



**ITB #23-015
CEMETERY ROAD WWTP
PONDS EXPANSION**

**JAMEE COOK, 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:
23-015 Cemetery Road WWTP
PONDS EXPANSION
Commodity Codes
91117, 91219, 91244, 91327, 91345, 91356

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

There is a pre-bid meeting scheduled on August 8, 2023 at 9:00am in the City Council Chambers located at 368 South Commerce Ave, Sebring, FL 33870.

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: Jamee Cook, 368 S. Commerce Ave., Sebring, FL 33870 so as to reach the said office no later than **3:00 p.m., Thursday, August 31, 2023**, 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.

Jamee Cook,
Purchasing Agent
Sebring, Florida

Official Publication: VendorRegistry.com
Dates: August 2, 2023 – August 31, 2023
Pre-Bid Meeting: August 8, 2023
Publication: Highlands News-Sun – August 2, 2023

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 2/2018)

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); shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable; shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3); shall comply with section 6002 of the Solid Waste Disposal Act, Environmental Protection Agency (EPA) at 40 CFR part 247; and the provisions in Fla. Stat. §287.134, et seq, as amended, regarding discrimination.

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

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

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

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

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

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

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 VendorRegistry.com. **It shall be the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**

ADDITIONAL WORK: N/A

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

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

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

CITY EMPLOYEES AND FAMILY MEMBERS are eligible to submit a bid for this contract, but in doing so they must file Form 3A “Interest in Competitive Bid for Public Business” with the 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:

Jamee Cook, Purchasing Agent
purchasing@mysebring.com

Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com.

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 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: At any time, the 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. 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.

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

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

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

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

- a. **Comprehensive General Liability** (CGL) insurance shall be maintained by the vendor with a limit of not less than \$1,000,000 each occurrence. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include bodily injury and property damage liability for premises, products, and completed operations, and personal injury.
- b. **Automobile Liability** shall be maintained with a limit of not less than \$1,000,000 each accident for Bodily Injury and Property Damage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
- c. **Worker's Compensation** coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- 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 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. Proof of all relevant licenses is required as part of your bid submittal.

LIQUIDATED DAMAGES: N/A

LOCAL PREFERENCE:

1) Preference in Competitive Bidding, Quotes, and Request for Proposals: 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:

<u>Bid/Contract Amt.</u>		<u>Highlands County</u>	<u>City of 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) Local Business Definition: “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) Local Preference Process

- a) The purchasing agent will review all bids received. The purchasing agent will determine if the local vendor preference policy applies.
- b) If it is determined that the bid of a local vendor is within the applicable percentage range of the lowest responsive and responsible non-local vendor, the local vendor is notified in writing of the opportunity to match the lowest bid.

- c) The local vendor shall accept or reject matching the low bid within three business days of notification. The notification shall be in writing and directed to the purchasing agent.
- d) If the local vendor chooses not to match the lowest bid, the next qualified local bidder, if any, has the right to do so.
- e) When the solicitation is based upon an evaluation process rather than low bid, a factor in the evaluation of proposal shall be whether the proposal is submitted by an eligible local vendor. Five percent of the total points shall be awarded to an eligible local vendor in the evaluation process.

4) 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 e-mail, 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, the invoice must be signed by the department head of each location 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 is a pre-bid meeting for this solicitation scheduled on August 8, 2023 at 9:00am in the City Council Chambers located at 368 South Commerce Ave, Sebring, FL 33870.

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, unless mutually agreed upon, 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: All bidders/proposers submitting a bid/proposal for annual contracts agree that, if awarded, such bid/proposal also constitutes an offer to all public entities within the State of Florida, including Highlands County Board of County Commissioners, City of Avon Park, the Town of Lake Placid, and the Highlands County School Board, under the same terms and conditions, for the same price, and for the same effective period, should the bidder/proposer feel it is in their best interest to do so. Bidder/proposer shall note any exception to this requirement.

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: The City reserves the option to renew the period of this contract, or any portion thereof, for a number of terms to be determined.

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 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 contract will have a duration of two (2) years, starting on a date mutually agreed upon by both parties. The City and the Contractor may mutually opt to extend the contract for up to three additional one (1) year terms. A maximum CPI increase of 3% annually is authorized if mutually agreed upon by the parties.

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. QUESTIONS OR CONCERNS MUST BE 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 SHOULD BE SUBMITTED TO PURCHASING@MYSEBRING.COM. ALL ANSWERS WILL BE POSTED AS AN ADDENDUM ON VENDORREGISTRY.COM. OTHERWISE, THIS WILL BE CONSTRUED AS ACCEPTANCE BY THE BIDDERS THAT THE INTENT OF THE SPECIFICATIONS IS CLEAR AND THAT COMPETITIVE BIDS MAY BE OBTAINED AS SPECIFIED HEREIN. PROTESTS WITH REGARD TO SPECIFICATION DOCUMENTS SHALL NOT BE CONSIDERED AFTER BIDS ARE OPENED.

SECTION 3 – PURPOSE OF PROJECT

The City of Sebring is seeking to award a contract to expand the percolation ponds at the Cemetery Road WWTP as shown on the plans and in the specifications. The scope of services will include clearing, grubbing, haul/access road construction, excavation, fill hauling and placement, piping and underground utility construction, and fencing.

SECTION 4 – SPECIFICATIONS

- 1) The contractor shall follow all state and local regulations for erosion control and best management practices for soil tracking prevention as depicted in the plans by Polston Engineering Inc. Silt screens shall be placed at the north and westerly sides of the project area.
- 2) All inlets and piping follow FDOT standards for sizes and materials.
- 3) All HDPE pipe specified shall be dual wall HDPE.
- 4) All materials shall be new and will be subject to City and the Engineer of Record's inspection.
- 5) All materials to be used shall meet the specified ASTM, AWWA, FAC and Florida Building code established standards and requirements.
- 6) Hydroseed is specified for all pond slopes and berm tops that are disturbed or new as part of the construction process. No hydroseed or sod shall be placed on the pond bottoms.
- 7) All areas for fill overburden placement shall coordinated with City staff prior to any placement of materials. Multiple locations are provided for the overburden

storage. It is the contractors responsibility for hauling and any equipment and labor required to mound or pile the material as shown on the plans.

- 8) All materials to be used shall be inspected and approved by the City or their designee.
- 9) Any alternate or equivalent substitutions must be submitted to the City and EOR for approval.
- 10) Contractor agrees to utilize work tracking forms as approved by the City.
- 11) Contractor shall be responsible for any required MOT, and OSHA requirements.
- 12) The contractor agrees that a work day shall consist of the 8AM to 5PM time frame.
- 13) Contractor shall be licensed in the State of Florida to perform underground construction work.
- 14) Please refer to the plans for additional details and specifications.

SECTION 5 – ALL SUBMITTALS SHALL INCLUDE

- 1) Official Bid Form
- 2) A minimum of three (3) references letters from other government agencies that, within the past five (5) years, the Contractor has had a contractual relationship with and has performed services of equal magnitude and complexity.
- 3) Proof of any required federal, state or local permits or licenses.
- 4) The firm name and contact person, address, telephone number, fax number, email address, of the office from which the services are being provided.

SECTION 6 – AWARD RECOMMENDATION BASIS

The solicitation award recommendation shall be based on the following:

- 1) Total cost
- 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.

SECTION 7 – INSTRUCTIONS TO BIDDERS/PROPOSERS

- 1) Firm Pricing for City Acceptance
Bid price must be firm for City acceptance.

- 2) Late Bids
Late submittals will not be considered and are deemed unresponsive. Upon receipt via courier, the submittal becomes property of the City.
- 3) Rights of City
The City reserves the right to accept or reject all or any part of any bid, waive informalities and award the contract to the lowest responsive and responsible bidder to best serve the interest of the City.
- 4) Anticipated Timeline:
Bid Opening: August 31, 2023
Award: September 5, 2023
Contract Executed: TBD
- 5) Bid Tabulation:
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.

**ITB#23-015 CEMETERY ROAD WWTP
PONDS EXPANSION
Submittal Checklist**

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

Checklist Elements	Included
Official Bid Form	
A minimum of three (3) references letters from other government agencies that, within the past five (5) years, the Contractor has had a contractual relationship with and has performed services of equal magnitude and complexity.	
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 30 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 * Payment and Performance bonds	

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

SUBMITTED BY: _____

DATE: _____

ITB #23-015
AMENDED OFFICIAL BID FORM
CEMETERY ROAD WWTP PONDS EXPANSION

The undersigned declare that they have examined the complete specifications and agree to supply all equipment, labor, and supplies to complete the work required in accordance with the complete specifications. The undersigned further agrees to accept, as payment in full the price as stated in the following schedule and all work specified must be in the total amount listed below.

All pricing includes labor, materials and equipment, unless otherwise indicated on line item below.

ITEM	PRODUCT	UNITS	QUAN	\$/UN	PRICE
1	Mobilization	LS	1	\$	\$
2	Bonds	LS	1	\$	\$
3	Silt Screen West & South Sides of Project	LF	1,550	\$	\$
4	Land Clearing, Grubbing Burning/Disposal	LS	1	\$	\$
5	Cut & Fill for Ponds 115,330 cy cut, 3,850 cy fill	CY	119,180	\$	\$
6	18" HDPE Dual Wall Pipe & Fittings	LF	1,795	\$	\$
7	15" HDPE Dual Wall Pipe & Fittings	LF	560	\$	\$
8	Discharge Concrete Pads	EA	6	\$	\$
9	Type "E" Inlet Valve Boxes	EA	2	\$	\$
10	Existing Valve Box Lid Modification	EA	1	\$	\$
11	New Monitoring Wells, 30' to 45' depth (determined by well driller) Including all permitting, materials and labor costs for finished product	EA	2	\$	\$
12	Temporary Haul Road & BMP Driveway/Construction Access (If required by method of work – 650 LF +/- of Base 14 ft wide & 12 in deep)	LS	1	\$	\$
13	Layout & Asbuilt Surveying	LS	1	\$	\$
14	New 6 ft Chainlink fence & Fence Removal (+/- 1,610 LF new fence, new 12' gate & 580 LF fence removal	LS	1	\$	\$

15	Hydroseed for Slopes and Berm Tops No sod or hydroseed on pond bottoms	SF	444,830	\$	\$
16	Additions/Alternates (if needed)			\$	\$
17	Additions/Alternates (if needed)			\$	\$
18	Additions/Alternates (if needed)			\$	\$
19	Additions/Alternates (if needed)			\$	\$
20	Additions/Alternates (if needed)			\$	\$
21	Additions/Alternates (if needed)			\$	\$
22	Additions/Alternates (if needed)			\$	\$
TOTAL	TOTAL FOR ALL WORK				\$

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

Is your company in compliance with Florida Statute 287.087 as a Drug Free Workplace?
Yes No (Circle One)

Bidder has examined and carefully studied the bid documents including the following addenda which, if any can be found at VendorRegistry.com and mysebring.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 of that may be considered to be in the best interest of the City of Sebring.

Only in the event that Sebring City Council approves the bid submitted herein the vendors shall be asked to sign this page and the entire bid document will then become a formal contract.

CONTRACT SIGNATURE PAGE

This agreement between **CITY OF SEBRING**, a Florida Municipal Corporation (herein called "City") and _____ (herein called "Contractor").

PREMISE: The City solicited sealed bids for _____ as described in the Invitation to Bid # _____, General Terms & Conditions and the Official Bid Form, all of which are made a part hereof and collectively constitute this contract. Contractor submitted the best responsive and responsible bid and City would like for the Contractor to perform the services and Contractor would like to do so on the terms and conditions set forth in the Invitation to Bid.

NOTICES: Whenever any notice is required or permitted by this contract to be given, such notices shall be by certified mail or overnight delivery. Each party will be responsible for notifying the other of any change in their address. Notice shall be considered given when deposited with the U.S. Postal Service or commercial carrier, postage prepaid to:

Contractor:

City:

JAMEE COOK, Purchasing Agent
368 South Commerce Avenue
Sebring, FL 33870

MULTIPLE ORIGINALS: This agreement is executed in multiple copies, each of which shall be deemed original.

DATED this _____ day of _____, 20_____.

Two Witnesses as to City:

Print Name _____

Print Name _____

Two Witnesses as to Contractor

Print Name _____

Print Name _____

CITY OF SEBRING, a Florida
Municipal Corporation

By _____

Attest:

CONTRACTOR:

By _____

BOND FORMS

PAYMENT BOND

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

Dated _____, 20_____.

Principal:

Surety:

By: _____

By: _____

Title: _____

Title: _____

(corporate seal)

(corporate seal)

SURETY BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

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

Countersigned:

Florida Resident Agent

Agent and Attorney-In-Fact

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

Notary Public, State at Large

My Commission expires: _____

PERFORMANCE BOND

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

Dated _____, 20____.

Principal:

Surety:

By: _____

By: _____

Title: _____

Title: _____

(corporate seal)

(corporate seal)

SURETY BOND AFFIDAVIT

STATE OF _____

COUNTY OF _____

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

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

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

Countersigned:

Florida Resident Agent

Agent and Attorney-In-Fact

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

Notary Public, State at Large

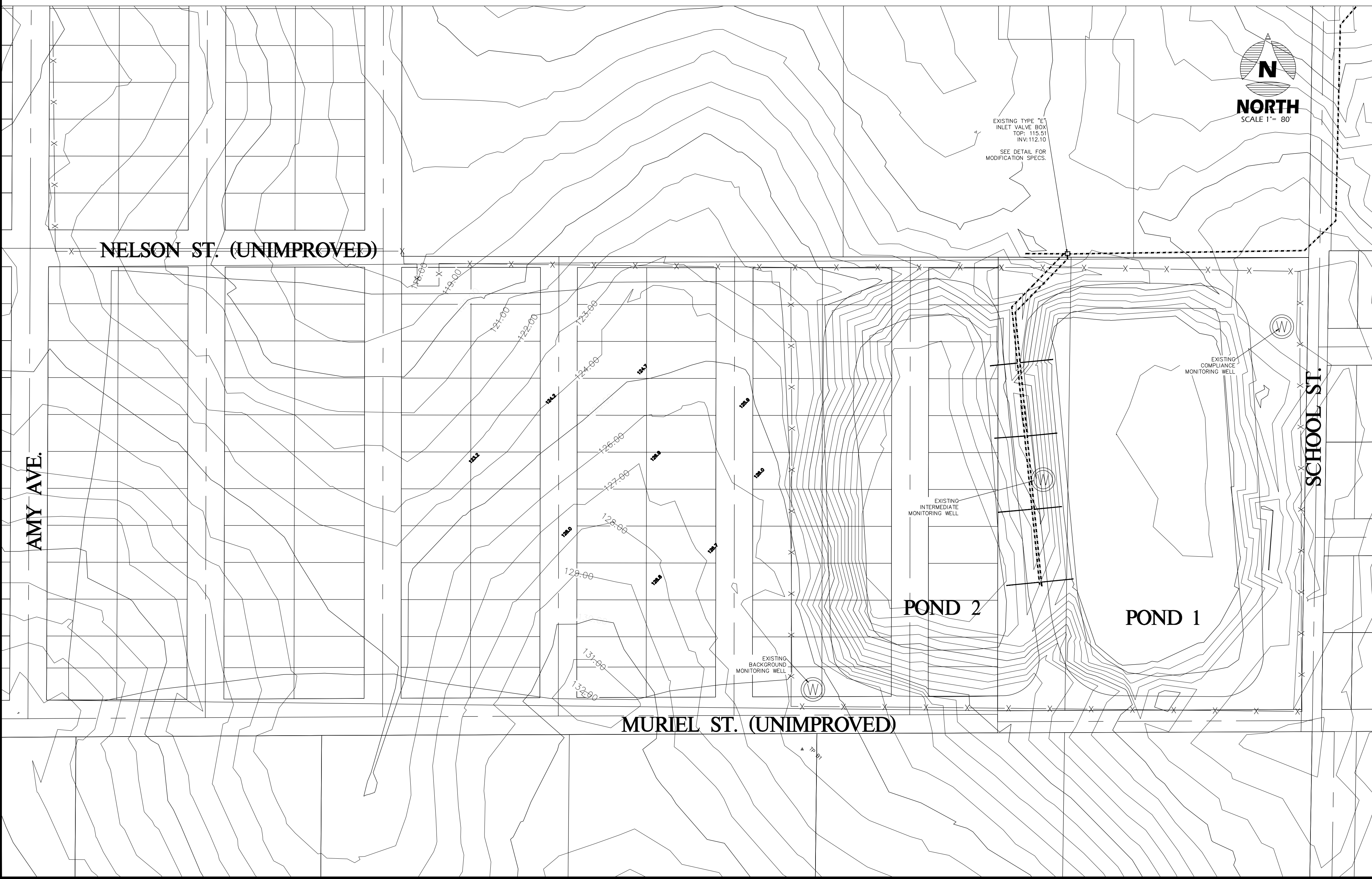
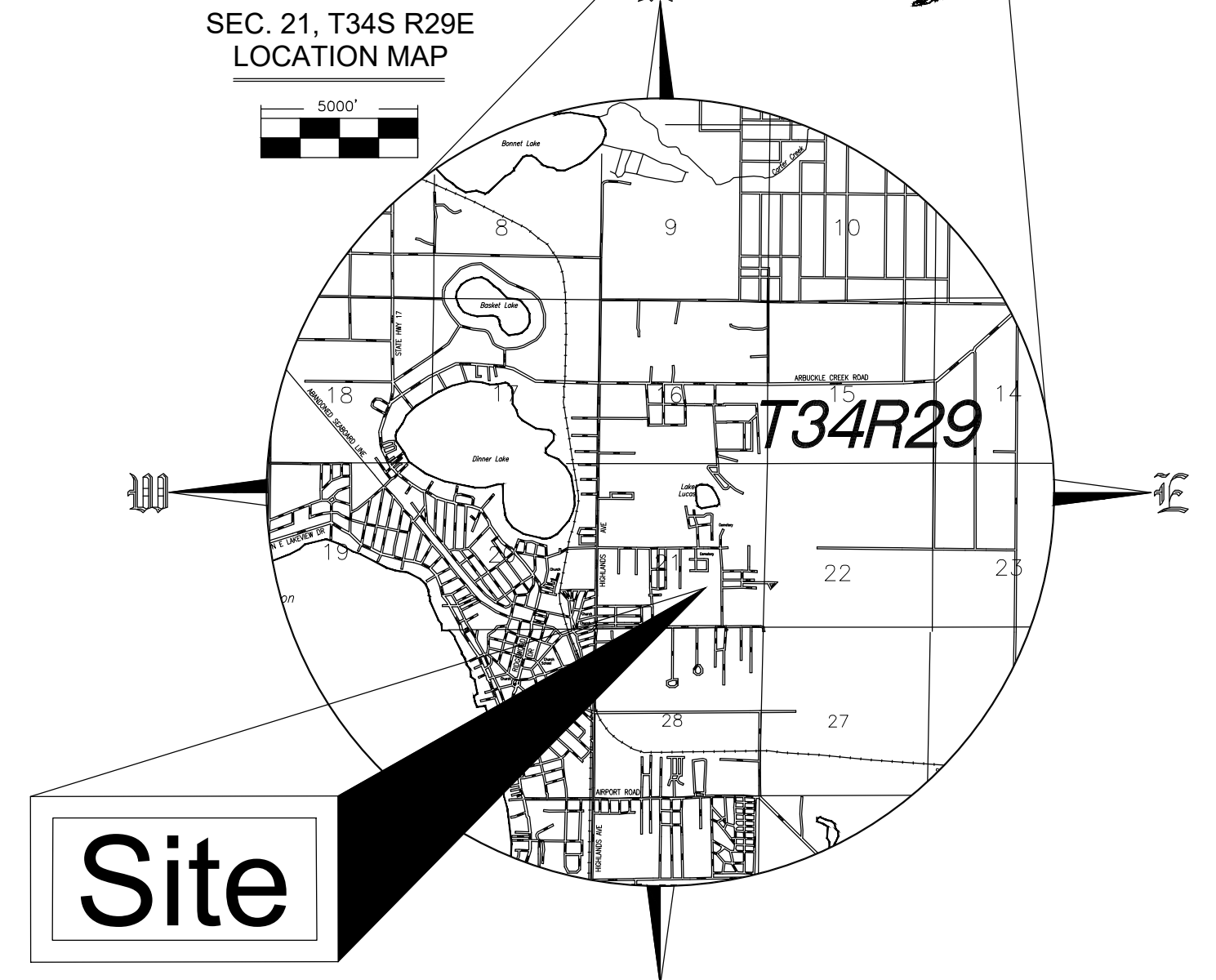
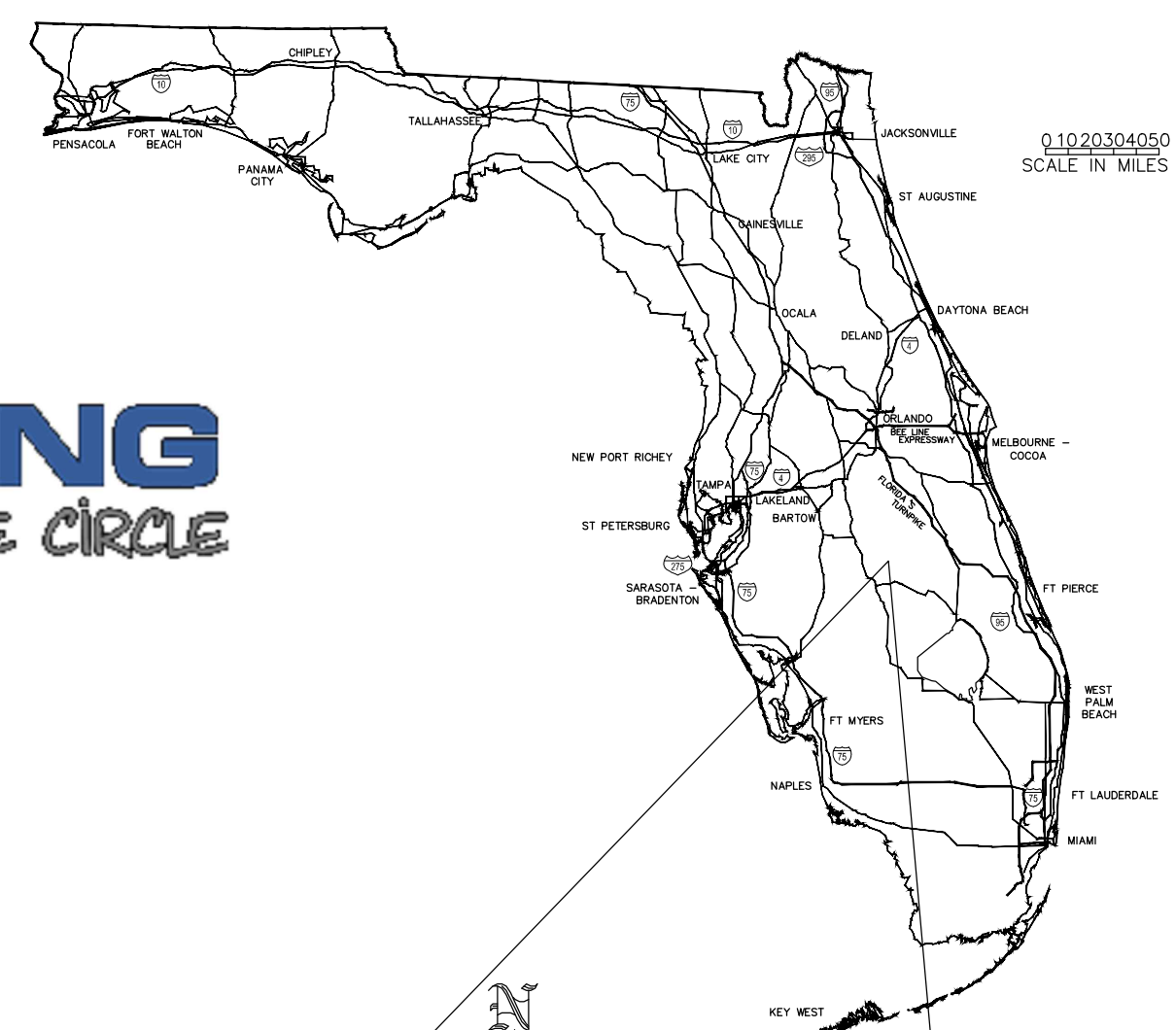
My Commission expires: _____

SITE PLANS

ABBREVIATIONS		SYMBOLS	
CL	CENTER LINE		DIRECTION OF WATER FLOW
EOP	EDGE OF PAVEMENT		EXISTING OR PROPOSED GRADE
RW	RIGHT-OF-WAY		SOIL BORING LOCATION
SIR	SET IRON ROD		PROPOSED STOP SIGN
FIR	FOUND IRON ROD		STREET LIGHT
SCM	SET CONCRETE MONUMENT		PROPOSED CATCH BASIN
U&D	UTILITY AND DRAINAGE EASEMENT		WATER VALVE
RCP	REINFORCED CONCRETE PIPE		EXISTING POWER POLE
HDPE	HIGH DENSITY POLYETHYLENE PIPE		SILT SCREEN
T.E.	TOP ELEVATION		HYDRANT
I.E.	INVERT ELEVATION		BURIED ELECTRICAL
TOS	TOE OF SLOPE		EXISTING SANITARY SEWER LINE
FF	FINISHED FLOOR		EXISTING WATER LINE
SHWL	SEASONAL HIGH WATER LEVEL		TRAFFIC FLOW ARROW
			CONSTRUCTION FENCE
			ADDENDUM MARKER

NOTE:
ELEVATIONS BASED ON NATIONAL GEODETIC SURVEY DATA
SHEET DESIGNATION - A 657, PID - DJ6765, HIGHLANDS
COUNTY, FL., ELEVATION OF 161.74 FEET IN NAVD 88 DATUM.

CONSTRUCTION PLAN FOR: THE CITY OF SEBRING CEMETERY ROAD WWTP POND ADDITIONS



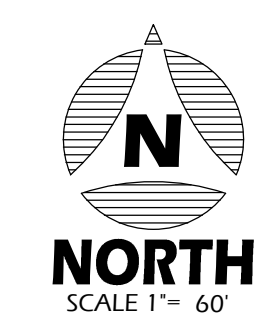
PROJECT:	CITY OF SEBRING CEMETERY RD. WWTP POND ADDITIONS 4200 CEMETERY RD. SEBRING, FL 33870 SEC. 21, TWP. 34S, RGE. 29E	CONTRACTOR:	(TO BE PUT OUT FOR BID)
STRAP NUMBER:	S-21-34-29-A00-0010-0000 S-21-34-29-030-4010-0010	SURVEYOR:	GARY L. GERMAINE GERMAINE SURVEYING, INC. 3803 KENILWORTH BLVD. SEBRING, FLORIDA 33870 (813) 385-5564
OWNER:	CITY OF SEBRING 368 S COMMERCE AVE. SEBRING, FL 33870 ATTN: BOB BOGGUS bobboggus@mysebring.com	TESTING LAB:	UNIVERSAL ENGINEERING SCIENCES INC. 5971 COUNTRY LAKES DRIVE FORT MYERS, FLORIDA 33905 (239) 995-1997 (239) 313-2347 FAX (OR OTHERS HIRED BY OWNER)
ENGINEER:	ROGER DALE POLSTON, P.E. POLSTON ENGINEERING, INC. P.O. BOX 588 SEBRING, FL 33871-0588 (863) 385-5564 (863) 385-2462 FAX dale@polstonengineering.com	ENGINEER'S ESTIMATED CUT AND FILL QUANTITIES: CUT: 115,327 CU.YD. FILL: 3,850 CU.YD. NET CUT: 111,478 CU.YD.	
TOTAL OWNED AREA:	>1,094,807 SQ.FT. >25 AC.		
TOTAL PROJECT AREA:	±1,094,807 SQ.FT. ±25 AC.		
EXISTING USE:	PERCOLATION PONDS		
EXISTING ZONING:	S PUB		
EXISTING F.L.U.:			
SOIL TYPE:	ASTATULA SAND		
GROUND COVER:	ASPHALT, BUILDINGS, SAND, GRASS		
BUILDING HEIGHT:	N/A		
LOCAL, STATE AND FEDERAL PERMITS REQUIRED:	FDEP EXISTING PERMIT NO: FLA014311		

POND LOADING NOTES:
THE RESULTANT PROPOSED RATED FLOW WOULD BE 2.5 MGD OF FLOW TO THE POND SYSTEMS, 1.5 MGD TO THE TWO PROPOSED PONDS AND 1.0 MGD TO THE EXISTING PONDS. ONCE PERMITTED THE EXISTING PONDS CAN BE CONTINUED TO BE LOADED UP TO 1.5 MGD UNTIL 1.5 MGD OF FLOW IS EXCEEDED. THEN THE OPERATORS CAN ADJUST FLOW TO LIMIT THE EXISTING PONDS TO THE 1.0 MGD VIA THE GATE VALVE SYSTEM AND THE REST TO BE SENT TO THE PROPOSED PONDS.

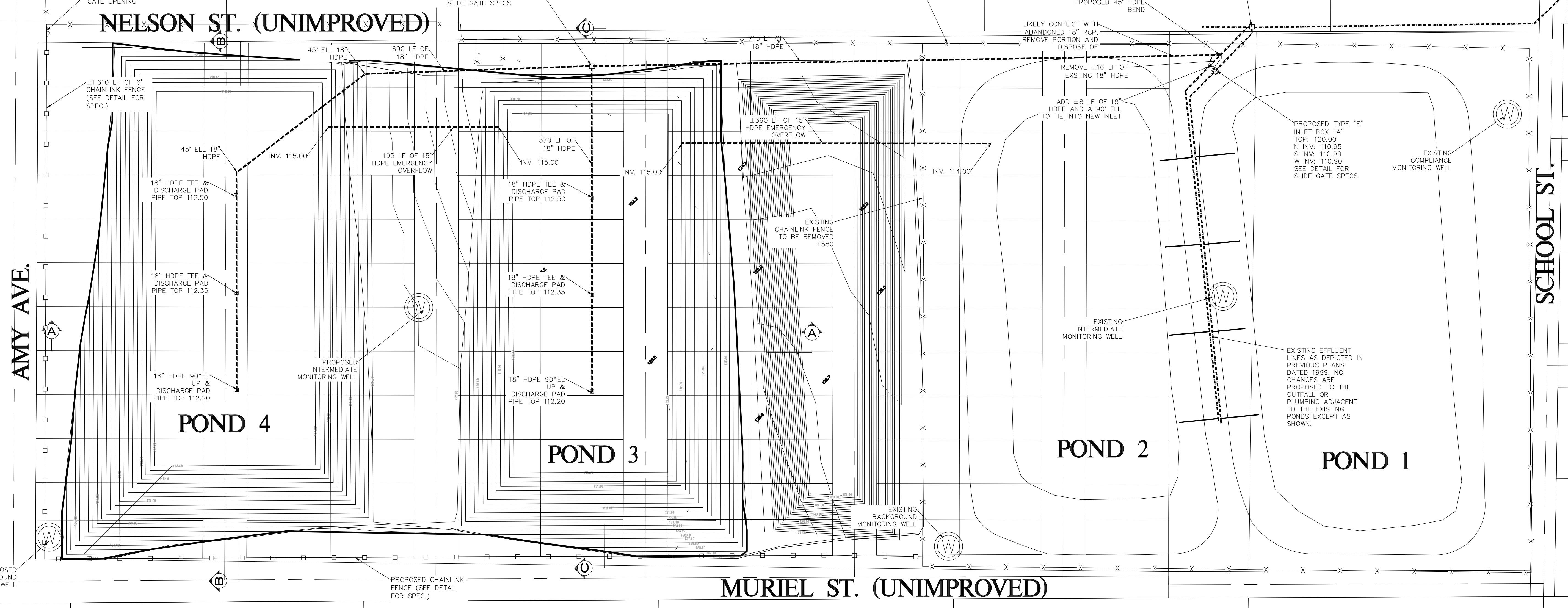
Important:
The information and design shown on these drawings is based on the best available information provided for design. The drawing is to scale as much as possible; however no measurements should be made by scaling from these drawings as some items may be not to scale for drawing clarity. Any questions or conflicts should be brought to the engineer immediately for clarification or resolution. Polston Engineering Inc. shall not be responsible for any errors made by others caused by making assumptions or errors caused by scaling the plans. All construction shall follow the accepted safety procedures and construction techniques as required by any applicable government standards.

SHEET INDEX
SHEET C1 - EXISTING SITE
SHEET C2 - PROPOSED SITE
SHEET C3 - DETAILS
SHEET C4 - SPECIFICATIONS
Always call 811 TWO FULL BUSINESS DAYS BEFORE YOU DIG
Sunshine811.com

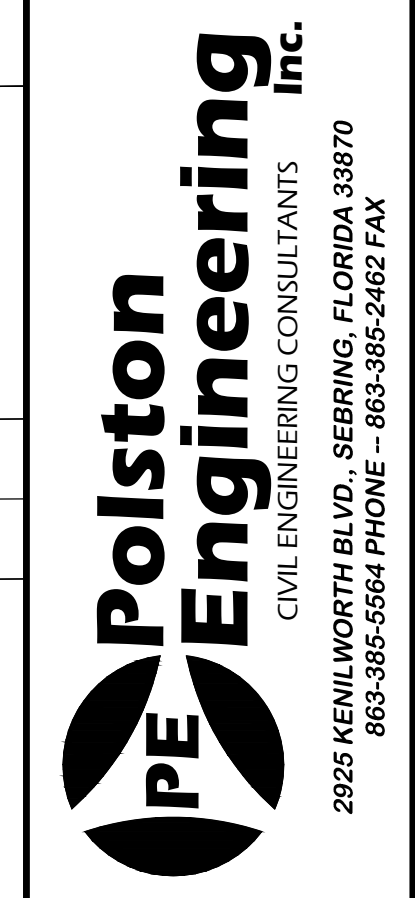
<p>DATE: 06-29-23 REMARK: ORIGINAL SUBMITTAL</p> <p style="text-align: center;">BID SET</p> <p>CERTIFICATE OF AUTHORIZATION # 5684 ROGER DALE POLSTON P.E. # 33222 MARVIN LUTHER WOLFE P.E. # 46030</p> <p style="text-align: center;">Polston Engineering Inc. CIVIL ENGINEERING CONSULTANTS 2925 KENILWORTH BLVD., SEBRING, FLORIDA 33870 863-385-5564 PHONE - 863-385-2462 FAX</p> <p style="text-align: right;">ENGINEER JOB # 01149</p>	<p style="text-align: center;">CITY OF SEBRING CEMETERY ROAD WWTP PERCOLATION POND ADDITIONS EXISTING CONDITIONS</p> <p style="text-align: center;">DRAWING SCALE 1" = 80' SHEET C1 OF C4</p>
---	--



DATE	06-29-23
DR	DRJ
CHK	RDP
REMARK	ORIGINAL SUBMITTAL



CERTIFICATE OF AUTHORIZATION # 5684
 ROGER DALE POLSTON P.E. # 33222
 MARVIN LUTHER WOLFE P.E. # 46030



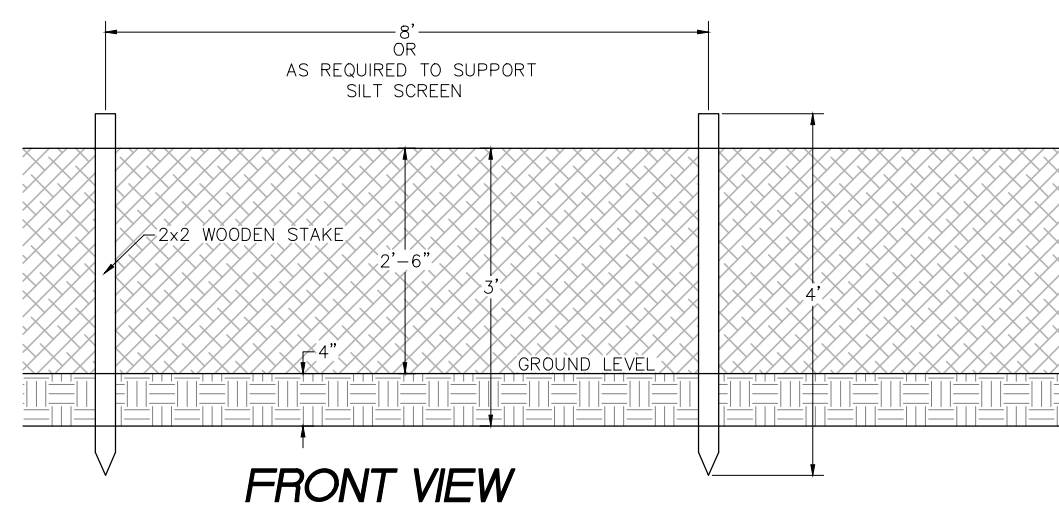
ENGINEER JOB #
01149

CITY OF SEBRING
CEMETERY ROAD WWTP
PERCOLATION POND ADDITIONS
PROPOSED POND LAYOUT

DRAWING SCALE
1" = 60'
 SHEET
C2 OF C4

BID SET

PRINTED COPIES ARE NOT VALID WITHOUT ORIGINAL SIGNATURE AND RAISED SEAL



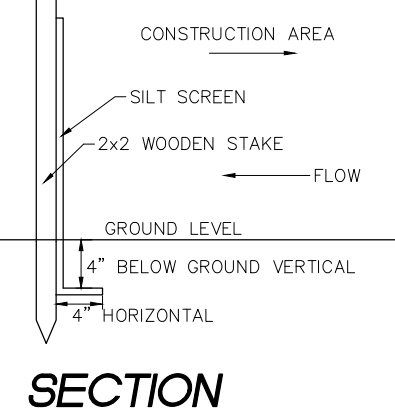
SILT FENCES
 THIS WORK SHALL CONSIST OF FURNISHING, INSTALLING, MAINTAINING AND REMOVING TEMPORARY SILT FENCES, IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS, THESE SPECIFICATIONS, THE DETAILS AS SHOWN ON THE DRAWINGS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS.

SILT FENCES WILL BE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TYPE III AS DESCRIBED IN FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, 100% TYP. WITH FILTER FABRIC CONFORMING TO SECTION 985, FOOT STANDARD SPECIFICATIONS.

IN ALL CASES THE FILTER FABRIC WILL BE SECURELY ANCHORED TO THE GROUND OR BURIED IN THE GROUND SO THAT IT WILL NOT BE PUSHED UP BY THE EXPECTED RUNOFF. THE ATTACHMENT TO EXISTING TREES WILL NOT BE PERMITTED.

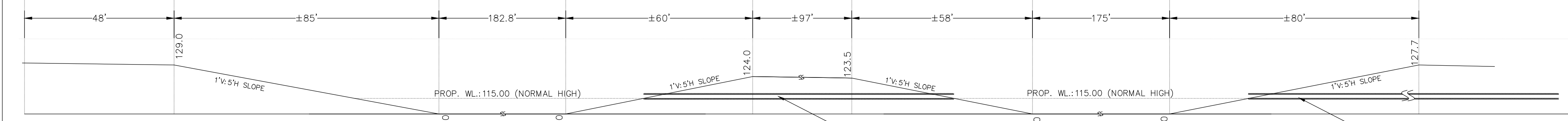
THE CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY EROSION CONTROL FEATURES UNTIL THE PROJECT IS COMPLETED AND ACCEPTED. IF SUCH EROSION CONTROL FEATURES MUST BE RECONSTRUCTED DUE TO CONTRACTOR'S NEGLIGENCE OR CARELESSNESS OR, IN THE CASE OF TEMPORARY EROSION CONTROL FEATURES, FAILURE BY CONTRACTOR TO INSTALL PERMANENT EROSION CONTROL FEATURES AS SCHEDULED, SUCH REPLACEMENT SHALL BE AT CONTRACTOR'S EXPENSE.

SILT FENCES MUST BE INSTALLED PRIOR TO ANY CONSTRUCTION AND MUST BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT.

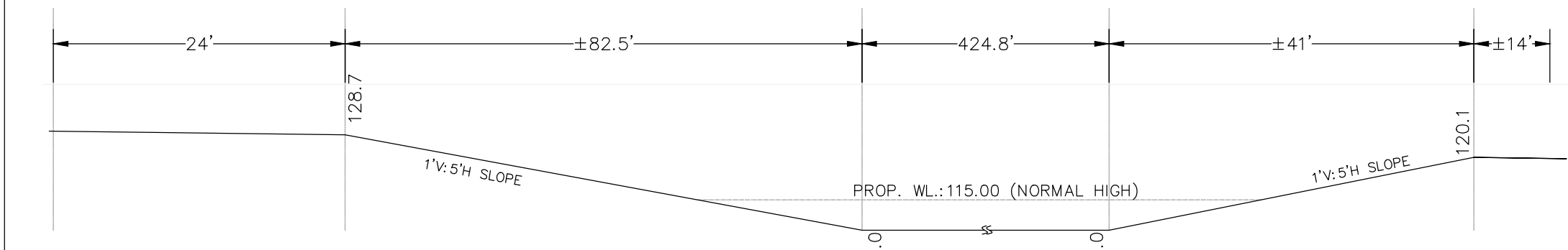


SECTION

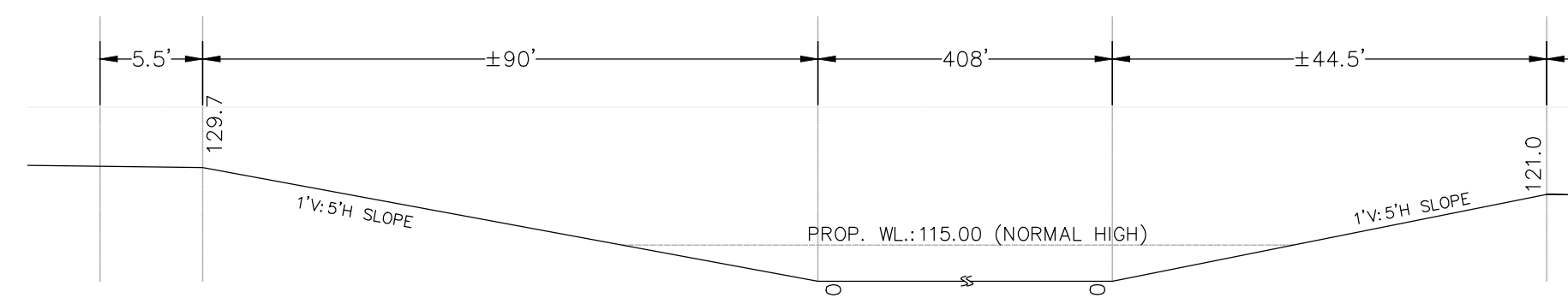
SILT SCREENS OR FENCES



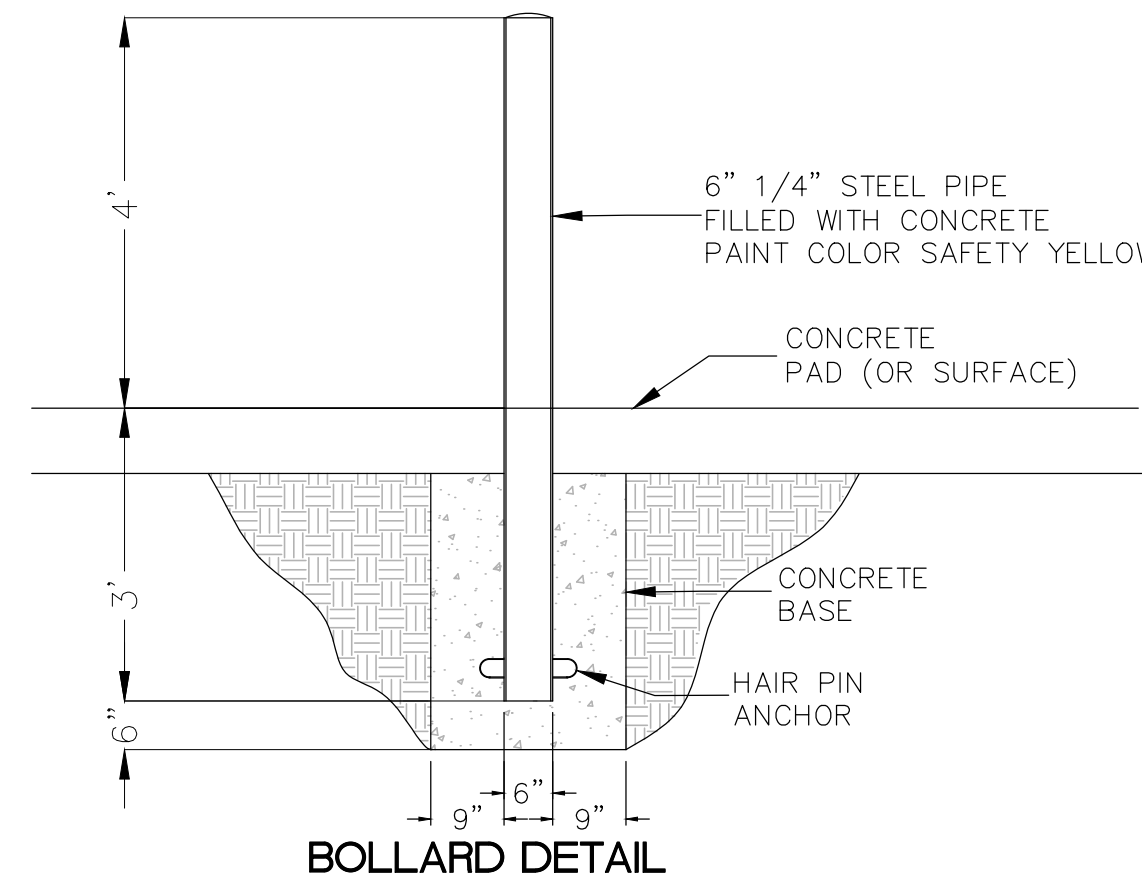
SECTION A-A
TYPICAL SECTION
N.T.S.



SECTION B-B
TYPICAL SECTION
N.T.S.



SECTION C-C
TYPICAL SECTION
N.T.S.



BOLLARD DETAIL

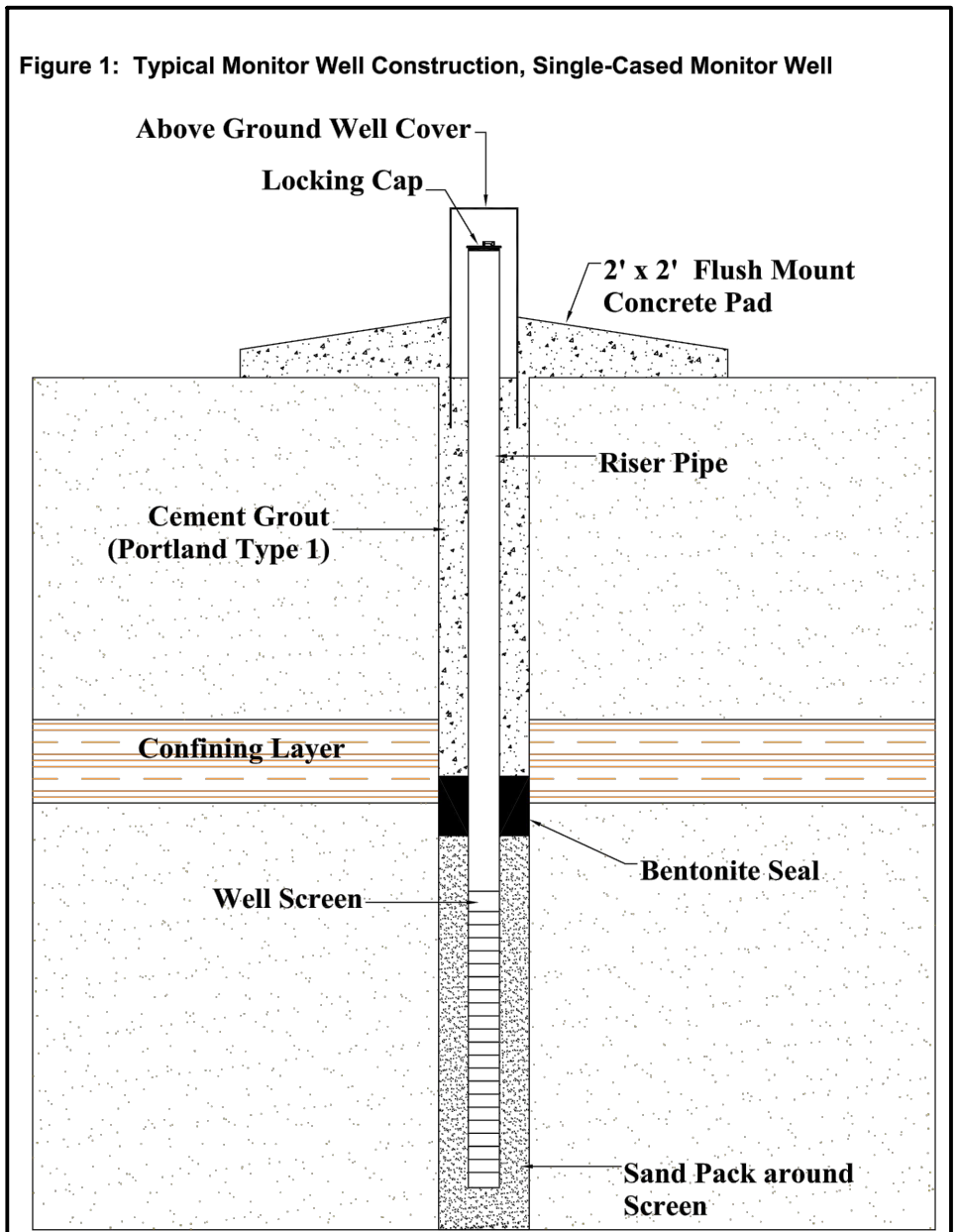
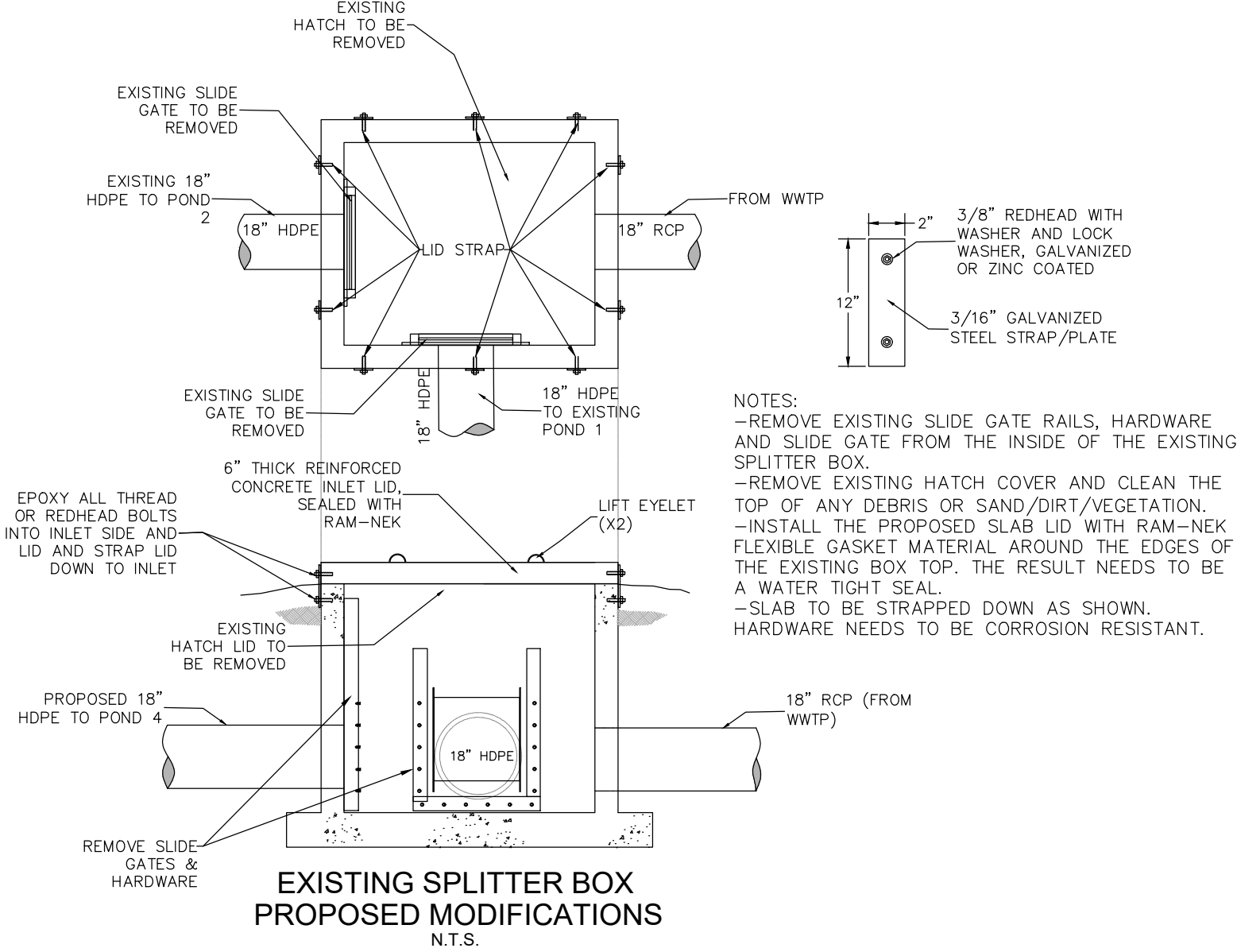


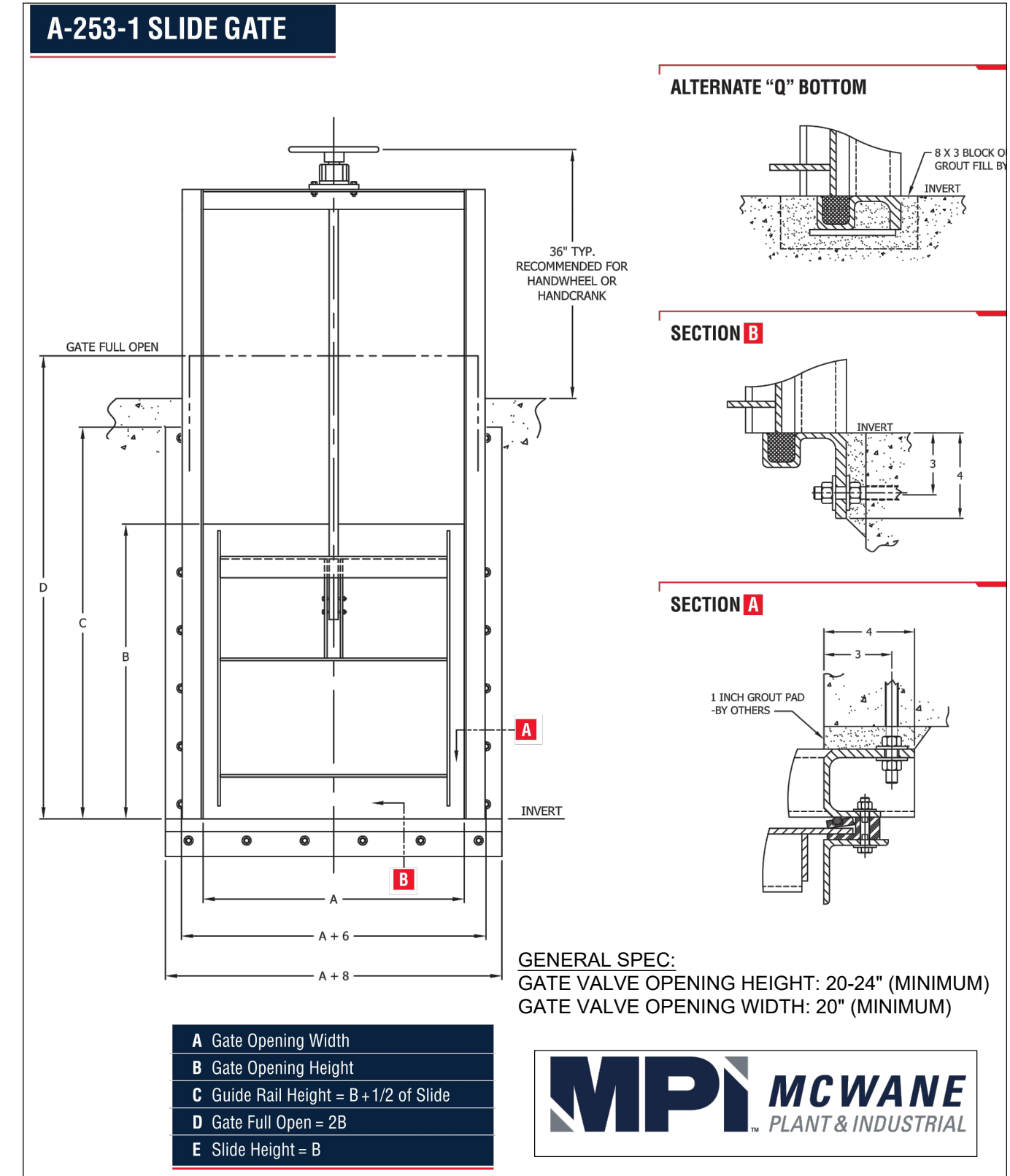
Figure 1: Typical Monitor Well Construction, Single-Cased Monitor Well

MONITORING WELL NOTES:
 -MONITORING WELL LOCATIONS ARE CONTINGENT ON ISSUED FDEP PERMIT AND MAY CHANGE IN QUANTITY AND LOCATION FROM THE TWO LOCATIONS DEPICTED ON THESE PLANS, UNLESS OTHERWISE NOTED.
 -WELL DEPTH VARIES BY LOCATION OF THE WELL.
 -THE WELLS NEED TO FOLLOW THE FDEP "MONITORING WELL DESIGN AND CONSTRUCTION GUIDANCE MANUAL".
 -IT IS RECOMMENDED THE WELLS INCORPORATE 10 FEET OF SCREEN.
 -THE WELL SCREENS NEED TO STAY WITHIN OR BELOW THE DROUGHT WATER TABLE LEVEL AS TO REMAIN IN THE WATER TABLE FOR TESTING.



EXISTING SPLITTER BOX PROPOSED MODIFICATIONS
N.T.S.

NOTES:
 -REMOVE EXISTING SLIDE GATE RAILS, HARDWARE AND SLIDE GATE FROM THE INSIDE OF THE EXISTING SPLITTER BOX.
 -REMOVE EXISTING HATCH COVER AND CLEAN THE TOP OF ANY DEBRIS OR SAND/DIRT/VEGETATION.
 -INSTALL THE PROPOSED SLAB LID WITH RAM-NEK FLEXIBLE GASKET MATERIAL AROUND THE EDGES OF THE EXISTING BOX TOP. THE RESULT NEEDS TO BE A WATER TIGHT SEAL.
 -SLAB TO BE STRAPPED DOWN AS SHOWN. HARDWARE NEEDS TO BE CORROSION RESISTANT.



A-253-1 SLIDE GATE

GENERAL SPEC:
 GATE VALVE OPENING HEIGHT: 20-24" (MINIMUM)
 GATE VALVE OPENING WIDTH: 20" (MINIMUM)



GATE VALVE NOTES:
 -EXAMPLE GATE VALVE SPEC. SHOWN.
 -MATERIAL NEEDS TO MATCH AS ALUMINUM OR STAINLESS TO PREVENT CORROSION.
 -GATE VALVE NEEDS TO BE ADJUSTABLE AND ABLE TO BE FULLY OPEN AND CLOSED AND INFINITELY IN BETWEEN FOR OPERATOR ADJUSTMENT.
 -ALTERNATE GATE VALVES MUST FOLLOW THE SAME GENERAL SPECIFICATION AND OPERATION.
 -WHEN CLOSED, THE GATE VALVE NEEDS TO STOP >99% OF THE FLOW.
 -ANY ALTERNATES NEED TO BE APPROVED AND REVIEWED BY THE ENGINEER OF RECORD AND THE CITY OF SEBRING.

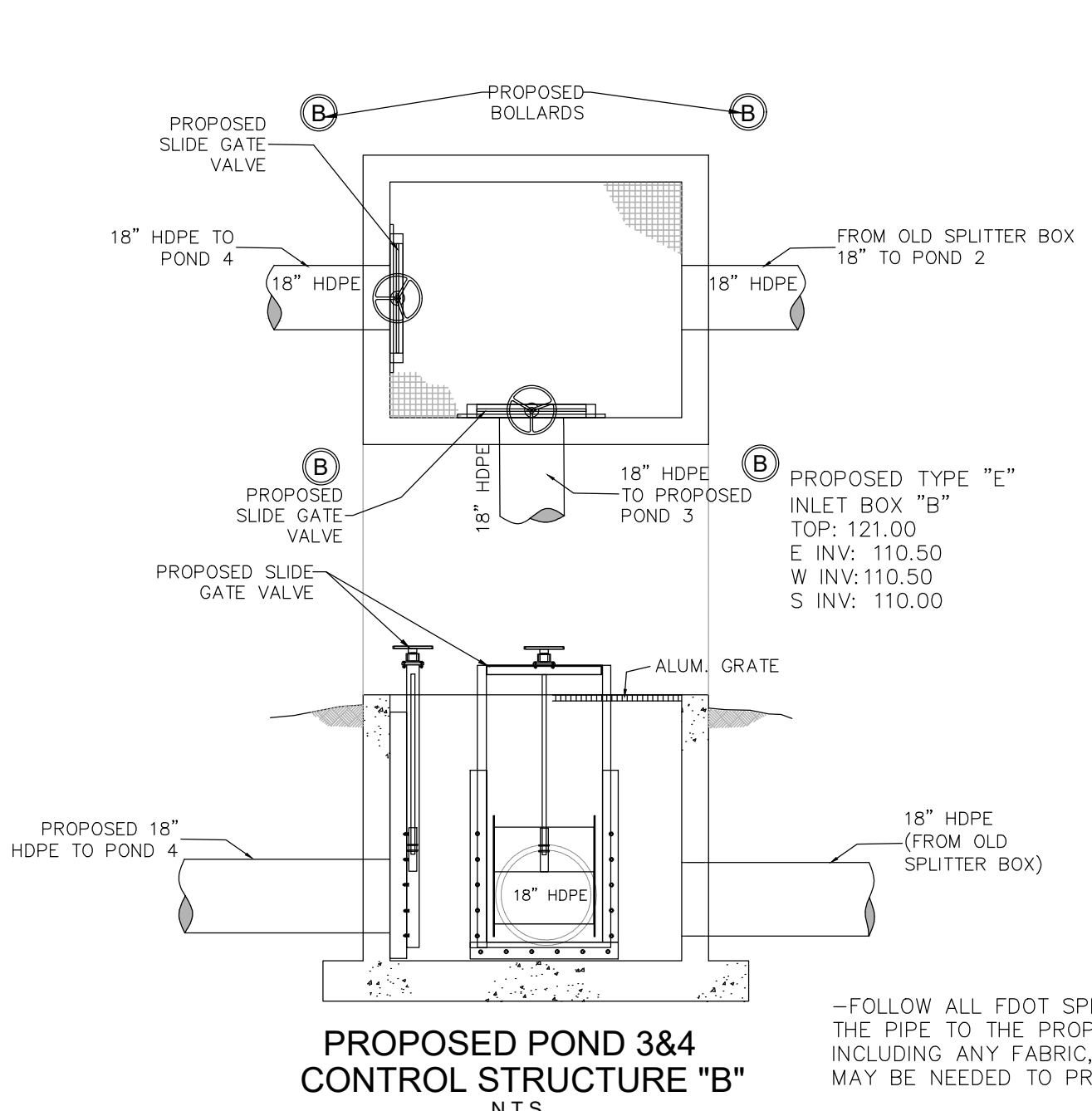
WATERMAN VALVE

ALUMINUM SLIDE GATES

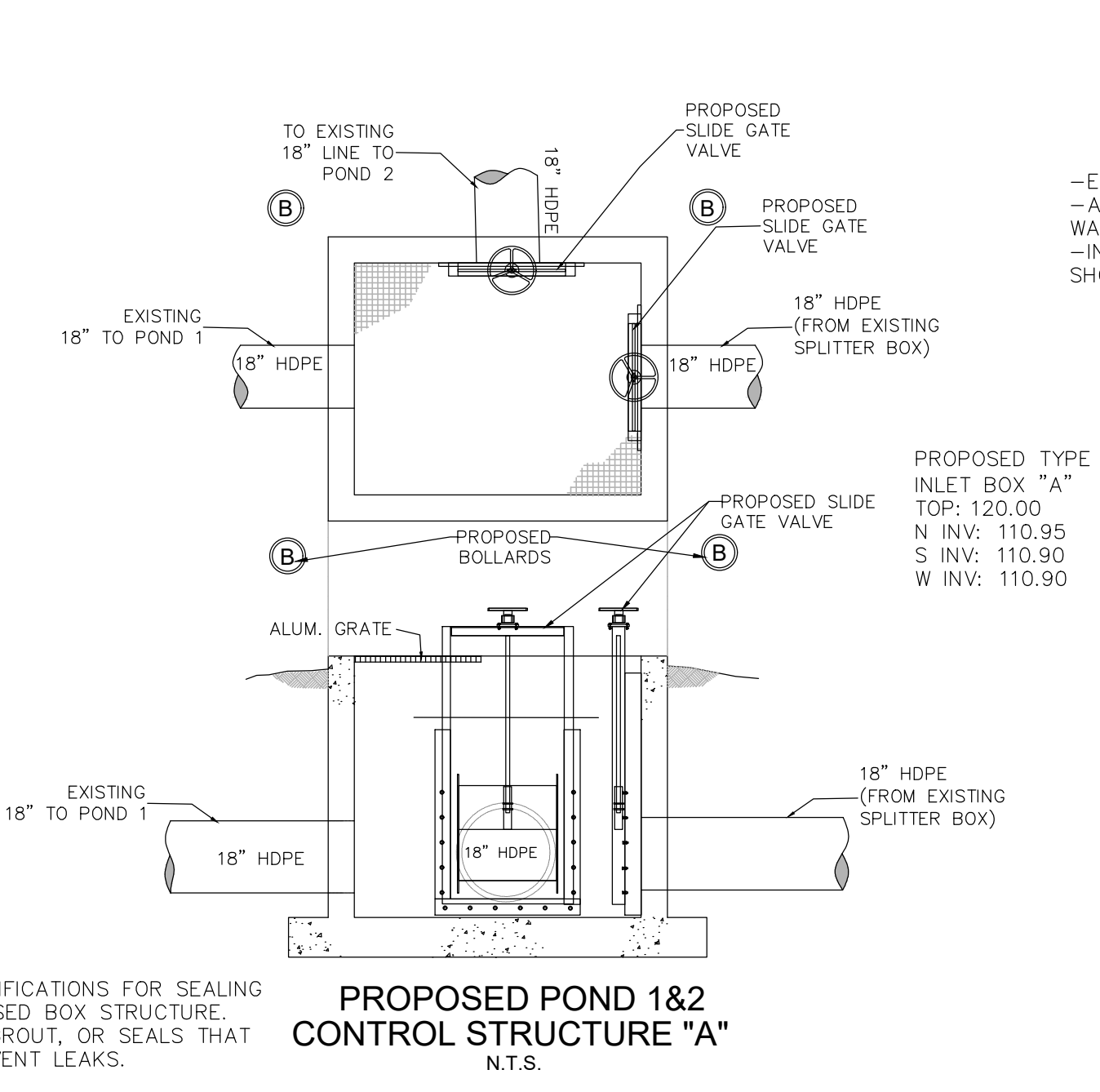
A-250 SERIES

AWWA C-562 Compliant
 Open Channel, Sluice and Weir Configurations

Designed, Manufactured and Tested in U.S.A.

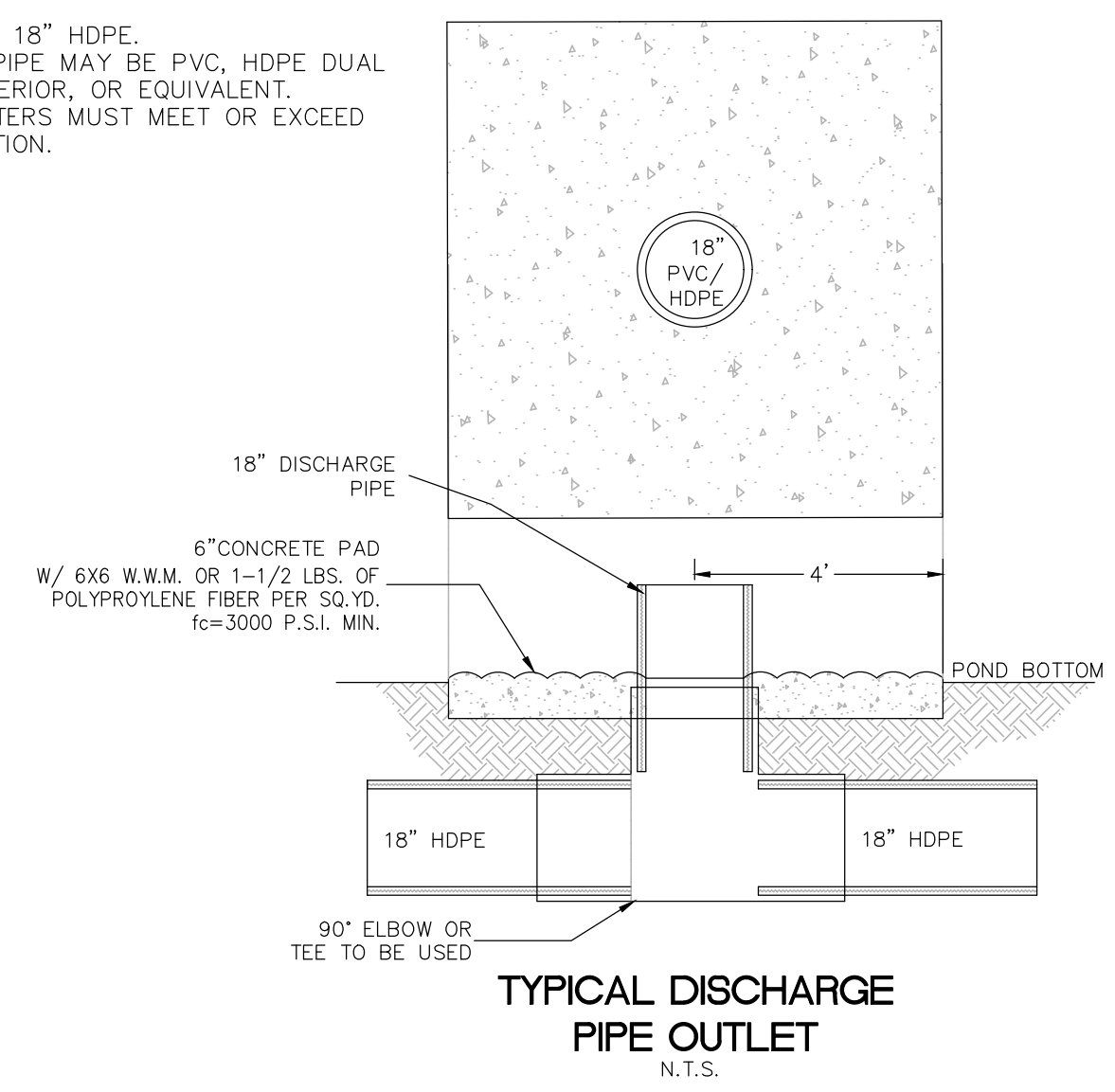


PROPOSED POND 3&4 CONTROL STRUCTURE "B"
N.T.S.



PROPOSED POND 1&2 CONTROL STRUCTURE "A"
N.T.S.

-EXISTING PIPE IS 18" HDPE.
 -ALL PROPOSED PIPE MAY BE PVC, HDPE DUAL WALL SMOOTH INTERIOR, OR EQUIVALENT.
 -INTERNAL DIAMETERS MUST MEET OR EXCEED SHOWN SPECIFICATION.



TYPICAL DISCHARGE PIPE OUTLET
N.T.S.

CH	RD	DR	DATE	REMARK
			06-29-23	ORIGINAL SUBMITTAL

BID SET

CERTIFICATE OF AUTHORIZATION # 5684
 ROGER DALE POLSTON P. E. # 33222
 MARVIN LUTHER WOLFE P. E. # 46930

Polston Engineering Inc.
 CIVIL ENGINEERING CONSULTANTS

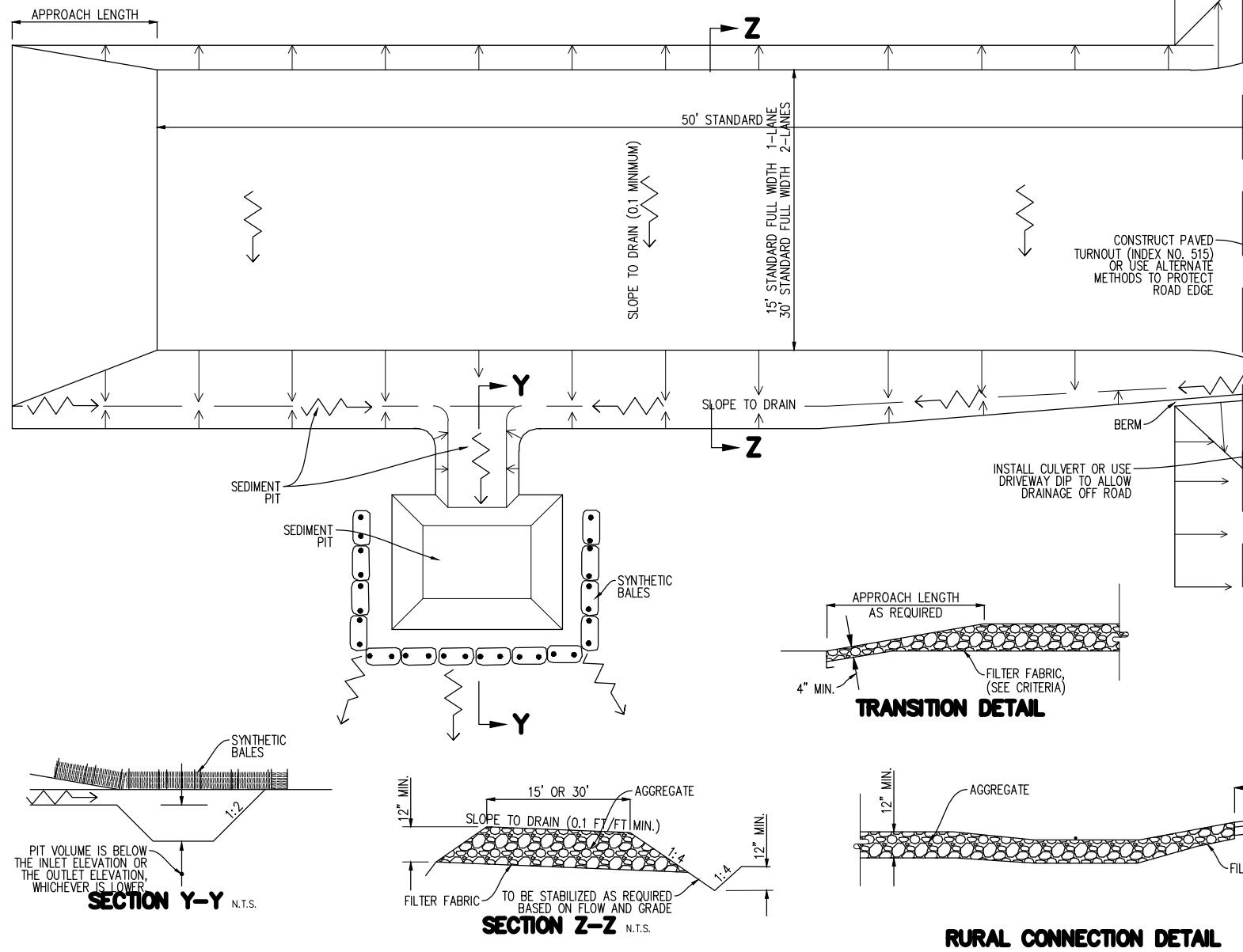
2925 KENILWORTH BLVD., SEBRING, FLORIDA 33870
 863-565-5664 PHONE - 863-565-2402 FAX

CITY OF SEBRING
CEMETERY ROAD WWTP
PERCOLATION POND ADDITIONS
CONSTRUCTION DETAILS

ENGINEER JOB # **01149**

DRAWING SCALE
N.T.S.
 SHEET
C3 OF C4

CONSTRUCTION ACCESS LOCATION TO BE DETERMINED IN THE FIELD



GENERAL NOTES

- A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATIONS DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD OR OTHER UNDESIRABLE UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A STPD. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STPD.
- THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
- ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
- AGGREGATE SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE THE SIZE OF 1/2" IF THIS SIZE IS NOT AVAILABLE. THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.
- THE SEDIMENT PIT SHOULD PROVIDE A RETENTION VOLUME OF 3600 CUBIC FEET/ACRE OF SURFACE AREA DRAINING TO THE PIT. WHEN THE STPD IS ISOLATED FROM OTHER DRAINAGE AREAS, THE FOLLOWING PIT VOLUMES WILL SATISFY THIS REQUIREMENT:
15' X 50' X 100 FT = 75,000 FT³
30' X 50' X 200 FT = 300,000 FT³
AS AN OPTION, THE WIDTH OF THE SMALL BOTTOM CAN BE INCREASED TO OBTAIN FIVE VOLUME. WHEN THE SEDIMENT PIT OR SMALL VOLUME HAS BEEN REDUCED TO ONE HALF, IT SHALL BE CLEANED. WHEN A SWALE IS USED, HAY BALES OR SILT FENCE SHALL BE PLACED ALONG THE ENTIRE LENGTH.

DIVISION 2. TECHNICAL SPECIFICATIONS FOR CONSTRUCTION WITHIN THE COUNTY RIGHT-OF-WAY.
 SEC. 02.200. GENERAL. THE SPECIFICATIONS AND DRAWINGS ARE AN INTEGRATED PART OF THE CONTRACT DOCUMENTS AND AS SUCH WILL NOT STAND ALONE. IF USED INDEPENDENTLY AS INDIVIDUAL PARTS, PARAGRAPHS, OR DRAWING SHEETS, THE DRAWINGS AND SPECIFICATIONS ESTABLISH MINIMUM STANDARDS OF QUALITY FOR A PROJECT. THEY DO NOT PURPORT TO COVER ALL DETAILS ENTERING INTO ITS DESIGN AND CONSTRUCTION OR OF ALL MATERIAL AND EQUIPMENT REQUIRED TO COMPLETE THE WORK.

SEC. 02.201. MAINTENANCE OF TRAFFIC.

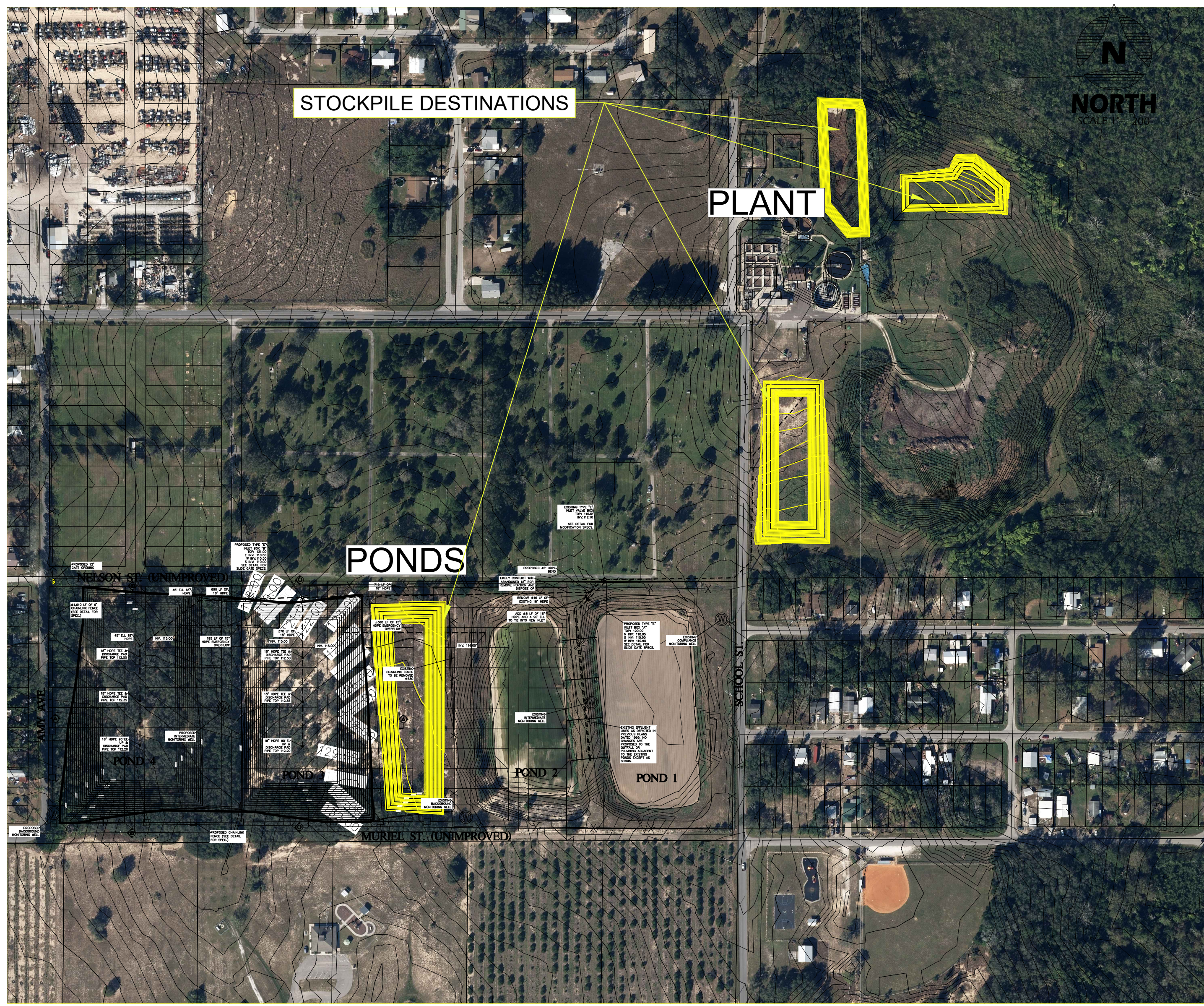
- CONTROL DEVICES: THE CONTRACTOR SHALL BE REQUIRED TO KEEP THE ENTIRE WORK SITE IN FULL COMPLIANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS, CURRENT EDITION AND THE USDOT, FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- DETOURS: DETOURS SHALL REQUIRE APPROVAL BY THE COUNTY ENGINEER. ANY DETOURS APPROVED AS PART OF THE TRAFFIC CIRCULATION PLAN, SHALL BE REQUIRED TO BE PROPERLY POSTED AND A MINIMUM OF 48-HOURS ADVANCE NOTICE SHALL BE GIVEN TO THE COUNTY ENGINEER'S OFFICE, LAW ENFORCEMENT AGENCIES, FIRE DEPARTMENT, SCHOOL BOARD AND EMERGENCY SERVICES. ADVANCE NOTICE SHALL ALSO BE PLACED AT THE LAST INTERSECTION BEFORE THE DETOUR. C. DRIVEWAYS KEPT OPEN: NO BUSINESS WILL HAVE VEHICULAR ACCESS TOTALLY BLOCKED AT ANY TIME. DRIVEWAY ACCESS TO PROPERTY WILL NOT BE BLOCKED FOR MORE THAN 8 HOURS ON ANY DAY. PROPERTY OWNERS WILL BE NOTIFIED IN WRITTEN FORM BY THE CONTRACTOR 24 HOURS PRIOR TO THE BLOCKING OF ANY DRIVEWAY, BUSINESS, OR PROPERTY ACCESS. BLOCKING OF DRIVEWAYS WILL REQUIRE ADVANCE APPROVAL BY THE COUNTY ENGINEER.
- MAINTENANCE OF TRAFFIC VIOLATIONS: THE COUNTY WILL REPORT ANY KNOWN VIOLATION OF THE REQUIRED MAINTENANCE OF TRAFFIC TO THE OWNER, PROJECT ENGINEER OR CONTRACTOR. CURRENT EDITION AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS ON THE STATE HIGHWAY SYSTEM, CURRENT EDITION.
- TRAFFIC CONTROL PLAN APPROVAL: PRIOR TO THE COMMENCEMENT OF WORK AT THE JOB SITE, THE PROJECT ENGINEER SHALL RECEIVE APPROVAL OF HIS TRAFFIC CONTROL PLAN FROM THE COUNTY ENGINEER. ACCESS FOR LOCAL TRAFFIC SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD OF THE PROJECT.
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CONSTRUCTION NOTES

- ELEVATIONS SHOWN ARE A REPRESENTATION OF FIELD CONDITIONS AND IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY INFORMATION IN FIELD. THE INTENT FOR THE PROPOSED CONSTRUCTION IS TO MATCH THE EXISTING SLOPE OF THE ROADWAY AND SHOULDERS (UNLESS SHOWN OTHERWISE).
- THESE PLANS HAVE BEEN DRAWN TO DEPICT THE REQUIRED CONSTRUCTION WITHIN THE PROJECT AREA. IN CERTAIN CASES, THE SIZE AND/OR LOCATION OF PROPOSED CONSTRUCTION HAS BEEN BLOWN-UP TO SHOW ITEMS. THEREFORE, LOCATIONS ON THE DRAWINGS MAY NOT BE EXACT AND SHOULD NOT BE SCALED FOR CONSTRUCTION. ITEMS SUCH AS INLETS, CULVERTS, MITERED END SECTIONS, SIGNS, STRIPING, TURN LANES, SLOPES ETC. WILL NEED TO BE CONSTRUCTED USING EXISTING SITE CONDITIONS AND CURRENT F.D.O.T. CONSTRUCTION REQUIREMENTS AND REGULATIONS.
- THE TOPOGRAPHY SHOWN FOR PROJECT IS A REPRESENTATION OF FIELD CONDITIONS. THE DESIGN OF THIS PROJECT IS BASED ON THE TOPOGRAPHY PROVIDED. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY INFORMATION IN FIELD. ANY DISCREPANCIES BETWEEN THE DESIGN TOPOGRAPHY AND FIELD CONDITIONS DURING CONSTRUCTION SHOULD BE BROUGHT TO THE ENGINEER OF RECORDS ATTENTION IMMEDIATELY SO THAT ALTERATIONS IN THE DESIGN CAN BE MADE TO REFLECT THE FINAL SITE CONSTRUCTION CONDITIONS WITHIN THE GOVERNING APPLICABLE REGULATIONS.
- THE INFORMATION AND DESIGN SHOWN ON THESE DRAWINGS IS BASED ON THE BEST AVAILABLE INFORMATION PROVIDED FOR DESIGN. THE DRAWING IS TO SCALE AS MUCH AS POSSIBLE; HOWEVER NO MEASUREMENTS SHOULD BE MADE BY SCALING FROM THESE DRAWINGS AS SOME ITEMS MAY NOT BE TO SCALE FOR DRAWING CLARITY. ANY QUESTIONS OR CONCERNS SHOULD BE BROUGHT TO THE ENGINEER IMMEDIATELY FOR CLARIFICATION OR RESOLUTION. POLSTON ENGINEERING INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS CAUSED BY OTHERS CAUSED BY MAKING ASSUMPTIONS ABOUT THE PLANS OR ERRORS CAUSED BY SCALING THE PLANS. ALL CONSTRUCTION SHALL FOLLOW THE ACCEPTED SAFETY PROCEDURES AND CONSTRUCTION TECHNIQUES AS REQUIRED BY ANY APPLICABLE GOVERNMENT STANDARDS.
- THE UNDERGROUND UTILITY LINES ARE SHOWN ON THESE DRAWINGS ARE REPRESENTATIONS ONLY. FIELD INVESTIGATION FOR EXACT LOCATIONS IS REQUIRED AND WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL CONSTRUCTION WITHIN THE FOOT RIGHT-OF-WAY IS TO BE IN ACCORDANCE WITH THE CURRENT FOOT STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION AND THE ROADWAY AND TRAFFIC DESIGN STANDARD INDEX.
- ALL DISTURBED PREVIOUSLY IMPROVED AREAS WILL BE COMPLETELY RESTORED TO ORIGINAL CONDITIONS, THIS INCLUDES SOILING, LANDSCAPING, IRRIGATION SYSTEMS, STRUCTURES, ETC.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF TRAFFIC DURING THE DURATION OF CONSTRUCTION. ALL SAFETY PRECAUTIONS DURING CONSTRUCTION MUST MEET F.D.O.T. SPECIFICATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND IMPLEMENTING A TRAFFIC CONTROL PLAN DURING THE DURATION OF CONSTRUCTION WITHIN THE RIGHT OF WAYS.
- ALL CONCRETE USED WILL BE 3000 PSI (MINIMUM).

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

ON SITE AND NEARBY MATERIAL STORAGE DESTINATION LOCATIONS



FENCING SPECIFICATIONS:

CHAIN LINK

Material Specifications

- Fence fabric: Six foot heights, knuckled top and bottom, 9 gauge steel with galvanized coating.
- Posts: Intermediate line posts: Six foot high runs shall use 3" O.D. posts. All posts schedule SS40 galvanized. Terminal and corner posts: Six foot high runs shall use 3" posts, all posts to be no less than schedule SS40 galvanized.
- Top Rail: 1 5/8" O.D. schedule SS40 galvanized pipe.
- Tension Bars: Minimum 3/16" x 5/8" flat galvanized metal to be provided at each end, corner and gate post. Lengths to match fabric heights.
- Tension Wire: Tension wire of 7 gauge galvanized spring coil to be used on bottom of fence. Use hog rings to attach to bottom of fabric at 24" O.C.
- Tension Bands: Minimum 1/4" width x 14 gauge bands, galvanized after fabrication. Each band installed with a 5/16" x 1/4" galvanized carriage bolts and nuts. Minimum bands required is one less than height of fabric with each tension bar, i.e. 5 to be used at 6' applications.
- Sleeves: For top rail couplings, minimum length of 6' galvanized steel. May be inside or outside pipe.
- Caps: Pressed steel or malleable, may be dome or flat type, to be installed on all end, corner and gate posts.
- Sockets: Pressed steel or malleable, galvanized, to be provided on all line posts.
- Loops (Rail ends): Pressed steel or malleable, galvanized, to be used with brace bands for bracing of top rail.
- Ties: The wires of aluminum to be 9 gauge. To be used as fabric ties on line posts, fabric ties along top rail and could be used to tie bottom tension wire. All ties to be installed so wires gauge to be installed by fingers alone and all ends of the twisted wire shall face down. Steel ties may be used with prior permission.
- Gates: All gates shall be furnished and installed with similar specification as fence material, be of proper design and pipe size bracing for the size gate specified. SS20 galvanized piping can be used on the gate frames. Each gate provided will include not only the gate, but also the gate and latch posts specified below, two industrial galvanized hinges, allowing nearly a 180 degree swing and one appropriately sized latch fork and drop rod. All swing gates will receive the installation of a ductbill gate keeper to hold each respective gate open.

MINIMUM INSTALLATION REQUIREMENTS

- Intermediate line posts shall be placed not more than ten (10) feet apart, plumb and in a vertical position. All posts shall be set in concrete four times the diameter of the post to a depth no less than twenty-one (21) inches.
- All end, corner, terminal and gateposts shall be plumb and vertical. Posts shall be set in concrete four times the diameter of the posts at a depth no less than thirty-three (33) inches, deeper if application dictates it.
- Any change in directions of fifteen (15) degree shall transition from a corner post with the fabric independently stretched.
- The fabric shall be stretched tight from terminal posts. The fabric shall be fastened to line posts by ties spaced approximately fifteen (15) inches apart. It shall be fastened to top rails by ties spaced approximately twenty-four (24) inches apart. The fabric shall be placed outside of the line posts. It shall be cut and fastened to each terminal post independently by tension bars with bands spaced per specifications, the same being true for bottom tension wire. Fabric shall be installed to be no more than 2" above the ground.
- Concrete used to secure posts shall be at least 2500 psi. Posts shall extend approximately three (3) inches below the bottom of the concrete to allow condensation to dissipate from within the post.
- The contractor shall be responsible for securing the work area for any materials, which could be used as projectiles, or for vandalism.

DATE	06-29-23	ORIGINAL SUBMITTAL	REMARK
	07-28-23	STOCKPILE LOCATIONS REV.	
CH	DR	DRJ	
	RD	RDJ	
	RDP	RDP	

CITY OF SEBRING
 CEMETERY ROAD WWP
 PERCOLATION POND ADDITIONS
 CONSTRUCTION SPECIFICATIONS

ENGINEER JOB # 01149

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CERTIFICATE OF AUTHORIZATION # 5684
 ROGER DALE POLSTON P.E. # 33222
 MARVIN LUTHER WOLFE P.E. # 46300

DRAWING SCALE
1" = 200'
 SHEET
C4 OF C4

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