

## ITB #18-006: HAMMOCK MOBILE ESTATES SEWAGE CONNECTION TO THE CITY OF SEBRING SEWAGE COLLECTION SYSTEM

Commodity Codes 913-56, 913-60, 913-89

**PROJECT MANAGER: Bob Boggus, Utility Director** 

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

Email: purchasing@mysebring.com



The City of Sebring will receive sealed bids in the City Purchasing Department for: **18-006: Hammock Mobile Estates Sewage Connection to the City of Sebring Sewage Collection System** *Commodity Codes 913-56, 913-60, 913-89* 

Specifications & General Terms and Conditions may be obtained at <u>mysebring.com</u>, and <u>publicpurchase.com</u>. Any questions regarding the specifications, terms and conditions, and/or the bidding process should be submitted through <u>publicpurchase.com</u>. It shall be the bidders' responsibility to check <u>publicpurchase.com</u> for amendments/changes made to the document and/or any addendums posted.

There is no pre-bid meeting scheduled.

Bid envelopes must be sealed and marked with the bid number and name as to identify the enclosed bid. Bids must be delivered to the City of Sebring Purchasing Office Attn: Lisa Osha, so as to reach the said office no later than **3:00 p.m., Monday, March 6, 2018, 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 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) and the provisions in *Fla. Stat.* §287.134, *et seq*, as amended, regarding discrimination.

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.

Lisa Osha, Purchasing Agent Sebring, Florida

Dates: Official Publication: February 15, 2018 – March 6, 2018 PublicPurchase.com

#### **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 8/2016)

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 responses, 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) 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 submitting firms that it will require that affirmative efforts be made to ensure participation by minorities in any contract for consultant 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 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 THEAPPLICATION 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.

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 therefrom which appear within a period of one year after final acceptance of the work.

**ADDENDUMS:** If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on <u>publicpurchase.com</u>. 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 regular maintenance. 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:** Payment and performance bonds will be required of the awarded proposer for any contract that is greater than \$100,000 and will 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 pages 41 - 43 for 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 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

Bob Boggus, Utility Director bobboggus@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 publicpurchase.com.

# Any oral or other type of communication concerning this document shall not be binding.

#### **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

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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 limits 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 enforcement of obligations of the other party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs, 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 of Sebring reserves the right to cancel the entire contract should the Contractor violate any provisions of this contract, or if the services being provided by the Contractor do not meet the expectations of the City on a consistent and continuing basis. The City may cancel the contract upon thirty (30) days written notice thereof from City to Contractor.

**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. Employees of Contractor shall wear company uniforms and shall work from vehicles bearing the Contractors name at all times.

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**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:** <u>Unless otherwise stated in the specifications, the</u> <u>following insurance requirements must be met before delivery of goods and services:</u>

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:

- a. <u>**Comprehensive General Liability</u>** (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.</u>
- b. <u>Automobile Liability</u> 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.
- c. <u>Worker's Compensation</u> 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.
- d. **Evidence of Insurance** The vendor shall furnish the City of Sebring with certificates of insurance. The certificates 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

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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**: 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. <u>Proof of all relevant licenses is required as part of your bid submittal.</u>

**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 completion is delayed.

#### LOCAL PREFERENCE:

1) <u>Preference in Competitive Bidding, Quotes, and Request for Proposals</u>: When purchasing or contracting for procurement services of tangible personal property, materials, contractual services, construction, and/or commodities, the Sebring City Council shall give preference to local businesses in making such purchases or awarding such contracts. Purchase price shall include the base bid and all alternates or options to the base bid that are being awarded. Preference shall be based on the following scale:

		Highlands	City of
Bid/Contract Amt.		<u>County</u>	<u>Sebring</u>
\$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.

- 2) <u>Local Business Definition</u>: "Local business" shall mean a business that:
- 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 (6) months immediately prior to the issuance of the competitive bid, request for quotation, or request for proposal by the City of Sebring; and
- b) Holds a business license required by the City of Sebring.

- 3) Exceptions to Local Preference:
- a) The procurement preference set forth in this policy shall not apply to the following purchases or contracts:
  - 1. Goods or services provided under a cooperative purchasing, inter-local agreement, or "piggybacked" contract.
  - 2. Contracts for professional services which is subject to the (CCNA) Consultant's Competitive Negotiation Act or subject to any competitive consultants selection policy or procedure adopted by or utilized by Sebring City Council.
  - 3. Purchases which are funded, in whole or in part, by a government entity and the laws, regulations, or policies governing such funding prohibit application of that preference.
  - 4. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related services.
  - 5. When the bid specifications contain a location/vicinity requirement.
- b) The local preference established in the City's policy does not prohibit the Sebring City Council from giving any other preference permitted by law in addition to local preference authorized in this policy.

**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 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, <u>the invoice must be signed by the department head of each location</u> 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 (2) 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:** There will be no pre-bid meeting for this solicitation.

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**PREPARATION COSTS:** The City will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

**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.

**PURCHASE CARDS:** When accepted by the vendor, transactions totaling \$1,000.00 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.

**PURCHASE ORDERS** are required by the City of Sebring when a contract/agreement is established as a result of the competitive bidding process, and a purchase card cannot be used. 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, or in the event the vendor does not have email, it is faxed to the vendor as well as the department initiating the request.

**RENEWAL:** Not applicable for 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 hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Contractor 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

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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 have the authority to monitor all subcontractors to make sure all conditions of this document are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

**TERM**: The term of this contract will be 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 section 120.57 (3), Florida Statutes shall constitute a waiver of the bidder's right to protest.

BIDDERS ARE URGED TO PROMPTLY REVIEW THE REQUIREMENTS OF ALL SPECIFICATIONS AND SUBMIT QUESTIONS FOR RESOLUTIONS AS EARLY AS POSSIBLE DURING THE BID PERIOD. <u>QUESTIONS OR CONCERNS MUST BE</u> SUBMITTED IN WRITING TO THE PURCHASING AGENT DURING THE BID PERIOD AND SHALL BECOME PART OF THE BID PACKAGE. ALL QUESTIONS WILL BE ANSWERED UP FIVE (5) DAYS PRIOR TO THE BID OPENING. ALL QUESTIONS AND ANSWERS WILL BE POSTED ON PUBLICPURCHASE.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.

#### **SECTION 3 – PURPOSE OF PROJECT**

The purpose of this bid is to seek a Contractor for the construction of a connection of the Hammock Mobile Estates sewage collection system to the City of Sebring sewage collection system, via lift station and force main. The existing lift station will be lined and upgraded for use in the connection. The existing wastewater plant will be cleaned of existing liquids and solids (disposed of legally and properly), cleaned, bleached, decommissioned, dismantled and then disposing of the tanks legally and properly. The holes left by the percolation ponds and tank removal shall be filled to the grade specified and the area sodded with Bahia sod.

#### **SECTION 4 – SPECIFICATIONS**

#### **GRAVITY SEWER LINES SPECIFICATIONS**

- 1.00 Materials: Pipes and Fittings: All main line pipe, fittings, and specials shall be of one of the following materials:
  - 1.01 Polyvinylchloride Pipe: Plastic gravity sewer pipe and fittings shall be smooth wall polyvinylchloride (PVC) conforming to or exceeding the performance requirements of ASTM Designation D3034, SDR 35; ASTM F-789 for sizes 4 inches to 18 inches; PS-46; or ASTM F-679 for sizes 18 inches to 27 inches diameter. For sizes 21 inches through 48 inches diameter sewer main profile wall PVC with smooth interior and exterior in accordance with ASTM F-794 is acceptable.
  - 1.02 Ductile Iron Pipe:

a) Ductile iron pipe shall conform to the requirements of ANSI Standard A21.51. The pipe wall thickness shall be not less than that required by a working pressure of 150 psi with Type 2 laying condition and 5 feet cover in conformance with ASTM Standard A746-76, Latest Revision.

b) Joints for cast iron pipe shall be mechanical or push-on joints conforming to ANSI Standard A21.11. Pipe interior shall have a bituminous seal coat over a cement mortar lining conforming to ANSI Standard A21.4. Exterior of pipe shall have a bituminous coating.

c) Other pipe materials and manufacturer including vitrified clay pipe, exterior corrugated, asbestos concrete, and concrete, will not generally be acceptable for use in wastewater collection systems.

- d) All above ground pipe and fittings shall be ductile iron.
- 1.03 Manholes, Precast Concrete: Precast manholes shall meet the general requirements as Specified herein.
  - a) Details and shop drawings of each manhole, proposed to be furnished shall be submitted to and approved by the Project Engineer prior to the

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manufacture of the units. Manholes which are not manufactured in compliance with the approved shop drawings and these specifications may be rejected.

- b) The design and manufacture of the manholes, and special pipes construction at manholes, shall conform to these specifications.
- c) In addition to the general requirements, precast manholes shall conform to the requirements of ASTM Designation C478-75 and the following modifications thereto:
  - 1) the minimum shell thickness shall be 5 inches;
  - 2) cement to be used for precast sanitary manholes shall be Type II sulfate resistant cement
  - 3) concrete used in construction of precast sanitary manholes shall obtain a compressive strength of 4000 psi at 28 days;
  - 4) joints in the manholes shall be sealed with RAM-NEK Preformed Flexible Plastic Gasket Strips or City of Sebring approved equal. Shall meet Meets Federal Specification SS-S-210 (210-A), AASHTO M-198 75 1 and ASTM C990-09;
  - 5) lifting holes through the structures are permitted, however, all holes shall be completely sealed with hydraulic cement;
  - 6) the design of the structure shall include a precast base of not less than 8 inches in thickness, and poured monolithically with the bottom section of the manhole walls;
  - 7) the entire exterior surface of the manhole shall be painted with two coats of coal tar epoxy, 8 mils minimum.
  - 8) all grout used for sealing around the pipe openings shall be of type acceptable to the Project Engineer designed for use in water; all openings and joints shall be sealed watertight;
  - 9) precast manhole tops, if used, shall terminate at such elevations as will permit laying up to a minimum of 12 inches of clay brick under the manhole frame to make allowance for future street grade adjustment;
  - 10) drop connections, where required on precast manholes, shall be manufactured with the manhole elements at the casting yard; the manufacturer shall submit for approval the method of drop manhole construction; and
  - 11) Stainless steel inflow covers to be provided for all manholes;

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- 12) When tying into an existing unlined manhole, the manhole shall first be lined with AGRU Suregrip® HDPE liner, 2mm minimum thickness or lined with one half inch minimum thickness of SewperCoat® 100% calcium aluminate mortar, or other liner system as approved by the City of Sebring.
- 13) All new terminal manholes, new manholes closest to a lift station, new manholes with a force main and manholes with more than one inlet and one outlet shall be precast with the AGRU Suregrip® HDPE liner, 2mm minimum thickness or other precast in place liner approved by the City of Sebring.
- d) Manhole Casting: Casting for manhole frames, covers, steps, and other items shall conform to ANSI Designation A 48-74, Class 30. Castings shall be true to pattern in form and dimensions and free of pouring faults and other defects in positions which would impair their strength or otherwise make them unfit for the service intended. The seating surfaces between frames and covers shall be machined to fit true. No plugging or filling will be allowed. Lifting or "pick" holes shall be provided, but shall not penetrate the cover. Casting patterns shall conform to those shown or indicated on the drawings. The words SANITARY SEWER, CONFINED SPACE, CITY OF SEBRING and YEAR shall be cast in all manhole covers. All manhole frames and covers shall be traffic bearing. Manhole castings shall be of U.S. manufacture.
- e) Cement Mortar: Cement mortar for manhole construction shall be 1 part cement and 3 parts clean sharp sand to which hydrated lime may be added in the amount not to exceed 10% of the amount of cement by volume. It shall be mixed dry and then wetted to proper consistency for use. No mortars that have stood for more than 1 hour shall be used.

#### 2.00 Construction:

- 2.01 Excavating the trench:
  - a) As a general rule, do not open the trench to far ahead of the pipe laying so as to: avoid possibly flooding the trench, reduce or eliminate pumping or sheeting, reduce caving caused by ground water, reduce potential workmen and traffic hazards.
  - b) The trench width at the ground surface may vary with and depend upon the depth, type of soils and position of surface structures. The minimum clear width of the trench in the pipe zone should be one foot greater that the outside diameter of the pipe. The maximum clear width of the trench at the top of the pipe should not exceed a width equal to the pipe diameter plus two feet. If the above defined trench widths must be exceeded or if the pipe is installed in a compacted embankment, pipe embedment should be compacted to a point of at least 2.5 pipe diameters

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on both sides of the pipe or to the trench walls, whichever is less.

- c) Minimum cover for the top of the pipe is 36 inches below the finished grade.
- d) The trench bottom should be smooth and free from large stones, rocks or large dirt clods. Excavation of bells should be provided so that the pipe is uniformly supported along its length. Usually, loose material left by the excavator on the trench bottom will be adequate for bedding the pipe barrel and providing full support. When rock or other noncushioning material is encountered, excavation shall be extended to 6 inches below the outside bottom of the pipe and a bedding cushion of sand or other selected backfill used as the pipe bed.
- e) Laterals should be a minimum of 30"-36" below finish grade. Four inch (4") single, six inch (6") double for residential / commercial applications. Four inch (4") clean out to grade at property line.

#### 2.02 Pipe Handling

- a) The interior of all pipe shall be thoroughly cleaned of all foreign material before being lowered in the trench and shall be kept clean during the laying operations by means of plug or other approved methods.
- b) Pipe laying shall proceed up grade with spigot ends pointing in the direction of flow. Before pipe is joined, gaskets shall be cleaned of all dirt and stones and other foreign material. The spigot ends of the pipe shall be lubricated lightly with a lubricant specified by the pipe manufacturer and approved by the Project Engineer. Sufficient pressure shall be applied to the pipe so as to properly seat the socket in the bell of the pipe. All pipe shall be laid straight, true to the lines and grades shown on the plans, in each manhole section.
- c) Under no circumstances shall pipe be laid in water, and no pipe shall be laid when trench conditions or the weather is unsuitable for such work, except by permission of the Project Engineer. At all times when work is not in progress, the exposed ends of all pipes shall be fully protected by a board or other approved stopper to prevent earth or other substances from entering the pipe.
- d) Any pipe which is disturbed or found to be defective after laying shall be taken up and relaid or replaced.
- e) Transportation: Care shall be taken during transportation of the pipe that it is not cut, kinked or otherwise damaged.
- f) Handling Pipe Lengths: Ropes, fabric, or rubber protected slings and straps shall be used when handling pipes.

- g) Storage:
  - 1) Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe.
  - 2) Stacking of the polyvinylchloride pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipes under the anticipated temperatures and condition.
  - 3) When necessary, due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such width as not to allow deformation of pipe at the point of contact with the sleeper or between supports.
  - 4) The handling of the jointed pipe line shall be in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Sections of the pipes with deep cuts and gouges shall be removed.
  - 5) Care shall be exercised when lowering pipe into the trench to prevent damage to or twisting of the pipe.
  - 6) Polyvinylchloride pipe connected to heavy fittings, manholes, and rigid structures shall be supported in such a manner that no subsequent relative movement between the pipe and the joint with the rigid structures is possible.

#### 2.03 Additional Work

- a) Concrete Inverts: All manhole interior bottoms shall be shaped with true inverts. Inverts shall be of concrete mortar construction, as specified herein.
- b) Additional items of construction, such as cleanouts, terminal lamp holes, special manholes, and other items necessary for the complete installation of the system shall conform to specific details on the drawings and shall be constructed of first-class materials conforming to the applicable portions of the specifications.
- c) Connections to existing manholes and pipe stubs shall be made without permanent damage to the existing structure. The invert channels shall be reshaped or removed, if necessary, and reconstructed to provide for smooth flow. Pipe opening in the existing manhole walls shall be made watertight with an approved grout.

3.00 Quality Testing/Inspections:

3.01 It is imperative that all sewers and appurtenances be built practically watertight and that the Contractor adhere rigidly to the specifications for

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materials and workmanship. Sewage may need to be pumped for disposal and special care and attention must be paid to securing watertight construction. Upon completion, the sewer, or section thereof, will be tested and gauged and if leakage is above the allowable limits specified, the sewer will be rejected.

- 3.02 On completion of each block or section of sewer, or such other times as the Project Engineer may direct, the block or section of sewer is to be cleaned, tested, and inspected. EACH SECTION OF THE SEWER IS TO SHOW, EXAMINATION FROM EITHER END, A FULL CIRCLE OF LIGHT BETWEEN MANHOLES.
- 3.02 Each manhole, or other appurtenances to the system also shall be of the specified size and form, be watertight, neatly and substantially constructed, with the top set permanently to exact position and grade.
- 3.03 All repairs shown necessary by the inspection are to be made; broken or cracked pipe replaced, all deposits removed and the sewer left true to line and grade, entirely clean and ready to use.
- 3.04 All wastewater collection systems shall be tested by infiltration/exfiltration as described below:
  - a) The allowable limits of infiltration, exfiltration, or leakage for the entire system or any portion thereof, including house service lines, shall not exceed a rate of 0.1 gallons per foot of pipe per 24 hours for all sizes of pipe throughout the system. The allowable limits of infiltration or exfiltration of manholes shall not exceed a rate of 2 gallons per manhole per 24 hours.
  - b) Infiltration, if taken between any two adjacent manholes, shall not exceed 0.1 gallon per 24 hours per foot of sewer for all sizes and all locations. This testing of lines between adjacent manholes will not be required except to localize the position of a leak in a portion of the system that exceeds the allowable leakage limit or as directed by the Project Engineer.
  - c) Any part or all of the system may be tested for infiltration or exfiltration, as directed by the Project Engineer. Prior to testing for infiltration, the system shall be pumped out so that normal infiltration or exfiltration shall be determined by pumping into or out of calibrated drums, or by other approved methods.
  - d) The exfiltration test will be conducted by filling the portion of the system being tested with water to a level which will provide: a minimum head on a service lateral connected to the test portion of 2 feet; or in the event there are no service laterals in the test portion, a minimum difference in elevation between the crown of the highest portion of the sewer and the test water level of 5 feet.

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- e) Tests shall be conducted on portions of the system not exceeding 3 manhole runs or more than 1000 feet of main sewer, or as otherwise directed by the Project Engineer. Tests shall be run continuously for 3 hours. Where infiltration or exfiltration exceeds the allowable limits also specified herein, the defective pipe, joints, or other faulty construction shall be located and repaired. If the defective portions cannot be located, as much of the work as is necessary will be removed and reconstructed in order to conform to the specified allowable limits. Testing shall be performed as the job progresses and shall be started after no more than 2000 feet of pipe is laid.
- f) The Contractor shall provide all labor, equipment and materials, and conduct all testing required, under the direction of the Project Engineer.

#### END OF GRAVITY SEWER SPECIFICATIONS

#### **SEWER FORCE MAINS SPECIFICATIONS**

- 1.0 Polyvinylchloride Pipe
  - 1.01 Polyvinylchloride Pipe: AWWA C900; Pressure Class 100, DR 25 for operating pressure less than 50 PSI; Class 150, DR 18, for operating pressure greater than 50 PSI. Force Main under paved areas shall be AWWA C900, DR 14, Pressure Class 200. For pipe less than 4 inches in diameter, use ASTM D2241, SDR 21, Pressure Class 200.
  - 1.02 All polyvinylchloride (PVC) pipe shall be laid with metal locator tape buried one foot above and parallel to the pipe centerline. The locator tape shall be at least 2 inches wide with aluminum backing and shall be lettered, "CAUTION: FORCE MAIN BURIED BELOW" in large letters.

And

All polyvinylchloride (PVC) pipe shall be laid with a 12 gauge solid copper locating wire with PVC coating buried on top of the pipe. Wire and installation shall meet National Electrical Code Federal Specification J-C-308.

- 1.03 All fittings on PVC pipe shall be Mega-Lug type or approved alternate. By EBAA only.
- 2.0 High Density Polyethylene Pipe (HDPE)
  - 2.01 Polyethylene Piping Material: The pipe and fittings shall be made of High Density, Extra High Molecular Weight (EHMW) polyethylene with a standard thermoplastic material designation code of PE3408 and having a cell classification of 345464E per ASTM D3350. The molecular weight category shall be extra high (25,000 to 1,500,000) as per the Gel Permeation Chromatography determination procedure with a typical value of 300,000 to 330,000. The pipe will be the color green and shall meet the Utility Location and Coordination Council "Uniform Color Code," for sewer and drain lines, per APWA/LCC Standards Committee.
  - 2.02 The polyethylene pipe manufacturer shall provide certification that the stress regression testing has been performed on the specific product. The said certification shall include a stress live curve per ASTM D2837. The stress regression testing shall have been performed in accordance with ASTM D2837, and the manufacturer shall provide a product supplying a minimum Hydrostatic Design Basis (HDB) of 1,600 psi as determined by ASTM D2837.
  - 2.03 The material shall be listed by the Plastics Pipe Institute (PPI), a division of The Society of the Plastics Industry in PPI TR-4. The pipe material shall have a Hydrostatic Design Basis of 1600 psi at 730F and 800 psi at 1400F. The PPI listing shall be in the name of the pipe manufacturer and testing and validation of samples of the pipe manufacturer's production pipe shall be based upon ASTM D2837 and PPI TR-3.

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- 2.04 The manufacturer's certification shall state that the pipe was manufactured from one specific resin in compliance with these specifications. The certificate shall state the specific resin used and its source.
- 2.05 HDPE pipe manufactured from materials meeting the specifications of this section shall have an Environmental Stress Crack Resistance of no failures in 10,000 hrs. (ESCR: FO>10,000) when tested in accordance with ASTM F1248.
- 2.06 Pipe and fittings shall be manufactured from material meeting the requirements of this section. Pipe supplied under this specification shall have a nominal IPS (Iron Pipe Size) outside diameter unless otherwise specified. The Dimension Ratio (DR) and pressure rating of the pipe at 73\* shall match the following unless noted otherwise on the drawings: DR 7.3 250 psi DR 13.5 130 psi DR 21 80 psi DR 9 200 psi DR 15.5 110 psi DR 26 65 psi DR 11 160 psi DR 17 100 psi DR 32.5 50 psi
- 2.07 The pipe and fittings shall have product traceability. The manufacturer shall include a print line on the pipe. This shall notate the manufacturer's name, address, date of manufacture, the lot and supplier of raw material, plant location, and production shift. The ASTM standard shall also appear as ASTM F714 with the material designation as PE3408. The print line shall be black on the green pipe.
- 2.08 Both pipe and fittings shall carry the same pressure rating. All fittings shall be pressure rated to match the system piping to which they are joined. At the point of fusion, the outside diameter and minimum wall thickness of the fitting shall match the outside diameter and minimum wall thickness specifications of ASTM F714 for the same size pipe. Fittings shall be manufactured by the manufacturer of the pipe. Ells, tees, and wyes shall be manufactured by mitered fabrication. For force mains or pressure rated fittings, all fittings shall be derated according to the manufacturer's written specifications, and clearly labeled on the fitting as such. For gravity or sanitary sewer, either direct bury or insertion lining fittings will be fully pressure rated. All fittings will have a quality control label as approved by the manufacturer.
- 2.09 Heat fusion joining systems: Pipe and fittings shall be thermal butt fusion, saddle fusion, or socket fusion according to manufacturer recommended procedures.
- 2.10 The manufacturer shall provide fusion training. The contractor (actual installers) and the onsite joint inspector shall be trained by the manufacturer or manufacturer's authorized representative.
- 2.11 It will not be permitted to join unlike DR's to one another. Transition from unlike SDR's shall be accompanied by mechanical couplings capable of

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identical pressure ratings or machined polyethylene nipples where a thicker wall polyethylene has been matched to the companion pipe wall.

- 2.12 Mechanical joining systems: Polyethylene pipe and fittings shall be connected by means of a polyethylene flange adapter and backup ring. The polyethylene flange adapter will be of the same specifications as the LightView except will be made from black plate stock. This method is also approved to join to another piping system or valves. Mechanical compression couplings or full circle encasement clamps may be used depending on the test specifications.
- 2.13 Mechanical couplings shall be installed in accordance with the mechanical coupling manufacturer's recommended procedures.
- 2.14 Equipment: The fusion equipment and operator shall be required to demonstrate successful field experience. Regarding fusion over 36" capability, the fusion unit shall be field tested for a period of five years and the fusion operator shall have pipe size experience of the same size pipe on this project for five years or longer.
- 3.0 Ductile Iron Pipe
  - 3.01 Ductile iron pipe shall meet the requirements of ANSI Specifications A21.51, AWWA C151. Pipe wall thickness shall conform to a minimum of class 50 with 350 psi working pressure. Exterior of pipe shall have bituminous coating. Interior of pipe shall be polylined in accordance with manufacturer's specifications and be resistant to the corrosive elements normally found in municipal waste water.
- 4.0 Air Release Valve Unit:
  - 4.01 As shown on the plans.
- 5.0 Tests, Inspection, and Repairs:
  - 5.01 All materials shall be tested in accordance with the applicable Federal, ASTM, or AWWA Specification and the basis for rejection shall be as specified therein. Certified copies of the tests shall be submitted with each shipment of material.
  - 5.02 All materials will be subject to inspection and approved by the Project Engineer after delivery and no broken, cracked, misshapen, imperfectly coated, or otherwise damaged, or unsatisfactory material shall be used.
  - 5.03 All material found during the progress of the work to have cracks, flaws, or other defects shall be rejected and promptly removed from the site.
  - 5.04 If damage occurs to any pipe, fittings, valves hydrants, or water main accessories in handling, the damage shall be immediately brought to the

Project Engineer's attention. The Project Engineer shall prescribe corrective repairs, or rejection of the damage items.

- 6.00 Construction:
  - 6.01 Excavating the trench:
    - A) As a general rule, do not open the trench to far ahead of the pipe laying so as to: avoid possibly flooding the trench, reduce or eliminate pumping or sheeting, reduce caving caused by ground water, reduce potential workmen and traffic hazard.
    - B) The trench width at the ground surface may vary with and depend upon the depth, type of soils and position of surface structures. The minimum clear width of the trench in the pipe zone should be one foot greater that the outside diameter of the pipe. The maximum clear width of the trench at the top of the pipe should not exceed a width equal to the pipe diameter plus two feet. If the above defined trench widths must be exceeded or if the pipe is installed in a compacted embankment, pipe embedment should be compacted to a point of at least 2.5 pipe diameters on both sides of the pipe or to the trench walls, whichever is less.
    - C) Minimum cover for the top of the pipe is 36 inches below the finished grade.
    - D) The trench bottom should be smooth and free from large stones, rocks or large dirt clods. Excavation of bells should be provided so that the pipe is uniformly supported along its length. Usually, loose material left by the excavator on the trench bottom will be adequate for bedding the pipe barrel and providing full support. When rock or other non-cushioning material is encountered, excavation shall be extended to 6 inches below the outside bottom of the pipe and a bedding cushion of sand or other selected backfill used as the pipe bed.
  - 6.02 Pipe laying:
    - A) Water shall not be allowed in the trenches while the pipes are being laid and/or tested. The Contractor shall not open up more trench than the available pumping facilities are able to dewater to the satisfaction of the Engineer. The Contractor shall assume responsibility for disposing of all water so as not to injure or interfere with the normal drainage of the territory in which he is working. In no case shall pipelines be used as drains for such water, and the ends of the pipe shall be kept properly and adequately blocked during construction by the use of approved stoppers and not by improvised equipment. All necessary precautions shall be taken to prevent the entrance of mud, sand, or obstructing matter into the pipelines. If

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on completion of the work, any such material has entered the pipelines, it must be cleaned as directed by the Engineer so that the entire system will be left clean and unobstructed.

- B) Cleanliness: The interior of the pipe shall be thoroughly cleaned of all foreign matter before being gently lowered into the trench and shall be kept clean during the laying operations by means of plugs or other approved methods. During suspension of work for any reason at any time, a suitable stopper shall be placed in the end of the pipe last laid to prevent mud or other foreign material from entering the pipe.
- C) Gradient: Lines shall be laid straight, and depth of cover shall be maintained uniform with respect to finish grade, whether grading is either completed or proposed at time of pipe installation. When a grade of slope is shown on the drawings, batter boards with string line paralleling design grade, or other previously approved means, shall be used by the Contractor to assure conformance to required grade. All pipe shall be laid within a pipe diameter of lines and grades indicated.
- D) Pipe Joint Deflection: Whenever it is desirable to deflect pipe, the amount of deflection shall not exceed the following maximum limits:
  a) for ductile iron pipe, AWWA Standard C900; b) for PVC pipe, no deflection is allowed at the joints, and longitudinal deflection is limited to the maximum shown in AWWA Publication M23. Additionally, joint deflection for ductile iron pipe shall not exceed the maximum allowed by the manufacturer.
- E) PVC Pipe Storage: Polyvinylchloride pipe exterior may be damaged by prolonged exposure to direct sunlight and the Contractor shall take necessary precautions during storage and installation to avoid this damage. Pipe shall be stored under cover and sufficient backfill to shield from the sun shall be placed as the pipe is installed.
- F) Joint Compounds: No sulphur base joint compound shall be used.
- G) Anchors: Concrete thrust blocks shall be placed at all bends, tees, plugs, and other fittings to provide lateral support. Thrust blocks shall conform to the details shown on the illustrative standards. Concrete shall have a compressive strength of 2500 psi after 28 days, and shall have a minimum curing time of 3 days. The poured concrete shall be left exposed for a minimum of 24 hours before backfilling and not more than 48 hours.
- H) Joints: The joints of all pipelines shall be made absolutely tight. The particular joint shall be approved by the Project Engineer prior to installation. Where shown on plans or where, in the opinion of the

Project Engineer, settlement or vibration is likely to occur, all pipe joints shall be bolted, or retained accordingly.

- I) Mechanical Joints: All Mechanical Joints shall be Mega-Lug type by EBAA, and shall be laid and jointed in full conformance with manufacturer's recommendations.
- J) Push-On Joints: Push-on joints shall be made in strict, complete compliance with the manufacturer's recommendations. Lubricant, if required, shall be an inert, nontoxic, water soluble compound incapable of harboring, supporting, or culturing bacterial life. Manufacturer's recommendations shall be submitted to Engineer for review and approval before work is begun.
- K) Polyvinylchloride Pipe Joints: The joints of all pipelines shall be made in conformity with the recommendations of the pipe manufacturer. The particular joint used shall be approved by the Engineer prior to installation.
- L) Sanitary sewers and force mains shall have a minimum of 10 feet horizontal clearance with parallel potable water lines, and 18 inches vertical clearance when crossing. Concrete encasement shall be constructed in accordance with details shown on the drawings using 2500 psi minimum compressive strength concrete. Encasement shall be constructed where:
  - the water line crosses under, or at a depth which provides less than 18 inches clear distance between pipes when crossing over sewer lines; encasement shall extend a minimum of ten feet on each side of the point of crossing; or
  - 2) the Engineer shall order the line encased.

The points of beginning and ending of pipe encasement shall be not more than 6 inches from a pipe joint to protect the pipe from cracking due to uneven settlement of its foundation, or the effects of superimposed live loads.

Class I Concrete (minimum compressive strength of 2500 psi) encasement, shall be required for both gravity sewer mains and force mains when the above criteria for separation of water and sewer lines cannot be maintained.

M) Flushing: All sewer mains shall be flushed to remove all sand and other foreign matter. The velocity of the flushing water shall be at least 4 feet per second. Flushing shall be terminated at the direction of the Engineer. The Contractor shall dispose of the flushing water without causing a nuisance or property damage.

- N) Hydrostatic Tests:
  - 1) All components of the force main distribution system, including fittings, services, connections, and valves shall be hydrostatic tested. No testing shall be done until all concrete thrust blocking is in place and set. If high early strength concrete is used, testing may be conducted 48 hours after the concrete is placed; otherwise, thrust block concrete must cure 5 days before pressure testing commences. In testing, the part of the system under test shall be filled with potable water and subjected to a sustained pressure of 150 psi. The piping shall be tested in sections, thereby testing each valve for secure closure. While the system is being filled, air shall be carefully and completely exhausted. If permanent air vents are not located at all high points, the Contractor shall install corporation stops or fittings and valves at such points so the air can be expelled as the pipe system is slowly filled with water.
  - 2) Test pressure shall be maintained by pumping for at least one hour and until all sections under test have been checked for evidence of leakage. Rate of loss shall not exceed that specified below, "Allowable Limits For Leakage". Visible leaks shall be corrected regardless of total leakage shown by test.
  - 3) The system as a whole, or any part, shall be tested prior to construction of any subdivision roadway or pavement over the sewer system.
  - 4) The system as a whole, or any part, shall be retested after completion of backfilling when it is believed necessary, as directed by the Project Engineer. The system shall also be retested upon completion of subdivision roadway or other pavement construction that is constructed over the sewer system.
  - 5) All pumps, gauges, and measuring devices shall be furnished, installed, and operated by the Contractor and all such equipment and devices and their installation shall be approved by the Project Engineer. All pressure and leakage testing shall be done in the presence of a representative of the Engineer.
  - 6) Water for testing and flushing shall be potable water provided by the Contractor from a source approved by the Project Engineer.
- O) Allowable Limits For Leakage: The hydrostatic pressure tests shall be performed as specified and no installation, or section thereof, will

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be acceptable until the leakage is less than the number of gallons per hour as determined by the formula:

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

in which

- L = Allowable leakage, in gallons per hour N = Approximate number of joints in the section of main being tested
- D = Pipe diameter; in inches
- P = The average test pressure during the test, in gauge psi

#### **END OF FORCE MAIN SPECIFICATIONS**

#### LIFT STATION SPECIFICATIONS

- 1.0 Lift Station (wet well) Construction Materials, Coatings and Liners
  - 1.01 Openings in the walls whether precast with the manhole or core drilled, shall be appropriate for installation of a flexible resilient boot with all stainless steel components, meeting or exceeding ASTM C923 Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipe, and Laterals. Installation of the boot and pipe shall be in accordance with the manufacturer's specifications to insure a water tight connection.
  - 1.02 The existing manhole shall be pressured washed and cleaned in accordance with the manufacturer of the coal tar epoxy. Two coats of coal tar epoxy coating shall be applied to the inside of the lift station, in accordance with manufacturers recommendations and requirements.
- 2.0 Piping Inside Pump Station and Valve Vault:
  - 2.01 Piping inside the station wet well and valve vault shall be ductile iron with flanged joints. Flanges shall be either welded or threaded to the connecting pipes. All fasteners inside the wet well and valve vault shall be stainless steel.

Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 150-psi rated working pressure plus a 100-psi surge allowance; a 2 to 1 factor of safety on the sum of working pressure plus surge pressure;

Ductile iron pipe for wastewater shall have an interior fusion bonded epoxy lining in accordance with ANSI/AWWA C116/A 21.16, latest revision.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

Fittings shall be ductile iron shall have an interior fusion bonded epoxy lining in accordance with ANSI/AWWA C116/A 21.16, latest revision. Fittings shall conform to the latest revision of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings and accessories shall be furnished with Mechanical Type Joints in accordance with ANSI/AWWA C11/A21.11, of latest revision.

All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of ANSI/AWWA C600.

#### 3.0 Valves

3.01 Eccentric Type Plug Valves: Plug valves shall be non-lubricated eccentric type with resilient faced plugs having mechanical joint or flanged ends.

- A. Port areas shall be at least 80% of full pipe area.
- B. Valve seats, valve plug stem sleeves and plug stem bushings shall be fabricated of materials, which are corrosion and abrasive resistant. The corrosion resistance shall be such that exposure over a period of five years to domestic wastewater, industrial such that exposure over a period of five years to domestic wastewater, industrial wastewater, domestic sludge's or industrial sludge's containing sulfuric acid, hydrochloric acid, acetic acid, mineral oils, vegetable oils, polymers, esters or acetones shall not result in sufficient corrosion to interfere with the serviceability of the plug valve.
- C. Seals shall be capable of being replaced while the line and valve remain in service, if under submerged conditions, thereby eliminating the need to take process units out of service.
- D. All exposed nuts, bolts, springs, and washers shall be plated with corrosion resistant material. Means of actuation shall be by lever, gear actuator, tee wrench, extension stem, or floor stand, as indicated.
- E. Valves shall be DeZurik Series 100, Homestead Ballcentric, Dresser Style 800 X-Centric, or equal.
- 3.02 Gate Valves: Buried gate valves 4-inch and larger shall be full iron body, epoxy fusion bonded inside and out, non-rising stem gate valves. Valves shall meet the requirements of ANSI/AWWA C500 and shall have mechanical joint ends. Mechanical joints and joint accessories shall meet

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the requirements of ANSI/AWWA A21.11/C111. Valve opening direction shall be consistent with operation of existing valves in the utility in which the valves are installed, unless otherwise directed by the Engineer.

A. Three-inch buried gate valves shall be iron body, non-rising stem gate valves.

Valves shall meet the requirements of ANSI/AWWA C500, except ends shall be screwed. Screwed ends shall meet the requirements of ANSI B16.3. Valve opening direction shall be consistent with operation of existing valves in the utility in which the valves are installed, unless otherwise directed by the Engineer.

- B. Gate valves 4-inch and larger installed above ground or in structures shall be iron body, outside screw, and yoke gate valves. Valves shall meet the requirements of ANSI/AWWA C500, except those parts of ANSI/AWWA C500 only applicable to non-rising stem gate valves and wrench nuts. Outside screw and yoke gate valves shall have flange joint ends and malleable iron hand wheels. Flange joints and accessories shall meet the requirements of ANSI/AWWA C110. Nuts and bolts shall be cadmium plated. Gaskets shall be full face and shall be velumoid, or equal.
- B. Gate valves smaller than 4-inch installed above ground or in structures shall be bronze, 125 lb. S.W.P. double disc, screwed-in bonnet, rising stem, inside screw gate valves with screwed ends and malleable iron hand wheels. Valves shall meet the requirements of Federal Specification WW-V-54d for Class A, Type III valves.
- 3.03 Check valves shall be Swing Check Valves with outside weighted arm, iron body, bronze mounted, Mueller or approved equal.
- 4.00 Rails, Fasteners, Lift Chains
  - 4.01 Pump rails shall be 304 stainless steel, at nominal diameter, recommended by manufacturer. Minimum diameter shall be 11/2 inches.
- 4.02 All fasteners and hardware inside the wet well and valve shall be stainless steel.
  - 4.03 Lift chains shall be stainless steel. Check valves shall be Swing Check Valves with outside weighted arm, Mueller or approved equal.
- 5.00 Access Frame and Cover
  - 5.01 A door access frame assembly shall be furnished for the wet well and valve box. The access frame cover shall be capable of bearing a 300 pounds per square foot (psf) live load. Access frame and covers shall be fabricated of aluminum. Frame shall support stainless steel guide rails and stainless steel cable holder. All hinged cover to be spring load provided with lifting handle

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and safety latch to hold cover in the open position. Locking hasps shall be furnished for each cover. Frame and access cover shall be manufactured by Halliday Products; or equal. The entrance latch shall be constructed and fabricated to comply with the OSHA standards. All surfaces in contact with concrete shall have a shop coat of zinc chromatic primer, approved alkali resistant paint or other approved protective coating. Cover must be compatible with pumps and guide rail system. All hardware, including anchors, bolts, hasps, hinges, guides and cable holders shall be stainless steel.

6.0 Pumps

Sulzer pumps as noted on the plans shall be used, unless an alternate supplier is approved by the City of Sebring.

- 7.0 Lift Station Control Panel
  - 7.01 The lift station shall have 1 1/2 inch (minimum) 316 stainless steel unistrut channels, mounted on 4"x4" (minimum) concrete post to form a mounting rack for the various electrical and control panel boxes. All mounting hardware and bolts shall be made from 316 stainless steel. All panels and boxes shall be NEMA 4X stainless steel or aluminum or fiberglass. The rack shall be sized such that the boxes/panels are mounted in a neat, orderly and organized arrangement and at a height to allow working on the panels in a comfortable standing position. Concrete post shall be no further than 48 inches center to center, at least 48 inches in the ground with 18 inches minimum diameter of concrete as a base. All boxes/panels shall be mounted to meet NEC requirements using 316 stainless steel hardware and bolts, with tops no more than six feet above the base slab and bottoms no lower than two feet above the base slab. unless otherwise approve.
  - 7.02 300-Watt minimum, twin lamp (150 watt minimum each bulb) outdoor halogen flood light fixture. Each of the twin heads shall be adjustable and have a weather resistant aluminum case construction.
  - 7.03 The control panel shall be standard duty type NEMA 4X (Type 304 stainless steel) with dead front interior door, and provisions for pad locking the door. The inner door shall have a pocket for retaining the panel wiring diagram.
  - 7.04 All control wiring from the wet well shall first be routed through a terminal junction NEMA 4X stainless steel enclosure to prevent the possible entry of gases from the wet well to the control panel. The conduit from the junction box to the control panel shall be duct sealed.
  - 7.05 The lift station shall be protected against electrical inequities. Phase monitor relay shall be as manufactured by Diversified Electronics,

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Evansville, IN., Model #SLA 440 ALE, including surge capacitor as required by 17-6.05. Lightning arrestor/surge suppressor shall be Silicon Type-N. Ground fault protection and lightning arrestor shall be included.

- 7.06 Supplied and mounted on the exterior side of the panel shall be a Russellstoll JRSA1044FR J-Line Receptacle Watertight (Screw Cover), Reverse Service, 100 Amp, 4 Pole 4, with 1.5" Bushing I.D., standby generator receptacle.
- 7.07 The panel shall have a vaporproof red light mounted on the top of the panel for high level alarm visual indication and a red indicator pilot light mounted on the inner door. The alarm light and pilot light shall be pre-wired to terminals to operate on high level control signal. Panel shall have a push to test switch for the alarm light. Mounted on the outside of the main panel shall be a high water level audible alarm with a silence button.
- 7.08 A three-pole BQ frame circuit breaker sized to N.E.C. shall be required for each pump with a thru-the-door interlock so the doors cannot be opened with the circuit breaker on. The operator shall be provided with an interlock defeat device which requires a hand tool to operate and is lockable in an off position. Each pump motor shall be provided with a NEMA rated across the line starter with individual quick-trip overload and phase loss protection on each leg. Overloads shall be capable of either manual or automatic reset and shall have a manual trip button to facilitate testing of the overload mechanism. A reset button shall be provided on the door for each overload Starter coils and contacts shall be easily replaceable with standard hand tools.
- 7.09 The transformer shall be sized according to the transformer manufacturer's instructions to supply the total connected load in the panel including convenience receptacle.
- 7.10 A rotary type 3 position selector switch for hand-off-automatic operation and a run pilot light for each pump shall be on the inner door. A DPDT plug-in type alternator relay shall alternate pumps each pumping cycle and provide both pumps run on demand. A one-pole, 20 amp circuit breaker shall be provided for the 120 volt control circuit for both pumps and the convenience receptacle, G.F.I., mounted on the inner door. Wire shall be minimum #14 gauge in wire duct, wire marked and fully accessible. Wiring shall be labeled, color coded or numbered. Relays and control wiring shall be rated NEMA 300 volt, Furnas Electric Class 46, or equal.
- 7.11 Power terminal blocks shall meet 600 volt creepage and clearance requirements of NEMA and UL for general industrial control equipment and panel boards.

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- 7.12 Control circuit terminal blocks shall be rated 300 volts as NEMA general industrial control devices.
- 7.13 The panel shall have a BQ frame normal breaker and a BQ frame emergency for main breaker disconnect with handles through the inner door and a mechanical interlock on the handles to insure only one breaker is in the "on" position at a time.
- 7.14 Breakers shall be sized as required, 200 amp maximum. No fuses shall be permitted inside the control panel, only resettable circuit breakers. All breakers and starters shall be Square D company, or approved equal. The panel shall be full factory tested prior to shipment and installation.
- 7.15 Elapsed Time Meters: The panel shall have a non-reset type elapsed time meter for each starter mounted on the inner door to record the accumulated running time of each pump. Elapsed time meter for each clock shall record in hours and 1/10 of an hour.
- 7.16 Electrical Service Entrance: A meter socket and disconnect, all meeting applicable electric codes and requirements of the power company, shall be provided.
- 7.17 Mercury Switch Level Controls: Mercury switch level controls shall be encased in floats and supported by means of heavily neoprene packeted three conductor cables. The floats shall be constructed of material suitable for use in wastewater and shall be resistant to fatty acids, hydrogen sulfide, chlorine, and other compounds common in wastewater. Switches shall be mounted on a standard stainless steel rack accessible from the hatch cover and in a place that does not interfere with the removal of the pumps.
- 8.0 Telemetry

8.01 No telemetry required.

- 9.0 Generator
  - 9.01 No generator is required.
- 10.0 Fencing

10.01 No fencing is required.

11.0 Shop Drawings

11.01 Shop drawings showing details of Construction shall be submitted to the Project Engineer for approval prior to any construction.

- 12.0 Record Drawings and Operation and Maintenance Manual
  - 12.01 Upon completion of the project and prior to final payment the Contractor shall supply record drawings of the lift station and provide an operation and maintenance manual detailing all equipment used and describing proper operation procedures and required maintenance procedures. Four copies are to be supplied.

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#### 13.00 Start up

- 13.01 During construction, the services of a manufacturer's representative shall be provided, without cost to the Owner, to inspect the various items of equipment during construction as well as prior to placing into operation. In addition to these inspections, the services of the manufacturer's representative will be required to provide consultation during initial station start-up and for a period thereafter to instruct the Owner's utility personnel in the operation of the sewage pumping equipment.
- 13.02 After erection, the Contractor shall demonstrate that all equipment is operating in a satisfactory manner. All equipment shall be lubricated according to recommendations of the manufacturers and all adjustments shall be made to suit anticipated operations. Each piece of equipment shall be tested to show that it operates quietly, without vibration, overheating, or signs of distress, at full capacity. Adjustments shall be made as necessary. All defective parts of machinery shall be replaced.

#### END OF LIFT STATION SPECIFICATIONS

#### WASTEWATER PLANT DEMOLITION

Following successful completion of the lift station and force main connection to the City of Sebring and the authorization by the Florida Department of Environmental Protection to place the connection in service, all tanks and components of the existing wastewater facility will be removed from the site and the tank sites and ponds backfilled. The successful bidder shall be responsible for all labor, equipment, materials and disposal fees required for this process.

The existing tanks shall be emptied of all contents, pressure washed to be clean of all loose materials. All of the contents and wash water shall be disposed of in a lawful and legal manor at the expense of the successful bidder. The disposal maybe through the existing sludge hauler for the facility, hauled to another facility for further treatment and final disposal or hauled to a landfill which accepts such waste. The successful bidder will then rinse the tanks with a chlorine bleach solution and then remove the tanks from the site for recycling, landfill disposal or other legal and lawful destination.

The holes left by the tank removal and the existing percolation ponds shall be backfilled with clean sand fill. The fill shall be placed in twelve inch or less lifts and equipment rolled or compacted to eliminate pockets, simulate approximate native ground and prevent excessive settling. The fill in the plant and pond area shall be brought up to the elevation of the paved road adjacent to the site, or the elevation indicated on the plans. All disturbed areas within the existing fence shall then be sodded with Bahia sod.

The contractor shall include the cost of any required permitting, testing (asbestos), disposal fees for the plant and/or the contents of the plant in the bid.

#### END OF PLANT DEMOLITION SPECIFICATIONS

A WARRANTY OF ONE YEAR ON ALL LABOR, EQUIPMENT, PARTS AND MATERIALS USED IN THE CONSTRUCTION SHALL BE PROVIDED BY THE CONTRACTOR TO THE OWNER.

#### **SECTION 5 – INSTRUCTIONS TO BIDDERS/PROPOSERS**

- 1) <u>Firm Pricing for City Acceptance</u> Bid price must be firm & fixed for the term of the contract for City acceptance.
- 2) <u>Late Bids</u> Late submittals will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.

3) <u>Rights of City</u> - 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) <u>Anticipated Timeline</u>:

Bid Opening:	March 6, 2018
Award:	March 20, 2018
Pre-construction meeting:	TBD
Project completion:	Within 90 days after pre-construction meeting

#### 5) <u>Bid Tabulation:</u>

The bid award shall be recommended to the lowest responsive & responsible bidder that meets the qualifications as required herein. City Council reserves the right to accept or reject any or all bids or any parts thereof that is considered to be in the best interest of the City of Sebring.

#### SECTION 6 – ALL SUBMITTALS SHALL INCLUDE

1) Official Bid Form

2) An outline of project specific guidelines and recommendations.

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

a) A brief description of the project.

b) Total bid price, contract time limit including commencement and completion dates, final construction cost and time spent on the project.

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.

4) Proof of any necessary federal, state or local permits or licenses necessary for the project.

5) The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided.

#### SECTION 7 – AWARD RECOMMENDATION BASIS

The solicitation award recommendation shall be based on the following:

- 1) Total cost of project
- 2) Contractor qualifications

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.

## ITB #18-006 Submittal Checklist

# Bidder shall provide an <u>original and two (2) copies</u> of this checklist and all of the following that apply:

Checklist Elements	Included
Official Bid Form	
Outline of project specific guidelines and recommendations	
Project list from last five (5) years	
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.	
Proof of all applicable licenses	
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 Application and W9 (if not already a vendor) * Certificate of Insurance listing the City as additional insured * Signed Contract * Performance and Payment Bonds (pages 41-43)	

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:**

#### DATE:

### ITB #18-006 OFFICIAL BID FORM

ITEM	ESTIMATED QUANTITY	UNITS	PRICE
Mobilization (includes bonds & insurance)	1	LUMP SUM	
Lift station liner and installation (includes cleaning, bypass pumping, etc.)	1	LUMP SUM	
Lift Station Pump/panel/rail etc. equipment package	1	LUMP SUM	
Lift station Equipment Package – installation (includes bypass pumping)	1	LUMP SUM	
Force Main Materials (pipe, valves, etc.)	1	LUMP SUM	
Force Main Installation, R/W Restoration	1	LUMP SUM	
Plant Tanks Cleaning, Demolition and Disposal (Includes Cleaning, disposal of organics and final disposal of all materials)	1	LUMP SUM	
Fill and Grade Plant and Pond Site	1	LUMP SUM	
SOD All Disturbed Areas	1	LUMP SUM	
INCLUDES ALL SURVEYS, ASBUILTS, TRAFFIC CONTROL, MISCELLANEOUS MATERIALS, PARTS AND EQUIPMENT.			
INCLUDES A 1 YEAR WARRANTY ON ALL PARTS, EQUIPMENT AND LABOR			
Total for All Work			

THE PRICE SHOWN INCLUDES ALL LABOR, EQUIPMENT AND MATERIALS TO ACCOMPLISH THE TASK AND COMPLETE THE PROJECT.

A WARRANTY OF ONE YEAR ON ALL LABOR, EQUIPMENT, PARTS AND MATERIALS USED IN THE PROJECT SHALL BE PROVIDED BY THE CONTRACTOR TO THE OWNER.

ANY SURVEYING FOR LOCATION OF THE PROPERTY LINES TO PERFORM THE WORK SHALL BE INCLUDED IN THE BID.

ANY IMPORT OF CLEAN SAND FILL OR EXPORT OF ANY SOIL OR MATERIALS, AS MAY BE REQUIRED, SHALL BE INCLUDED IN THE BID PRICE. ANY DEWATERING, IF REQUIRED, SHALL BE INCLUDED THE BID PRICE.

THE SUCCESSFUL BIDDER SHALL PROVIDE A MOT PLAN (MAINTENANCE OF TRAFFIC) FOR TRAFFIC CONTROL INCLUDING ANY ROAD CLOSURE(S) AND DETOURS.

AT THE CONCLUSION OF THE PROJECT THE SUCCESSFUL BIDDER SHALL HAVE AN ASBUILT SURVEY PREPARED BY A LICENSED LAND SURVEYOR SHOWING THE LOCATIONS OF ALL IMPROVEMENTS AND PIPING INCLUDING VALVES, TEES, ETC. FIVE SIGNED AND SEALED PAPER COPIES AND A DISC OR USB FLASH DRIVE CONTAINING THE AUTOCAD FILE SHALL BE SUPPLIED TO THE ENGINEER.

Does your company do any business with Cuba or Syria? YES NO (Circle One)

In compliance with Florida Statute 287.87 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 PublicPurchase.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.

The 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.

#### PAYMENT BOND

BY THIS BOND, We, limited liability company, whose add	
and whose phone number is	, as Principal, and , as orporation, 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, 1	Highlands County, Florida, for the payment of which
	l 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 \_\_\_\_\_\_\_\_, 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 noncompliance 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	e:
(corporate seal)		(corporate seal)
CITY OF SEBRING ITB#18-006	Page 41 of 43	CONNECTION TO THE CITY

#### **PERFORMANCE BOND**

BY THIS BOND, We, , a $\Box$ corporation $\Box$
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
, 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
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 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-

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

Dated	, ·	20

Principal:

Surety:

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

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

(corporate seal)

(corporate seal)

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

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

#### **SURETY BOND AFFIDAVIT**

STATE OF	
COUNTY OF	
who, being duly sworn, depos (nonresident) insurance ager	uthority, personally appeared es and says that he or she is a duly authorized (resident) nt, properly licensed under the laws of the State of (company name), a company authorized to under the laws of the State of Florida.
Said for the said he or she has signe	further certifies that as Attorney-In-Fact ed the attached bond in the sum of \$ ars) on behalf of
covering the	located at
	located atlocated at
him as Attorney-In-Fact, and regular commission of of said Bond and that his or h	further certifies that the premium on the , which has been paid in full direct to d included in his or her regular accounts to the said , and that he or she will receive his or her percent as Attorney-In-Fact for the execution her commission will not be divided with anyone except as (company name), at insurance agent and properly licensed under the laws of
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: