

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL. 34266
PH: 863-993-4816
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www.desotobocc.com



Project Number: 21-01-00 Invitation to Bid

Title: DeSoto County DeSoto County Regional (DCR) Wastewater Treatment Plant Rehabilitation and Repair.

Description: The DeSoto County Board of County Commissioners' are seeking formal Proposals from qualified firms and/or individuals to Rehabilitate and Repair the DeSoto County Regional Wastewater Treatment Plant located on State Road 31 within DeSoto County as indicated within the context of this Bid.

Pre-Bid/Proposal Conference: October 28, 2020 @ 9:00a.m.

Location: Administration Building, 201 E. Oak Street, 1st Floor Board Room 201 E. Oak St., Arcadia, FL 34266. A site visit will follow this meeting.

Mandatory: Yes [] No [X]

Proposal Due Date: November 10, 2020 @ 2:00 PM

Proposals must be submitted at the Purchasing Office-201 E. Oak St., Suite 203, Arcadia, FL 34266. Proposals submitted after the indicated time will not be considered but returned unopened to sender.

For additional information, contact: Cindy Talamantez, CPPO, CPPB Purchasing Director
(863)-993-4816 email: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such and two (2) copies.

BIDDER/PROPOSER REGISTRATION

FAX: (863)993-4819

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: _____

Contact person: _____

Mailing address: _____

City: _____ **State:** _____ **Zip code:** _____

PH: _____ **FAX:** _____ **email:** _____

Notes:

Documents may also be obtained by using www.demandstar.com

All questions must be submitted in writing by contacting the purchasing department.

DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.

Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.

All first time vendors must submit a W-9 Form with their response.

PLEASE NOTE: The County's servers will not allow some emails access to our system. We have opened an account with Google – desotopurchasing@gmail.com. If you have questions, please post to both email addresses to ensure receipt and that all questions will be answered in a timely manner.

**INVITATION TO BID
DESOTO COUNTY
REGIONAL WASTEWATER TREATMENT PLANT
REHABILITATION AND REPAIR
21-01-00ITB**

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DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. **Acceptance:** By the COUNTY of the Work as being fully complete in accordance with the Contract Documents.
2. **Addenda:** Written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.
3. **Application for Payment:** The form furnished by the COUNTY which is to be used by the CONTRACTOR in requesting progress payments and an affidavit from the CONTRACTOR that progress payments theretofore received from the COUNTY on account of the Work have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.
4. **Approval:** Accept as satisfactory.
5. **Bid:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
6. **Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the Surety) accepts liability and guarantees that the bidder will not withdraw the bid. The Bidder will furnish bonds as required, and if the Contract is awarded to the Bidder, the Bidder will accept the Contract as Bid, or else the Surety will pay a specific amount.
7. **Bidder:** Any person, firm or corporation submitting a Bid for the Work.
8. **Change Order:** A written order to the CONTRACTOR signed by the COUNTY authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Contract.
9. **Contract:** The written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; and Bid Documents incorporated by reference.
10. **Bid Documents:** Advertisement for Bids, the Invitation to Bid, Instructions for Bidders, the sample Contract, General Conditions, Special Conditions and the Technical Specifications.
11. **Contract Documents:** The sample Contract attached that will substantially conform with the final executed Contract including its attached Exhibits and addenda, if any. Modifications must be mutually agreed upon and made prior to final execution.

- 12. Contract Price:** The total moneys payable to the CONTRACTOR under the Contract Documents.
- 13. Contract Time:** The number of calendar days stated in the Contract for the completion of the Work.
- 14. Contracting Officer:** The COUNTY or the Individual who is authorized to sign the Contract Documents on behalf of the COUNTY.
- 15. Contractor:** The person, firm or corporation with whom the COUNTY has executed the Contract.
- 16. County:** DeSoto County, Florida, acting through its Board of County Commissioners.
- 17. Day:** A calendar day of twenty-four (24) hours measured from midnight to the next midnight (excluding holidays observed by DeSoto County).
- 18. Drawings:** The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Project Manager and referred to in the Contract Documents.
- 19. Liquidated Damages:** A specific sum stated in the Contract to be paid by the CONTRACTOR to the COUNTY in settlement for damages and/or breach of Contract.
- 20. Modification:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the COUNTY.
- 21. Notice of Award:** The written notice by the COUNTY to the successful Bidder stating that upon compliance with the conditions precedent within the time specified, COUNTY will execute and deliver the Contract.
- 22. Notice to Proceed:** A written notice given by COUNTY to CONTRACTOR identifying the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform its obligations under the Scope of Work.
- 23. Payment Bond:** A Bond, which assures payments, as required by law, to all persons supplying labor or material for the completion of Work under the Contract.
- 24. Performance Bond:** A Bond executed subsequent to award by a successful Bidder, to protect the COUNTY from loss due to the Bidder's inability to complete the Contract as agreed. This Bond secures the fulfillment of all Contract Requirements.
- 25. Project:** The entire construction to be performed as provided in the Scope of Work.

- 26. Project Manager:** The person named as such in the Contract Documents who is authorized to make decisions on behalf of the County.
- 27. Resident Project Representative:** An authorized representative of the COUNTY assigned to observe the Work performed and materials furnished by the CONTRACTOR. The CONTRACTOR shall be notified of the identity of this representative.
- 28. Retainage:** A specified amount or percentage of the progress payment due usually under a construction contract. Upon completion of all contract requirements, retained amounts will be paid to the CONTRACTOR.
- 29. Samples:** Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 30. Scope of Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONTRACTOR under the Scope of Work, including all labor, materials, equipment and other incidentals, and the furnishing thereof.
- 31. Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work as required by the Contract Documents.
- 32. Specifications:** Those portions of the Scope of Work consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.
- 33. Subcontractor:** An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Project site.
- 34. Substantial Completion:** The stage in construction when the Project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.
- 35. Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 36. Surety:** The corporate body that is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and his acceptable performance of the Work.

37. Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapproval required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the Corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him/her who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the COUNTY under this Contract shall be delivered to the COUNTY.

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GENERAL CONDITIONS

BIDDER: To insure acceptance of the bid, follow these instructions

1. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Contractor.
2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
3. **APPLICABLE LAW:** This Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **AS-BUILT DRAWINGS:** If this solicitation requires as-built drawings, the Contractor must supply three sets of certified as-built drawings upon completion of the project at the Contractors' expense. All sets submitted to the County must be certified by a professionally licensed engineering firm authorized to do business in the State of Florida. All drawings, specifications, and copies thereof furnished by the County are the property of the County. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to the County upon the completion of the work.
5. **ASSIGNMENT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Contract at the discretion of the County.
6. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Contract after providing the Vendor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.
7. **AWARD:** It is the intent of the County to award a Contract to the lowest responsive and responsible Bidder, provided that the low bid does not exceed the funds available. The Base Bid and any Add Alternates must be bid for the bid to be considered responsive.
 - A.) **Within Available Funds:** If the lowest Base Bid received is within the funds

currently budgeted for this project, the Add Alternates, if any, will be applied in the order shown on the Bid Form prior to the determination of the lowest responsive and responsible Bid. If the Base Bid plus the Add Alternates, if any, is within the funds currently budgeted for this project, this bidder will be deemed the lowest bidder. The Add Alternates will be added until the funds currently available are met.

- B.) **Exceeds Available Funds:** If the lowest Base Bid received exceeds the funds currently budgeted for this project, the Add Alternates, if any, will not be considered. In this case a recommendation will be made using the budgeted base bid and proceed with the Contract award.
8. **BID BOND:** In submitting this sealed bid it is understood that the right is reserved by the DeSoto County Board of County Commissioners to reject any or all bids. It is agreed that this Bid may not be withdrawn for ninety (90) days from opening. Bids which are withdrawn will result in forfeiture of the bid bond, if any. **No Bid Bond will be required for this Project. However, a Payment and Performance Bond will be required of the awarded Contractor.**
9. **CONTRACTOR OBLIGATIONS:** Contractor agrees to perform and complete the service described in the solicitation in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
10. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
11. **COMPLIANCE:** A submission of a bid shall constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement herein, and that without exception the bid is premised upon performing the work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

12. **COMPLIANCE WITH LAWS:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
13. **CONDITION:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be the latest model in current production and shall be of good quality, workmanship and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging. By signing the Bid Form the Bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified.
14. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Bidders must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.
15. **CHANGE ORDERS:** A Change Order is a written order to the Contractor signed by the County or their authorized agent issued after the execution of the Contract, authorizing a change in the Project or the method or manner of performance, an adjustment in the Contract Price and/or Completion Date. Each adjustment in the Contract Price resulting from a Change Order shall require a revised Cost Breakdown signed by the County and the Contractor, resulting in the revised Contract Price upon acceptance of the Change Order.

The County shall have the right of make changes in the drawings, design, or specifications if within the general scope of the Contract. All such Changes in the Project Contract Price and/or Completion Date shall be authorized by Change Order issued by the County and will be adjusted accordingly and executed by the County and Contractor before proceeding with any changes in the Contract.

Concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or County furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Price and the Construction Completion Date shall be equitably adjusted by Change Order upon

claim by either party made within a reasonable time after the first observance of the conditions.

All documents submitted by the Contractor requiring response from the County which affect the Contractor's approved construction schedule are to be submitted at least 7 calendar days prior to the time needed. This pertains to Submittals, RFIs and Change orders. Within 7 days, the County will respond, approve, reject or request revisions/additional information as appropriate.

The Contractor must submit a request for Change Order for any work outside the contracted scope BEFORE the work is performed. The Contractor may only receive additional payment for work outside the contracted scope if a written Change Order is fully executed by the County prior to the work being performed. Any work performed without an approved Change Order will not be paid for by the County.

The County has assigned the following authority levels for Change Order dollar amounts and Contract Time extensions. The County Administrator or Delegate may approve all Change Orders less than Twenty-Five Thousand dollars (\$25,000.00). All Change Orders which exceed Twenty-Five Thousand dollars (\$25,000.00) require approval by the Board of County Commissioners. In cases where a change order requires board action, the review period is subject to the BOCC schedule.

If there is a dispute between the County and Contractor as to whether an instruction or directive constitutes a change, it is specifically agreed that neither Contractor's performance nor County's direction shall:

- A. Prejudice either party's rights to claim that such directive does or does not constitute a change.
- B. Limit the amount, if any, of adjustment in the Contract price called for by such change.
- C. Serve to determine whether or to what extent the Contractor is entitled to additional time for performance under the Contract.

If any such change caused an increase or decrease in the cost of, or the time required for the performance of any part of the work there under, an equitable adjustment shall be made to the Contract price or performance schedule.

16. **CONTRACTOR'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by subcontractors. Balance of the work must be accomplished by successful Bidder's own forces. Each Bidder must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.
17. **DELAYS AND EXTENSION OF TIME:** The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever,

but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this solicitation, the County reserves the right to acquire from other sources any products/services during any suspension of delivery.

18. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
19. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
20. **DISQUALIFICATION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the County believes the Bidder is interested in more than one bid for the work contemplated, all bids in which such Bidder is interested in shall be rejected. If the County believes collusion exists among Bidders, all bids shall be rejected.
21. **DOCUMENT CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the COUNTY'S interpretation.
22. **ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.
23. **E-VERIFY:** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of this Contract in which the Contractor performs employment duties within Florida. This verification requirement extends to all persons, including subcontractors, utilized, hired, contracted or assigned by the Contractor to perform work pursuant to this Contract.

- 24. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a bid to:
- A) Examine the Contract Documents thoroughly,
 - B) Visit the site to become more familiar with local conditions that may affect cost, progress or performance of the work,
 - C) Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the work,
 - D) Study and carefully correlate the Bidder's observations with the Contract Documents and,
 - E) Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the County by underground utilities companies or others, and the County does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.

The Contractor shall verify and familiarize themselves with the lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work and identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or changes in existing structures are to be obtained by the County unless otherwise provided in the Contract Documents.

- 25. FAILURE TO PERFORM:** If, during the term of the Contract, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:
- A) Obtain the goods or services from another Contractor; and/or
 - B) Terminate the Contract; and/or
 - C) Suspend the Contractor from bidding for a period of up to 24 months.
- 26. INCURRED COST:** DeSoto County is not liable for any cost incurred by the Contractor prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to DeSoto County.
- 27. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the County and all of County's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Contract. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as

well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive Contractor of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

- 28. INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a bid from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for the County to properly evaluate the bid, the County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
- 29. INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times including inspection during manufacture. Inspection and approval by the County at Contractor's plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of goods rejected by the County as defective shall be at Contractor's risk and expense.
- 30. INSURANCE:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Contract, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Conditions.

If any insurance should be cancelled or changed by the insured or expire during the period of its bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

- 31. LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Bidder will no way be cause for relief from responsibility.

- 32. LICENSE/CERTIFICATIONS:** The successful Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid award. The Bidder shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The Bidder shall provide its occupation license number and expiration date.
- 33. LIENS:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on part of the Contractor, his agents, employees, or servants.

The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

- 34. LIQUIDATED DAMAGES:** For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the County will count default days in calendar days. If the Contractor or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the County may have granted the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty, but as liquidated damages, the following amounts according to Contractor's Bid amount:

\$50,000.00 - \$100.00 per calendar day.
\$50,000.00 to \$500,000.00 - \$250.00 per calendar day.
\$500,000.00 to 1 Million - \$500.00 per calendar day.
Over 1 Million - \$1,000.00 per calendar day.

The County has the right to apply, as payment on such liquidated damages, any money the County owes the Contractor.

The County does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extension.

In case of default of the Contract and completion of the work by the County, the Contractor and his Surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

The County considers the Contract complete when the Contractor has completed all work and the County has accepted the work. The County will then release the Contractor from further obligation except as set forth in his bond, if any.

35. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.
36. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
37. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as nonresponsive. The County reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.
38. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
39. **OPERATION DURING DISPUTE:** In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
40. **PAYMENT BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Payment Bond to ensure payments are made to all person supplying labor or material for the completion of work under this Contract. **Awarded Contractor will be required to provide a**

Payment Bond for this Project.

41. **PAYMENT TERMS:** Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Contract and the County shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons.
42. **PERFORMANCE BOND:** In submitting this sealed bid it is understood that the DeSoto County Board of County Commissioners may require a Performance Bond to protect the County from any and all losses due to the awarded Contractor's inability to complete the Contract as agreed. **Awarded Contractor will be required to provide a Performance Bond for this Project.**
43. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the bid opening date.
44. **PERMITS:** The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of the solicitation. When such charges are normally made by the County and when so stated in the Contract Documents, there will be no charges to the Contractor. The County shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor will also pay all public utility charges.
45. **PRE-BID MEETING:** If the Contract Documents state the Pre-Bid Meeting is MANDATORY, you must attend this meeting. No Bids will be accepted if you do not attend.
46. **PUBLIC RECORDS REQUESTS:**
IF THE CONTRACTOR [CONSULTANT] HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S [CONSULTANT'S] DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.
 - a. Contractor [Consultant] must keep and maintain all public records required by the Agency in order to perform services under this Contract.

b. Upon request from the Agency's custodian of public records, Contractor [Consultant] shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Contractor [Consultant] shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor [Consultant] does not transfer the records to the Agency.

d. Upon completion of the contract, Contractor [Consultant] shall transfer, at no cost, to the Agency all public records in the possession of the Contractor [Consultant], or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor [Consultant] transfers all public records to the Agency upon completion of the contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the contract, the Contractor [Consultant] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

- 47. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Contractor.
- 48. RETAINAGE:** The Contract retainage amount with respect to the progress payments shall be 10% unless otherwise stated in the Contract Documents. The County, at its sole discretion, may allow for a reduction of retainage dependent on work progress and status.
- 49. RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County.
- 50. RIGHT TO REJECT:** The DeSoto County Board of County Commissioners' reserves the right to reject any and all bids not deemed to be in the best interest of

the County, or to accept that bid which appears to be the lowest most responsible bid which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all bids or any part of any bid. The County also reserves the right to award or eliminate any portion of the bid.

51. **SAFETY AND PROTECTION:** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- A) All employees on the work site and other persons, who may be affected thereby,
 - B) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - C) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
 - D) The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
52. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
53. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Bidder is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Bidder comply with it in all respects prior to and during the term of the Contract.
54. **SUBMITTALS:** All Submittals, MOT, Project Schedule and any other pertinent information, if required of the project, must be provided by the awarded Contractor at the Project Pre-Construction Meeting or Notice to Proceed will not be issued. If the awarded Contractor fails to provide this information in a timely manner, the County will consider failure to provide these materials, grounds for Termination by Default.
57. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this solicitation.
58. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County in whole or in part whenever the County determines that termination is in the County's best interest. Any such termination

shall be effected by the delivery to the Contractor of a written Notice of Termination at least ten (10) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; and settle all outstanding liabilities and claims.

59. TERMINATION FOR DEFAULT: The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the Contractor to meet any term of this Contract or related Exhibit, the County will notify the Contractor to advise the County of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the County. Failure on the Contractor's part to correct the default within the approved time period shall result in the Contract being terminated and the County, notifying in writing the Contractor of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the Contractor shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the County after costs are claimed and allowed. All documents prepared by the Contractor in connection with this Contract will be the property of the County.

The County Project Manager shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the notice of termination; however, the County may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the County against loss caused by the Contractor because of the default.

60. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Contractor's personnel which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
61. **WARRANTY CLAUSE:** A warranty is a guarantee of the integrity of a product and of the manufacturer's responsibility for the repair or replacement. All manufacturer warranties are to be transferred to the County before final acceptance.
62. **WORK HOURS:** Work hours shall be Monday through Friday on non-County Holidays from 7:30 am to 6:00 pm local time. Work outside of the hours may be permitted on a case by case basis as approved by the County and Engineer. Contractor must request work outside the normal hours at least seven (7) calendar days in advance. Work on Sundays will not be allowed.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITIONS

1.INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Contractor shall maintain automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$3,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as

required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

2. The Bidder's timely response under the terms of this Contract is paramount. The unavailability of the low bidder (depending on the urgency of the County's needs) may result in the award/project being authorized for the next low bidder.

3. The Contractor will be allowed TWO HUNDRED SEVENTY (270) calendar days for Substantial Completion and THIRTY (30) additional calendar days for final completion (for a total of THREE HUNDRED (300) calendar days).

Substantial Completion shall be defined as fully functional headworks and static screen, fully functional sodium hydroxide dosing system, full rehabilitation of Tanks 1 and 2 and completion of coatings in both tanks passing all quality assurance tests. The period between Substantial and Final Completion shall be reserved for only minor touch up items, resolving punch list items, site restoration, surveyed as-builts and demobilization.

The Contract Time shall not change if the County elects any of the additional scope items.

4. The County may terminate this Contract at its convenience within 10 days advance written notice to the Contractor.

5. It is the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. Any questions relative to interpretation of requirements, scope of services or bid process shall be addressed in writing as indicated below. No inquires, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**

6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. DeSoto County is to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30 day notification to the County in the event of a

cancellation or modification of any stipulated insurance coverage.

7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

8. **CONTRACTOR AND COUNTY DEFINED:** As used in these specifications, the term “CONTRACTOR” refers to Seller and the term “COUNTY” refers to Purchaser, as defined in the terms and conditions applicable to this Contract. All person acting for Contractor, such as employees, subcontractors, and agents of the Contractor are included in the meaning of Contractor.

9. **CONTRACTOR OBLIGATIONS:** Contractor agrees to perform and complete the service described in the Bid Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent and capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this Bid and one-year of experience supervising crews doing the type of work requested in this Bid. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

10. **ADDITIONAL INFORMATION:** Questions about the Contract and Technical portions of the bid must be submitted in writing to the person listed below. Bidders are cautioned that any statements made by the Contract and technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the bid document. To find out whether the County intends to issue an addendum, contact the person listed below. No contract or technical question will be accepted after seven (7) day prior to the date set for bid opening

Direct inquires to:

Cindy Talamantez, CPPB, CPPO
Purchasing Director
DeSoto County Board of County Commissioners
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

PLEASE NOTE: The County’s servers will not allow some emails access to our system. We have opened an account with Google – desotopurchasing@gmail.com. If you have questions, please post to both email addresses to ensure receipt and that all questions will be answered in a timely manner

**DESOTO COUNTY UTILITIES
REGIONAL WASTEWATER TREATMENT PLAN
REHABILITATION AND REPAIRS
PROJECT DESCRIPTION
21-01-00ITB**

GENERAL

DeSoto County is seeking qualified Contractors to perform repairs and rehabilitation to the existing DeSoto County Regional Wastewater Treatment Plant (DCR WWTP) located on State Road 31. The DCR WWTP is a 0.750 million gallon per day (MGD) wastewater processing facility that provides sewage treatment for commercial, industrial, institutional, and residential customers serviced by the DeSoto County Utilities wastewater collection and transmission system. The DCR WWTP utilizes a Modified Ludzack-Ettinger process currently. As part of the modification the process will be modified to extended aeration.

The Base Scope includes a new headworks platform and screening devices, rehabilitation of steel and coatings to both tank interiors, installation of chemical dosing system, repairs to existing equipment and numerous other improvements outlined in the Contract Plans and Specifications.

In addition to the Base Scope, this bid includes numerous additional scope items including exterior coatings of both tanks, supply and installation of recycle pumps and mixer, construction of a headwork turnaround, construction of a dump pad and odor control rehabilitation. DeSoto County will determine whether the additional items will be included based on available funding.

MINIMUM QUALIFICATIONS

Bidders must demonstrate experience with at least two (2) similar projects involving the rehabilitation of similar facilities within the last five (5) years. Bidders must also provide references including, agency, contact name, role in the project, phone number and email address for the two required past projects. Failure to provide this information is grounds for rejection of bid.

Prime Contractors must possess a current State of Florida General Contractor's License. Bidder shall provide evident of all professional and occupational licenses held.

Bidders shall also provide the names of proposed Sub-Contractors anticipated to be used for this project.

CONTRACT TIME

The Contractor shall be allowed two hundred seventy (270) Total Calendar Days for Substantial Completion and thirty (30) additional Calendar Days (300 Total Calendar Days) for Final Completion.

Substantial Completion shall be defined as fully functional headworks and static screen,

fully functional sodium hydroxide dosing system, full rehabilitation of Tanks 1 and 2 and completion of coatings in both tanks passing all quality assurance tests. The period between Substantial and Final Completion shall be reserved for only minor touch up items, resolving punch list items, site restoration, surveyed as-builts and demobilization.

The Contract Time shall not change if the County elects any of the additional scope items.

WORK HOURS

Work hours shall be Monday through Friday on non-County Holidays from 7:30 am to 6:00 pm local time. Work outside of the hours may be permitted on a case by case basis as approved by the County and Engineer. Contractor must request work outside the normal hours at least days seven (7) calendars days in advance. Work on Sundays will not be allowed.

BASIS OF AWARD

The basis of award shall be the lowest responsive/responsible bidder as calculated by the total of all items included in the Base Bid. The basis of award shall not change if the County elects to add the additional scope items. Bidders must bid both the Base Bid and the additional.

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**DESOTO COUNTY
REGIONAL WASTEWATER TREATMENT PLANT REHABILITATION & REPAIR
21-01-00ITB**

BASE BID					
Item	Description	Unit	Quantity Total	Unit Cost	Total Cost
1.00	General Conditions				
1.01	Mobilization	LS	1		
1.02	Bonds & Insurances	LS	1		
1.03	Survey As-Builts	LS	1		
2.00	Site Work				
2.01	BMP's Silt Fence	LF	580		
2.02	Clearing & Grubbing (Excluding Asphalt Work)	LS	1		
2.03	Earthwork & Grading (Excluding Asphalt Work)	LS	1		
3.00	Headworks Platform & Piping				
3.01	Supply & Install Headworks Concrete & Reinforcement	LS	1		
3.02	Supply & Install Headworks Railing	LS	1		
3.03	Supply & Install Headworks Stairs	LS	1		
3.04	Supply & Install Headworks Influent Piping	LS	1		
3.05	Supply & Install Headworks Effluent Piping	LS	1		
3.06	Remove Existing Influent Box	LS	1		
3.07	Supply & Install new SS Weir Box	LS	1		
3.08	Supply & Install Static Screens	EA	2		
4.00	Treatment Tank Rehabilitation				
4.01	Coating of Interior of Tank 1	LS	1		
4.02	Coating of Interior of Tank 2	LS	1		
4.03	Rehabilitate Tank 1 (Evoqua Scope)	LS	1		
4.04	Rehabilitate Tank 2 (Evoqua Scope)	LS	1		
4.05	Supply & Install New Air Difusers Tank 1	EA	25		
4.06	Supply & Install New Air Difusers Tank 2	EA	25		
5.00	Chemical Tank & Skid				
5.01	Supply & Install Single Pump Chemical Skid	LS	1		
5.02	SCH 80 CPVC Piping	LF	150		
5.03	Install 2500 Gallon Chemical Tank	LS	1		
6.00	Electrical				
6.01	Electrical for New Chemical Skid & Headworks Lighting	LS	1		
	Sub Total				\$

7.00	Add Alternates				
Tanks & Equipment					
7.01	Coating of Exterior of Tank 1	LS	1		
7.02	Coating of Exterior of Tank 2	LS	1		
7.03	Supply & Install Recycle Pumps	EA	2		
7.04	Supply & Install Mixers	EA	2		
Headworks Asphalt Turn Around					
7.05	Clearing & Grubbing for Turnaround	LS	1		
7.06	Earthwork & Grading for Dump Pad	LS	1		
7.07	Install Asphalt & Road Base for Turn Around	SY	405		
Dump Pad					
7.08	Clearing & Grubbing for Dump Pad	LS	1		
7.09	Earthwork & Grading for Dump Pad	LS	1		
7.10	Supply & Install Reinforcement & Concrete for Dump Pad	LS	1		
7.11	Supply & Install Dump Pad Equipment & Electrical	LS	1		
7.12	Install Asphalt & Road Base for Dump Pad	SY	64		
Odor Control Rehabilitation					
7.13	Run New Air Piping to Headworks	LS	1		
7.14	Rehabilitate Biocube	LS	1		
	Add Alternates Sub Total				\$
	GRAND TOTAL				\$

Base Bid - Write Out Amount:

Add Alternate - Write Out Amount:

Company Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

BF-2

STATEMENT OF NO BID/SUBMITTAL

DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266

If you **do not** intend to submit a bid on this service, please return this form to the above address immediately or fax to 863-993-4819.

We the undersigned have declined to submit a bid on the requested service:
ITB NO. 21-01-00ITB, DeSoto County Regional Wastewater Treatment Plant Rehabilitation and Repair, for the following reason(s):

- Insufficient time to respond to the Invitation to Bid.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet specifications.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: _____

Company name: _____

Signature: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____

BIDDERS CHECKLIST

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

_____ Completely Executed Bid Package (original and two (2) copies)

_____ Bid Proposal Form

_____ Qualifications Statement Form

_____ Hold Harmless Form

_____ Drug Free Workplace Form

_____ Certification Regarding Debarment or Suspension

_____ Public Entity Crimes Form

_____ Non-Collusion Affidavit

_____ Conflict of Interest

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: _____ Corporation
NAME: _____ Partnership
ADDRESS: _____ Individual
PRINCIPAL OFFICE: _____ Joint Venture
_____ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer: _____
- g. Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

Yes _____ No _____

9. Did you attend the Pre-Proposal Conference? Yes _____ No _____

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the services:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

Type of Organization (Please Check One): Individual Ownership Joint Venture
 Partnership Corporation

Name of Bidding Firm:

Mailing Address:

Location Address:

City & State: _____ **ZIP:** _____

Telephone: _____ **Fax Number:** _____

Name/Title of person authorized to bind the Company: _____

Signature of person authorized to bind the Company: _____

Date: _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: _____

Dated: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of _____
[Name of firm]

is _____

2. My relationship to _____
[Name of firm]

is _____
[Relationship, such as sole proprietor, partner, president, vice president]

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean 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 or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee,

member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

SIGNATURE

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,
 _____, who after being duly sworn, deposed and
 said that he is the fully authorized _____ of

_____ (hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, _____. NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF
_____ IN THE COUNTY OF

_____ being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this _____ day of _____, _____ NOTARY PUBLIC in and for the State of _____

Signature

Seal

CONFLICT OF INTEREST STATEMENT

(STATE OF FLORIDA; COUNTY OF DESOTO)

Before me, the undersigned authority, personally appeared

_____, who was duly sworn, deposes, and states:

1 I am the _____ of _____ with a local office in _____ and principal office in _____.

2 For DeSoto County the above named entity is submitting an Expression of Interest for the DeSoto County project described as: **ITB-21-01-00 – DeSoto County Regional Wastewater Treatment Plant Rehabilitation and Repair.**

3 The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4 The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.

5 Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6 Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7 Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8 I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.

9 I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.

DATED this _____ day of _____, 2020.

__ (Affiant)

Typed Name of Affiant

Title

Sworn to and subscribed before me this _____ day of _____, 2020.

Personally known _____

OR Produced identification _____ **Notary Public - State of**

My commission expires _____ **(Type of identification)**

(Printed typed or stamped commissioned name of notary public)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

DeSoto County Regional Wastewater Treatment Plant Rehabilitation and Repair.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in _____ counterparts, each

(number)
one of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

(Principal's) Secretary

Principal

(SEAL) By: _____

Witness as to Principal

Surety

ATTEST: By: _____
Attorney-in-Fact

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing the BONDS must appear on the Treasury Department's most current list and be authorized to transact business in the State.

PAYB-2

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, herein called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

DeSoto County Regional Wastewater Treatment Plant Rehabilitation & Repair.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF this instrument is executed in _____ counterparts, each

(number)
one of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

Principal

(Principal's) Secretary

(SEAL)

By: _____

Witness as to Principal

Surety

ATTEST:

By: _____
Attorney-in-Fact

Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute the BOND.

IMPORTANT: Surety companies executing the BONDS must appear on the Treasury Department's most current list and be authorized to transact business in the State.

(SAMPLE)
DESOTO COUNTY
REGIONAL WASTEWATER TREATMENT PLANT
REHABILITATION & REPAIR
Bid No. 21-01-00ITB

THIS CONTRACT is made this ____ day of _____, 2020, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as (“COUNTY”), whose address is 201 East Oak Street, Arcadia, Florida 34266, and _____, a _____, authorized to do business in the State of Florida, hereinafter referred to as (“CONTRACTOR”), whose address is _____.

WHEREAS, the COUNTY desires to retain a CONTRACTOR for the DeSoto County Regional (DCR) Wastewater Treatment Plant Rehabilitation and Repair Project. All specific duties are listed within the Scope of Services and Construction Plans, and;

WHEREAS, CONTRACTOR desires to render services described as the DeSoto County Regional (DCR) Wastewater Treatment Plant Rehabilitation and Repair Project in accordance with in the Scope of Services and Construction Plans, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the COUNTY, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described in the Scope of Services and Construction Plans; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. INCOPORATION BY REFERENCE AND ENTIRE CONTRACT.

A. The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part and consist of the following:

1. This Contract;

2. General and Special Conditions attached hereto as Exhibit "B".
3. Contractor's Bid Forms attached hereto as Exhibit "C".
4. Technical Specifications hereby incorporated by reference.
5. Construction Plan Set hereby incorporated by reference.

B. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or contracts, either written or oral.

C. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument and in accordance with County Policies.

SECTION 2. EMPLOYMENT OF CONTRACTOR.

A. The COUNTY hereby agrees to engage CONTRACTOR to perform the services as set forth in the Technical Specifications and Construction Plan Set, and CONTRACTOR hereby agrees to perform the described services diligently and in a timely and professional manner.

B. All representations, certifications, statements contained in CONTRACTOR'S Bid submittal are true and accurate and are incorporated herein.

SECTION 3. THE COUNTY'S RESPONSIBILITY.

Unless otherwise provided in the Technical Specifications and Construction Plan Set, the COUNTY'S responsibilities are as follows:

A. To provide, at the request of, CONTRACTOR, existing data, plans, reports, and other information in the COUNTY'S possession or under the COUNTY'S control which are necessary for the execution of the duties of the CONTRACTOR in the Technical Specifications and Construction Plan Set; and to provide full information regarding requirements of the Technical Specifications and Construction Plan Set, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.

B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Technical Specifications and/or Construction Plan Set or non-conformance with the Contract requirements as stated herein.

C. To furnish required information, services, render approvals, and decisions

as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.

D. The COUNTY hereby designates the DeSoto County Engineer to act on the COUNTY'S behalf with respect to the Technical Specifications and/or Construction Plan Set. The Engineer shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

SECTION 4. TIME OF PERFORMANCE.

The Contractor will be allowed **TWO HUNDRED SEVENTY (270)** calendar days for Substantial Completion and **THIRTY (30)** additional Calendar Days for Final Completion (for a total of **THREE HUNDRED (300)** Calendar Days).

Substantial Completion shall be defined as fully functional headworks and static screen, fully functional sodium hydroxide dosing system, full rehabilitation of Tanks 1 and 2 and completion of coatings in both tanks passing all quality assurance tests. The period between Substantial and Final Completion shall be reserved for only minor touch up items, resolving punch list items, site restoration, surveyed as-builts and demobilization.

The Contract Time shall not change if the County elects any of the additional scope items.

The CONTRACTOR shall make no claims for additional compensation or damages due to suspensions, delays or hindrances. CONTRACTOR may only be compensated for the extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any other rights of the COUNTY.

SECTION 5. COMPENSATION.

Compensation for the Technical Specifications performed by CONTRACTOR shall be payable as follows:

A. The COUNTY shall pay an amount not to exceed _____ (_____). The CONTRACTOR may submit invoices on a monthly basis for work substantially completed by the 25th of each month.

B. CONTRACTOR shall prepare and submit to the DeSoto County Finance Department, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The

statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. Compliance with requirements for the release of, or receipt of payment for, any lien or Notice to Owner relating to this project.

D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

SECTION 6. DOCUMENTS.

In the event of a conflict between the terms of the Exhibits and this Contract, this Contract shall prevail.

SECTION 7. GENERAL CONSIDERATIONS.

A. Subcontractors. If CONTRACTOR subcontracts any of the work required under this Contract, CONTRACTOR agrees to include in the subcontract that the Subcontractor is bound by the terms and conditions of this Contract with the COUNTY. CONTRACTOR further agrees to include in the subcontracts, that the Subcontractor shall hold the COUNTY and CONTRACTOR harmless against all claims of whatever nature by Subcontractor's performance of Work under this Contract.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract. It is expressly understood that upon receipt of substantial evidence of CONTRACTOR'S refusal to comply with this provision, the COUNTY will have the right to terminate this Contract for breach.

C. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. Failure of the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other

remedy as the COUNTY deems appropriate.

D. Licenses and Certifications: The CONTRACTOR shall be properly certified and licensed; financially solvent; experienced in and competent to perform the required work.

E. E-Verify: CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. All persons employed by the CONTRACTOR during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract with the Agency.

SECTION 8. PROHIBITION AGAINST CONTINGENCY FEES.

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 9. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.

CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

SECTION 10. INSURANCE.

- A. The CONTRACTOR shall provide and maintain such Commercial

(Occurrence Form) or Comprehensive General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$6,000,000. Products and completed operations aggregate shall be \$6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

Contractor shall maintain automobile liability insurance with a limit of not less than \$3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed

Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

B. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insured; the COUNTY, its officers, employees and agents

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

SECTION 11. TERMINATION FOR DEFAULT

The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The

corrective action plan must be accepted by the County. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent or being declared bankrupt by a US Bankruptcy Court.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-consultants or others pursuant to Work done under this Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the COUNTY.

The County shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of the default.

SECTION 12: TERMINATION FOR CONVENIENCE

The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the notice, for any of the following reasons:

- The COUNTY has determined that such cancellation will be in the best interest of the COUNTY.

- Funds are not available to cover the cost of the services. The COUNTY's obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

SECTION 13: LIQUIDATED DAMAGES:

For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the COUNTY will count default days in calendar days. If the CONTRACTOR or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the COUNTY may have granted the CONTRACTOR or, in case of his default, the Surety shall pay to the COUNTY, not as a penalty, but as liquidated damages, in the amount of _____ (\$ _____) per calendar day after final completion.

The COUNTY has the right to apply, as payment on such liquidated damages, any money the COUNTY owes the CONTRACTOR.

The County does not waive its right to liquidated damages due under the Contract by allowing the CONTRACTOR to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extension.

In case of default of the Contract and completion of the work by the COUNTY, the CONTRACTOR and his Surety are liable for the liquidated damages under the Contract, but the COUNTY will not charge liquidated damages for any delay in the final completion of the COUNTY'S performance of the work due to any unreasonable action or delay on the part of the COUNTY.

The COUNTY considers the Contract complete when the CONTRACTOR has completed all work and the COUNTY has accepted the work. The COUNTY will then release the CONTRACTOR from further obligation except as set forth in his bond.

SECTION 14: DISPUTES

All controversies between the COUNTY and the CONTRACTOR which arise under, or are by virtue of, this Contract and which are not resolved by mutual agreement, shall be decided by the County Administrator in writing, within 30 days after a written request by the CONTRACTOR for a final decision concerning the controversy.

The COUNTY shall immediately furnish a copy of the decision to the CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless the CONTRACTOR brings an action seeking judicial review of the decision. The CONTRACTOR shall comply with any decision of the County Administrator and proceed diligently with performance of this Contract until final resolution by a Court of law, if a judicial remedy is pursued.

SECTION 15. CONTROLLING LAW.

This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.

SECTION 16. SUCCESSORS AND ASSIGNS.

The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives with respect to all covenants of this Contract. Neither the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

SECTION 17. INDEMNIFICATION OF THE COUNTY.

CONTRACTOR shall defend, indemnify and hold harmless DeSoto County, and its agents, employees, and public officials from and against all suits, losses, claims, demands, judgments, liabilities and actions, including attorney's fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed thereunder, whether or not due to or caused by the negligence of DeSoto County, its agents, employees, and public officials

excluding only the sole negligence of DeSoto County, its agents, employees, and public officials.

SECTION 18. INDEPENDENT CONTRACTOR.

Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of its agents, servants or employees are agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

SECTION 19. NOTICES.

Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ of _____, 2020.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy Hines
County Administrator

By: _____
Juril O. Mansfield
Chairman

BOCC Approved: _____

Approved as to form and
Legal sufficiency:

Date: _____

Donald D. Conn
County Attorney

WITNESSES:

By: _____

Printed Name: _____

Title: _____

INVITATION TO BID

The DeSoto County Board of County of County Commissioners' are seeking Formal Bids for the DeSoto County Regional Wastewater Treatment Plant Rehabilitation and Repair Project as described within the context of this bid. A Pre-Bid Meeting will be held on the 28th of October, 2020, at 9:00 a.m. in the DeSoto County Administration Building 1st Floor Board Room, Arcadia, Florida 34266. A site visit will follow this meeting. Bids are to be submitted no later than 2:00 p.m. on November 10, 2020, at the DeSoto County Purchasing Department. For more information concerning this Bid please e-mail c.talamantez@desotobocc.com or call 863-993-4816. Cindy Talamantez, CPPB, Purchasing Director.

Publish: The week of October 5, 2020, if possible.
(LEGAL LINE AD) Charlotte Sun Herald and DeSoto Weekly

Bill To: DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, FL 34266

Contact Person: Jacque Daniels
863-993-4816

PLEASE EMAIL PROOF AND PRICING. THANKS