



PLANT CITY, FLORIDA

INVITATION FOR BIDS

BID NO. 16-96239-01

Biosolids Hauling and Land Application

**City of Plant City
Procurement Department
302 West Reynolds Street
Plant City, FL 33563
Phone: 813-659-4270
E-mail: wstorey@plantcitygov.com**

**CITY OF PLANT CITY
PLANT CITY, FLORIDA
Biosolids Hauling and Land Application
Bid No. 16-96239-01**

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CITY OF PLANT CITY, FLORIDA
Invitation for Bids
Biosolids Hauling and Land Application
Bid No. 16-96239-01

Project Summary

The City of Plant City, Florida seeks bids to provide all labor, processes, materials and equipment necessary for removing, transporting and disposing of biosolids produced at the Plant City Water Reclamation Facility (WRF), located at 1500 W. Victoria Street, Plant City, Florida 33566.

Biosolids material shall be transported to a Florida Department of Environmental Protection (FDEP) permitted disposal site provided by the Contractor in accordance with FDEP and U.S. E.P.A. regulations.

This Invitation for Bids and related documents are open for public inspection online at DemandStar.com, BidSync.com and www.plantcitygov.com.

Submittal Location & Deadline and Bid Opening

Sealed bids must be delivered to 302 W. Reynolds Street, 3rd Floor, Plant City, Florida 33563. The submittal deadline is not later than 2:00 PM on April 21, 2016 after which, the bids will be opened and the names of each bidder and their total price will be announced.

Questions

Procurement Manager, Buddy Storey is the **only** staff designated and authorized to answer questions about this bid. Bidders may rely only on written responses or interpretations from the Procurement Manager. Verbal and/or written responses given by other City staff in response to bidder questions shall not be binding on the City. The City will recognize written addenda issued by the Procurement Manager as the only legitimate method of responding to questions about this bid or the project described within this bid.

The deadline to submit questions is April 11, 2016 at 10:00 AM. Questions shall be submitted in writing to Mr. Storey at wstorey@plantcitygov.com. All answers will be issued in writing via addendum.

W. A. "Buddy" Storey, Jr.
Procurement Manager

SECTION 1 – BIDDER INSTRUCTIONS

1. Submittal Location & Deadline. Bids must be submitted to the City of Plant City Procurement Department, 302 W. Reynolds Street, 3rd. Floor, Plant City, Florida 33563 by **2:00 PM on April 21, 2016**. Bids will be time stamped upon receipt. **Bids submitted by fax, e-mail, or telephone will not be accepted. Late bids shall not be accepted.**
2. Submittal Envelope. Bids shall be submitted in a sealed envelope or box clearly marked "Bid No. 16-96239-01 Biosolids Hauling and Land Application". Bidder shall write its name on the outside of the envelope.
3. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
4. Rejection. The City reserves the right to reject any or all bids at any time and for any reason. Bids submitted after the deadline shall be rejected. Bids submitted in an unsealed or incorrectly marked envelope or box shall be rejected. Fax, e-mail, or telephone bids shall be rejected. Bids which are incomplete, unbalanced, conditional, obscure, or which contain terms or additions not called for, alterations or irregularities of any kind, or which do not comply with the Contract Documents may be rejected at the at the sole discretion of the City.
5. Response Form. Bids shall be made only on the form included in this packet. Bid forms shall be signed by the owner or other authorized individual.
6. **ITEMS THAT MUST BE INCLUDED WITH BID:**
 - a. **Completed Bid Response Form**
 - b. **Evidence that the bidder is qualified to transact business in the State of Florida.**
 - c. **Current "ACORD" insurance certificate with at least \$1,000,000 in coverage per incident including worker's comp certificate or a photocopy of state certificate of exemption from Worker's Compensation.**
 - d. **Bid Bond. A cashier's check or bid bond equal to 5% of the total price for the work proposed must be included with each bid. Checks or bonds must be made payable to "City of Plant City, Florida". The calculation for the bid bond should be based on the total annual amount as indicated on the Bid Response Form.**

- e. **Bidder references using forms under Bidder's Qualification and References**
- f. **"SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES."**
- g. **A copy of all FDEP Biosolids permit cover pages showing permit numbers and number of acres for each site intended for use in this work.**
- h. **A summary sheet listing each site and the acreage of each site.**
- i. **All summary of sites with FDEP approved storage pads, the size of the storage pads and projected number of days of storage for each storage pad.**
- j. **Documentation from FDEP of approved method of incorporation to meet 40CFR 503.33(b)(10).**
- k. **Listing of any subcontractors required to perform work.**

7. Number of Copies. Bids shall be submitted in the following formats

- a. Two (2) paper copies of all required forms and documents, **and**;
- b. One electronic copy of all required forms and documents. (PDF on a CD or Thumb Drive)

8. Completeness. The City may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.

9. Review Documents. Bidders must review all specifications and Contract Documents related to this bid and project. Failure to review all specifications, forms, Contracts, addenda, or other documents shall not relieve a bidder from any obligations contained in this bid or a subsequent Contract with the City.

10. Familiarity with Project Area. Prior to submitting a bid, bidders shall become fully acquainted with the project areas. Please see "Scope of Work" for more detail about the project. Submittal of a bid shall serve as bidder's acknowledgement that they are fully familiar with the service area.

11. Fill-In Required Forms & Seal Envelope. Bidders must accurately and completely fill-in all required bid forms included in this packet. Bidder shall submit all documents listed in this Invitation for Bids. Authorized signatures must be included on forms/documents. Incomplete or missing forms/documents may result in rejection of the bid.

12. Certification. Submittal of a bid shall be deemed as certification that a bidder has fully considered all factors associated with this Invitation for Bids, including any addenda.
13. Project Owner. The City of Plant City, Florida owns this project. The City Manager or designee is the City's authorized representative on this project.
14. Verification of Bidder's Capability. The City will verify Bidder's ability to complete the work specified in this bid. The City may, at its sole discretion, determine Bidder's capacity to perform this contract based on, but not limited to, evaluation of the following:
 - a. Comparable prior project experience (particularly ones similar to this project size/scope).
 - b. Financial resources.
 - c. Prior bond history.
 - d. Licensure and certifications.
 - e. Equipment, machinery, and/or facilities.
 - f. Background & references.

Bidders deemed to be unqualified to perform the work may have their bid rejected.

15. Award. City personnel will evaluate the bids. Determination of the lowest responsive and responsible bid may be made on the basis of the base bid.

City staff will recommend the lowest responsive and responsible bid to the City Commission. The City Commission makes the final decision regarding award or rejection of bids.

The City may award a Contract based on bid responses received from bidders without further discussion of such bids with the selected bidder. Therefore, bids should be submitted based on the most favorable terms available.

16. Local Preference. The City has adopted a local preference policy (Section 2-161, Plant City Code). As part of this Invitation for Bids, the local preference policy provides qualifying bidders with an amount not to exceed 1½ percent of the lowest bid, provided that the cost differential from the lowest bid shall not exceed \$2,500. Non-qualifying bidders will not receive the 1½ percent. A bidder qualifies for a local preference if it meets all of the following:
 - a. Paid its applicable City business tax for the current year in which this Invitation for Bids is issued. Bidders that request local

preference must include in their submittal packets a copy of the receipt proving payment of the City's business tax.

- b. Obtained a license issued by the State of Florida allowing it to engage in the business of providing the services requested in this Invitation for Bids.
- c. Maintains a physical office located within the city limits of Plant City. The office must be staffed by at least one full-time equivalent employee, and must have been established at least six months before the submittal deadline. Post Office boxes are not verifiable and will not be accepted as proof of a physical office location.
- d. A bidder that does not meet the criteria above will not receive 1½ percent calculated to the bid price submitted.

18. Protest Procedures: **City Code, Sec. 2-152. Protest procedure.**

(a) *Bid/proposal protests.* Any actual bidder or proposer who is allegedly aggrieved in connection with the issuance of the Purchasing Manager's recommendation and intent to make a competitive award of a contract may protest to the City Manager.

(b) *Posting.* The Purchasing Manager shall post the Purchasing Manager's recommendation and intent to make a competitive award on the City's website.

(c) *Requirements to protest.*

(1) A formal written protest of the Purchasing Manager's recommendation and intent to make a competitive award must be filed by email delivery or hand delivery no later than 2:00 p.m. on the fifth business day after the day that the Purchasing Manager posts the Purchasing Manager's recommendation and intent to make a competitive award. The formal written protest shall:

(a) identify the protesting party and the RFP, RFQ, or Invitation to Bid involved;

(b) include a clear statement of the basis for the protest;

(c) refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable; and

(d) describe the specific relief to which the protesting party deems itself entitled by application of such authorities.

(2) Protests can be filed either by hand delivery or email to the City Clerk. A formal written protest is considered filed with the City when the City Clerk receives

it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and shall result in the relinquishment of all rights to protest by the bidder or proposer.

(d) Sole remedy. These procedures shall be the sole remedy for challenging an award.

(e) Prohibited communications. Bidders and proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means, and contacting any other City official, employee, or representative to discuss any matter relating in any way to the solicitation being protested. If the bidder or proposer violates this provision, the City may reject the protest. regardless of merit.

(f) Time limits. The time limits in which protest must be filed as specified herein may be altered by specific provisions in the Invitation to Bid. Request for Proposals, or Request for Qualifications.

(g) Authority to resolve. The City Manager shall resolve the protest in a fair and equitable manner and shall render a written decision to the protesting party no later than 5:00 p.m. on the fifth business day after the day that the protest was filed.

(1) If the amount of the approved bid or proposal is \$50,000.00 or less, the City Manager's decision shall be final and conclusive as to the City. If the amount of the approved bid or proposal is greater than \$50,000.00, the decision shall be final and conclusive as to the City upon the approval of the City Commission.

(2) If the City Manager determines that it is in the best interest of the City to reject the bids or proposals received, then the City Manager shall reject the bids or proposals and report same to the City Commission. The City Manager's decision shall be final and conclusive as to the City.

(h) Stay of procurement during protests. If a protest is filed, there shall be a stay of procurement prior to the resolution by the City Manager or City Commission (whichever is applicable), unless a determination is made by the City Manager or City Commission (whichever is applicable) that the award of the contract without delay is necessary to protect the substantial interests of the City.

19. Waiver of Irregularities. The City may waive informalities or irregularities that in the City's opinion do not materially affect a bid.

20. Notice of Award. When the bid award is scheduled for Commission action, the Procurement Manager shall post a Notice of Intent to Award to the City's website. The Procurement Manager shall notify the selected bidder (if any) in writing following City

Commission action on the staff recommendation.

21. Contract Execution & Bid Bond. The selected bidder must sign and return the Contract, any required bonds or letter of credit, insurance certificates, and all other required documents within fourteen calendar days after the City sends the documents to the selected bidder. Once the City receives the signed Contract and all other required documents back from the selected bidder, then the City's authorized representative will sign the Contract.

Failure to sign and return the Contract and all other required documents within 14 days may result in the City calling the bid bond or cashing the cashier's check submitted by the selected bidder with its proposal; barring the selected bidder from consideration on future projects; or both. The City may then select another bidder to perform the work or provide the goods/services specified in this bid.

22. Notice to Proceed. Following Contract signing by the City, the Procurement Manager will issue a formal "Notice to Proceed" in writing to the Contractor which will have a start date of June 1, 2016. The Contractor's bid bond will subsequently be returned.
23. Revocation of Award. If the City discovers that the Contractor has misrepresented anything in their bid or that the Contractor – in the City's opinion – is no longer reasonably capable of performing the work as bid, then the City may revoke the award at any time **before** issuing the formal Notice to Proceed. The Procurement Manager will issue the revocation in writing.
24. Bid Interpretations. The City has the right to define and interpret bid terms, specifications, and conditions.
25. Changes or Modifications. The City may at any time make changes within the general scope of the contract in any of the following areas:
 - a. Time of Performance (i.e., hours of the day, days of the week, etc.).
 - b. Location of performance of the services.
 - c. Quantities to be ordered.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed notice to proceed or purchase order issued by the City. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at the Contractor's own risk. The City assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

26. Conditions of Performance. Bidders are required to inform themselves fully of the conditions relating to performance of the work required, including but not restricted to labor and operating conditions under which the work will be or is now being performed; and the successful bidder must apply, so far as possible, such methods and means in carrying out the work that will not cause any interruption or interference with any other work, construction or operation the Owner has underway.
27. Indefinite Quantity. The quantities of goods and services specified herein are estimates only and are not purchased by the resulting contract. Delivery or performance shall be as authorized by purchase or approved change orders in accordance with the terms of the resulting contract. The City may issue orders requiring delivery to multiple destinations or performance at multiple locations.
28. Contract Documents. The Contract attached hereto is a draft of the Contract required by the City to award the project described in this bid. It is the Bidder's responsibility to review and understand the Contract. If the Bidder requires any modifications or additional terms and conditions to the Contract, the Bidder shall detail the desired changes on a separate page clearly titled "Additional Terms/Modifications". That page then must be attached to the bid response form and submitted as part of the bidder's proposal. **Contract modification requests after the Bidder's bid has been submitted shall not be considered.**
29. Payment and Performance Bond. A Payment and Performance Bond is required for the amount of the contract. Contractor shall be responsible for recording the payment and performance bond and before commencing the work, Contractor shall provide to the City Clerk a certified copy of the recorded bond. As required by 255.05, Florida Statutes, the City may not make any payments to the Contractor until the City Clerk receives the certified copy of the recorded bond.
30. Insurance and Bonds. Insurance and bonds specified in this bid document and the Contract shall conform to and shall be insured by companies meeting the criteria outlined below and within the contract document.
- a. Insurance and bonds shall be countersigned by an agent licensed to do business in the State of Florida.
 - b. Surety must be permitted to do business in the State of Florida and shall have been in business and have a record of successful, continuous operation for at least five years.
 - c. The surety shall have at least the following minimum rating as listed in Best's Financial Rating:
 - i. Financial Strength Rating of "A".
31. Sworn Statement on Public Entity Crimes. A person or affiliate as defined in Section

287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity; and may not transact business with any public entity in excess of \$25,000 for a period of 36 months following the date of being placed on the convicted vendor list.

Bidders must fill out and sign the form titled "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES." Failure to do so may disqualify the bid.

32. Other Forms & Documents. Bidders are responsible for reviewing and understanding all plans, photos, specifications, forms or other documents associated with the project described in this bid. Submittal of a bid shall serve as bidder's acknowledgement that it has reviewed and understood all such documents.
33. Indemnification. Section 1-16, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City cannot indemnify bidders.
34. All-Inclusive Cost. The bid shall include all expenses necessary to complete the project or provide the services described in this Invitation for Bids. If selected by the City, the Bidder must pay applicable sales tax on any goods or services it purchases. The City is exempt from paying federal and state taxes, including sales tax. The City's sales tax exemption is not assignable and cannot be applied toward items the Contractor purchases, regardless of whether Contractor transfers those items to the City.
35. Bid Preparation & Submittal Expenses. The City shall not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this bid.
36. Legal Requirements. Bidders are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being solicited in this bid. A bidder's lack of knowledge shall in no way be a cause for relief from responsibility, nor shall it constitute a cognizable defense against the legal effects thereof.

Submittal of a bid shall constitute the bidder's affirmation that they are familiar with and shall comply with all federal, state, and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such

services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services. No plea of misunderstanding shall be considered on account of the bidder's ignorance thereof. If a bidder believes provisions in the bid documents are contrary to or inconsistent with any law, ordinance, or regulation, then the Bidder shall promptly report those provisions in writing to the City.

37. Public Records. Bidders understand that Florida has a broad public records law, and that documents in the possession of the City can only be maintained confidential to the extent allowed under the Florida Public Records Act, Florida Statute 119.
38. Cooperative Procurement Agreement. The City of Plant City is a member of the Government Procurement Council of Hillsborough County in accordance with Chapter 69-1119, Laws of Florida. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this request shall constitute a bid made under the same conditions for the Contract price as this bid to all public entities in Hillsborough County.

The Procurement Departments of each of the following agencies represented will place their own orders as needs and availability of funds dictate:

GPC LISTING

City of Tampa

Procurement Department
Tampa Municipal Office Building,
2nd Floor
306 E. Jackson St.
Tampa, FL 33602

Hillsborough Community College

39 Columbia Drive
Tampa, FL 33606
813-253-7060 – Telephone
813-253-7561 – Fax
vmelchoir@hcc.fl.us

Tampa Sports Authority

4201 N. Dale Mabry Highway
Tampa, FL 33607
813-673-4300 – Telephone
813-673-4312 – Fax
jhaugabrook@tampasportsauthority.com

City of Temple Terrace

P.O. Box 16930
Temple Terrace, FL 33687
813-506-6420 – Telephone
813-989-7185 – Fax

Hillsborough County Board of County Commissioners

601 E. Kennedy Blvd., 18th Floor
P. O. Box 1110,
Tampa, FL 33601-1110
Phone: (813) 272-5790
FAX: (813) 272-6290
www.hillsboroughcounty.org

Tax Collector

601 E. Kennedy Blvd., 14th Floor
Tampa, FL 33602
Phone: (813) 307-6222
FAX: (813) 307-6521
www.hillstax.org

Clerk of Circuit Court

601 E. Kennedy Blvd.-13th Floor
P.O. Box 1110
Tampa, FL 33601
Phone: (813) 276-8100 Ext.7721
FAX: (813) 272-5521
www.hillsclerk.com

Hillsborough Co. Sheriff's Office

P.O. Box 3371
Tampa, FL 33601
813-247-8033 – Telephone
813-247-8246 – Fax
Jshillady@hcsa.tampa.fl.us

The Children's Board of Hills. County

1002 E. Palm Avenue
Tampa, FL 33605
Phone: (813) 229-2884
FAX: (813) 228-8122
www.childrensboard.org

Tampa-Hillsborough County Expressway Authority

1104 East Twiggs St. Suite #300
Tampa, Florida 33602
813-272-6740 – Telephone

State Attorney's Office

Tampa, FL 33602
813-272-5400 – Telephone
813-272-7014 – Fax
Ober_M@SAO13th.com

University of South Florida

Procurement Services
3702 Spectrum Blvd. UTC135-P
Tampa, FL 33612
813-974-2481 – Telephone
813-974-5362 – Fax

813-276-2492 – Fax
Nancy@tampa-xway.com

gcotter@admin.usf.edu

**Hillsborough Area Regional
Transit Authority**
4305 E. 21st Street
Tampa, FL 33605
813-623-5835 – Telephone
813-664-1119 – Fax

Tampa Port Authority
P.O. Box 2192
Tampa, FL 33601
813-905-5164 – Telephone
813-905-5109 – Fax

**Housing Authority
of Plant City**
1306 Larrick Ln.
Plant City, FL 33563
813-752-0569

**Hillsborough Co. Aviation
Authority**
P. O. Box 22287
Tampa International Airport
Tampa, FL 33622-2287
Phone: (813) 870-8730
FAX: (813) 875-6670
www.tampaairport.com

Supervisor of Elections
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 276-8274
FAX: (813) 272-7043
www.votehillsborough.org

Property Appraiser
601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpafl.org

**Hillsborough County School
Board**
P. O. Box 3408
Tampa, FL 33601-3408
Phone: (813) 272-4329
FAX: (813) 272-4007

City of Tampa Housing Auth.
1614 Union Street
Tampa, FL 33607
813-253-0551 – Telephone
813-4522 – Fax
irenew@thaf1.com

Tampa Palms Community Dev. Dist.
16311 Tampa Palms Blvd W
Tampa, FL 33647
Phone: (813) 977-3933
Fax: (813) 977-6571
www.tpoa.net

SECTION 2 – BID RESPONSE AND FORMS

Pursuant to and in compliance with your Invitation to Bid, Instruction to Bidders, the fixed Price Contract between Owner and Vendor, Special Conditions and other documents related thereto, the undersigned does hereby propose to furnish all labor, materials and other equipment necessary to complete the work as specified herein. All work is to be performed in accordance with the City of Plant City Standards; as required by and in strict accordance with the contract documents, specifications and all addenda, if any, issued prior to the date of this bid at the prices listed herein as follows:

BASE BID

The following bid price is for transport and use or disposal of biosolids with Class B Pathogen Reduction requirements being met at Plant City’s wastewater treatment facility prior to being loaded on bidder’s equipment. Compliance with Vector Attraction Reduction by the contractor is included in this bid price.

Unit price \$_____ per wet ton (**Basis of Award**)

Total Price in Words: _____

For Information Purposes Only

The total annual volume is anticipated to be 9,000 wet tons. Utilizing the above unit price of \$_____ per wet ton the total annual expenditure is anticipated to be \$_____.

Authorized Signature: _____

Date: _____

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Bidder Name: _____

NOTE: BIDDER NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number)

(Street Name)

(City)

(County)

(State)

(Zip Code)

Contact Person: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

BIDDER'S QUALIFICATIONS AND REFERENCES

Bidder shall submit the following items for use in City's evaluation of capacity to perform the work (these requirements are also listed in Bidder Instructions, section 6):

- A. A copy of all FDEP Biosolids permit cover pages showing permit numbers and number of acres for each site intended for use in this work.
- B. A summary sheet listing each site and the acreage of each site.
- C. All summary of sites with FDEP approved storage pads, the size of the storage pads and projected number of days of storage for each storage pad.
- D. Documentation from FDEP of approved method of incorporation to meet 40CFR 503.33(b)(10).
- E. Listing of any subcontractors required to perform work

Bidder shall identify experience as the Contractor of record in the construction, modification, or delivery of 3 similar projects completed during the previous 3 years in Florida. If firm is less than 3 years in existence, references could include similar projects performed by the principal(s) of the firm within the last 3 years.

Reference #1			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
Reference #2			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			
Reference #3			
Organization Name:			
Location (City, State):			
Contact Name:			
Telephone:		Date Service Began:	
Email:		Date Service Ended:	
Description of Service:			

SECTION 00401
BID BOND

1. KNOW ALL PERSONS that we, _____ as Principal, and _____ as Surety, are held and Bidderly bound unto the City of Plant City, Florida (hereafter called the ("Owner")) in the penal sum of _____dollars (\$ _____), (5%of the Total Base Bid) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. The Principal has submitted a proposal to the Owner for the project known as the _____.

3. The condition of this obligation is such that if the Owner shall accept the proposal of the Principal, and

(a) the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's bond or bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the proposal or

(b) in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's bond or bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof between the amount specified in the proposal and such larger amount for which the Owner may in good faith contract with another party to complete the project, then this obligation shall be void, otherwise to remain in full force and effect.

4. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

5. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the county and state in which the Project is located.

6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

7. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20_____.

Principal (Seal)

ATTEST: _____ By _____

Secretary

Title

Surety (Seal)

ATTEST: _____ By _____

Secretary

Title

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

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

1. This sworn statement is submitted with Bid, Proposal, or Contract No. _____
for _____
[print name of the public entity]

2. This sworn statement is submitted by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

- a. Predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

- c. Those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the one statement that applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

_____There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).

[Signature]

[Date]

STATE OF FLORIDA _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first _____
_____ being sworn by me, affixed his/her signature in the space
[Name]

provided above on this day of _____, 20__.

Notary Public

My commission expires _____

PAYMENT AND PERFORMANCE BOND
Surety's Bond No. _____
City's Contract No. _____

Contractor (Principal):

Name: _____
Address: _____
Phone () _____

Surety:

Name: _____
Address: _____
Phone () _____

Owner:

City of Plant City, Florida
302 West Reynolds Street
Plant City, FL 33563
(813) 659-4200

BY THIS BOND, We _____,
as Principal and _____, a Corporation,
as Surety, are bound to the City of Plant City, Florida, a Florida Municipal Corporation, herein
called Owner, in the sum of \$_____ for 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 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 payments to all claimants, as defined in Section 255.05(1), Florida

Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all losses and damages, including, but not limited to, delay damages, and all expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. 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 a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20____.

WITNESSES:

_____	By:	_____
Print name: _____		Name of Principal
_____	Title:	_____
Print name: _____		
_____		_____
Print name: _____		Name of Surety
_____	By:	_____
Print name: _____		Attorney-in-fact*

*(As Attorney in Fact) attach Power of Attorney and Current Certificate with Original Signature

SECTION 3 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

- A. The Contractor shall provide all labor, processes, materials and equipment necessary for removing, transporting and disposing of biosolids produced at:

Plant City Water Reclamation Facility (WRF)
1500 W. Victoria Street
Plant City, Florida 33566

Biosolids material shall be transported to a Florida Department of Environmental Protection (FDEP) permitted disposal site provided by the Contractor in accordance with FDEP and U.S. E.P.A. regulations.

The City's Representative is the Chief Plant Operator (CPO) at (813) 757-9191. After contract award, questions regarding this Scope of Services shall be directed to the CPO.

- B. The Contractor shall provide sufficient leak proof trailers at the facility, to store and transport the dewatered biosolids per the estimated annual quantities referenced in Item 2 of the Technical Specifications. Under current system operation, the biosolids will be loaded into the Contractor's trailers by City personnel on a 10 hours per day, 4 days per week basis. As flows or conditions change, so may this method of operation. The trailers shall meet all applicable requirements for travel on local, state, and federal highways as necessary. The trailers may be moved and positioned by City employees to facilitate the loading process.
- C. The Contractor shall remove the loaded trailers from the wastewater treatment plant site and transport them to a FDEP approved site.
- D. The Contractor shall abide by all applicable requirements of the City's Water Reclamation Facility (WRF) Wastewater Facility Permit (Section II, Biosolids Management Requirements), Chapter 62-640, F.A.C., and 40 CFR 503, for the type of disposal or land application proposed and provide the City with the required reports and information in a format for direct submittal to federal, state and local regulatory agencies.
- E. The Contractor shall be responsible for customary expenses such as maintaining licenses, certifications; attending Contract related meetings, etc.
- F. Contractors and subcontractors personnel and drivers must be able to effectively communicate in English with City personnel.

2. ESTIMATION OF QUANTITIES AND CHARACTERISTICS OF BIOSOLIDS

- A. The biosolids are the treatment product of an activated sludge, aerobic digestion treatment process.

- B. Pathogen Reduction is met at the WRF by 40 CFR 503.32(b)(2) Monitoring of Indicator Organisms.
- C. Vector Attraction Reduction shall be accomplished by the Contractor in accordance with by 40 CFR 503.33(b)(10) incorporate biosolids into the soil within 6 hours after application.
- D. City of Plant City does not guarantee or give warranty as to the chemical composition of this material. It is possible that the nutrient and chemical components of the Biosolids will have lower or higher concentrations than that represented in the Typical Biosolids Analysis Summary provided in Attachment A.
- E. City of Plant City does not warrant or represent that the treated Biosolids produced by the WRF can or should be used for any particular purpose.
- F. The estimated average biosolids production at the WRF is 8,000 – 9,000 wet tons per year over the potential 5 year term of the agreement. However, City of Plant City makes no guarantee as to the minimum or maximum volume of Biosolids to be produced. These volumes are provided for informational purposes only. Average biosolids production for 2010 through 2015 is provided in Attachment A.
- G. Actual daily requirements, volumes and transport schedules will be determined by the WRF Chief Plant Operator or his designee to meet the operational needs of the facility.
- H. It is understood that in the event of Acts of God and/or Pre and Post Inclement Weather events that delayed or additional hauling requirements could be imposed by City of Plant City. Every effort will be made to ensure proper and timely notification to the Contractor if such event occurs.

3. REGULATORY ISSUES

- A. The Contractor shall obtain all permits and licenses required for performing the work specified herein and furnish proof thereof to City of Plant City.
- B. Contractor shall comply with all applicable laws, regulations or ordinances imposed by all applicable federal state, regional and local agencies, including but not limited to Chapter 62-640, Florida Administrative Code and Chapter 40, Code of Federal Regulations, Part 503.
- C. Contractor shall accept all responsibility for disposal of the biosolids in accordance with Rule 62-640.300(3), Florida Administrative Code.
- D. The biosolids shall be disposed of only at Florida Department of Environmental Protection permitted site(s). The Contractor shall submit the required permit applications and compliance reports.
- E. The Contractor shall abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate the

plant imposed or issued by federal, state or local agencies or regulatory groups or by any court of competent jurisdiction.

- F. All governmental approvals or licenses required by these Technical Specifications shall be applicable to current law as that may be amended in the future. Any failure to obtain, renew or maintain an approval or license shall be Substantive Breach of Contract and shall be cause for immediate termination at the sole option of City of Plant City.

4. CONTRACTOR REQUIREMENTS FOR BIOSOLIDS REMOVAL, HAULING, DISPOSAL, AND REPORTING

- A. The Contractor shall provide all equipment, labor and materials necessary for the removal, transport and disposal of biosolids treated during the operations at the Plant. All biosolids transport equipment shall be watertight.
- B. The contractor will supply and maintain both safety and mechanically (including fuel) a yard dog tractor sized to properly and safely move the loaded trailers around the Plant City facility and give City's personnel training and permission to move contractor's trailers in and out of loading area when contractor or contractor's representative is not on site.
- C. The Contractor shall provide adequate number of trailers. It is estimated that a minimum of four (4) trailers will be needed at the Water Reclamation Facility. Each trailer should have a minimum holding capacity of 45 cubic yards. The minimum acceptable trailer length is 30 feet. This is the inside measurement of the trailer from the inside the bulkhead to the inside of the tailgate.
- D. All trailers must be empty when returned to the City facility. Any trailer returned with material still in it may be rejected and must be cleaned at contractor's site and returned at the contractor's expense.
- E. The contractor shall provide to the City for each load a copy of a ticket with the trailer number, weight, the disposal site name, field number, water table reading and incorporation certification at the time of application to the site as a record of biosolids disposal.
- F. The contractor shall assume full responsibility and the City of Plant City shall not be held liable for any fines, fees or costs associated with any overweight ticketing by any federal, state, county, or city agency.
- G. The Contractor shall remove the specified quantities of biosolids to ensure proper operation of the treatment facility. If the Contractor does not have sites of adequate quantity or quality to allow continuous removal and disposal during inclement weather, the Contractor shall provide alternate means of biosolids storage to ensure that biosolids removal at the City of Plant City facility can continue, at no additional cost to City of Plant City. Any fees associated with alternate disposal method shall be the sole responsibility of the Contractor.

- H. The operating schedule for Biosolids removal shall be between the hours of 7:00 AM and 6:00 PM, Monday through Friday, unless otherwise specified by City of Plant City Water Reclamation Facility. Due to the nature of wastewater treatment weekend hauling may be required at certain times of the year.
- I. The Contractor's mode of conveyance and transport shall require approval of City of Plant City Utilities. The Contractor shall be responsible for any spills, odor prevention, dust control, conveyance malfunctions, transportation or disposal problems, which occur during transport.
- J. Any spillage, accidental or otherwise, which occurs on or off the City of Plant City site, shall be the Contractor's responsibility to completely remove and sanitize, including appropriate regulatory notification.
- K. If citizen complaints during the removal and disposal of the Biosolids on any given day become significant as determined by City of Plant City, City of Plant City reserves the right to suspend the Contractor's operations and to direct the Contractor to perform corrective action, including but not limited to, the application of an odor retardant at no additional cost to City of Plant City.
- L. The Contractor acknowledges full understanding of the extent and character of the services required and the conditions surrounding the performance thereof. City of Plant City will not be responsible for any alleged misunderstanding of the services to be furnished or completed, or any misunderstanding of the conditions surrounding the performance thereof.
- M. All vehicles used by the Contractor shall clearly indicate the name of the company, vehicle number and a contact telephone number of the company office. Offsite processing or storage facilities shall be posted with signs and contact information. Any complaints received by the Contractor shall be recorded and summarized and reported to the City every month.
- N. The Contractor shall provide the City with all necessary recordkeeping in a report format for direct submittal to federal, state and local regulatory agencies, including any submittals required for future permit revisions or renewals.

5. TIME IS OF THE ESSENCE

The Contractor acknowledges that time is of the essence to complete the work specified herein. The work shall be prosecuted regularly, diligently and uninterrupted, at such a rate of progress as will ensure the proper operation of the wastewater treatment plant. If Contractor fails to pick up the required quantity of biosolids as scheduled, the City may, at Contractor's expense, use an alternative site or method.

6. INSPECTION

City of Plant City reserves the right to inspect and reject the tractor and trailers to be used by the Contractor for hauling and disposing of the biosolids specified herein. The Contractor agrees

for City of Plant City personnel to make inspections of the FDEP approved land application site(s) at a time and frequency as desired by the City.

7. SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A. All employees on the plant site and other persons (including but not limited to the general public) who may be affected.
- B. All the work and all materials or equipment to be incorporated, whether in storage on or off the site, and other property at the site, adjacent thereto, or utilized by the Contractor, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, underground facilities, and utilities not designated for removal, relocation or replacement in the course of the specified work.

8. METHOD OF MEASUREMENT FOR PAYMENT

- A. The contractor shall at their expense weigh each trailer a minimum of 1 (one) time empty to obtain the certified tare weight of each trailer. The contractor shall utilize an independent scale mutually acceptable to the contractor and the City. Each trailer shall be numbered and the tare weight clearly marked for easy identification.
- B. Loading and invoicing shall be based on the weight recorded by the City's scales.
- C. The City's current portable scales are non-certified devices. The contractor may obtain certified weights of filled trailers to establish a correlation or correction factor. A minimum of three certified weights will be necessary to establish a factor. If a correction is developed and approved by the City, the correction shall be verified a minimum of once per quarter.
- D. Should the City install certifiable scales at the facility, calculations for both the site loading and billing will be based on the scales used at the Plant City Water Reclamation Facility Belt Press Operation.

SECTION 4 – SPECIAL PROVISIONS

1. Definitions

Wherever used in any of the Contract Documents, the meaning shall be given to the terms herein defined:

- 1.1 The term "Contractor" means the person, Bidder or corporation to whom the herein Contract is awarded by the Owner and who is subject to the terms hereof.
- 1.2 The term "Subcontractor" means a person, Bidder or corporation supplying services and materials, labor and materials, or only services or labor for work in connection with the project.

2. Accident Prevention

Precaution shall be exercised the use of modern safety rules and practices at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.

3. Qualifications for Employment

No person shall be employed in violation of the State or the National Labor Laws. No person under the age of sixteen years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make this employment dangerous to his health or safety or to the health or safety of others shall be employed on the project under this Contract; provided, that shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

4. Substitutions

Unless otherwise stated, reference in the specifications to any article, device, product, materials, fixture, form, or type of construction, etc., by name, make or catalogue number, shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The determination of whether any article, device, product, material, fixture, form or type of construction is equal to that named is solely in the determination of the Owner. No Substitutions shall be permitted without the prior express written authorization from the Owner.

5. Patents

The Contractor shall hold and save the Owner and his officers, agents, servants, and employees harmless from liabilities of any nature or kind, including costs and expenses for, or on account

of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner at any time during the prosecution or after completion of the work unless otherwise specifically stipulated in the Contract Documents.

6. Use of Premises

- 6.1 The Contractor shall confine his apparatus, storage of materials, and construction operations to such limits as may be directed by the Owner and shall not unreasonably encumber the premises with his materials. Any damage done to public or private property shall be repaired at the Contractor's expense to the preconstruction condition or better. It is mandatory that a preconstruction video be made to determine actual preconstruction conditions should a dispute arise. Be sure to note address, type of sod, any existing damage and show these items on the video.
- 6.2 The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.
- 6.3 The Contractor shall provide and maintain at his own expense, in a sanitary condition, such accommodations for the use of his employees as is necessary to comply with the requirements and regulations of the State Department of Environmental Regulation and Health Department. He shall commit no public nuisance.

7. Overtime Work by Owner Employees

Where the Contractor elects to work on a Saturday, Sunday or other holiday, or longer than an eight-hour work shift on a regular working day, such work shall be considered as overtime work. On all such overtime work an inspector will be present. The Contractor shall reimburse the Owner for the full amount of the straight time plus overtime costs for employees of the Owner required to work overtime hours. The Contractor by these specifications does hereby authorize the Owner to deduct the cost of overtime work at the rate of \$35 per hour from the amount due or to become due him.

Overtime due to special construction problems such as concrete, finishing, asphalt rolling, making live sewer hookups, alleviating traffic problems, etc., may not be charged if the City Manager considers the overtime to be mutually justified. Normal engineering inspection hours are 7:00 a.m. to 5:00 p.m. Monday through Friday.

Recognized Holidays shall be as follows:

1. New Year's Day
2. Martin Luther King Day
3. Strawberry Festival Parade Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve's Day
11. Christmas Day

8. References

Any reference in this document to any specification, publication, or test method shall be construed as meaning the latest edition, revision, change, or modification of same.

ATTACHMENTS:

Attachment A - Typical Biosolids Analysis Summary

Attachment B - Plant City WRF Permit #FL0026557-016, Section II Biosolids Management Requirements

Draft Contract Document

ATTACHMENT A

TYPICAL BIOSOLIDS ANALYSIS SUMMARY JANUARY 2012 – DECEMBER 2015

Analyte	Units	Maximum	Minimum	Average	# of samples	Limits	AA Limits
<i>Total Nitrogen</i>	% Dry Weight	7.8	3.5	6.2	20		
<i>Total Phosphorous</i>	% Dry Weight	3.6	1.9	2.5	20		
<i>Total Potassium</i>	% Dry Weight	0.87	0.29	0.57	20		
<i>Total Arsenic</i>	Mg/Kg	13.0	1.1	2.6	24	75	41
<i>Cadmium</i>	Mg/Kg	2.8	0.38	1.5	24	85	39
<i>Copper</i>	Mg/Kg	570	220	330	24	4300	1500
<i>Lead</i>	Mg/Kg	64.0	1.1	13.6	24	840	300
<i>Mercury</i>	Mg/Kg	2.1	0.27	0.57	24	57	17
<i>Molybdenum</i>	Mg/Kg	28.2	7.9	12.68	23	75	
<i>Nickel</i>	Mg/Kg	27.0	12.2	16.83	24	420	420
<i>Selenium</i>	Mg/Kg	41.0	5.6	19.31	24	100	100
<i>Zinc</i>	Mg/Kg	830	300	407.5	24	7500	2800
<i>pH</i>	S.U	7.6	5.7	6.79	20		
<i>Total Solids</i>	%	19.3	12.03	14.26	143		
<i>Fecal Coliform</i>	MPN/Gm	1,230,000	7.0	184,700	141	<2,000,000	

AVERAGE BIOSOLIDS PRODUCTION SUMMARY 2010 – 2015

Year	Dry Tons/Year	% Solids	Wet Tons/Year
2010	1,323	14.6	9,066
2011	1,322	13.8	9,553
2012	1,284	15.0	8,561
2013	888	13.3	6,642
2014	891	13.9	6,387
2015	1,205	14.8	8,150



Florida Department of Environmental Protection

Southwest District Office
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
City of Plant City

RESPONSIBLE OFFICIAL:
Frank I. Coughenour, P.E.
Utilities Director
1802 Spooner Drive
Plant City, Florida 33563
(813) 757-9288
fcoughenour@plantcitygov.com

PERMIT NUMBER: FL0026557 (Major)
FILE NUMBER: FL0026557-016-DWIP/NR
EFFECTIVE DATE: January 15, 2016
EXPIRATION DATE: January 14, 2021

FACILITY:

City of Plant City WRF
1500 W. Victoria Street
Plant City, FL 33563-3065
Hillsborough County
Water Body Identification (WBID) No. 1518
Latitude: 28° 01' 18" N Longitude: 82° 08' 16" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.) and constitutes authorization to discharge to waters of the state under the National Pollutant Discharge Elimination System. This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. This permit is accompanied by an Administrative Order, pursuant to paragraphs 403.088(2)(e) and (f), Florida Statutes. Compliance with Administrative Order, AO-002SWD15, is a specific requirement of this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

An existing 10.0 mgd annual average daily flow (AADF) Type I activated sludge domestic wastewater treatment plant consisting of: a headworks structure including a mechanically cleaned fine bar screen, a backup manual bar screen, a Pista grit removal system, a Parshall flume flow measurement system, and an associated odor control system; a master pumping station with six pumps; an anoxic tank subdivided into three parallel trains with a total volume of 376,000 gallons, three oxidation ditches with a combined volume of approximately 12.5 million gallons (with an ultimate treatment capacity of 12.0 mgd); one splitter box for flow distribution from the oxidation ditches to the final clarifiers; three final clarifiers providing a combined volume of approximately 5.25 million gallons and a combined surface area of approximately 39,825 ft²; one reject storage system including three concrete basins of 2.5 million gallons and one 15-acre pond with a total capacity of 29 million gallons, for a combined working capacity of 12.5 million gallons; one pond transfer pumping station on standby; thirteen Parkson continuous backwash upflow filter cells with a combined surface area of 3,250 ft²; one four-channel chlorine contact chamber with a total volume of 332,000 gallons; three reclaimed water ground storage tanks with a combined capacity of 12.0 million gallons; and one high service pumping station. All disinfection is accomplished using liquid chlorination. The permitted capacity of the water reclamation facility will remain at 8.0 mgd until such time as the City establishes the actual reuse capacity of the master reuse service area to assimilate the reclaimed water throughout the area.

PERMITTEE: City of Plant City
 FACILITY: City of Plant City WRF

PERMIT NUMBER: FL0026557-016-DWIP/NR

13. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southwest District Office at the address specified below:

Florida Department of Environmental Protection
 Southwest District Office
 13051 N Telecom Pkwy
 Temple Terrace, Florida 33637-0926

Phone Number - (813) 470-5700
 FAX Number - (813) 470-5996
 Email - swd_dw@dep.state.fl.us

[62-620.305]

14. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

1. Biosolids generated by this facility may be land applied and transferred to a Biosolids Treatment Facility or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]
2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Condition I.C.8.

Parameter	Units	Max/ Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-01
Biosolids Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-02
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-03

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-01	Calculated from total solids
RMP-02	Calculated from total solids
RMP-03	Calculated from total solids

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]

PERMITTEE: City of Plant City
 FACILITY: City of Plant City WRF

PERMIT NUMBER: FL0026557-016-DW1P/NR

6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]
8. The permittee is authorized to produce Class B biosolids.
9. The permittee shall achieve Class B pathogen reduction by meeting the pathogen reduction requirements in section 503.32(b)(2) (Monitoring of Indicator Organisms) of Title 40 CFR Part 503. [62-640.600(1)(b)]
10. The permittee shall achieve vector attraction reduction for Class A or B biosolids by meeting the vector attraction reduction requirements in section 503.33(b)(10) (Incorporate biosolids into the soil within 6 hours after application) of Title 40 CFR Part 503. [62-640.600(2)(a)]
11. Fecal Coliforms shall be routinely monitored to demonstrate compliance with pathogen reduction requirements specified in Rule 62-640.600, F.A.C. [62-640.650(3)(a)2]
12. Land Applied biosolids shall be incorporated into the soil within six (6) hours to demonstrate compliance with vector attraction reduction requirements specified in Rule 62-640.600, F.A.C. [62-640.650(3)(a)2]
13. Treatment of liquid biosolids or septage for the purpose of meeting the pathogen reduction or vector attraction reduction requirements set forth in Rule 62-640.600, F.A.C., shall not be conducted in the tank of a hauling vehicle. Treatment of biosolids or septage for the purpose of meeting pathogen reduction or vector attraction reduction requirements shall take place at the permitted facility. [62-640.400(7)]
14. Class B biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition I.C.8. Biosolids shall not be land applied if a single sample result for any parameter exceeds the following:

Parameter	Units	Max/ Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Coliform, Fecal	MPN/g	Max	2 million	Geometric Mean	Bi-monthly; every 2 months	Grab	RMP-B
Phosphorus, Sludge, Tot, Dry Wt (as P)	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B

PERMITTEE: City of Plant City
 FACILITY: City of Plant City WRF

PERMIT NUMBER: FL0026557-016-DWIP/NR

Parameter	Units	Max/ Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B
pH	s.u.	Max	Report	Single Sample	Bi-monthly; every 2 months	Grab	RMP-B
Solids, Total, Sludge, Percent	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-B

[62-640.650(3)(a)(3) and 62-640.700(5)(a)]

15. Sampling and analysis shall be conducted in accordance with 40 CFR Part 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, August 1989. In cases where conflicts exist between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR Part 503.8 will apply. [62-640.650(3)(a)1]
16. All samples shall be representative and shall be taken after final treatment of the biosolids but before land application or distribution and marketing. [62-640.650(3)(a)5]
17. Biosolids samples shall be taken at the monitoring site locations listed in Permit Condition II.14 and as described below:

Monitoring Site Number	Description of Monitoring Site
RMP-B	Effluent end of BFP prior to placement in the disposal trailer.

18. Land application of biosolids at the site shall be in accordance with the site permit, the Nutrient Management Plan, and the requirements of Chapter 62-640, F.A.C., as amended on August 29, 2010. [62-640]
19. The biosolids from this facility shall only be land applied at sites identified on the Treatment Facility Biosolids Plan, Form 62-640.210(2)(a), submitted with the permit application or revised in accordance with condition II.20 below, which is incorporated as part of this permit. [62-640.300(2)]
20. The permittee shall notify the Department at least 24 hours before beginning biosolids application at a site not listed in the Treatment Facility Biosolids Plan Form 62-640.210(2)(a). The facility's Treatment Facility Biosolids Plan shall be revised to include the new site and submitted to the Department within 30 days of using the site. The revised Treatment Facility Biosolids Plan shall become part of the treatment facility permit. [62-640.300(2)(c) & 62-640.650(6)(a)]

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21. Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the Nutrient Management Plan(s) approved for the site where the other solids will be applied. *[62-640.860]*
22. The permittee shall maintain hauling records to track the transport of biosolids between the treatment facility and the application site. The hauling records for each party shall contain the following information:

Treatment Facility Permittee

1. Date and time shipped and shipment ID
2. Amount of biosolids shipped
3. Concentration of parameters & date of analysis
4. Name and ID number of permitted application site
5. Class of biosolids shipped
6. Signature of certified operator or designee
7. Signature of hauler and name of hauling firm

Site Permittee

1. Date and time received and shipment ID
2. Name and ID number of treatment facility from which biosolids are received
3. Signature of hauler
4. Signature of site manager

A copy of the treatment facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids site manager. The permittee shall report to the Department within 24 hours of discovery of any discrepancy in the delivery of biosolids leaving the treatment facility and arriving at the permitted application site. Treatment facility permittees shall notify the Department, site manager, and site permittee within 24 hours of discovery of sending biosolids that did not meet the requirements of Rule 62-640.600, F.A.C., or subsection 62-640.700(5), F.A.C., to a land application site. *[62-640.650(4) & (5)]*

23. The permittee shall maintain copies of the Biosolids Application Site Annual Summaries, received from site permittees in accordance with 62-640.650(5)(e), F.A.C., indefinitely. *[62-640.650(4)(d)]*
24. The permittee shall submit a Treatment Facility Biosolids Annual Summary to the Department's Southwest District Office on Department Form 62-640.210(2)(b). The summary shall include all biosolids shipped during the period January 1 through December 31 and shall be submitted to the Department by February 19 of the year following the year of application. *[62-640.650(5)(c)]*
25. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. *[62-640.100(6)(b) & (c)]*
26. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. *[62-640.880(1)(b)]*
27. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility

1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

PERMITTEE: City of Plant City
 FACILITY: City of Plant City WRF

PERMIT NUMBER: FL0026557-016-DW1P/NR

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

28. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

1. The permittee shall give at least 72-hours notice to the Department's Southwest District Office, prior to the installation of any monitoring wells. [62-520.600(6)(h)]
2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. [62-520.600(6)(g)]
3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Southwest District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. [62-520.600(6)(j) and 62-520.900(3)]
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. [62-532.500(5)]
5. For the Part III Public Access system, all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for Land Application Site R-001 shall extend horizontally 100 feet from the application site(s) or to the property boundaries, whichever is less, to the facility's property line and vertically to the base of the surficial aquifer. [62-520.200(27)] [62-520.465]
6. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. [62-520.400 and 62-520.420(4)]
7. If the concentration for any constituent listed in Permit Condition III.10. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. [62-520.420(2)]
8. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.9., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. [62-520.600] [62-610.463]
9. The following monitoring wells shall be sampled for Reuse System R-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude			Longitude			Aquifer Monitored	New or Existing
		°	'	"	°	'	"		
MWB-01R	MWB-1R	28	1	23	82	8	31	Surficial	Existing
MWB-02	MW-2 Sansone Park	28	1	36	82	5	53	Surficial	Existing
MWC-01R	MWC-1	28	1	36	82	8	19	Surficial	Existing
MWC-02R	MWC-2	28	1	38	82	8	23	Surficial	Existing
MWC-03R	MWC-3	28	1	31	82	8	28	Surficial	Existing
MWC-04	MW-3 Sansone Park	28	1	54	82	6	6	Surficial	Existing
MWC-05	MW-4 Sansone Park	28	1	57	82	6	1	Surficial	Existing
MWC-06	Walden Lake Golf Course North Pond	28	1	18	82	8	19	Surficial	Existing

**AGREEMENT FOR TECHNICAL SERVICES
FOR THE REMOVAL, TRANSPORT AND DISPOSAL OF BIOSOLIDS**

THIS AGREEMENT is entered into this _____ day of _____, 2016, by and between the City of Plant City (“City”) and _____ (“Company”), whose address is _____.

WHEREAS, City desires to retain Company to provide technical services for the removal, transport, and disposal of biosolids for the Plant City Wastewater Reclamation Facility, as described herein; and

WHEREAS, Company represents that Company is qualified, willing and able to provide the described services according to the terms of this Agreement; it is therefore agreed that:

1. **SCOPE OF AGREEMENT.** The parties agree that the purpose of this Agreement is for Company to provide technical services for the removal, transport, and disposal of biosolids to City described in the Invitation to Bid No. 16-96239-01 **on an as needed basis** for the rates described in their submitted Bid Form, attached hereto as Exhibit A. Quantities herein are estimated. There are no minimum or maximum quantities under this contract. All quantities are at the sole discretion of the City. The terms of the Invitation to Bid and Company’s Bid Form are incorporated herein by this reference. Notwithstanding, no deviations in Company’s Bid form from the Invitation to Bid or other Contract documents prepared by City shall be incorporated herein unless expressly provided in this Contract. Any conflict with Company’s Bid Form and the Invitation to Bid and other contract documents prepared by City shall be construed in favor of the contract documents prepared by City.

2. **COMMENCEMENT AND TERM.** Work performed by Company will commence on June 1, 2016 and shall continue through May 31, 2017, unless extended by the City Manager or terminated as provided in paragraph 8 herein. Contract extensions may be approved by the City Manager under the terms and conditions provided under this agreement for four additional one-year periods.

3. **QUARTERLY FUEL ADJUSTMENT CHARGES.** During the term of this award, the City will review the cost of Diesel Fuel every three months after the award is made to review price changes during the period. In this review, the City will use costs listed by the Energy Information Administration specifically for the Gulf Coast region. This cost information can be found at the following website: <http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>. This index is published on the first business day of every month.

A price escalation will be allowed three months after the beginning of the award period and at similar intervals thereafter, provided the Awardee notifies the City of Plant City, in writing, of the pending price escalation by the 5th business day of the month in which a quarterly change may occur. Failure to comply with these instructions shall be grounds for disallowance of a price escalation as allowed herein.

If, at the same point of time, the index shows that the prices have decreased, the City shall notify the Awardee of its intent to adjust the Awardee's price of performing the services downward accordingly. In the event that the Awardee does not conform to this adjustment, the City reserves the right to place the Awardee in default, cancel the award, and remove the Awardee from the City of Plant City Bidders List for a period of time deemed suitable by the City. In the event of this occurrence, the City of Plant City further reserves the right to utilize any and/or all options as stated herein.

If the award of services is made in the first 15 days of a month, the City will allow the three-month period to begin on the first business day of that month. If the award of services is made after the 15th day of the month, the three-month period will begin on the first business day of the following month. All price escalations/de-escalations will be in effect for the following three-month period.

For the calculation to determine the price escalation/de-escalation, the City will assume 40% of the Awardee's unit cost of providing services as being related to fuel costs. The percentage change in Diesel Fuel Cost will be applied to that portion of the unit cost only. The adjustment will be made based on the following formula:

Fuel Adjustment = ((CFP-BFP)/BFP) x Fuel Cost Percentage of Service x (\$ per wet ton Hauling Cost)

CFP = Current Diesel Fuel Price on the first business day of the current month

BFP = Basis Diesel Fuel Price on the first business day of the month from the date of bid award

1) Example of Rising Fuel Cost: CFP = \$3.00 per gallon on April 1st

BFP = \$2.50 per gallon on January 1st

Fuel Cost Percentage = 40%

\$/Wet Ton Hauling Cost = \$10.00

Fuel Adjustment = $((\$3.00 - \$2.50) / \$2.50) \times 0.4 \times \$10.00 = \$0.80$ per Wet Ton adjustment to hauling rate

2) Example of Falling Fuel Cost: CFP = \$2.00 per gallon on April 1st

BFP = \$2.50 per gallon on January 1st

Fuel Cost Percentage = 40%

\$/Wet Ton Hauling Cost = \$10.00

Fuel Adjustment = $((\$2.00 - \$2.50) / \$2.50) \times 0.4 \times \$10.00 = - \$0.80$ per Wet Ton adjustment to hauling rate

4. PAYMENTS TO COMPANY. All payments shall be made within thirty (30) days after receipt of invoice(s) that shall conform to City's accounting submittal requirements. Upon certification by the City Manager that all work has been performed in accordance with the terms of this Agreement, the City Manager will authorize payment of such invoice(s).

5. SUPERVISION. Company shall provide supervision during all service hours. If any work is unsatisfactory, Company will be contacted and any discrepancies corrected at no additional cost to City. Continued unsatisfactory work may result in termination of this agreement. Company shall provide the emergency telephone numbers of supervisory personnel assigned to the contract.

6. SECURITY. Some locations will have designated City staff available to provide entry to and exit from facilities. Other locations may require Company to gain entry using established alarm procedures or by using keys/striker cards. Company's employees must be properly identified and will not be permitted to enter or leave buildings at will once reporting to duty. Under no circumstances shall Company, or its agents or employees, provide access to any unauthorized person in City's facilities.

7. WAIVER AND MODIFICATION CLAUSE. Any waiver, modification or cancellation of any term or condition of this Agreement (including but not limited to changes in the services to be performed by Company pursuant to the Request for Proposal and Company's Proposal Form and increases or decreases in Company's compensation) must be agreed to in writing and signed by both parties in order to be effective.

8. TERMINATION.

A. If City materially breaches this Agreement, Company may terminate the Agreement and shall thereafter be entitled only to compensation for services actually performed hereunder prior to such breach. Company expressly waives any and all other claims and remedies against City, including incidental and consequential damages. Company shall give written notice to City of any alleged breach and City shall have ten (10) days from the date of such notice in which to cure the breach before Company may proceed under this paragraph.

B. If Company materially breaches this Agreement, City may terminate the Agreement and shall thereafter have available to it all rights and remedies in law and equity, the exercise of which shall be cumulative rather than exclusive. City shall give written notice to Company of any alleged breach and Company shall have ten (10) days from the date of such notice in which to cure the breach before City may proceed under this paragraph.

C. Notwithstanding any provision herein to the contrary, City may terminate this agreement with 30 days notice without regard to cause, provided that in

such event, City shall pay compensation for services actually performed hereunder prior to such termination.

9. CONSTRUCTION. This agreement shall be governed by the laws, rules and regulations of the State of Florida.

10. INSURANCE. Company shall furnish proof of Workers' Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. Coverage to remain in force at all times during the contract period. The following minimum insurance coverage is required:

(a) Workers' Compensation: Statutory amount.

(b) Employer's Liability: \$500,000

(c) Commercial General Liability (Combined bodily injury/property damage):
\$1,000,000

(d) Comprehensive Automobile Liability (Owned, leased and hired vehicles)
Combined Bodily Injury/Property Damage: \$500,000

City reserves the right to require Company to furnish satisfactory evidence of the above protection before work is started or at any time thereafter.

11. PUBLIC RECORDS. Company shall comply with the applicable requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service under the contract; (b) provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) 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 (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in possession of Company 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 City in a format that is compatible with the information technology system of City.

12. INDEMNIFICATION. Company shall be liable for, and shall indemnify, defend and hold City harmless from all claims, suits, judgments or damages, including court costs and reasonable attorneys' fees, arising out of Company's errors, omissions or negligent acts of Company, its agents and employees, in performance of this Agreement.

13. LAWS, ORDINANCES. Company shall observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations that would apply to this contract.

14. PERMITS, FEES, TAXES, LICENSES. Company shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules and regulations applicable under this contract. This provision also includes City issued permits.

15. OSHA REQUIREMENTS. Company agrees to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued there under and warrants that all services furnished under this agreement will conform to and comply with said standards and regulations. Company agrees to furnish Safety Data Sheets (form OSHA-20) as applicable for hazardous or potentially hazardous products

16. STATEMENT OF ASSURANCE. During the performance of this Agreement, Company assures City that Company is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977; that Company does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against Company's employees or applicants for employment. This Agreement is expressly conditioned upon the veracity of this Statement of Assurance and Company's compliance with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders and regulations prohibiting such discrimination are also included by this reference. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

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

By execution of this agreement, Company assures City that none of its officers, directors, executives, partners, shareholders, employees, members, or any of its agents who are active in management have been convicted of a public entity crime. In the event that any of its officers, directors, executives, partners, shareholders, employees, members,

or any agents who are active in management are convicted of a public entity crime, the Consultant shall immediately notify City.

18. NON-WAIVER. No failure by City to insist upon the strict performance of any term or condition of this Agreement or to exercise any right or remedy available upon a breach hereof, shall constitute a waiver of any such breach or of any such term or condition. No waiver of any breach shall affect or alter any term or condition in this Agreement, and each such term or condition shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. RELATIONSHIP OF THE PARTIES. Nothing contained in this contract shall be deemed or construed to create the relationship between the parties of principal and agent, or of partnership or joint venture, or of employer and employee; it being expressly agreed that the relationship of Company to City is that of an independent contractor.

20. VENUE. Venue for any action to enforce this Agreement shall be Hillsborough County, Florida.

21. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class certified mail, postage prepaid, to the respective parties at the respective addresses:

City:

Michael Herr
City Manager
City of Plant City
302 West Reynolds Street
Plant City, FL 33563

With a copy to:
Kenneth W. Buchman, Esquire
City Attorney
City of Plant City
302 West Reynolds Street
Plant City, Florida 33563

Company:

Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

22. SUCCESSORS AND ASSIGNMENTS. The covenants contained in this Agreement are binding on the parties and their respective successors, legal representatives and assignees, if any; provided however, that this agreement may not be assigned by Company to any third party without the prior written consent of City.

23. SEVERABILITY. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

24. ENTIRE AGREEMENT. This contract contains the entire agreement of the parties.

25. CAPTIONS. All titles to clauses contained in this order are for identification only and shall not be construed as being a substantive part of the agreement.

IN WITNESS WHEREOF, parties have caused this instrument, consisting of this Agreement to be executed by themselves or their duly authorized officers or agents and their seals to be affixed hereunto the day and year first written above.

City:

By: _____
Michael Herr
City Manager

ATTEST:

Kerri J. Miller
City Clerk

Approved as form and correctness:

Kenneth W. Buchman
City Attorney

Witnesses:

Print name: _____

Print name: _____

Company:

By:

Print Name: _____

Print Title: _____

EXHIBIT A
Company's Executed Bid Form