



PLANT CITY, FLORIDA

**INVITATION FOR BIDS
Pump Repair Services
IFB 17-008UO-WE**

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

**CITY OF PLANT CITY
PLANT CITY, FLORIDA
Pump Repair Services
IFB 17-008UO-WE**

Table of Contents

Summary Page

Section 1..... Bidder Instructions

Section 2..... Bid Submittals and Forms

- Bid Form
- Bidder Qualifications and References
- Sworn Statement
- Non-Collusion Affidavit

Section 3..... Scope of Work and Specifications

Section 4.....Special Provisions

ATTACHMENTS:

Draft Contract

Pump Stations List

CITY OF PLANT CITY, FLORIDA
Invitation for Bids
Pump Repair Services
IFB 17-008UO-WE

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 Pump Repair Services, as specified in the attached documents. This Invitation for Bids and related documents are open for public inspection online at BidSync.com, DemandStar.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 prior to 2:00 PM on December 8, 2016, after which, the bids will be opened.

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 prior to 3:00 PM on November 28, 2016. All answers will be issued in writing via addendum. Questions shall be submitted in writing to Mr. Storey at 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, 3rd. Floor, Plant City, Florida 33563 prior to **2:00 PM on December 8, 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 17-008UO-WE Pump Repair Services**".
3. Bidder shall write its name on the outside of the envelope. (Bid Label provided herein)
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. **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. **Bidder references using forms under Bidder's Qualification and References**

- e. **Completed form "SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES."**
- f. **Completed "Non Collusion Affidavit of Prime Bidder"**

8. 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)
9. Completeness. The City may reject bids that are incomplete, conditional, deficient in any way, or which contain unsolicited additions/alterations.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. Award. City personnel will evaluate the bids. Determination of the lowest responsive and responsible bid will be made on the basis of the price submitted.

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.

Bids that are not greater than \$50,000.00 may be awarded by the City Manager. The City Commission makes the final decision regarding award or rejection of bids that are greater than \$50,000.00.

17. 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. 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.
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. Upon review of the bids and when a determination has been made as to the lowest responsive and responsible bid, the Procurement Manager will issue a Notice of Intent to Award to the selected bidder. This notice shall be posted to the City's website and sent to the recommended bidder with copies to all bidders.
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 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.

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 Interim 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 Bidders bid has been submitted shall not be considered.**

29. 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".

30. 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.

31. 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.

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

36. 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.

37. 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
813-276-2492 – Fax
Nancy@tampa-xway.com

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
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

Hillsborough County School Board

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

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@thaf1.com

Property Appraiser

601 E. Kennedy Blvd., 16th Floor
Tampa, FL 33602
Phone: (813) 272-6100
FAX: (813) 272-5519
www.hcpaf1.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

Bid Form

The prices included on the bid sheet are from the current published Vaughen's Motor and Pump Repair Price Guide (2016). For each table enter the discount percentage your company will be offering under “Percentage Discount (%)” also enter the adjusted price based on the discount under “Adjusted Price”

The basis of award will be based upon the highest **overall** percentage discount for Vaughen's Net Price Sheets, and Labor Rates. Prices are located in the 2016 published Vaughen's Motor and Pump Repair Price Guide, based on the appropriate horsepower and speed of the motor.

Enter below the discounts offered from the Vaughen's Price Guide. The total adjusted price on the tables below will be used for bid evaluation only and does not reflect the actual or anticipated repairs that will be needed by the City. However, the discounts submitted by the successful vendor will be those used for subsequent repair orders.

3-Phase AC Motor Repair Costs				
Based on TEFC Stator Rewind + Bearings T Frame				
Item #	Motor Size (1800 RPM)	Percentage Discount (%)	Vaughen's 2016 Edition Price	Adjusted Price
1	1 HP		\$588.00	
2	2 HP		\$588.00	
3	3 HP		\$604.00	
4	5 HP		\$604.00	
5	7.5 HP		\$658.00	
6	10 HP		\$750.00	
7	15 HP		\$917.00	
8	20 HP		\$1,027.00	
9	25 HP		\$1,212.00	
10	30 HP		\$1,361.00	
11	40 HP		\$1,667.00	
12	50 HP		\$1,932.00	
13	60 HP		\$2,257.00	
14	75 HP		\$2,572.00	
15	100 HP		\$3,191.00	
16	125 HP		\$3,829.00	
17	150 HP		\$4,333.00	
18	200 HP		\$5,413.00	

Single Phase Motor Repair Pricing				
Repair Cost Based on TEFC Stator Rewind + Bearings 1725 RPM				
Item #	Motor Size (1800 RPM)	Percentage Discount (%)	Vaughen's 2016 Edition Price	Adjusted Price
1	1 HP		\$575.00	
2	2 HP		\$603.00	
3	3 HP		\$765.00	
4	5 HP		\$915.00	
5	7.5 HP		\$1,049.00	
6	10 HP		\$1,307.00	
7	15 HP		\$1,562.00	
Submersible Pump Repair Pricing				
Repair Cost Based on 1800 RPM				
Item #	Motor Size (1800 RPM)	Percentage Discount (%)	Vaughen's 2016 Edition Price	Adjusted Price
1	1 HP		\$671.00	
2	2 HP		\$671.00	
3	3 HP		\$671.00	
4	5 HP		\$671.00	
5	7.5 HP		\$710.00	
6	10 HP		\$834.00	
7	15 HP		\$1,016.00	
8	20 HP		\$1,165.00	
9	25 HP		\$1,331.00	
10	30 HP		\$1,532.00	
11	40 HP		\$2,036.00	
12	50 HP		\$2,433.00	
13	60 HP		\$2,802.00	
14	75 HP		\$3,265.00	
15	100 HP		\$3,993.00	
16	125 HP		\$4,713.00	
17	150 HP		\$5,465.00	
18	200 HP		\$6,898.00	

Hourly Billing Rates				
Item #	Description	Percentage Discount (%)	Vaughen's 2016 Edition Price	Adjusted Price
1	In-Shop Electrical Repair		\$78.66	
2	In-Shop Mechanical Repair		\$84.42	
3	On-Site Standard Billing		\$96.14	
4	On-Site Predictive Maintenance		\$103.52	
Total Price (Total of all adjusted prices in all tables)(Basis of Award)				\$

Note: Vaughen's does not have a national average for overtime. Overtime rate will be 1.5 times discounted straight time rates provide.

Total Amount of Bid: _____
(In Words)

Authorized Representative: _____ / _____
Signature Printed Name

Email Address: _____

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 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.

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:			

**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]

Pump Repair Services
IFB 17-008UO-WE

[Date]

Section 2 – Bid Response and Forms
Page 18

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: _____

Section 3 - Scope of Services and Specifications

Scope of Services

The scope of work to be provided by the vendor includes, but is not limited to, all labor, equipment, materials, supplies and supervision necessary to perform repair and maintenance services for pump and motor repairs that may be need at the City's wells and pumping station facilities throughout the City as directed by City staff. Such services shall include, but not be limited to: removing and reinstalling pumps and any piping; pump and/or motor replacement/repair; video logging; swabbing and wire brushing water well casings; repair of water well casings; water well development and redevelopment and electrical repair; vibration analysis; optical alignment checks; etc. The scope of services for the requested repairs will comply with the Vaughen's Repair Guide unless otherwise specified by the City.

SPECIFICATIONS

The intent of this repair specification is to achieve a consistent, high quality diagnosis, repair and/or overhaul of an electric motor and/or pump/submersible pump and motor, and to return it to Original Equipment Manufacturer (OEM) specification with a minimum of delay and cost. Not all repair situations can be covered in this repair specification. In the absence of specific instructions, the requirement shall be to restore the electric motor or pump and motor to its manufactured condition.

A MACHINE WORK DEFINED

Machine work, as defined herein, shall apply to the drilling and tapping of broken bolts, the repairing of damaged locking rings and stators, the replacing of power cords, power cord assemblies and power cord connectors and repairs to impellers, covers, volutes, mounting rails, bearing journals, pump shafts and anything else not listed.

B MOTOR REPAIR PROCEDURES

1. General: In general, repair of single and three-phase motors (all horse powers) shall include tear down and inspection, diagnose, repair, and reassembly. Work includes bearings replacement and all other items associated with motor rewind, machine shop service and testing. Upon repair, all motors shall be test run at rated voltage and performance shall be documented during test run.
2. Rewind Process: The entire insulation system, material, and methods of application shall be equal to or better than that used by the original equipment manufacturer. The following steps shall be included at a minimum:
 - a. Perform an offline motor circuit analysis test capable of measuring Resistance, Impedance, Inductance, Phase Angle, Current/Frequency, and a 1000 volt megger before and after servicing.
 - b. Disassemble, clean and inspect.
 - Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
 - Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.
 - c. Stripping
 - Windings shall be removed by temperature-controlled burnout with oven temperature suppression. Burn-out temperature shall not exceed 750 degrees Fahrenheit with chart recorder verification of time and temperature.
 - Windings shall be removed in such a fashion as not to damage or distort the core iron. Upon removal of the old windings and insulation,

the core shall be thoroughly cleaned and inspected for burrs, or other imperfection.

NOTE: For all motors 25HP and above, three-core loss tests are required. Specifically they shall occur upon disassembly, post burn out and a final core loss performed prior to the beginning of the rewind process utilizing the exact dimensions determined.

- Core loss testing is the responsibility of the vendor to perform and document as-found prior to winding removal from the core. Core loss tests can be performed using a commercially available core loss tester or using manual calculations and "loop test" excitation techniques. If manual calculations are used, the CITY reserves the right to review and verify the techniques used.
- iv. Hot spot temperatures are to be measured and recorded with a quality infrared camera. Images should be retained and made part of the final report. They should illustrate and denote the hottest core temperature in the subject area and denote the temperature of the background iron (non-hotspot area).

d. Winding

- General: Rewound motors shall meet or exceed all O.E.M. operating characteristics, unless otherwise specified by the CITY representative. Class H insulation shall be used, unless otherwise specified. Magnet wire shall be a dual-coated, insulated wire of domestic manufacture that is hermetic-approved and meets or exceeds NEMA specification MW-35A (Inverter Duty). After winding and prior to resin treatment, windings will be surge-comparison tested and the results documented.
- Resin Treatment: All windings shall be double-dipped with Class H varnish utilizing vacuum pressure impregnation (VPI) and baked.

e. Leads shall be replaced with new leads; shall be a minimum of ten inches; shall be marked with wire numbers and be hydraulically crimped, lugs attached. Bolt size shall be in accordance with the NEC.

f. Check balance - All rotors of motors rated at 25 HP and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand using ISOStd1940-1 and NEMA Std-MG1. A printout tape from the balance/analyzer shall be furnished detailing the final balance values. This tape will be attached to the repair documents when the motor is delivered.

g. Check shaft straightness- Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore in housing shall meet OEM or SKF specifications. Machine repairs are

necessary when bearing tolerances/ journal housing tolerance exceeds OEM/ SKF specifications. Machine work shall be approved by the authorized CITY representative before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by machining or boring and bushing. Documentation of before and after measurements shall be made.

- h. Install new bearings per OEM specifications. All grease fittings, plugs, etc. shall be replaced unless otherwise indicated by the Authorized CITY representative. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and what type of lubricant was used. All removed bearings shall be returned to the CITY upon request.
 - i. Replace all gaskets.
 - j. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint the motor to the O.E.M. color.
 - k. A copy of all tests indicating satisfactory results shall be submitted to the designated CITY representative with the repaired motor.
3. Motor Reconditioning Process: shall include the following steps at a minimum:
- a. Perform an offline motor circuit analysis test capable of measuring Resistance, Impedance, Inductance, Phase Angle, Current/Frequency, and a 1000 volt megger before and after servicing.
 - b. Disassemble, clean and inspect:
 - Completely disassemble motor and steam clean all mechanical parts using a mild detergent compatible with winding insulation; thoroughly rinse; bake dry.
 - Disassembly documentation shall include the cause of failure and/or conditions contributing to failure.
 - Visually inspect coils and windings for excessive wear, signs of conductor overheating or fatigue that possibly would not be apparent during an electrical test.
 - All stators shall be surge-tested with an electronic surge tester specifically designed to apply a surge voltage street test simultaneously between turns of a coil, between phases, from winding to ground and to detect short-circuited turns in the winding under test.
 - c. Insulation- Double dip following VPI 2000 procedures, with Class H varnish.
 - d. Check balance- All rotors of motors rated at 25HP and above shall be dynamically balanced, with the rotor running at rated speed where practical, but no less than 350 RPM in the balance stand.

- e. Check shaft straightness- Measure the bearing bores, shells, housings and shaft journals using a micrometer. Outside diameter of bore in housing shall meet Original Equipment Manufacturer or SKF specifications. Machine repairs are necessary when bearing tolerances/ journal housing tolerance exceeds OEM/ SKF specifications. Machine work shall be approved by the authorized CITY representative before being performed or machine work may not be paid for. Bearing journals, seal surfaces and bearing housing restoration shall be done by machining or boring and bushing. Documentation of before and after measurements shall be made.
 - f. Bearings- If applicable, replace bearings per OEM specifications. Only SKF bearings shall be used for replacement bearings. Bearings shall be properly lubricated and bearing oil reservoirs shall be filled where practical. All equipment shall be tagged with information as to whether or not bearing oil reservoirs were filled and with the type of lubricant used. All removed bearings shall be returned to the CITY upon request.
 - g. Gaskets shall be inspected and replaced if necessary.
 - h. Leads shall be inspected and replaced as necessary. Motor leads shall be permanently tagged with non-magnetic markers. Motor lead configuration shall not be altered. If submersible motor leads require alteration in length or configuration, vendor shall coordinate with the CITY representative to ensure sufficient cable length remains for the installation.
 - i. Reassemble, perform a velocity spectrum vibration test, perform an offline motor circuit analysis test, and paint to the O.E.M.'s color.
 - j. A copy of all tests shall be submitted to the CITY representative with the repaired motor.
4. Pump Reconditioning Process: When the motor and pump are one unit (submersible pump), the following steps shall be included at a minimum:
- a. Disassemble, clean and inspect
 - b. Replace seals and ball bearings per OEM specifications. Vendor shall use only manufacturer-recommended ball bearings or SKF bearings and mechanical seals. All removed bearings shall be returned to the CITY representative upon request.
 - c. Change oil.
 - d. Follow rewind process for motor, as outlined above.
 - e. Impeller and wear ring shall be inspected. Vendor shall ensure that both impeller and wear ring are less than 10% worn in accordance with the original manufacturer's specification including the clearance between the impeller and the wear ring.
 - f. Vendor shall inspect the volute and repair or replace as needed depending on damage found.
 - g. Reassemble and test.
 - h. Do not use any non-metallic coating to hide structural wear of the impeller or volute.

- i. Do not modify factory tolerances(tapper shaft, bearing fits, wear rings, volutes, impeller bores)
- j. Power cord and cord grips must be in accordance with manufactures specifications (SOOW, G-GC)
- k. Repaired pumps must be flow tested and ran to make sure pump is back in designed manufacture specifications or tolerances that meet design curve.
- l. Vendor must provide a signed report.

C. REPLACEMENT MOTORS

The CITY will consider the purchase of replacement electric motors and/or pump and motor under this bid based on the following conditions:

- 1. In the event that the cost for the repair of any electric motor and/or pump and motor exceeds 65% of a new replacement or in the event that the electric motor and/ or pump and motor cannot be repaired, the vendor will notify the CITY representative and will afford the CITY an opportunity to purchase the new replacement electric motor.
- 2. The City shall not be obligated to purchase the replacement electric motor (or pump and motor) from the vendor if more economical pricing is available through other suppliers or established contracts.

D. PERFORMANCE OF WORK

Portions of the work required under this bid may be performed by subcontractors. Should the successful vendor plan to use subcontractors from the beginning to perform the required work, the vendor must provide a list of subcontractors on Attachment A with the bid submittal. Should the successful vendor require subcontractors to perform any work during the course of the work assigned under this bid, after the execution of a contract, the vendor must also provide the list of subcontractors to the Procurement Division for approval prior to work being performed. The vendor shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for those acts any of them may be liable to the same extent as if they were employed by the vendor. All submittals required of the vendor shall also be required from the subcontractor. Any work performed by the successful vendor or sub-contracted out must meet all regulated deadlines. **(Attachment must be submitted for subcontractors)**

The vendor shall be responsible for supplying all material and equipment necessary to complete both pump and motor repair services. Should the vendor need to rent or purchase material to complete installation or maintenance services, the material may be billed at cost plus fifteen (15) percent markup over manufactures suggested retail. The vendor shall be required to submit a copy of the invoice for the material or equipment as proof of purchase with their invoice.

E. APPROVAL OF WORK

Services will be administered via individual Purchase Orders based on the prices submitted in the successful Vendor's bid package and initiated by the request from the City.

The Vendor will coordinate with the Utilities Maintenance Mechanical/Electrical division on protocols and procedures to pick up pumps or motors in need of repair. Vendor shall return pumps to their facility to be evaluated for repair, then provide the City a written estimated proposal for each individual pump based on the current Vaughen's Repair Price Guide, pricing must reflect directly from the price guide for approval for each repair request. The vendor shall provide a proposal based on the Vaughen's current Repair manual within three (3) working days of receiving the pump.

When the Utilities Division is satisfied with the proposal, a requisition will be processed. Upon approval, and issuance of a purchase order the Vendor will be given authorization to proceed. Vendor shall not begin work until a purchase order has been received and the Utilities Division has issued a Notice to Proceed for each work order.

The amount specified on an individual proposal constitutes the total compensation payable to the vendor performing the specified work. All duties, responsibilities and obligations assigned to or undertaken by the vendor shall be at their expense without change in the proposal price. The proposal price may only be changed by written revision to the proposal authorized by the utilities manager. After a purchase order has been issued to the vendor, it may be revised only for increases or decreases in work (or changes in scope) beyond that shown in the original proposal scope as determined by the Superintendent or representative. If, in Superintendent's opinion, increases or decreases in work or changes to scope and/or time are required, the vendor must provide a proposal for the same. The Superintendent or his representative will review the vendor's proposal and, if approved, will request an amendment to the current purchase order.

If the vendor desires to make a claim for a change in the price or time of an authorized repair, then any such claim shall be in writing and delivered to the Superintendent or his representative within five (5) calendar days of the occurrence of the event that is causing the claim. The Superintendent or his representative shall approve all claims for adjustment in the proposal price or time. A change order to the purchase order shall reflect the approved adjustments.

F. THE TURNAROUND TIME ON REPAIRS

The following turnaround times are required on repairs, depending on the availability of parts needed to complete the repairs. Vendor must inform the Utilities Division if there is a delay due to the availability of parts. All repaired pumps must be delivered to Plant City Utilities; no more than three (3) business days after repairs have been completed.

Response Times: For emergencies it is expected that the vendor will respond that same day. For non-emergencies it is expected that the vendor will respond within 3 to 5 business days.

G. PRICING

1. Hourly Rates

- a. Hourly Base rates shall consist of all costs, including but not limited to, overhead, profit, licensing, transportation, fuel and labor necessary to perform the scope of work required for normal workdays (Monday – Friday, 7:00 A.M. – 5:30 P.M.)
- b. Hourly Overtime rates shall consist of all costs, including but not limited to, overhead, profit, licensing, transportation, fuel and labor necessary to perform the scope of work required for after hour's emergency work, which is comprised of nights, weekends, and designated holidays. Designated holidays are defined as New Year's Day, Martin Luther King Jr. Day, Strawberry Festival Day, Labor Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Day and the day before or after. These holidays are in keeping with the scheduled holidays approved by the City of Plant City.
- c. Billing - The vendor shall bill hourly rates which are dependent on the time the work commences. Should service be requested during the normal scheduled business work day, the regular rate shall be used. However, should the work continue beyond the regularly scheduled work day, the firm shall bill the time at the overtime rate for that time beginning at the end of the regular work day.
 - i. For example, should a work request be issued for service to begin at 2:00 P.M. and the work continues until 7:00 P.M., the invoice shall reflect a standard rate for the service from 2:00 P.M. until 5:30 P.M. and an overtime rate for the service from 5:30 P.M. to 7:00 P.M. Should a work request be issued after regularly scheduled work hours, the overtime rate will prevail for the entire work period.
 - ii. Billable hours shall be according to Vaughen's 2016 Edition Vaughen's book page PR1-7 and PR 1-14, Submersible Pumps, Average Hours by Pump Size, Large Pumps, and Medium difficulty for basis of bid award.
- d. Response Time - The vendor must be able to respond to the City site within two (2) hours after a request for service, exclusive of any emergency request. The vendor must be able to respond to the City site within one (1) hour after an emergency request for service. This pertains to work not regularly scheduled by City of Plant City's Utilities staff.

- e. Pickup and Deliveries – Pumps to be repaired may need to be picked up in the field or at the Mechanical/Electrical shop located at 902 Mobley St., Plant City Florida 33563. Vendor will be notified in advance. No additional charges will be allowed for pickup and delivery of pumps.
- f. Each repaired pump shall have a new 2" diameter stainless steel tag attached to the lifting bail with stainless steel wire. The tag must include the date of repair.
- g. The City will inspect each pump to verify the Name Plate Data is in place and the information is correct. This information shall also be placed on the cord at the connection end to power supply approximately every two (2) to three (3) feet for total of ten (10) feet of the cord. A paper tag under clear heat shrink shall be used on the cord.

Note: If Name Plate Data tag on pump is not legible, vendor shall replace with a new tag at no cost to the City.
- h. Occasionally pumps will come in for repairs with a lifting cable attached to the lifting bail. The lifting cable shall be inspected by the vendor. If the lifting cable is not in an acceptable condition, it is to be replaced with a new lifting cable that meets ANSI/ASME code.
- i. Vendor, if needed, should be able to go to lift stations on annual basis to verify the design pump for that station is installed. The vendor may use the paper tag on the cord of the lift station to verify the pumps match the pumps in the data base. If tag does not exist, the vendor shall provide the paper tag under clear heat shrink on the cord as described above. It should contain the Name Plate Data
- j. Inspect pump lifting bail for structure integrity and connection to pump fasteners.

2. Vaughen's Motor and Pump Repair Price Guide

- a. The discount will be applied to prices provided by the most current Edition of Vaughen's Motor and Pump Repair Price Guide. For this RFB the 2016 Edition will be used. If a multiple year contract is entered into the discount will apply to the most current published book.
- b. **The discount rate proposed is to be entered in the Bid Form herein. The discount is to be based on the 2016 Vaughen's Motor and Pump Repair Price Guide. The discount rate shall apply to the entire section i.e. AC Three-Phase Motors.**

H. LOANER PUMPS

In the event of an emergency pump failure on a main flow station, Vendor shall provide a loaner pump. The loaner pump must be delivered within eight (8) hours of the request. Vendor shall provide a written quote for the cost of the loaner pump, which shall not exceed 15% of the cost of repairs to the failed pump. If needed the Utilities Maintenance Division may authorize the installation and use of a loaner pump via email to the Vendor prior to the purchase order being issued.

I. REPAIRED PUMP/MOTOR WARRANTY

Vendor must warrant its pump repairs to the City, electrically and mechanically against defects in materials and workmanship for a period of one (1) year from the date of repair. The warranty must include seals, sensors, bearings, and motor rewinds of the repaired pump.

J. REPLACEMENT

If a pump or a motor is deemed un-repairable due to excessive damage and/or cost of repair, to be determined by the City of Plant City Utilities Maintenance Department Staff (staff), the vendor can supply new motor in kind.

- a. The vendor is required to notify staff the cost of new pump or motor.
- b. The vendor markup cost to cover overhead and profit is not to exceed 15%.

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.