

**CITY OF CAPE CORAL
CON-UT17-29/KR**

Contract

This Agreement, made and entered into this 10th day of April, 2017 by and between the

CITY OF CAPE CORAL, FLORIDA, hereinafter called "**CITY**", and **USSI, LLC of Venice, Florida**, doing business as a limited liability corporation, hereinafter called "**CONTRACTOR**".

WITNESSETH: that for and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide the work required for Sanitary Sewer collection system in-flow abatement services in previously lined lift stations basins located through City of Cape Coral. The work shall include, but is not limited to, smoke testing of sanitary sewer collection system lines complete with a report of the findings; sealing designated manhole chimneys; inserting rain dishes into designated manholes; replacing damaged and/or installing new cleanout caps where applicable; installing cleanout plugs where applicable; and providing the City with a final report outlining the observed condition of all observed manhole structures and cleanouts and in accordance with the Bid Documents, Technical Specifications/Drawings, and Contract Documents for Invitation to Bid – ITB-UT17-29/KR.
2. The CONTRACT PRICE will be for all work, a total base bid cost of: \$124,880.16 and the CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, delivery of goods and other incidentals or services necessary for the satisfactory completion of the project described in the CONTRACT DOCUMENTS.
3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS as stipulated in the written Notice to Proceed or with issuance of the fully executed Purchase Order and agreement will be for an initial term of three (3) years, with two (2) additional two (2) year renewals by mutual agreement between parties.

The City Manager or his designee shall have the authority to approve and execute any authorized contract amendments or renewals, as required.
4. The CONTRACTOR agrees to supply all the goods and perform all of the work described for the price listed on the CONTRACTOR's Bid Proposal Submittal during the term of the contract which are shown as an Attachment to this agreement (Contractor's Bid Proposal Submittal).
5. This agreement may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for services completed to the day of such termination, an amount prorated in accordance with services substantially completed under this agreement. Such amount shall be paid by the CITY after inspection to determine the extent of performance under this agreement, whether completed or in progress.
6. The Term "Contract Documents" shall include this Contract, Addenda(s), Contractor's Bid Proposal Submittal, Technical Specifications, Drawings, except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates and the Invitation to Bid Package

prepared and issued by the City. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.

7. All time limits listed in the CONTRACT DOCUMENTS are of the essence in the performance of this agreement.
8. Record Keeping: Records of the CONTRACTOR's personnel, sub-consultants, and the costs pertaining to the Project shall be kept in accordance with generally accepted accounting practices. CONTRACTOR shall keep full and detailed accounts and financial records pertaining to the contracted services for the City. Prior to commencing work, CONTRACTOR shall review with and obtain the City's approval of the accounting procedures and records to be utilized by the CONTRACTOR on the Project. CONTRACTOR shall preserve the aforementioned Project records for a period of ten (10) years after final payment, or for such longer period as may be required by law.
9. Assignment: This agreement may not be assigned except at the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assignors of the CONTRACTOR.
10. Disclosure: The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the agreement.
11. Unauthorized Aliens: The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-Contractors used by the CONTRACTOR as well.
12. Administration of Agreement: The Utilities Director, or representative, shall administer this agreement for the CITY.
13. Governing Law: This agreement shall be interpreted, construed, and governed according to the laws of the State of Florida. The parties agree to the venue in Lee County, Florida for any litigation pertaining to this contract. In the event there is litigation pertaining to this agreement, the prevailing party shall be entitled to a reasonable attorney's fee.
14. Amendments: No Amendments or variation of the terms or conditions of this agreement shall be valid unless in writing and signed by the parties.
15. Payments: CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give

such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved, and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

16. Contractor's Representations: In order to induce CITY to enter into the Contract CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

17. Indemnity. To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.
18. Damage Liability: The awarded CONTRACTOR shall be responsible for all claims filed for damage to private property, (examples – not intended to be all inclusive - driveways, windows, screen enclosures, mailboxes, real estate signs, etc.) Additionally, the CONTRACTOR shall be responsible for damage to all public property or utility property, fire hydrants, catch basins, guy wires telephone pedestals, etc.
19. Invalid Provision. The invalidity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
20. Project Records: The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.
21. Insurance. Without limiting its liability, the CONTRACTOR shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the CONTRACTOR, from claims which may arise out of or result from the CONTRACTOR execution of the project, whether such execution by

himself or by any sub-consultant, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

The following insurance will be required by the CITY OF CAPE CORAL.

The Contractor shall secure, pay for, and file with the Owner prior to commencing any work under the Contract certificates for the types of insurance set forth herein. All such certificates shall provide for minimum coverage in the amounts set forth herein, unless a greater minimum amount is specified elsewhere in the Contract Documents. Contractor shall, at all times during the performance of this Agreement, provide and maintain the following types of insurance. All certificates of insurance must be accompanied by all endorsements being required, including additional insured endorsements, cancellation/material change endorsements, and waivers of subrogation, USL&H Act and Jones Act endorsements.

Workers' Compensation: Coverage 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 \$ 1,000,000 each accident.

Comprehensive General Liability: Shall have minimum limits of \$ 1,000,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$ 1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership.

Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured. This does not pertain to Workers' Compensation. The policy endorsements and waivers of subrogation must be included with the certificate of insurance.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (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.

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities.

The contract number and name of the specific bid/project must be included on the Certificate of Insurance and shown under the Description of Operations as provided from the Insurer and included in the insurance policy.

22. Unauthorized Aliens.

The employment of unauthorized aliens by CONTRACTOR is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the CONTRACTOR knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract. This applies to any sub-consultants used by the CONTRACTOR as well.

23. Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, OWNER AND CONTRACTOR HAVE SIGNED THIS AGREEMENT. THIS AGREEMENT WILL BE EFFECTIVE ON 4/10/17 (WHICH IS THE EFFECTIVE DATE OF THE CONTRACT).

OWNER:

City of Cape Coral, Florida

Signature: Kelley Fernandez

Typed Name: ^{for} A. John Szerlag

Title: City Manager

Date: 4/10/17

Signature Attest: Rebecca van Deutekom

Title: City Clerk

Typed Name: Rebecca van Deutekom, MMC

Date:

Address for giving notices:

City of Cape Coral (Attn: Procurement)

1015 Cultural Park Blvd.

2nd Floor

Cape Coral, FL 33990

LEGAL REVIEW:

Signature: [Signature]

Typed Name: Dolores Menendez, ESQ.

Title: City Attorney

Date: 3/13/17

CONTRACTOR:

USSI, LLC of Venice, FL

Signature: Dion C Vlasak

Typed Name: Dion VLASAK

Title: Ceo

Date: 3/13/2017

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign with corporate resolution.)

Signature Attest: Lucy Anderlie

Title: President

Typed Name: Lucy Anderlie

Date: 3/13/2017

Address for giving notices:

State of Florida

Contractor License No.: _____
(as applicable)

CITY OF CAPE CORAL

INVITATION TO BID

Sanitary Sewer Collection System In-Flow Abatement Service

ITB-UT17-29/KR



**CITY OF CAPE CORAL
Procurement Division
1015 Cultural Park Blvd., 2ND Floor
Cape Coral, FL 33990**

January 2017

CITY OF CAPE CORAL

LEGAL NOTICE

The City of Cape Coral, Florida will receive Bids for Purchase and Delivery of the Sanitary Sewer Collection System – In-Flow Abatement Services solicitation - ITB-UT17-29/KR from Bidders in accordance with the specifications on file. Request for bid documents can be made by phone 239-574-0831 or via email to krose@capecoral.net. The bid documents and specifications are posted on Demand Star <http://www.demandstar.com/>.

Sealed Bids will be publicly opened at Cape Coral City Hall, 1015 Cultural Park Blvd., Cape Coral, Florida 33990. The names of bidders responding to this Invitation to Bid and the total dollar bid amount will be read aloud and recorded.

BIDS DUE IN PROCUREMENT BY: 12:00 PM – NOON (Eastern) – Tuesday, February 28, 2017
BIDS PRESENTED AFTER THIS TIME WILL BE REFUSED.

BID OPENING TIME: 12:30 PM (Eastern) – Tuesday, February 28, 2017
Conference Room 252- City Hall - 2nd Floor – Finance/Parks Entrance

NOTE: No questions will be accepted after **5:00 PM (Eastern), Wednesday, February 15, 2017**, and all questions must be submitted in writing and received by Procurement by this stated time.

BIDS MUST BE DATE STAMPED AT THE OFFICE OF THE PROCUREMENT DIVISION NO LATER THAN 12:00 PM – Noon (Eastern), Tuesday, February 28, 2017. BIDS PRESENTED AFTER THAT TIME WILL BE REFUSED. The time indicated on the date stamp machine located in the Procurement Division is considered the official time. It is the responsibility of the bidder to ensure all Bids are actually received by the Procurement Division by the submission deadline. Procurement is not responsible for late mail or overnight deliveries. Once submitted all bids/proposals will become the property of the City of Cape Coral. Bids/Proposals will not be returned.

Pursuant to Florida State Statute 119.071 (2), sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

All bids are to be submitted and addressed **ONLY** to PROCUREMENT DIVISION, BIDS WILL NOT BE ACCEPTED AT ANY OTHER LOCATION.

MAILING ADDRESS:

City of Cape Coral
Procurement Division
PO Box 150027
Cape Coral FL 33915-0027

PHYSICAL ADDRESS:

PROCUREMENT DIVISION
Cape Coral City Hall
1015 Cultural Park Blvd. 2nd Floor
(Finance/Parks Entrance)
Cape Coral FL 33990

SEALED ENVELOPES MUST BE MARKED WITH THE: "ITB-UT17-29/KR" AND "Sanitary Sewer Collection System In-Flow Abatement Services" ALONG WITH THE COMPANY NAME AND ADDRESS OF BIDDER.

The submitting firm name, bid number and bid title must be visible on the outermost envelope or package (including transportation carrier envelope).

The City reserves the right to reject any or all bids in whole or in part and to waive any irregularities or informalities when in the best interest of the citizens of the City of Cape Coral.

By Order of the City Manager
Rebecca van Deutekom, City Clerk

Advertise: January 25, 2017

INTRODUCTION

In 1970, by referendum of the people of the City, a Council/City Manager form of government was adopted, and the City of Cape Coral was incorporated. The policy-making body of the City is a City Council composed of eight (8) members, seven (7) members elected at large on a nonpartisan basis from districts and the Mayor (the eighth member). A Mayor is elected at-large on a nonpartisan basis and has one (1) vote and has only budget line-item veto authority. All terms run for a four (4) year period with the Mayor and three (3) council members being elected at one election and two years later the remaining four (4) council members are elected. The City Council is responsible for all policy-making functions of the government and retains the services of a City Attorney, City Auditor and City Manager. The City Manager is responsible for all administration of the City. The City provides a comprehensive range of municipal services including general government, public safety, community development, public works, planning, utilities, and parks and recreation.

Strategically located on the gulf coast of Southwest Florida, Cape Coral is one of the nation's fastest-growing cities and the third-largest Florida city in land mass. A pre-platted community, Cape Coral's population in 2012 was the 10th largest in Florida at 157,476. At build-out, the Cape's population is forecast to be more than 400,000. The city is also home to more than 5,300 businesses. The median age is 42, young adults outnumber retirees, 57% of the population is working age, and 86% of the workforce has a high school diploma or better. At over 400 miles, the City is home to more canals than any other city in the world.

SCOPE OF SERVICES

Provide sanitary sewer collection system in-flow abatement services in previously lined lift station basins in the City of Cape Coral. The sanitary sewer collection system in-flow abatement services is a follow-up to the work performed under the ongoing cured in place pipe (CIPP) lining projects. The work shall include, but is not limited to, smoke testing of sanitary sewer collection system lines complete with a report of the findings; sealing designated manhole chimneys; inserting rain dishes into designated manholes; replacing damaged and/or installing new cleanout caps where applicable; installing cleanout plugs where applicable; and, providing the City with a final report outlining the observed condition of all observed manhole structures and cleanouts.

Work Orders and associated Purchase Orders will be issued to the contractor based on individual project(s) scope and available funds.

CONTRACT TIME

The term of this Contract shall be for three (3) years for the initial term, with two (2) additional two (2) year renewals with mutually agreement of all parties from the fully executed agreement date. The City intends for the effective period to begin upon complete contract execution by City Staff.

BID PROPOSAL INSTRUCTIONS

The Bid Proposal Form must be completed in ink or typewritten. The total price bid for the work shall be the sum of the unit prices multiplied by appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the Bid Proposal Form.

In the event there is a discrepancy on the Bid Proposal Form due to the unit price extension or additions, the corrected extension and additions shall be used to determine the project bid amount. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bids by corporations must be executed in the corporate name by a duly authorized corporate officer. The president or a vice-president, and the corporate seal must be affixed and attested to. The corporate address and state of incorporation shall be shown below the signatures.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Proposal Form).

The address to which communications regarding the Bid are to be directed must be shown. Each bidder shall submit one (1) original and two (2) copies of Bid Proposal Package, and one (1) exact mirror image of the BID in electronic format such as CD or thumb drive. The electronic copy MUST match the paper submittals or you may be deemed non responsive – including signatures and completed forms.

Failure to execute Bid Proposal Form in its entirety or to provide documents/information requested may result in rejection of bid. All firms to provide requested information at the time of bid submittal – no exceptions.

CORPORATE RESOLUTION

Please complete the corporate resolution form which is utilized to provide names of individuals that are legally authorized to execute agreements on behalf of the corporation, company, partnership, joint venture, entity, limited liability company or whatever type of business organization that may be submitting a bid or proposal. This list must include individuals that are authorized in signing of bid documents, contracts, forms, and agreements.

Firms must provide the corporate resolution form or the firm's official letterhead, indicating the authority of the individuals who may sign and legally bind the firm in bids, contracts, and agreements. The authorized individuals name(s) should be shown on the corporate resolution or letterhead with their typewritten name, their official title and actual signatures shown beside their name. The document should be signed and dated by an authorized agent of the firm.

CANCELLATION

The resulting contract may be cancelled at any time during the period by the City of Cape Coral for the following:

- A. For any reason.
- B. Non-performance or substandard performance on the part of the contractor.
- C. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period.

If cancellation should occur, a thirty (30) day written cancellation notice will be issued by the City.

GENERAL CONDITIONS

ARTICLE 1

1.1. Invitation to Bid

- 1.1.1 NOTICE IS HEREBY GIVEN that the City of Cape Coral, Florida is advertising for sealed bids. The Invitation to Bid, Official Bid Form, Bidder Information, Instructions to Bidders, General Conditions, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this bid and by reference are made a part thereof.
- 1.1.2 In the event of any conflict between this Invitation to Bid and City of Cape Coral Ordinance, the provisions of the Ordinance shall prevail.

- 1.1.3. Bids not submitted on the attached Official Bid Proposal Form shall be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection
- 1.1.4 Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to all prospective bidders by written addendum. Only written addenda shall be considered official responses. It shall be the responsibility of each Firm, prior to submitting the proposal, to contact the Procurement Division to determine if addenda were issued and to make such addenda a part of the proposal.

Failure to acknowledge receipt of addendum may result in proposal rejection. NO ADDENDA WILL BE ISSUED WITHIN FIVE (5) BUSINESS DAYS PRIOR TO THE SUBMISSION DEADLINE, UNLESS AN ADDENDUM HAS BEEN ISSUED EXTENDING THE DEADLINE.

1.2. Qualification of Bidders

- 1.2.1 Bids will be considered only from firms normally engaged in the sale and distribution of the items specified herein. Vendors must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City of Cape Coral.
- 1.2.2 The City reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms, and conditions.
- 1.2.3 The City of Cape Coral will determine whether the evidence of ability to perform is satisfactory and will make awards only when such evidence is deemed satisfactory and reserves the right to reject bids where evidence submitted, or investigation and evaluation, indicates inability of the bidder to perform.

1.3. Modification and/or Withdrawal of Bids Prior to Bid Opening

Mistakes discovered before the Bids are opened may be modified or withdrawn by sealed written notice of the modification or withdrawal received in the office designated in the Invitation for Bids prior to the time set for the Bid opening.

1.4 Tax Exemption

The City of Cape Coral, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes. The awarded vendor will be provided a copy of the City of Cape Coral's Certificate of Exemption (85-8012589883C-5) upon request.

1.5 Deviations from Specifications

Bidder shall clearly indicate on the Official Bid Proposal as applicable all areas in which the items the bidder proposes does not fully comply with the requirements of this specification. The decision as to whether an item fully complies with the stated requirements rests solely with the City of Cape Coral.

1.6 Submissions of Bids

- 1.6.1 The Official Bid Proposal Form **MUST** be signed and returned with Bid.
- 1.6.2 The Official Bid Form must contain a manual signature of an authorized representative. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his/her bid price must be initialed
- 1.6.3 Bids shall be submitted to the Procurement Division and date stamped no later than thirty (30) minutes prior to the scheduled bid opening as indicated on the attached legal notice or as changed by addendum. Failure to be on time will result in refusal of bid. The time indicated on the date stamp machine in the Procurement Division is considered the official time.

1.6.4 Complete the enclosed Bid Preparation Checklist.

1.7 Opening of Bids

Bids will be opened at the time and date indicated on the legal notice. Bids are to be submitted in accordance with the instructions provided herein. The name of the bidder and the total bid amount will be read aloud and recorded.

1.8 Withdrawal of Bids after Bid Opening

After bids are opened, corrections or modifications to bids are not permitted, but a bidder may be permitted to withdraw an erroneous bid, prior to the bid award by City Council, if the following is established:

- 1.8.1 That the bidder acted in good faith in submitting the bid;
- 1.8.2 That in preparing the bid there was an error of such magnitude that enforcement of the bid would work severe hardship upon the bidder;
- 1.8.3 That the error was not the result of gross negligence or willful inattention on the part of the bidder;
- 1.8.4 That the error was discovered and communicated to the City within twenty four (24) hours of bid opening, along with a request for permission to withdraw the bid; and
- 1.8.5 The bidder submits documentation and an explanation of how the bidding error was made.

1.9 Bid Protest Procedure

Protests must be filed in accordance with Article VII Division 1 Section 2-150 of the City of Cape Coral Ordinance. The bid protest procedure is shown on page 56.

1.10 Bids to Remain Effective

Bids shall be effective for one-hundred eighty days (180) days from Bid Opening Date, and thereafter if accepted by the City for the term designated in this bid.

1.11 Convicted Vendors

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- 1.11.1 Submitting a bid on a contract to provide any goods or services to a public entity;
- 1.11.2 Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- 1.11.3 Submitting bids on leases of real property to a public entity;
- 1.11.4 Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- 1.11.5 Transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

1.12. Discriminatory Vendors

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- 1.12.1 Submit a bid on a contract to provide any goods or services to a public entity;
- 1.12.2 Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- 1.12.3 Submit bids on leases of real property to a public entity;
- 1.12.4 Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- 1.12.5 Transact business with any public entity.

1.13. Vendor Registration

In accordance with Article VII Division 1 Section 2-148 of the City of Cape Coral Ordinance prior to award, a vendor must complete the vendor registration process. Registration can be done online from the City of Cape Coral website, www.capecoral.net. Once on the website, under "I WANT TO," click on "Register" then "City Vendor." That will take you to the "Vendor Portal" page, where you may register online or print out the Vendor Registration Forms. Failure to register, will delay the issuance of the purchase order and vendor payment.

1.14. Licenses and Regulations

The awarded bidder shall comply with all Federal, State, and Local laws, rules and regulations. Licenses necessary for the performance of this work shall be secured and paid for by the awarded Contractor(s) prior to execution of the contract or purchase order. If the bidder has a permanent business location with the City of Cape Coral (including branch offices and storage or warehouse facilities), then a City occupation license is required. It is required that each bidder submit with their bid proposal, copies of their occupational licenses. If the bidder does not hold a current license with the City of Cape Coral, the bidder is required to register with the City Clerk's Office upon contract award. Failure to provide evidence of any required occupational license may be cause for rejection of bid.

1.15. Lobbying

- 1.15.1 All firms and their agents who intend to, or have, submitted bids or responses for this project are hereby placed on formal notice that neither City Council Members, candidates for City Council, nor any employee of the City of Cape Coral are to be lobbied either individually or collectively concerning this project.
- 1.15.2 Contact should only be made through regularly scheduled Council meetings, or meetings scheduled through the Procurement Division, which are for the purposes of obtaining additional or clarifying information.
- 1.15.3 Any action, to include dinner or lunch invitations, by a submitting firm that may be interpreted as being within the purview of this requirement shall result in the immediate disqualification from further consideration in this project.

1.16. Unauthorized Aliens

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.

1.17. Local Vendor Preference

In accordance with Article VII Division 1 Sections 2-144(a)(10) of the City of Cape Coral Ordinance prior to award, a vendor who desires to be considered for local preference in a bid must submit sufficient information with its bid or proposal to allow consideration, including a copy of a paid business tax receipt showing one full year in advance of the bid. A local vendor shall have the **opportunity to match** a formal bid submitted by a lower non-local vendor within the following percentages (the highest category will apply): Please refer to insert "Local Vendor Preference" – shown on Page 55.

1.18. Drug Free Workplace

The City of Cape Coral is a drug free workplace. Please review, complete and sign the Drug Free Workplace Certification and include with the bid proposal – shown on Page 33.

1.19. Interest in Competitive Bid for Public Business – Form 3A

Please review, complete and sign the form for 3A Interest in Competitive Bid for Public Business (*if a City of Cape Coral elected official, employee, spouse, or child has an interest in the business*). Please mark the form with N/A if not applicable and sign and submit with the bid proposal – shown on Page 32.

1.20. Public Entity Crimes – Sworn Statement Form

Please review the attached form for Sworn Statement which needs to be completed and signed by the bid proposer and submitted with the bid proposal. This is a requirement under Section 287.133(3)(a), Florida Statutes on Public Entity Crimes – shown on Pages 30-31.

1.21. Qualification Statement and Questionnaire Form

Provide evidence that the Bidder is licensed to transact business in the State of Florida by the Florida Department of State Division of Corporation, as an active registered business. The Bidder should identify the State of Florida business license number, expiration date and name of the primary qualifying agent of the Bidder. If the primary qualifying agent is not the owner, an officer, a member, a joint venture managing partner, etc., describe the relationship to the company and provide proof of such relationship and/or license use agreement. This evidence should include verifiable proof from Florida Department of State Division of Corporations under the same name as listed in Specification Section 00300, Bid Form and as listed in Section 4 of this Bidder's Qualification Statement and Questionnaire form. A Bidder officially changing their name any time during the five (5) year period prior to the Bid submittal date should provide verifiable documentation of the name change and the verifiable evidence of State of Florida licensing. Bidder is required to provide any applicable occupational licenses and competency license as applicable for the project.

Bidder's not meeting this requirement may be deemed as being non-responsive and their bid rejected. A Bidder responding to this Invitation to Bid (ITB) as a joint venture is required to obtain bid authority under Rule 61G4-15.0022, Florida Administrative Code, and include evidence of such bid authority in its response to this ITB. Bidder's not meeting this requirement may be deemed as being non-responsive and their bid rejected. Include as an Attachment to this form, labeled "9 – Qualifications & Licenses", verifiable documentation of the requirements as listed above to include but not limited to photo copies of all applicable State of Florida licenses, City of Cape Coral licenses, occupational or competency licenses, as listed below. Also include, letter from the State of Florida Department of Licensing that includes approval of Joint Venture of firms (names of firms) and approval for those firms that entered into legal Joint Venture to bid on the specific project.
The questionnaire is shown on Pages 40-54.

1.22. Business Ethics Requirements Form

Please review the attached form which needs to be completed, signed and submitted with the bid proposal – shown on Page 38.

END OF SECTION

TECHNICAL SPECIFICATIONS and REQUIREMENTS

1.0 INTRODUCTION AND INTENT

The purpose of these specifications is to select a Contractor to provide inflow abatement services for The City of Cape Coral, Florida (CITY).

2.0 REQUIREMENTS

- A. Each Smoke Testing field supervisor shall be National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) or Manhole Assessment and Certification Program (MACP) certified. Use of PACP/MACP certified technicians to review/document defects in the office (post process) is not acceptable.
- B. The Smoke Testing Contractor must have, and submit to the City for review and concurrence, an internal Quality Assurance/Quality Control (QA/QC) program. All inspection data shall be subjected to the QA/QC program procedures prior to submittal to the City. The City may, at its option, perform QA/QC audits on submitted data.
- C. QA/QC shall be performed by NASSCO certified personnel, certified in the field for which the QA/QC is being performed.
- D. The field crew will be of sufficient size to properly operate the smoke generation machine and provide full coverage of the area to visually locate smoke discharged from defects.
- E. All Contractors' employees performing the smoke testing under the provisions of these specifications shall be properly trained and thoroughly experienced in the use of the equipment and procedures.
- F. A list of employees to be used shall be provided to the City. The information provided shall include the name and a copy of the driver's license of each individual. Each employee shall wear a photo ID identifying him by name, the name and contact information for the company. All job supervisors will have business cards with contact information for the supervisor and company to provide to residents if requested.
- G. The Contractor shall take appropriate action to ensure that his employees are polite to the public in all aspects of the Work and that immediate assistance is provided to property owners if needed.

3.0 SUBMITTALS

The following submittals are required prior to beginning work on the project:

- A. Smoke Testing Procedures Manual.
- B. Project Schedule.
- C. Copies of "door hanger" notifications, notification mailers and other public relations materials.
- D. Smoke production equipment (i.e., blowers, etc.), smoke producing product information (i.e., smoke fluid) and Material Safety Data Sheets (MSDS).
- E. Proposed Smoke Test Field Report Form.
- F. Proposed smoke testing database layout in Excel format providing as a minimum the point number, the northing, the easting the description of the apparent defect, lift station basin and street address.
- G. Proposed Table of Defects for the Smoke Test Field Report Form and associated data base describing as a minimum, weather conditions, smoke quality, defect location (i.e., mainline, cleanout, etc.), defect type, inflow potential, defect surface cover (i.e., grass, driveway, structure, etc.).

- H. Proposed Manhole Inspection Field Report Form.
- I. Proposed manhole inspection database layout in Excel format providing as a minimum the point number, the manhole number, the northing, the easting the description of the apparent defect, and lift station basin.
- J. Proposed Table of Defects for the Manhole Inspection Field Report Form and associated database describing as a minimum, weather conditions, smoke quality, defect location (i.e., mainline, cleanout, etc.), defect type, inflow potential, defect surface cover (i.e., grass, driveway, structure, etc.).
- K. An electronic or hard copy of the Contractor's Quality Assurance/Quality Control (QA/QC) program.
- L. The Contractor shall submit one (1) example of previous Work for review. The example shall consist of one (1) CD or DVD of previous smoke testing inspection documentation. The submitted example shall be the work of the field supervisor or foreman to be used on this Project.

Contractor shall be responsible for modifications to equipment, inspection procedures, and report forms and/or data base layouts to achieve report material of acceptable format and/or quality. No Work shall commence prior to approval of the submitted material by the City. Once accepted, the report material shall serve as a standard for the remaining Work.

4.0 RESPONSIBILITIES OF CONTRACTOR

The following tasks shall be performed by the Contractor within wastewater pumping station collection basins designated by the City.

A. INSPECTING MANHOLES:

Inspect manholes for damage, leakage or other operating or structural problems. This inspection should include documentation of adverse conditions (including a photograph) and GPS location. All data should be correlated to the manhole asset number provided by the CITY.

B. SEALING MANHOLES CHIMNEYS

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to seal the manhole chimney as outlined herein. The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring.

The chimney seal shall be installed using ElastaSeal® internal manhole sealing system or equivalent as approved by the Engineer (approval will be based on parameters below and installed experience in the southeastern United States) that specifies a primer material to stick to the concrete, and a flexible seal. The seal is to be of an aramid fiber reinforced flexible, but resistant material to account for surface loading changes that create most chimney damage. The sealing materials shall have the following parameters:

Primer coat:

- Specific gravity > 1.0
- >90 % solids as measured by ASTM D2369
- Elongation 650 +/- 50 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 3200 +/- 50 psi as measured by ASTM D412
- Tear resistance = 325 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Minimal water absorption capacity (<0.5%)

Top Coat:

- Specific gravity > 1.0
- >99 % solids as measured by ASTM D2369
- As applied, solids greater than 70%
- Ultimate Elongation equal to or greater than 850% +/- 50 as measured by ASTM D412
- Elongation as applied equal to or greater than 325% +/- 10 as measured by ASTM D412
- Adhesive strength > 700 psi on steel or concrete as measured by Eclometer 109
- Tensile strength = 2300 +/- 50 psi as measured by ASTM D412
- Tear resistance = 345 +/- 10 psi as measured by ASTM D624
- Nonflammable as measured by ASTM D-93 in a Pensky-Martens closed cup
- Temperature Range -65 to 200 F
- Kevlar® fiber (Aramid Fiber Reinforcer)
- Minimal water absorption capacity (<0.5%)
- Shore A Hardness equal to 75 +/- 5 as measured by ASTM

Neither material shall contain VOCs. The final sealing system shall remain flexible with time to account for surface loading variations.

Kevlar™ is a registered Trademark of E.I. DuPont Corporation

Seal coat shall be resistant to damage after 14 days of immersion in:

- Salt
- Gasoline
- Hydrogen sulfide
- Antifreeze
- Low pH

Installation:

- All loose mortar, concrete brick or other materials shall be removed by the Contractor as they would interfere with seal performance and adhesion.
- High pressure sandblast chimney and ring to create a dry, clean surface. Surface shall be clean from dust and moisture. All sandblasting debris to be removed from the manhole by the Contractor.
- Mastic Primer coat shall be applied to clean chimney material and applied in accordance with manufacturer instructions. Coating shall cure for a minimum of 30 minutes or as specified by the manufacturer prior to application of lining
- Lining material shall be applied on top of primer in accordance with manufacturer instructions.
- The primer and lining shall have a finished, dry thickness greater than 120 mils.
- The manhole shall be opened once to install primer and liner to minimize disruptions to traffic.
- NOTE: Concrete must be at least 28 days old with a compressive strength of 3500 psi prior to application of sealant.

C. INSTALLATION OF RAIN DISHES:

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install rain dishes in manholes. Dishes shall be effective in keeping out rain, sand, dirt chemical spills and other materials from entering manhole.

The rain dish shall be Inflow Defender™ manhole inflow dish or equivalent, as approved by the Engineer, consisting of the following:

- The inflow dish body shall be manufactured from high density polyethylene material, comply with UL Standard, 94-HB, and meet all associated ASTM specifications related to Prime HDPE 250. Dish thickness

shall be a uniform .125 inches thick. Inflow dish body to be fabricated with molded ribbing members in bowl area for structural integrity. Inflow dish to have smooth radius molded edges for additional strength and prevention of cracking.

- The gasket seal shall be made of closed cell neoprene material and have a pressure sensitive adhesive on one side for adhering to inflow dish body, seating rim. Gasket to be .5 inches wide and shall have a minimum thickness of .125 inches.
- The lift strap shall be made from a woven nylon material, securely adhered to the inflow dish body interior, with a corrosion resistant fastener assembly consisting of no less than two washers with the largest being no smaller than 1.25 inches.
- For proper abatement results, the inflow dish, when installed, must seat fully flush within the manhole frame rim seat area. Frame must be cleaned of all dirt and debris prior to installation.
- Manufacturer shall have five-year warranty on manhole inflow dishes standard. Manufacture date molded into Inflow Dish Body. Gasket Seal does not need to be included in the warranty.
- To ensure proper fit with manholes, inflow dishes will be manufactured to specific measurements field obtained by contractor.

Alternative inflow dish manufacturer must provide engineer with their inflow dish specifications and samples for review and acceptance.

Installation:

- Remove manhole cover
- Contractor shall wipe all manhole ring flange area to remove soil and moisture from the interior of ring.
- Measure manhole interior to find smallest diameter.
- Install appropriate rain dish.

D. SMOKE TESTING:

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete smoke testing of all assigned basins.

Smoke Testing will be used to determine:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water
- The sources of entry into the collection system due to broken or missing cleanouts
- Lost manholes
- Breaks in the main sewers or laterals that leach to the surface
- Contractor shall document each case of improper entry or damage to the collection system and provide a report which will include the physical address, GPS coordinates, a detailed map indicating the breach point and include photographic proof of same to CITY.

Preparations:

- Smoke testing of all collections systems may affect occupants of structures connected to the line being tested. Such factors that may cause smoke to enter a structure may include, but are not limited to, dry traps, defective wax beneath toilets, terminated vents or breaks, missing or unsealed cleanouts of any kind, etc. It is imperative to avoid a public relations problem caused by panic or alarm if workers or residents suddenly see smoke in their building.
- Adequate preparation plus notification of all residents by door hanger a minimum of 72 hours in advance of smoke testing shall be the responsibility of the Contractor. All customer notification material must be presented to the CITY for acceptance prior to use.

- It shall be the responsibility of the Contractor to provide adequate notification to the fire department, police department and emergency services of the anticipated smoke testing schedule and to notify the aforementioned departments at the start of each day to avoid the departments diverting their attention to false alarms caused by smoke testing.
- It shall be the responsibility of the Contractor to insure that all operators who participate in the smoke testing be fully trained and briefed in the handling of residents and business owners who discover smoke in their buildings or in their yards.
- It shall be the responsibility of the contractor to assure that all operators involved in smoke testing be trained that any smoke in a building is an indication of sewer gases from the sewer entering the building and to advise the homeowner that immediate action to correct the problem is needed for the health and safety of the building occupants.

Operation:

At the start of each operation, the smoke blower will be located over the manhole. (Smoke testing shall not be conducted on windy or wet days). The blower will be started and liquid smoke will be employed. Smoke bombs are not to be used. As soon as the liquid smoke has been blown into the manhole, the operators and recorders shall be instructed to move out according to pre-arranged plans to canvas the area affected by the smoke testing. Observers will look for smoke rising from the ground that may indicate:

- The sources of entry into the collection system of surface waters (surface inflow) on both public and private property. This includes catch basins, storm sewer or irrigation.
- The sources of entry into the collection system of illegal connections on both public and private property such as downspout connections or industrial connections, yard drains, or cooling water.
- The sources of entry into the collection system due to broken or missing cleanouts.
- Lost manholes.
- Brakes in the main sewers or laterals that leach to the surface.

Observers will pay particular attention to smoke rising around the foundation of the house where the service pipe likely enters the building.

Recording:

Contractor shall employ electronic means to document each case of improper entry or damage to the collection system. These electronic means shall embed the collected information directly into the file of each defect to avoid recording errors.

As a minimum, smoke testing observations will include:

- The street address.
- GPS coordinates of observation (sub-meter accuracy).
- A digital photograph illustrating the observation (minimum of 5 megapixel).
- Specific notes to permit follow-up activity.

The contractor shall locate the observations along with the recorded information on a detailed map and report to the CITY. Locations and call outs for each defect shall be included on the map.

Paint a mark on the street, using green temporary marking chalk, to assist the CITY in finding defects for follow-up activity.

Reports will be provided to the CITY no later than 5 business days from the completion of any given section or basin. Reports will consist of one printed hard copy and four (4) electronic versions exactly mirroring the hard copy report (i.e., CD's, thumb drives, DVD, etc.).

Smoke Test Result Reporting:

Contractor shall document each case of improper entry or damage to the collection system and provide best case estimate as to the flow and cost incurred by the CITY as a result of the defect. To accomplish this, the observers will:

- Record the type of defect.
- Record the severity of the defect.
- Record the topography influencing the defect.
- Record the volumes of smoke emanating from the defect.

Contractor shall apply the recorded information to generate a detailed report to the CITY which will:

- Estimate the amount of gallons entering the various defects per one inch rain fall.
- Estimate the amount of gallons entering the smoked area per one inch rain fall.
- Estimate the cost to process the inflow entering the various defects per one inch rain fall.
- Estimate the cost to process the inflow entering the smoked area per one inch rain fall.

Provide a detailed estimate of the percentage of inflow and cost to process the inflow, broken down into four categories:

- Lift station.
- Chimney Sections.
- Ring and Cover.
- Laterals.

E. INSTALLATION OF CLEANOUT CAPS:

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to replace cleanout caps where necessary within the CITY's control.

Minor cleanout repairs, limited to replacement of missing or broken cap, coupling or riser (limited to 12" below grade) can be performed by the Contractor provide the homeowner agrees and signs a release. It is expected that the Contractor will attempt to notify the homeowner and acquire approval to perform the repairs (limited to those identified above).

F. INSTALLATION OF CLEANOUT PLUG (Optional Activity):

The CITY may elect to install Cleanout Plugs, in lieu of Cleanout Caps. The CITY's representative will make this decision based on the potential for repeated damage to cleanout caps resulting in continued inflow into the collection system.

The work covered under this section includes, but is not limited to all labor, equipment, materials, supervision and any other efforts required to install LDL® or equivalent plugs in the broken or open cleanouts within the CITY's control during smoke testing.

The plug shall be a LDL® Clean-Out Plug or equivalent consisting of the following:

- Plug body shall be molded, one piece, synthetic urethane polymer material designed to align and seal cleanout.
- Inner seal of plug shall consist of a PVC material fabricated with an internal tapered, beveled seat with a thickness of .187 in and overall height of 1.25 in.
- Plug will not permit gases to escape past it.
- Plug will not permit sewage to flow past it.
- Plug will be removable by utility crews from the surface using embedded hardware molded into the plug body with a corrosion resistant material.

- Retrieval hasp and hardware shall be made of corrosion resistant material and shall protrude at least one inch above the plug body and have a thickness of 0.187 in.
- Plug shall have embedded steel to permit surface detection by metal detector.

Installation:

- Remove cleanout cap (broken or otherwise).
- Contractor shall wipe all cleanouts to remove soil and moisture from the interior of cleanout stack. All loose materials shall be removed by Contractor as they would interfere with plug.
- Contractor will scuff the interior of stack with a file hone.
- Swab interior scuffed area with PVC cleaner.
- Swab exterior of inner seal ring of plug with PVC cleaner.
- Apply PVC glue to interior walls of cleanout and exterior of inner seal ring of plug.
- With surface tools, slide inner seal ring into appropriate point in cleanout. Align with depth gauge installation tool. Twist to glue in place.
- Let cure for 60 seconds.
- Install plug.

NOTE: If the clean-out stack is in such a state of disrepair that it cannot accommodate the proper installation of the cleanout plug, the Contractor shall make a notation in the comment section of the smoke testing report to provide the CITY the opportunity to repair or replace it.

G. REPORT:

The Contractor shall furnish all items (labor, equipment, materials and supervision) necessary to complete a project report. The project report will provide the CITY with a record of work completed and observations made throughout the project. A spreadsheet containing the following will be provided as part of the report:

Manholes:

- Frame — type, size and general condition of frame and cover.
- Chimney — type, general condition and existence of liner in chimney.
- Barrel and invert — type, general condition.
- Pipes — type, sizes, number of pipes in manholes.
- Depth and conditions of manhole, noting any invasion of roots or corrosion in manhole structure.

Cleanouts (included for all requiring cap replacement):

- Depth and condition of the cleanout, noting any invasion of roots in service line or damage.

The CITY shall provide a map of the collection system within the project area. The map will label each manhole and sewer cleanout with a unique identifier. This identifier shall be used to reference to work performed and observations made.

5.0 QUALIFICATIONS OF BIDDER

- Only responsible Bidders who have knowledge and experience of, and are currently engaged in In-Flow Abatement Services will be considered for award. All work shall be performed by skilled and properly licensed Contractors with a minimum of five (5) years of experience in the respective trade or service. Bidder may submit copies of any other licenses or certificates which further demonstrate his/her capabilities.
- Bidders must provide evidence of authorization to transact business in the State of Florida by submitting licensing from the Florida Department of State – Division of Corporations at the time of bid submittal. The Division of Corporations license must be active at the time of submittal.

BID PROPOSAL FORM

PAGE 1 OF 3

SANITARY SEWER COLLECTION SYSTEM IN-FLOW ABATEMENT SERVICE

ITB-UT17-29/KR

The undersigned certifies that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements. In submitting a bid to the City of Cape Coral, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Cape Coral all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Cape Coral. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid.

Addendum #1 ITB-UT17-29/KR Addendum #2 ITB-UT17-29/KR Addendum #_____

BID PROPOSAL FORM

PAGE 2 OF 3

SANITARY SEWER COLLECTION SYSTEM IN-FLOW ABATEMENT SERVICES

ITB-UT17-29/KR

ITEM	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT	UNIT PRICE (B)	TOTAL ITEM COST (AxB)
1	Mobilization/Demobilization	1	LS	\$1.00	\$1.00
2	General Requirements	1	LS	\$1.00	\$1.00
3	Maintenance of Traffic	1	LS	\$1.00	\$1.00
4	Smoke Testing & Report Preparation	100,000	LF	.23	\$23,000
5	Seal Manhole Chimneys	200	EA	\$295.77	\$59,154.00
6	Insert Rain Dishes into Manhole Ring and Covers	200	EA	\$30.50	\$6,100
7	Replace/Install Cleanout Caps	350	EA	\$2.50	\$875.00
8	Install Cleanout Plugs	150	EA	\$68.12	\$10,218.00
9	Lift Station Basin Report	8	EA	\$3003.77	\$24,030.16
TOTAL ESTIMATED CONSTRUCTION COST:					
10	Allowance for Local Government Permits and Fees	1	LS	\$1,500.00	\$1,500.00
TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES:					\$124,880.16

One hundred and twenty four thousand eight hundred and eighty dollars and sixteen cents.

(TOTAL ESTIMATED BID TOTAL IN WORDS)

**BID PROPOSAL FORM
PAGE 3 OF 3**

**SANITARY SEWER COLLECTION SYSTEM
IN-FLOW ABATEMENT SERVICES
ITB-UT17-29/KR**

PRICES SHALL BE EFFECTIVE FOR ONE HUNDRED AND EIGHTY (180) DAYS FROM BID OPENING DATE, AND THEREAFTER IF ACCEPTED BY THE CITY FOR THE TERM DESIGNATED IN THIS BID.

USSI LLC
COMPANY

752 Commerce dr suite 15
ADDRESS

Venice, Florida, 34292
CITY, STATE, ZIP CODE

941-926-2646
PHONE NUMBER

941-926-8917
FAX NUMBER


SIGNATURE

Dion Vlasak
NAME (PRINTED)

Ceo
TITLE

February 25, 2017
DATE

dion@ussiusa.com
E-MAIL ADDRESS

Federal Employer Identification Number or Social Security Number 65-0891727

(Social Security Number required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefit processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.)

REMARKS BY BIDDER:

If there are any deviations, they **MUST** be listed below, otherwise none will be allowed. If additional space is required, attach another sheet to this Bid Proposal. If nothing is listed below, it will be interpreted as meaning NO DEVIATIONS.

BIDDER: USSI LLC

DATE: February 25, 2017 Company Name USSI LLC

SPECIAL CONDITIONS PERMITS AND LICENSES

Permits and licenses necessary for the performance of this work shall be secured and paid for by the awarded vendor(s) prior to execution of the contract or purchase order. Prior to starting any work within the City Right-of-Ways, a Right-of-Way permit must be acquired by contacting the Public Works Department, Chief Engineering Inspector at (239) 242-3214. CITY shall notify the contractor of permits required and reimburse contractor for the applicable fees. Any City permits and fees not disclosed but found to be required, can be billed separately.

If the bidder has a valid state certified contractor's license, they are required to register with the City of Cape Coral, Licensing/Business Tax Division (239-574-0726) in order to work in Cape Coral. If the bidder currently possesses a state certified contractor's license, a **City Competency License** is also required.

If the bidder has a permanent business location with the City of Cape Coral (including branch offices and storage or warehouse facilities), then a **City Certificate of Use** and **Business Tax Receipt** are required.

It is required that each bidder submit with their bid copies of their occupational and/or competency licenses. If the bidder does not hold a current license with the City of Cape Coral, the bidder is required to register with the Licensing Division of the Department of Community Development upon contract award.

Failure to provide evidence of any required occupational or competency licenses may be cause for rejection of bid.

A complete list of Permits fees can be obtained from the Department of Community Development located at Cape Coral City Hall or on the web:

<http://www.capecoral.net/Government/ProjectandBuildingInformation/BuildingDivision/PermitFees/tabid/544/language/en-US/Default.aspx> .

Specific information on licensing requirements may be obtained by calling (239) 574-0430.

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

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted

to USSI, LLC
(Print name of the public entity)

by Dion Vlasak CEO
(Print individual's name and title)

for USSI, LLC
(Print name of entity submitting sworn statement)

whose business address is 752 Commerce Drive Suite 15 Venice, FL 34292

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0891727

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on an attached sheet (required as per IRS Form W-9). Social Security Number required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefit processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.

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

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

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

A A predecessor or successor of a person **convicted** of a public entity crime, or:

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. *(Please indicate which statement applies.)*

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and **convicted** of a public entity crime subsequent to July 1, 1989.

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent **proceeding** before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dion Vlasak
(Signature)

2-25-2017
(Date)

STATE OF FL

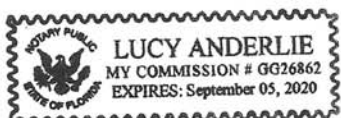
COUNTY OF Sarasota

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Dion Vlasak

(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this 25TH day of Feb, 2017.



Sanitary Sewer Collection System
In-Flow Abatement Services

My Commission Expires: _____

Lucy Anderlie
(NOTARY PUBLIC)
9156020


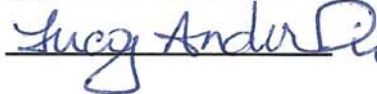
CORPORATE RESOLUTION

I, Dion Vlasak, Secretary of USSI, LLC, a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on February 25th, 2017, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to City of Cape Coral, Florida for the construction of the Sanitary Sewer Collection System IN-FLOW Abatement Service

(Project Name)

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICER	OFFICIAL SIGNATURE
<u>Dion Vlasak</u>	<u>CEO</u>	<u></u>
<u>Lucy Anderlie</u>	<u>President</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 25TH day of February, 2017.

SECRETARY:  DATE: 2-25-2017
(Signature)

CITY OF CAPE CORAL

INVITATION TO BID - BIDDER ACKNOWLEDGEMENTS

BIDS WILL BE OPENED:
12:30 PM, Tuesday, February 28, 2017

BID/PROPOSAL: ITB-UT17-29/KR

AGENCY ISSUE DATE:
January 25, 2017

BID TITLE: Sanitary Sewer Collection System In-Flow Abatement Services

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER: (The City of Cape Coral may collect your Social Security Number for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefit processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes): 65-0891727

VENDOR NAME
USSI llc

VENDOR MAILING ADDRESS
752 Commerce dr suite 15

CITY, STATE & ZIP
Venice, Florida, 34292

TELEPHONE NUMBER
941-926-2646

FAX NUMBER
941-926-8917

TOLL FREE NUMBER
1-888-645-9570

E-MAIL ADDRESS
dion@ussiusa.com

Non-Collusion: I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and **without collusion** or fraud. **I agree to abide** by all conditions of this bid and certify that **I am authorized to sign** this bid for the bidder and that the bidder is in compliance with all requirements. In submitting a bid to the City of Cape Coral, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Cape Coral all rights, title and interest in and all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Cape Coral. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

Signature: _____ Date: February 25, 2017

INVITATION TO BID: This Official Bid Form, Bidder Information, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this bid and by reference are made a part thereof. This Official Bid Form **MUST** be signed and returned with Bid.

PURPOSE: It is the purpose and intent of the Invitation to Bid to secure bids for item(s) and/or services as listed herein for the City of Cape Coral, Florida, hereinafter called the City.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. **The face of the envelope shall contain, in addition to the above addresses, the date and time of the bid opening and bid number.** Bids not submitted on the attached Official Bid Form shall be rejected. All bids are subject to the conditions specified herein. Those that do not comply with these conditions, are subject to rejection.

BUSINESS ETHICS REQUIREMENTS

1. During the course of pursuing contracts with Owner (City of Cape Coral) and while performing contract work in accordance with this bid/agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner best interests.
2. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, subcontractor employees, consultants of contractor, etc.

Contractor employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Contractor employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.

3. Contractor agrees to notify a designated Owner representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.
4. The e-mail address and/or telephone number to report any concerns related to any possible violations of the Owner's Business Ethics Expectations are as follows:

E-mail: Kathy Rose, kruse@capecoral.net
Telephone: 239/574-0831

5. Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by selected Contractor representatives in a form agreeable to Owner stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.
6. Contractor agrees to include this clause in all contracts with subcontractors and material suppliers receiving more than \$25,000 in funds in connection with the Owner's project.
7. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by Owner representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor in their relations with Owner's current or former employees or employee relatives.
8. Contractor agrees to implement a program requiring their employees sign acknowledgements that they have read and understand Owner's Business Ethics Expectations and the related obligations outlined in this contract exhibit.

Signature 

Date February 25, 2017

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

Insurance: The following insurance will be required by the CITY OF CAPE CORAL.

Workers' Compensation: Coverage 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 \$ 1,000,000 each accident.

Comprehensive General Liability: Shall have minimum limits of \$ 1,000,000 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage, XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$ 1,000,000 per occurrence. Combined Single Limit for Bodily Injury and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles, and employees' non-ownership.

Certificate of Insurance: The City of Cape Coral is to be specifically included as an additional insured. This does not pertain to Workers' Compensation. The Certificate of Insurance must include the policy endorsements with additional insured details. The Contractor's insurance policies shall be endorsed to provide that the insurers waive their rights of subrogation against the City to provide that the policies afford primary coverage over any other applicable insurance coverages.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty (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.

Unless otherwise specified, it shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements spelled out above.

All certificates of insurance must be on file with and approved by the City of Cape Coral before the commencement of any work activities.

The contract number and name of the specific bid/project must be included on the Certificate of Insurance and shown under the Description of Operations as provided from the Insurer and included in the insurance policy.


Statement of Bidder:

USSI llc

Firms Name (Printed or Typed)

Dion Vlasak

Name of Firm's Authorized Representative
(Printed or Typed)


Authorized Signature

February 25, 2017
DATE

BIDDER'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. **SUBMITTED TO:** Procurement Division,
2. **SUBMITTED FOR:** Sanitary Sewer Utility Collection System – In Flow Abatement Services

Owner: City of Cape Coral, Florida
3. **TYPE OF WORK:** Provide sanitary sewer collection system in-flow abatement services in previously lined lift station basins in the City of Cape Coral. The sanitary sewer collection system in-flow abatement services is a follow-up to the work performed under the ongoing cured in place pipe (CIPP) lining projects. The work shall include, but is not limited to, smoke testing of sanitary sewer collection system lines complete with a report of the findings; sealing designated manhole chimneys; inserting rain dishes into designated manholes; replacing damaged and/or installing new cleanout caps where applicable; installing cleanout plugs where applicable; and, providing the City with a final report outlining the observed condition of all observed manhole structures and cleanouts.
4. **SUBMITTED BY:** (EACH member of a partnership or qualifying joint venture must complete and submit a completed Bidder's Qualification Statement and Questionnaire.)

Official Name of Firm: USSI llc

Address: 752 Commerce dr suite 15

City/State/Zip: Venice, Florida, 34292

Phone Number: 941-926-2646

Fax Number: 941-926-8917

Email Address: dion@ussiusa.com

Number of years your organization has been in business under its present business name: 18