



**Invitation to Bid  
22-005**

**Panther Parkway / Little Red Water Lake  
Force Main Extension**

*Commodity Codes  
91345, 91356*

**CONTACT PERSON:**

**LISA OSHA,  
PURCHASING AGENT  
368 SOUTH COMMERCE AVENUE  
SEBRING, FL 33870**

**Email: [purchasing@mysebring.com](mailto:purchasing@mysebring.com)**



**ITB #22-005: PANTHER PARKWAY / LITTLE RED WATER LAKE  
FORCE MAIN EXTENSION  
COMMODITY CODES: 91345, 91356**

Specifications & General Terms and Conditions may be obtained at VendorRegistry.com. Bid plans, if any, can be obtained by emailing a request to purchasing@mysebring.com. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted at purchasing@mysebring.com. It shall be the bidders' responsibility to check VendorRegistry.com for amendments/changes made to the document and/or any addendums posted.

Sealed bids must be marked with the ITB number and **delivered by hand, U.S. mail, or courier** to the **City of Sebring Purchasing Office Attn: Lisa Osha, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **3:00 p.m., December 21, 2021**, of the official time clock in the purchasing office, at which time they will be opened. Bids received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any bids that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service.

The Sebring City Council reserves the right to accept or reject any or all bids or any parts thereof; and the award; if an award is made, will be made to the most responsible bidder whose bid and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the bid.

**Fair Housing / Equal Opportunity Employer**

Lisa Osha,  
Purchasing Agent  
Sebring, Florida

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## **SECTION 1 – DEFINITIONS**

**ADDENDA** - Written and graphic documents issued prior to the receipt of bids to modify or interpret the bid documents.

**AGREEMENT** - The written instrument which is evidence of the agreement between City and Contractor covering the work.

**BID or PROPOSAL** - The offer or bid of a bidder or proposer submitted on the prescribed form setting forth the prices for the work to be performed.

**BID BOND** - A bond or other form of security offered by a bidder to the City soliciting the bid which guarantees that the bidder, if awarded the bid, will enter into a contract within a specified period of time and will furnish any required payment and performance bonds. If the bidder or proposer refuses to honor its bid, the bidder or proposer and bond surety or guarantor are liable on the bond for any additional costs the City incurs in hiring others to fulfill the contract, not to exceed the amount of the bid bond. A cashier's check or irrevocable line of credit on an acceptable bank, issued in the name of the City and in the required amount of the bid bond, may be substituted for a bid bond.

**BID DOCUMENTS** - The bid requirements, the Official Bid Form, instructions to bidders, the standard terms and conditions, plans and specifications, and the proposed contract documents. Include the "Public Notice of Request for bids," "General Information and Instructions for Bidders," "Standard Terms and Conditions," "Drug Free Workplace," "Agreement," "Specifications," and any Acknowledgement of Addenda issued prior to receipt of bids.

**BIDDER, PROPOSER, OR OFFEROR** – Bidder, proposer, or offeror shall have the same meaning; the individual or entity who submits a bid in response to an Invitation to Bid or Request for Proposal by the City.

**BIDDING REQUIREMENTS** - The Advertisement or Invitation to Bid or Request for Bids, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

**CHANGE ORDER** - The signed contract serves to define the terms and conditions for the services, work, or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

**CONTRACT** - The entire and integrated agreement between the Contractor and the City, defining its terms and conditions, which supersedes all prior negotiations, representations or agreements, either written or oral.

**CONTRACTOR** - Any person having a contract, agreement or purchase order with the City.

**CONTRACT DOCUMENTS** - Those items so designated in the agreement. Only printed or hard copies of the items listed in the agreement are contract documents.

**CITY OR OWNER** - The City of Sebring, a Florida municipal corporation - The entity for whom the work is to be performed. City Hall, 368 South Commerce Avenue, Sebring, Florida 33870, phone 863-471-5100.

**LOCAL BUSINESS** - Having a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second, for a least six (6) months immediately

prior to the issuance of the competitive bid, request for quotation, or invitation for bid by the City of Sebring; and holds a business license required by the City of Sebring.

**LUMP SUM BID PRICE** - The amount stated on the "Bid Form" for which the Proposer offers to provide a service as described in the bid documents.

**NOTICE OF AWARD** - The written notice by the City to the successful bidder or proposer, including instructions and conditions which are to be complied with in a designated time and stating that upon that timely compliance with all conditions listed therein, the City will execute the agreement and contract documents and provide the Contractor with a notice to proceed.

**NOTICE TO PROCEED OR PURCHASE ORDER** - A written notice given by the City stating the date on which the contract time will commence and when the Contractor shall start to perform the work under the contract documents.

**PAYMENT BOND** - A payment bond guarantees that the Contractor will pay suppliers, laborers, and subcontractors (subject to contract terms) for labor and materials. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

**PERFORMANCE BOND** - A performance bond guarantees the City that the Contractor will complete the contract according to its terms including price and time. Generally, payment and performance bonds are issued together as one bond, termed a "Performance and Payment Bond." The bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the contract documents.

**PROJECT** - The total construction of which the work to be performed under the contract documents may be the whole, or a part.

**SITE** - Lands or areas indicated in the contract documents as being furnished by City upon which the work or project is to be performed, including right-of-ways and easements for access thereto, and such other lands furnished by the City which are designated for the use of Contractor.

**SPECIFICATIONS** - The written requirements for materials, equipment, construction systems, standards, and workmanship for the work, and performance of related services.

**SUBCONTRACTOR** - An individual or entity having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

**SUBSTANTIAL COMPLETION** - The time at which the work (or a specified part thereof) has progressed to the point where the work (or a specified part thereof) is sufficiently complete, in accordance with the contract documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended.

**SUCCESSFUL BIDDER OR PROPOSER** - The bidder or proposer to whom the City provides written notice of award.

**UNIT PRICE BID** - The amount stated on the "Bid Forms" as a price per unit of measurement for services as described in the bid documents.

WORK - Construction and services required by the contract, whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

**SECTION 2 - GENERAL TERMS AND CONDITIONS (Rev 7/2021)**

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

**COMPLIANCE WITH APPLICABLE LAWS:**

The submitting firm will be required to comply with all applicable laws, regulations, rules and ordinances of local, state and federal authorities having jurisdiction, including, but not limited to: all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804); all provisions of the Public Entity Crimes (Fla. Stat. §287.133, et. seq, as amended); shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; all provisions of E-Verify employment eligibility verification (Fla. Stat. §448.095, et.seq as amended); and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

City of Sebring in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252) (49 CFR, Part 23), hereby notifies all bidders/proposers that it will require that affirmative efforts be made to ensure participation by minorities in any contract for services entered into pursuant to this advertisement. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for selection.

Contractor acknowledges that City is a drug-free workplace. Contractor covenants that all employees of the Contractor working on City property shall be subject to the implementation of all possible provisions to maintain a drug-free environment and that Contractor will adhere to the provisions of Florida Statute 287.087.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

Contractor represents that it is not subject to a System for Award Management (SAM) exclusion and has not been debarred, suspended or otherwise excluded as a party declared eligible under statutory or regulatory authority to receive Federal grant funds.

The contractor is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. The Contractor is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The contractor must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All

records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or [kathyhaley@mysebring.com](mailto:kathyhaley@mysebring.com).**

Successful bidder shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property.

**ACCEPTANCE AND WARRANTY:** Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Contractor of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Contractor shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

**ADDENDUMS:** If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on [VendorRegistry.com](http://VendorRegistry.com). **It shall be the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**

**ADDITIONAL WORK:** Contractor may recommend additional work needed in addition to the original specifications. City purchasing policies will be followed for such additional work.

**ASSIGNMENT:** Awarded Contractor shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

**BONDING:** A payment bond and performance bond will be required of the awarded proposer for any contract that is greater than \$100,000. The performance and payment bonds will each be in an amount equal to 100% of the price specified in the contract. The bonds shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the Contractor or its subcontractors for the performance of the work provided in the contract. See attached bond forms.

**CHANGE ORDERS:** The signed contract serves to define the terms and conditions for the services, work or project as described in the bid and contract documents. A Change Order shall be considered a written order to the Contractor signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

**CITY EMPLOYEES AND FAMILY MEMBERS** are eligible to submit a bid for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Highlands County Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

**CONTACT INFORMATION:** Lisa Osha, Purchasing Agent, [purchasing@mysebring.com](mailto:purchasing@mysebring.com). Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on [VendorRegistry.com](http://VendorRegistry.com). **Any oral or other type of communication concerning this document shall not be binding.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City

concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

**COPYRIGHTS:**

1) If awarded a contract, the contractor agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The contractor further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Contractor agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the contractor’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the contractor for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

**DAMAGE TO PROPERTY:** Contractor agrees that all City or third party owned property that is damaged by the Contractor’s personnel or equipment shall be repaired or replaced promptly, at Contractor’s expense.

**DEFAULT:** In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

**DOCUMENT DEEMED AS A CONTRACT:** In the event that the Sebring City Council awards the project described herein to a Contractor(s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney’s contract is primary and this document is secondary.

**DUE CARE AND DILIGENCE** has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

**EARLY TERMINATION:** City may, by written notice, terminate the contract in whole or in part at any time, either for City’s convenience or because of failure of Contractor to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs

otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

**EQUIPMENT:** Contractor will provide, at Contractor's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein.

**INDEPENDENT CONTRACTOR:** The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

**INSPECTION & CORRECTION OF WORK:** All work done by the awarded Contractor will be monitored by an authorized designated City employee. Contractor shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Contractor at the Contractor's expense.

**INSURANCE REQUIREMENTS:** Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Contractor, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Contractor for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Contractor is that of independent contractors, and that neither Contractor, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Contractor shall obtain and maintain, at Contractor's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

**1)** Comprehensive General Liability (CGL) insurance shall be maintained by the vendor with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.

**2)** Automobile Liability shall be maintained with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

**3)** Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.



**4)** Evidence of Insurance shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

**LICENSING:** If required, bidders shall be fully licensed in the State of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your bid submittal.

**LIQUIDATED DAMAGES:** If Contractor fails to achieve substantial completion of the project on or before the date of substantial completion as set forth in the contract, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$500.00 per calendar day for each calendar day the date of substantial completion is delayed. If Contractor fails to achieve final completion of the project on or before the date of final completion as set forth in the contract, or as extended by a change order, Contractor shall pay to the City of Sebring liquidated damages in the amount of \$100.00 per calendar day for each calendar day the date of final completion is delayed.

**LOCAL PREFERENCE:** Preference shall be based on the following scale:

	Highlands County (Outside City Limits)	City of Sebring (Inside City Limits)
\$0 - \$249,999.99 =	5%	7%
\$250,000 - \$999,999.99=	4%	4%
\$1,000,000-1,999,999.99 =	3%	3%
\$2,000,000 and over =	2%	2%

Verification shall be made through Property Appraiser's records.

**1) Local Business Definition**

"Local business" shall mean a business in which:

- A) Has a fixed office or distribution point located in and having a street address within the City of Sebring first, then Highlands County, Florida second for at least six months (i.e. utility bills) immediately prior to the issuance of the competitive bid, request for quote, or request for proposal by the City of Sebring, and
- B) Holds a business license required by the City of Sebring.

**2) Local Preference Process**

- A) The Purchasing Agent will review all bids or quotes received. The Purchasing Agent will determine if the local vendor preference policy applies.

B) If it is determined that the bid of a local vendor is within the applicable percentage range (see previous chart) of the lowest responsive and responsible non-local vendor, the local vendor is notified in writing of the opportunity to match the lowest bid/quote.

C) The local vendor shall accept or reject matching the low bid within three (3) business days of notification. The notification shall be in writing and directed to the Purchasing Agent.

D) If the local vendor chooses not to match the lowest bid, the next qualified local bidder, if any, has the right to do so.

E) When the solicitation is based upon an evaluation process rather than low bid, a factor in the evaluation of proposals shall be whether the proposal is submitted by an eligible local vendor. Five percent (5%) of the total points shall be awarded to an eligible local vendor in the evaluation process.

**MULTIPLE RESPONSES:** If submitting a response for more than one bid, each bid must be in a separate envelope and correctly marked.

**NOTICES:** All notices provided under or pursuant to this contract shall be in writing, either by hand delivery, email, or first class certified mail – return receipt requested.

**PAYMENTS:** All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be approved by the department head and received by Accounts Payable, 368 South Commerce Avenue, Sebring, Florida 33870 one week prior to a City Council meeting. Separate invoices must be rendered for each purchase order.

**PERFORMANCE & WORKMANSHIP:** Contractor shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Contractor fail to provide prudent and competent professional service, the City may notify the Contractor in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Contractor. The Contractor shall be liable to the City for any excess costs the City incurs.

**PRE-BID MEETING:** Not applicable to this solicitation.

**PRICE:** City shall pay the awarded Contractor the sum stated on the "Official Bid Form" page of this packet in exchange for the products or services rendered as described herein. The bid price shall be fixed and firm for the period of this contract. Any change in price may result in the cancellation of the purchase order and/or agreement.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

**PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES:** Not applicable to this solicitation.

**PURCHASE CARDS:** When accepted by the vendor, transactions totaling \$5,000.00 or less may be paid by purchase card. Purchase cards can be used as an alternate form of payment for contracted services which are a result of the competitive bidding process. The Contractor shall not charge a convenience fee or surcharge to the City for transactions paid by purchase card.

**PURCHASE ORDERS** are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor at the email address provided by the vendor, as well as the department initiating the request.

**RENEWAL:** Not applicable to this solicitation.

**RESTRICTIONS:** Time restrictions are not permissible. Bids offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the bid and explained in detail on a separate attachment to the bid.

**RESPONSES/BIDS** are due and must be received in accordance with the instructions given in the announcement page. Responses/bids received later than the time designated will be deemed as non-responsive and will not be considered. Responses/bids must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

**STATEMENT OF INDEMNIFICATION** – The Contractor/Consultant hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor/Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Contractor. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

**SUBCONTRACTOR:** If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Contractor shall be responsible for monitoring all subcontractors to make sure all conditions of the contract are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

**TERM:** Until completed.

**TERMINATION:** Should Contractor violate any provision in this document, City may notify Contractor, in writing, stating the City's intention to terminate the contract and stating the reasons thereof. Unless Contractor remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Contractor, this Contractor may be terminated by the City.

**TIME:** Time is of the essence of this agreement.

**PROTEST:** Failure to file a protest within the time prescribed in the City of Sebring's Purchasing Policy shall constitute a waiver of the bidder's right to protest.

## **SECTION 3—ADDITIONAL TERMS AND CONDITIONS**

### **1) Information or Clarification**

Bidders are urged to promptly review the requirements of all specifications and submit questions to the Purchasing Agent at [purchasing@mysebring.com](mailto:purchasing@mysebring.com) for resolutions as early as possible during the bid period. All questions will be answered up three (3) business days prior to the bid opening and posted on the official solicitation website, [VendorRegistry.com](http://VendorRegistry.com). Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications is clear and that competitive bids may be obtained as specified herein. Protests with regard to specification documents shall not be considered after bids are opened.

### **2) Development Costs**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the solicitation.

### **3) Equal Opportunity**

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

### **4) Copeland "Anti-Kickback" Act**

The Contractor must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

### **5) Public Entity Crimes**

Pursuant to § 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in § 287.017, Florida Statutes, for CATEGORY TWO purchases for a period of 36 months following the date of being placed on the convicted vendor list.

### **6) Legal Requirements**

Federal, State, County, and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

### **7) Wage Rates/Equal Employment Opportunity**

Wage rates for laborers, mechanics and apprentices shall not be less than those established by the Florida Department of Labor and Employment Security and/or the United States Department of Labor for the work herein. The Contractor must insure Equal Employment Opportunity as part of the awarded contract and also subcontracts awarded by the contractor.

## **8) Employment Eligibility**

Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of Section 448.095, Fla. Stat., is an express condition of doing business with the City.

*By responding to this solicitation, the Contractor understands that they become obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit while doing business with the City. This contract, and any subcontracts, may be terminated if the City has a good faith belief of non-compliance with these requirements. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If a contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination. The Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.*

### **SECTION 4—PURPOSE OF PROJECT**

This Project is for the construction of an extension of a force main to service future development along the Sebring Parkway and terminating at the northerly right-of-way of Beacon Road, East of the Sebring Parkway intersection, Sebring, Florida, Highlands County, being further described as follows:

The proposed force main starting point on the Westerly R/W of the Sebring Parkway Station  $\pm 9+77$  ( $\pm 284+50$ [PH1]) being a 10" wet tap into an existing 10" force main; thence a 10" directional bore Northeasterly across said Sebring Parkway to the Northeasterly R/W, thence Northwesterly a distance of  $\pm 6,230$  LF along the Northeasterly R/W of said Sebring Parkway by both open ditch installation and directional bores; thence  $\pm 625$  LF Northerly along a Utility Easement by both open ditch installation and directional bore across Beacon Road to the Northerly R/W for a future tie-in of a force main by others, in Highlands County, Florida. Sections 18 & 19, Township 34S, Range 29E, and Sections 12 & 13, Township 34S, Range 28E.

NOTE: The Sebring Parkway has an existing drainage system with retention areas and earthen grassed ditch block overflow structures. All areas in the Parkway will be completely restored and sodded to the original condition including elevations. The grassed ditch block must be rebuilt to original size and grade. The contractor will be responsible for watering restored R/W until the newly planted sod is established.

See plans for additional information and specifications.

The engineer's cost estimate for this project is \$660,000.00.

### **SECTION 5 – GENERAL SPECIFICATIONS**

**1)** The contractor agrees to furnish all necessary labor, supervision, tools, equipment, supplies, and materials to accomplish tasks designated by the City of Sebring. The City agrees to pay for such work when performed in the manner and in accordance with the terms and conditions herein. The City reserves the right to order materials separately on specified jobs in order to get governmental pricing.

- 2) The contractor guarantees that its services shall be performed in a safe and workman like manner with the skill and care that would be exercised at the time by those rendering this type of service.
- 3) The contractor guarantees that all labor and materials furnished and work performed by the contractor are in accordance with any specifications, including any additional work as designated by the City of Sebring. The contractor shall, in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within a reasonable period after receipt of notification of such faulty labor or workmanship. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one year after acceptance of the work by the City.
- 4) The contractor agrees to indemnify and hold harmless the City of Sebring, its officers, employees, and representatives, from any and all loss, expense, damage demands, claims, and liability for any injury or alleged damage to property, including property of the City of Sebring and/or loss of use thereof, arising directly or indirectly from the contractor's performance of its work. Contractor further agrees to pay all damages, costs, and expenses including action resulting there from. Contractor shall defend the City and its officers, employees, or representatives from and against any and all losses, expenses, damages, demand claims, and liabilities of whatever kind or character including but not limited to attorney's fees and expenses, arising out of or by reason of any injuries (including death) or damage to any person or entity employed by or acting upon the contractor's behalf under this contract.
- 5) Contractor shall maintain valid insurance as specified in section (2) above. Contractor shall provide updated insurance certificates to the City throughout the term of this contract.
- 6) All work shall be done to complete satisfaction of the City in accordance with all municipal, county, federal, and local laws, ordinances, and regulations. The contractor shall dispose of all work materials in accordance with state and local requirements. Fines, if any, that are levied due to inadequacies or failure to comply with any requirements shall be the sole responsibility of the contractor.
- 7) Contractor's bid shall include the cost of equipment use, vehicles, tooling, devices, employees, insurance, maintenance, taxes, depreciation, reasonable return on investment, and all other direct and indirect expenses associated with the execution of this contractual agreement.
- 8) Contractor assumes full responsibility for having familiarized itself with the nature and extent of the specification upon which the bid was made and all regulations that may in any manner affect the materials to be supplied.

## **SECTION 6 – TECHNICAL SPECIFICATIONS**

### **DIVISION FOUR:**

(PER THE HIGHLANDS COUNTY LAND DEVELOPMENT REGULATIONS)

#### **SEWER FORCE MAIN AND CHAMBERS**

##### **Sec. 05.400. Design Criteria:**

- 1) Force Mains shall be designed to flow at a minimum velocity of 2 feet per second.
- 2) Force Mains shall be designed to flow as uniformly uphill as possible, and to eliminate as many high or low spots in the line as possible. Where a high spot in the line cannot be avoided, an automatic air release unit shall be installed in accordance with specifications further detailed herein. Where a low spot cannot be avoided, a cleanout chamber shall be installed, in accordance with specifications similarly to be detailed.

- 3) Force Mains shall be separated from potable water lines according to the standards set forth in the design criteria for gravity sewer mains.
- 4) Minimum pipe diameter for force mains shall be 4 inches.
- 5) When uncased force mains are to be constructed within 10 feet of a potable water main and of materials that might cause them to be confused with nearby potable water lines, they shall be spiral wrapped with 2-inch dark green tape or clearly identified with paint or sleeving as a force main in a manner acceptable to the County Engineer.
- 6) Air release and cleanout chambers shall be sized to accommodate the piping and valves inside them and to allow maintenance personnel sufficient ingress, egress, and working room.
- 7) Force mains shall normally be designed to discharge into no other force mains, except when predetermined in original design and with the County Engineer's approval. Applicable valves shall be installed.

**Sec. 05.401. Materials:**

**1) Pipe & Fittings:**

- A) Force main: 4" and up to 12" AWWA approved AWWA C-900 PVC DR 18 ASTM D1784 (color green)
- B) Directional Bore Pipe: 4" and up AWWA approved SDR 11, AWWA C-906 ASTM D 3350 green striped for sewer.
- C) Fittings shall be mechanical joint, ductile iron, push-on type, short body, conforming to the requirements of ANSI A21.10, A21.11 (AWWA C-110, C-111), latest revisions. Fittings shall be poly-lined and bituminous coated.

**2) Air Release Chamber:**

- A) Precast Chamber: Air release chambers shall be precast, conforming to ASTM C-478, latest revision, and shall meet the requirements of 05.201, B. Manholes, Precast Concrete of this section, material specifications for precast concrete manholes. Air release chamber precast units shall be provided with a minimum 2 feet diameter access way.
- B) Sewage Air Release Valve Unit:
  1. The air release valve unit to be installed in the Air Release Chamber shall be a sewage air release valve unit conforming to the requirements specified hereinafter.
  2. The sewage air release valve shall be designed and constructed with a long body and float stem so that the operating mechanism will always be kept free from contact with sewage during the continuous purging of air, while the force main is operating under pressure. The mechanism shall also be designed to allow air to reenter the valve and force main whenever a loss of pressure occurs in the force main.
  3. The mechanism, elongated stem, and float shall be designed so that the discharge orifice of the valve will be fully closed tight when the float is raised about 1/2 inch by the sewage entering the inlet at the bottom of the valve body.
  4. The discharge orifice seat, mechanism, and valve stem shall be constructed of cast bronze complying with ASTM Specification Designation B 125, latest revision. The orifice needle shall be constructed of Buna-N Designation SB 800. The mechanism level pins and float shall be

constructed of high strength stainless steel complying with ASTM Specification Designation A 240, latest revision. The body and cover shall be constructed of cast iron complying with ASTM Specifications Designation A 48, latest revision, Class 30.

5. The inlet of the valve shall be sized and the discharge orifice shall be designed to provide a venting capacity of 50 CFFAM with force main pressures of 50 to 150 psig minimum design standard.

6. The sewage air-release valve shall be provided with complete back flushing, and cleaning accessories and hose; consisting of a shutoff valve at bottom inlet, a blow-off valve near the bottom of the valve body, quick disconnect couplings and shutoff valve at the top of the valve, and a section of rubber hose with quick disconnect coupling.

**3) Precast Cleanout Chamber:**

A) Cleanout chambers shall be precast concrete, conforming to ASTM C-478, latest revision, and shall meet the requirements of .05.201, B. Manholes, Precast Concrete of this section, material specifications precast concrete for manholes. Cleanout chamber precast unit shall have a minimum 2 feet access way.

B) Pipe Support: A minimum 12 inches × 12 inches concrete support for piping inside the chamber shall be provided.

**4) Piping Inside Chambers:**

A) Piping provided inside the Air Release Chambers and Cleanout Chambers shall be ductile iron, as specified in Section 05.401, A.

B) Force main piping installed inside the chambers shall have flanged joints where shown on the Detail Drawings. Flanged joints shall be faced true, fitted with rubber gaskets, and drawn up square and tight to insure full gasket flow and satisfactory seal. Gaskets shall be 1/16 inch thick cloth insertion rubber type gaskets with dimensions in conformity with the requirements of ANSI Standard B 16.21, latest revision.

**5) Field Painting:** All exposed ferrous metal of the chambers (except that having an acceptable factory finish) shall be field painted with two coats of Kopper Bitumastic Super Service Black paint as manufactured by the Koppers Company, Inc., New York, NY or similar acceptable paint.

**Sec. 05.402 Construction Methods:** The various construction operations shall be performed in accordance with the following:

**1) Excavation:** Excavation shall conform to all applicable requirements of Chapter 12, Section 14, Division 3, Utility Permits of the *Highlands County Land Development Code*.

A) The force main, unless otherwise required by the Engineer, shall have a minimum cover of 36 inches.

B) The term "subgrade" as used herein as related to the Air Release and Cleanout Chambers shall mean the areas upon which rest the planned bottoms of the foundation bases of the chambers.

C) Excavation for the Air Release Chambers and Cleanout Chambers shall be made to a vertical plane not to exceed a distance of two feet outside the concrete walls of the base.

D) If suitable bearing is not encountered at planned subgrade elevations for the Air Release and Cleanout Chambers, the excavation shall be carried to such elevations as are approved by the



Engineer. Prior to construction of the foundation, the excavations will be inspected by the Engineer and no foundation work shall be started prior to the Engineer's.

E) All necessary provisions for dewatering and the removal of excess material or other material shall be made by the Contractor. Grading in the vicinity of excavations shall be controlled to prevent water running into excavated areas. Any accumulation of water in the excavations shall be removed by pumping or other means acceptable to the Engineer.

**2) Laying Pipe:**

A) Laying of pipe for the force main shall conform to the applicable requirements of Chapter 12, Article 14, Division 3 Utility Permits of the *Highlands County Land Development Code*. Before being lowered and while suspended, the pipe shall be inspected for defects. Defective, damaged, or unsound pipe will be rejected. The force main shall be laid uniformly with no low or high spots. Before the pipe is laid in the trench the earth forming the beds shall be carefully freed of all stones, roots, etc. The bottom of the trench will be cleaned by hand and a firm full length of support formed for all pipe and fittings. All pipe shall be laid in a bed of sand of minimum depth of 12 inches with 6 inches of sand on each side of the pipe properly tamped and with the first 12 inches of cover to be clean sand. No stone of any kind shall be allowed as cover material for the pipe. Cover shall be a minimum of 36 inches. The term "subgrade" as used herein as related to the Air Release and Cleanout Chambers shall mean the areas upon which rest the planned bottoms of the foundation bases of the chambers.

B) Preparatory to making pipe joints all surfaces of the portions of the pipe and jointing material to be joined shall be clean and dry. For the installation of pipes with the "Compression ring" fitting a bell ring lubricant shall be applied to the beveled portion of the spigot end. Such lubricant shall be of the type and quality as recommended by the pipe manufacturer. Care shall be exercised to insure that the compression ring is properly seated and the pipe is completely inserted so that the reference marks on the spigot end can just be seen.

**3) Concrete Thrust Blocks:** Concrete thrust blocks shall be installed at all locations where horizontal and/or vertical deflections are made at junctions or joints of the force main. Concrete shall be placed between undisturbed ground and the filling to be anchored. The concrete shall be so placed that the pipe joint and fitting will be available for repairs. Concrete placed over fittings or joints will be removed by the Contractor. Concrete thrust blocks shall be sized according to the illustrative standards.

**4) Metallic Location:** After the pipe has been installed, and before back filling, a continuous metallic conductor shall be placed one foot over the centerline of the pipe to aid in detection of the non-metallic pipe. The material shall be "Detect A Tape", "Terra Tape", or other electronically detectable plastic tape to aid in the location of the pipe by use of conventional pipe locators, and shall be labeled as "sewer" and green in color. The pipe shall also be laid with 14-gauge UF (*Underground Feeder per National Electric Code Article 339, current edition*) solid tracer wire and joint seal. The wire shall be taped below the spring line of the pipe and shall be stubbed up at all valves. At each valve the wire shall be installed along the outside of the valve box. Sections of wire shall be spliced together using a Buchanan tool or wirenut. Splicing by twisting the wire together is not acceptable. The wire shall have a plastic insulation, colored green. Each segment of tracer wire shall be demonstrated to be electrically continuous between turn-ups after back filling and before the pipe is accepted as complete.

**5) Backfilling:** All backfilling shall be performed in accordance with the requirements of Chapter 12, Article 14, Division 3 Utility Permits of the *Highlands County Land Development Code*.

**Sec. 05.403 Field Testing:**

1) After the pipe has been laid and secured, it shall be tested. The Contractor shall provide all necessary equipment and perform all work in connection with the tests.

2) In testing, the part of the system under test shall be filled with water and subjected to a sustained pressure of no less than 50 psi, plus the force main maximum operating pressure for two hours. However, the minimum test pressure shall be no less than 150 psi. The allowable limits of leakage shall not exceed the following:

$$L = \frac{N * D * |MR| P}{7400}$$

in Which,

L = Allowance Leakage in gallons per hour

N = Approximate number of joints in the section of main tested D = Pipe Diameter, inches

P = Average test pressure in gauge psi

3) Sewage Air Release Valve Unit: The sewage air release valve unit shall be installed in accordance with the installation directions of the manufacturer. After the valve has been completely installed and at the time that the hydrostatic test of the force main is being made, the Contractor will be required to test the valve for proper operation.

4) All visible leaks shall be repaired regardless of the total amount of leakage. All lines which fail to meet these tests shall be repaired and retested as necessary until the leakage requirements are complied with.

5) All tests shall be made by the Contractor in the presence of the Engineer or his authorized representative. All expense of these tests shall be borne by the Contractor.

6) All fittings to be mechanical Joint type with EBAA Mega Lug.

7) All HDPE connections will require stainless steel stiffeners. **All HDPE joints will need to be fused by a currently certified fuser.**

8) The Underground Contractor will verify all quantities and add any missing materials to the bid for a 100% complete project.

9) All staking will be under the direct supervision of a Licensed Professional Land Surveyor.

10) Force main will need to be staked in the County R/W and verified by Highlands County prior to installation.

11) The Licensed Professional Land Surveyor will issue 5 signed and sealed As-Built Survey's along with an Auto-Cad format As-Built drawing on CD showing all utility improvements to the Engineer of Record after completion of the project.

**SECTION 7 – ALL RESPONSES SHALL INCLUDE**

1) Official Bid Form

2) A list of at least three (3) projects of a similar scope and comparable size in which the contractor has completed within the last five (5) years. The list must include:

A) A brief description of the project.

- B) Total bid price, contractual completion date, commencement and actual completion dates, and final construction cost. Provide an explanation of any variations.
- C) Owner of the project, including the name and telephone number of a contact person who can speak on behalf of the client for such project
- 3) Proof of any federal, state, or local licenses, certifications, and/or permits required for the project.
- 4) Proof of insurance as required in the specifications.
- 5) Certification forms (pages 25 – 32).
- 6) The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided, including the name(s) and emergency phone number(s) of the contractor’s representative(s) to be contacted during non-business hours.

**SECTION 6 –AWARD RECOMMENDATION BASIS**

The solicitation award recommendation shall be based on the following:

- 1) Total cost of project.
- 2) Contractor’s qualifications and relevant experience

**SECTION 7 – NOTICE TO BIDDERS**

1) Firm Pricing for City Acceptance

Bid price must be firm for City acceptance.

2) Late Bids

Late submittals, if accepted, will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

3) Rights of City

The City reserves the right to accept or reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.

4) Anticipated Timeline:

Bid Opening: December 21, 2021

Award: January 4, 2022

Project Completion: 120 days from the Notice to Proceed

# ITB 22-005

## Panther Parkway / Little Red Water Lake Force Main Extension

### Submittal Checklist

Bidder shall provide an **original and three (3) copies** of this checklist and all of the following that apply:

<b>CHECK MARK IF INCLUDED</b>	<b>CHECKLIST ITEM:</b>
	Official Bid Form
	List of at least three (3) projects
	The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided. An authorized individual must sign the bid documents.
	Copies of all applicable licenses, certifications, and permits
	Verification of insurance
	Certification forms
	The mailing envelope has been addressed to: City of Sebring Purchasing Division 368 South Commerce Avenue Sebring, Florida 33870
	The mailing envelope must be sealed and marked with: Bid Number Bid Title Closing Date
	The following must be received by the purchasing department within 20 days after award is made by Sebring City Council. *Vendor Registration at VendorRegistry.com, and uploaded W9 (if not already registered as a vendor) *Certificate of Insurance listing the City as additional insured *Signed Contract and bonds

ALL COURIER DELIVERED BIDS MUST HAVE THE ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET. *At the discretion of the Purchasing Agent, bids or proposals with minor irregularities may be accepted and allowed to be corrected when it is in the best interest of the City.*

**SUBMITTED BY:** \_\_\_\_\_  
(PRINTED NAME OF COMPANY/BIDDER)

**DATE:** \_\_\_\_\_

**OFFICIAL BID FORM**

**ITB 22-005**

**Panther Parkway / Little Red Water Lake  
Force Main Extension  
Sebring, Florida**

TASK	ITEM DESCRIPTION	ADDITIONAL INFORMATION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Mobilization			LS	\$	\$
2	Construction Surveying & Staking, including As-Built /AutoCad CD / Drawings			LS	\$	\$
3	Installation 8" DR18 C-900 Force Main		6,130	LF	\$	\$
4	Installation 6" DR18 C-900 Force Main		5	LF	\$	\$
5	2" Metal Locator Tape (FM)		6,200	LF	\$	\$
6	12 Gauge Solid Copper Locating Wire	Double Wire For DIR. BORE	8,000	LF	\$	\$
7	10" SDR 11 HDPE Force Main Directional Bore W/ (2) S.S. Stiffeners & (2) 10" x 8" MJ Reducers	1 DIR. BORE Starting Sta. 9+77	± 110 LF	LS	\$	\$
8	10" SDR 11 HDPE Force Main Directional Bore W/ (2) S.S. Stiffeners & (2) 10" x 8" MJ Reducers	1 DIR. BORE Parkway Intersection Sta. 27+10	± 80 LF	LS	\$	\$
9	10" SDR 11 HDPE Force Main Directional Bore W/ (2) S.S. Stiffeners & (2) 10" x 8" MJ Reducers	1 DIR BORE Under Culvert Sta. 39+40	± 40 LF	LS	\$	\$
10	10" SDR 11 HDPE Force Main Directional Bore W/ (2) S.S. Stiffeners & (2) 10" x 8" MJ Reducers	1 DIR BORE Cowboy Way Sta. 43+40	± 160 LF	LS	\$	\$
11	10" SDR 11 HDPE Force Main Directional Bore W/ (2) S.S. Stiffeners & (2) 10" x 8" MJ Reducers	1 DIR BORE Ben Eastman Rd. Sta. 56+00	± 400 LF	LS	\$	\$

12	10" SDR 11 HDPE Force Main Directional Bore W/ (2) S.S. Stiffeners & (2) 10" x 8" MJ Reducers	1 DIR BORE Beacon Road	± 80 LF	LS	\$	\$
13	10" SDR 11 HDPE Pipe W/ (2) S.S. Stiffeners & (2) 10" x 8" MJ Reducers	Open ditch installation Sta. 28+00	120	LF	\$	\$
14	Starting 10" Wet Tap w/ S.S. Saddle and 10" Gate Valve assembly		1	LS	\$	\$
15	8" - 45° Bend W/Mega Lug		7	EA	\$	\$
16	8" - 90° Bend W/Mega Lug		1	EA	\$	\$
17	8" x 6" Reducer		1	EA	\$	\$
18	6" Weighted Arm Ck. Valve In Vented Containment Box		1	LS	\$	\$
19	2" Air Release Valve Assemblies Including Fittings + above ground enclosures		4	EA	\$	\$
20	8" Gate Valves W/ Cast Iron Box and Concrete Slabs		4	EA	\$	\$
21	Earthen Ditch Blocks		20	EA	\$	\$
22	R/W RESTORATION AND SODDING		15,500	SY	\$	\$
23	FIELD FENCE WITH NEW POSTS (MATCH EXISTING)		±150 LF	LS	\$	\$
24	SIDEWALK	6' Wide	25	LF	\$	\$
25	M.O.T.	Signage / Traffic Control		LS	\$	\$
26	PRESSURE TESTING			LS	\$	\$
27	BONDS & INSURANCE			LS	\$	\$
	<b>TOTAL</b>				\$	\$

Does your company contract for goods or services from Cuba or Syria? Yes No (Circle One)

Is your company in compliance with Florida Statute 287.087 as a Drug Free Workplace?

Yes No (Circle One)

Bidder has examined and carefully studied the bid documents including the following addenda which, if any can be found at VendorRegistry.com.

\_\_\_\_\_

SUBMITTED BY:

COMPANY:	DATE SUBMITTED:
Address:	Telephone:
City:	Fax:
State:                      Zip:	E-mail:
Contact Person:	Phone / Fax: (if other than above)
Signature:	Title:                      Date:

This "Official Bid Form" **MUST BE USED AND COMPLETED** in submitting bid. City Council reserves the right to accept or reject any or all bids or any parts thereof that may be considered to be in the best interest of the City of Sebring.

## **CERTIFICATION FORMS**



**NON-COLLUSIOIN AFFIDAVIT OF PRIME BIDDER**

**(SUBMITTAL PAGE)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. he/she is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Proposal is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder's nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bids are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**  
**(SUBMITTAL PAGE)**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**INSURANCE**  
**(SUBMITTAL PAGE)**

By signing below the Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Bid will provide all insurance coverage as required in RFP #\_\_\_\_\_.

The requirements are as follows:

- Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder (signature)

## INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to

the greatest extent permitted by Florida Law.

BY: \_\_\_\_\_  
Signature of Owner or Officer

DATE: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
Corporate Secretary or Witness

\_\_\_\_\_  
Organization Phone Number

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day \_\_\_\_\_ of  
20\_\_\_\_ by \_\_\_\_\_,  
\_\_\_\_\_(Company Name).

He/She is personally known to me or has produced \_\_\_\_\_  
as identification, and did \_\_\_\_/did not \_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary (Seal)

My Commission Expires: \_\_\_\_\_

**SWORN STATEMENT PURSUANT TO  
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]  
by \_\_\_\_\_ for \_\_\_\_\_  
[print individual's name and title]

\_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attached is a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_ by \_\_\_\_\_

who is personally known to me and who \_\_\_\_\_ did / \_\_\_\_\_ did not take an oath.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Printed Name of Notary

(Seal)

My Commission Expires: \_\_\_\_\_



## **BOND FORMS**

**PAYMENT BOND**

BY THIS BOND, We, \_\_\_\_\_, a  corporation  limited liability company, whose address is \_\_\_\_\_, \_\_\_\_\_, and whose phone number is \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, whose address is \_\_\_\_\_ and whose phone number is \_\_\_\_\_, as Surety, are bound to City of Sebring, herein called "Owner", in the sum of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) regarding the Contract for the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in §255.05(1), Fla. Stat., supplying labor, materials, or supplies used directly or indirectly by Principal in the prosecution of the work provided in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract, then this bond is void, otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated \_\_\_\_\_, 20\_\_\_\_\_.

Principal:

Surety:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(corporate seal)

(corporate seal)



**SURETY BOND AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of \_\_\_\_\_, to represent \_\_\_\_\_ of \_\_\_\_\_ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said \_\_\_\_\_ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) on behalf of \_\_\_\_\_ covering the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Florida.

Said \_\_\_\_\_ further certifies that the premium on the said bond is \_\_\_\_\_, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said \_\_\_\_\_, and that he or she will receive his or her regular commission of \_\_\_\_\_ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to \_\_\_\_\_ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

\_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State at Large

My Commission expires: \_\_\_\_\_

**PERFORMANCE BOND**

BY THIS BOND, We, \_\_\_\_\_, a  corporation  limited liability company, whose address is \_\_\_\_\_, and whose phone number is \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, whose address is \_\_\_\_\_ and whose phone number is \_\_\_\_\_, as Surety, are bound to City of Sebring, herein called "Owner", in the sum of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) regarding the Contract for the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and Owner for construction of the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Highlands County, Florida, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(1), Fla. Stat.

Any changes in or under the Contract Documents and compliance or non-compliance with formalities connected with contract or with the changes do not affect Surety's obligation under this bond.

Dated \_\_\_\_\_, 20\_\_\_\_.

Principal:

Surety:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(corporate seal)

(corporate seal)

**SURETY BOND AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says that he or she is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of \_\_\_\_\_, to represent \_\_\_\_\_ of \_\_\_\_\_ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said \_\_\_\_\_ further certifies that as Attorney-In-Fact for the said he or she has signed the attached bond in the sum of \$ \_\_\_\_\_ (\_\_\_\_\_ Dollars) on behalf of \_\_\_\_\_ covering the \_\_\_\_\_ located at \_\_\_\_\_, Sebring, Florida.

Said \_\_\_\_\_ further certifies that the premium on the said bond is \_\_\_\_\_, which has been paid in full direct to him as Attorney-In-Fact, and included in his or her regular accounts to the said \_\_\_\_\_, and that he or she will receive his or her regular commission of \_\_\_\_\_ percent as Attorney-In-Fact for the execution of said Bond and that his or her commission will not be divided with anyone except as follows, percent to \_\_\_\_\_ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

\_\_\_\_\_  
Florida Resident Agent

\_\_\_\_\_  
Agent and Attorney-In-Fact

ACKNOWLEDGMENT FOR Attorney-In-Fact  
Sworn to and subscribed before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, State at Large

My Commission expires: \_\_\_\_\_