

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

**SEALED BID ● DO NOT OPEN**

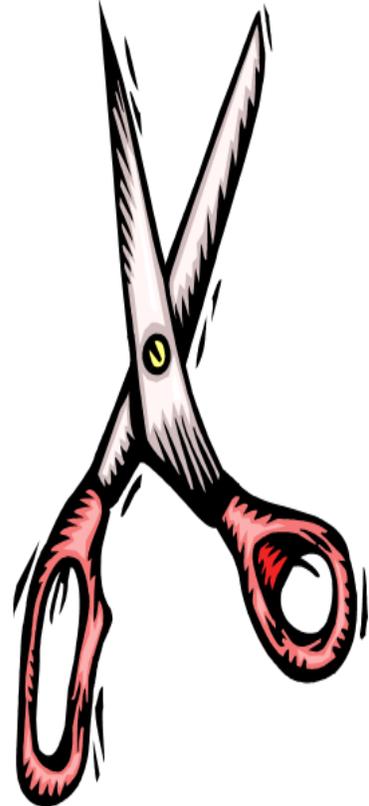
SEALED BID NO. : \_\_\_\_\_

BID TITLE: \_\_\_\_\_

DUE DATE/TIME: prior to 2:00 p.m.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

DELIVER TO:           PROCUREMENT DEPARTMENT  
                              302 W. Reynolds Street, 3rd Floor  
                              Plant City, FL 33563





**PLANT CITY, FLORIDA**

**INVITATION FOR BIDS**

**Manhole Replacement and Line Extension at Grant and Hunter Street  
IFB 16-025UM-DB**

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

**CITY OF PLANT CITY  
PLANT CITY, FLORIDA  
Manhole Replacement and Line Extension at Grant and Hunter Street  
IFB 16-025UM-DB**

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**CITY OF PLANT CITY, FLORIDA**  
**Invitation for Bids**  
**Manhole Replacement and Line Extension at Grant and Hunter Street**  
**IFB 16-025UM-DB**

**Project Summary**

The City of Plant City, Florida, a political subdivision of the State of Florida (City), seeks bids to furnish all labor, materials, and equipment necessary for Manhole Replacement and Line Extension at the intersection of Grant and Hunter Street, Plant City, Florida, as specified in the attached documents. **It is highly recommended that bidders visit the site prior to bidding.** This Invitation for Bids and related documents are open for public inspection online at [BidSync.com](http://BidSync.com) [DemandStar.com](http://DemandStar.com) and [www.plantcitygov.com](http://www.plantcitygov.com).

**Submittal Location & Deadline and Bid Opening**

Sealed bids must be delivered to 302 W. Reynolds Street, 3<sup>rd</sup> Floor, Plant City, Florida 33563. The submittal deadline is not later than **2:00 PM on August 18, 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 Interim 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 **August 9, 2016, at 3:00 PM**. All answers will be issued in writing via addendum. Questions shall be submitted in writing to Mr. Storey at [wstorey@plantcitygov.com](mailto:wstorey@plantcitygov.com).

**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, 3<sup>rd</sup>. Floor, Plant City, Florida 33563 by **2:00 PM on August 18, 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 **"IFB 16-025UM-DB Manhole Replacement and Line Extension at Grant and Hunter Street"**.
3. Bidder shall write its name on the outside of the envelope.
4. Valid Term. Bids shall be valid for no less than 60 days from the submittal deadline.
5. 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.
6. 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.
7. **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. **A copy of bidder's General Contractor's License or Underground Utilities' License**
  - d. **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.**
  - e. **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 price as indicated on the Bid Response Form.**

- f. Bidder references using forms under Bidder's Qualification and References**
  - g. Completed form "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES."**
  - h. Completed "Non Collusion Affidavit of Prime Bidder"**
8. 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".
9. 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)
10. Completeness. The City may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.
11. 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.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.

17. 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.

18. 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.

19. Protest Procedures. Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the Procurement Manager's recommendation and intent to make a competitive award of a contract may protest to the City Manager in accordance with Sec. 2-152. Protest Procedure, of the City's Code.

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

21. 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.

22. 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.

23. Notice to Proceed. Following Contract signing by the City, the Interim

Procurement Manager will issue a formal "Notice to Proceed" in writing to the Contractor. The Contractor's bid bond will subsequently be returned along with a formal Notice to Proceed from the City's Project Manager.

If the Contractor begins work before receiving the Notice to Proceed, then the City may stop work on the project, may require the work to be redone at the Contractor's expense and without additional compensation from the City, or both. The City also may revoke the project award and select another bidder to perform the work.

24. 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 Interim Procurement Manager will issue the revocation in writing.
25. Bid Interpretations. The City has the right to define and interpret bid terms, specifications, and conditions.
26. 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.

27. 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.

28. 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.
29. 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 Bidders bid has been submitted shall not be considered.**
30. 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.
31. 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 in Section 8 - Exhibits.
  - 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".
32. 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.

33. 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.
34. Indemnification. Section 1-16, Plant City Code, prohibits the City from indemnifying other parties to an agreement. Therefore, the City cannot indemnify bidders.
35. 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.
36. 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.
37. 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.

38. 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.
39. 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,  
2<sup>nd</sup> 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  
vmlchoir@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

**Tampa-Hillsborough County  
Expressway Authority**

1104 East Twiggs St. Suite #300  
Tampa, Florida 33602  
813-272-6740 – Telephone  
813-276-2492 – Fax  
Nancy@tampa-xway.com

**Hillsborough Area Regional  
Transit Authority**

4305 E. 21<sup>st</sup> Street  
Tampa, FL 33605  
813-623-5835 – Telephone  
813-664-1119 – Fax

**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

**Hillsborough County School  
Board**

P. O. Box 3408  
Tampa, FL 33601-3408  
Phone: (813) 272-4329  
FAX: (813) 272-4007

**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

**State Attorney's Office**

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

**Tampa Port Authority**

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

**Supervisor of Elections**

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

**City of Tampa Housing Auth.**

1614 Union Street  
Tampa, FL 33607  
813-253-0551 – Telephone  
813-4522 – Fax  
irenew@thafll.com

**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

**University of South Florida**

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

**Housing Authority  
of Plant City**

1306 Larrick Ln.  
Plant City, FL 33563  
813-752-0569

**Property Appraiser**

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

**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 Construction Contract between Owner and Contractor, 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, complete and ready to use; as required by and in strict accordance with the contract documents, specifications, drawings and all addenda, if any issued prior to the date of this proposal at the prices listed herein as follows:

**Note: The unused portion of the Allowances (Items # 7 & 8) will remain unpaid and will be liquidated at final payment.**

**SCHEDULE OF VALUES**

ITEM #	GENERAL DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED COST
1	Mobilization, Demobilization, Insurance, and Bonds	LS	1		
2	Maintenance of Traffic	LS	1		
3	Bypass Pumping	LS	1		
4	Dewatering	LS	1		
5	Surveying (manholes, inverts, asbuilts)	LS	1		
6	Soil Borings and report	Each	2		
7	Unsuitable Soils disposal and Replacement	Allowance	1	N/A	\$5,000.00
8	Soil Mitigation	Allowance	1	N/A	\$5,000.00
9	Remove and Replace 6' Manhole	EA	1		
10	Remove and Replace existing 24" VCP	LF	32		
11	Remove and Replace existing 8" VCP	LF	32		
12	Furnish and Install new 4" Manhole	EA	1		
13	Furnish and Install 8" PVC pipe connecting to new SS manhole existing Manhole	LF	75		
14	Repair the existing Roadway (including pavement markings)	LS	1		
15	Cleanup and Restoration	LS	1		
<b>Total Bid</b>					\$

TOTAL COST: \_\_\_\_\_  
(In Words)

Authorized Representative: \_\_\_\_\_ / \_\_\_\_\_  
Signature Printed Name

Date Available for Mobilization: \_\_\_\_\_

Estimated time to complete (days): \_\_\_\_\_

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

<u>EMERGENCY CONTACT</u>	
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 identify experience as the general Contractor of record in the construction or modification of 3 similar projects completed during the previous 10 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.

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

## **BID BOND**

1. KNOW ALL PERSONS that we, \_\_\_\_\_ as **Principal, and \_\_\_\_\_ as Surety, are held and** firmly 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 \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**  
**(SUBMITTAL PAGE)**

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

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

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

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

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

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

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

\_\_\_\_\_  
(Title)

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 SPECIFICATIONS**

The City of Plant City seeks to contract for 1. The removal and replacement of one (1) 6' Manhole and approximately 32 linear feet of possibly displaced 24" Vitrified Clay Pipe (VCP), and approximately 32 linear feet of 8" main at the intersection of Grant and Hunter Streets. The sewer main to be replaced is approximately 10 feet deep and 2. The installation of a new 4' manhole and approximately 75 linear feet of new 8" sewer main at the same location. **It Is Highly Recommended That Bidders Visit The Site Prior To Bidding.**

The contractor must be a General Contractor or Underground Utility Contractor, licensed and insured to work in the in the State of Florida, The Work is to be completed in accordance with all State, County, and City regulations and standards. The contractor must provide proof of insurance.

As a part of this project it is required to locate and determine the elevations of the inverts in upstream and downstream manholes located on Grant and Hunter Streets respectively. Also required on this project are two (2) soil borings and a mitigation report, if required, for the removal and replacement of any unsuitable soils and/or stabilization required as a result of the soil boring findings. Services requested include, but are not limited to furnishing all labor, materials, and equipment to:

- A. Provide a preconstruction video to be submitted to the City prior to the start of work;
- B. Design and implement Maintenance of Traffic;
  - a. Apply for Road Closure Permit through the Engineering Department (MOT plan required when applying),
  - b. MOT plan is to include message boards that are to be set up at least one week prior to construction.
- C. Field verify manhole and 24" and 8" sewer mains;
- D. Survey Manholes and determine elevations of the inverts of all the pipes of the upstream and downstream manholes, also provide an "as-built" survey at the completion of the project;
- E. Complete two (2) Soil Borings including geotechnical report of findings and mitigation recommendations if warranted;
- F. Perform all dewatering, bypass pumping, excavation, backfill, compaction, testing, and restoration as required;
  - a. Bypass pumping;
    - i. By-pass pumps (2) a minimum of 500 gallons per minute each.
    - ii. By-pass pumping shall be operated and maintained for the duration of the construction.
    - iii. By-pass pumping shall be capable of automatic operation or the Contractor is to provide continuous monitoring of the by-pass pump operation for the duration of the construction.
  - b. Dewatering;
    - i. The trench shall be kept dry during laying of pipe.
    - ii. No flooding of the roadway or private property will be allowed.
  - c. All pumps shall comply with Hillsborough County Noise Ordinances and have residential mufflers.
- G. Remove and Replace existing 6' manhole and approximately 32LF of 24" and 8" sewer mains each;
  - a. Replace using standard practices if geotechnical report does not outline something additional,
  - b. Removal of 2" of soil below the existing pipe bed, replace soils removed

- from below pipe bed with 57 stone,
- H. Install new 4' Manhole in accordance with the plans to be provided by the City prior to construction;
  - I. Install approximately 75 LF of new 8" Polyvinyl Chloride (PVC) SDR 26 pipe (green);
  - J. Restoration of roadway;
    - a. The base and subbase is to be 16" of crushed concrete base in lieu of 8" of crushed concrete base and 12" of stabilized subgrade; to be completed in two (2) 8" lifts.
    - b. The road is to be 2" SP 9.5 fine for surface course, to be completed in two (2) 1" lifts.
    - c. Mill and resurface 1" asphalt 50' beyond the work area in each direction. Road restoration is to include temporary painted followed permanent thermoplastic pavement markings 30 days after asphalt pavement has been installed.
  - K. All disturbed areas are to be restored to like or better conditions prior to construction.

**The absence of specific language does not release the contractor from providing a complete and finish product to the minimum required standards by the governing agencies and best practices for the industry.**

## **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.