

# ***INVITATION FOR BID DOCUMENTS***

**IFB NO. 26-016-HG**

**U.S. Highway 27 Water Main Replacement**

**Due: 11:00 a.m., Wednesday, July 22, 2026**

## **CITY OF LEESBURG**

Leesburg Municipal Services Center  
Procurement Division  
204 North 5<sup>th</sup> Street  
Leesburg, FL 34749-0630

Bid Issued by: Hosea Goodwyn, Procurement Manager  
Office: (352) 728-9880

For Solicitation Documents and Updates Visit Our  
[City of Leesburg Bid Opportunities](#) Website





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## **1 FORMS AND ATTACHMENTS**

The following forms are attached and numbered as indicated below.

- PROPOSAL BID FORM
- PROJECT EXPERIENCE INFORMATION – REFERENCES (R-1)
- SUBCONTRACTOR'S LIST
- LIST OF EQUIPMENT
- LIST OF SUPERVISORY PERSONNEL
- CONFLICT OF INTEREST FORM
- BID BOND
- CONTRACT
- PAYMENT AND PERFORMANCE BOND
- RELEASE OF LIEN
- MAINTENANCE BOND
- OTHER SOLICITATION PACKAGE DOCUMENTS (posted as separate individual documents)
  - IFB No. 26-016-HG Attachment A1 – Water Main Replacement, Phase 1 Specifications
  - IFB No. 26-016-HG Attachment A2 – Water Main Replacement, Phase 1 Drawings
  - IFB No. 26-016-HG Attachment B1 – Water Main Replacement, Phase 2 Specifications
  - IFB No. 26-016-HG Attachment B2 – Water Main Replacement, Phase 2 Drawings
  - IFB No. 26-016-HG Attachment C – Itemized Price Schedule
- ADDENDUM (issued as needed to all registered plan holders)



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## **2 BIDDING INSTRUCTIONS, TERMS, AND CONDITIONS**

### **2.1 DEFINITIONS**

Whenever used in this Bid, the Contract, or any other documents pertaining to the item and/or service where these specifications govern, the following terms are used. The intent and meaning will be interpreted as follows:

Addendum

A modification of the Bid/Contract Documents issued by the Procurement Division and distributed to prospective Bidders prior to the bid due date and time.

Bidder

An individual, partnership, or corporation submitting a bid, on the attached Proposal Bid Form, for the item and/or service contemplated.

Bid

The written submittal of a Bidder, submitted on the Proposal Bid Form to provide goods and/or perform the work/services in accordance with the requirements of the Bid Documents and stating the consideration that the Bidder will require for so doing.

Bid Bond

The particular item(s) or service(s) outlined within the attached specifications require(s) that a certified check, cashier's check, or insurance company's **executed** bond made payable to the City of Leesburg in the amount **of five percent (5%) of the base bid** accompany your proposal. To ensure its prompt return, please include the company's name and return address on the face of your good faith check or draft. Checks or drafts accepted as good faith deposits will be retained within the City's Finance Department until award and execution of contract is complete, or until a purchase order is issued to the successful proposer. Any proposer withdrawing his proposal after the proposal opening forfeits the right of return of his good faith deposit.

Change Order

A written order issued by the Procurement Division to the Successful Bidder/Contractor directing certain changes, additions, or reductions in work or services or in the materials or methods to be used.

City

The City of Leesburg, 501 West Meadows Street, Leesburg, Florida 34749.

Contract



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The written agreement between the City and the Successful Bidder/Contractor for the provision of goods and/or performance of the work or services in accordance with the requirements of the Bid Documents and for the payment at the agreed bid price or adjusted as a result of an approved change order.

Contract Documents

The Bidding Documents, Purchase Order, Contract, and Performance and Payment Bond, together with all Addenda, Supplemental Agreements, and Change Orders.

Governing Law

The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.

Invitation for Bid

The announcement requesting the submission of bids.

Project Manager

An authorized representative of the City of Leesburg or Engineer, assigned to make any or all necessary inspections of the goods received and/or work performed by the Successful Bidder/Contractor.

Proposal Bid Form

The attached form on which it is required that bids be submitted.

Specifications

The general term comprising all the directions, provisions, and requirements contained herein, titled "Specifications", Supplemental Agreements, and Change Orders that may be issued for this Bid and resulting contract, all describing the manner of providing goods and/or performing the work or service, including detailed technical requirements and prescribing the relations between the City and the Successful Bidder/Contractor.

Subcontractor

Any individual, partnership, or corporation supplying labor, materials, or equipment for Work under a subcontract to the Contractor.

Subcontracting

The Contractor may subcontract those portions of the Work which are specialized in character and which, under contracting practices, are performed by specialty subcontractors. The Contractor will obtain written approval from the Owner for any and all subcontractors and that portion of the Work that they will subcontract. The Contractor will be fully responsible to the Owner for acts and omissions of his



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subcontractors and there will be no contractual relation between any subcontractor and the Owner.

Successful Bidder/Contractor

The individual, partnership, or corporation to whom the bid is awarded.

Supplemental Agreement

A written proposal and acceptance executed by the Owner and the Contractor, with the consent of the Contractor's Surety, covering the performance and payment of the Work not included in the original Contract which is desired or necessary for the proper completion of the project; or covering changes, additions, or deletions in the Work or in the materials to be used of a magnitude greater than may be properly covered by a Change Order.

Surety

"Surety" is an organization which provides a bond, for a consideration, that promises to be liable for the debt, default, or failure of the Contractor. It is a three-party contract by which one party (the Surety) guarantees the performance or obligations of a second party (the Contractor) to a third party (the Owner).

Protest

Protests of the plans, specifications, and other requirements of bids and requests for proposals must be received in writing by the Procurement Office at least ten (10) business days prior to the scheduled bid submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of bid or contract must be in writing and received in the Procurement Office within three (3) business days of the notice of intent to award. A detailed explanation of the protest must be included.

Venue

Venue for any claim, action or proceeding arising out of this contract shall be Lake County, Florida.

Work

All of the elements and services, including furnishing of materials, tools, labor, equipment, management, etc. required to be performed by the Contractor under the terms of the Contract, Plans, and Specifications in order to deliver the completed project to the Owner

**2.2 OFFICIAL SOLICITATION DOCUMENTS AND SOLICITATION POSTING SERVICE**





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- 2.2.1 The “official” solicitation document, including specifications, and Proposal Bid Form, and solicitation posting is available from the City’s Procurement Division or through the City’s current contracted solicitation posting service company (OpenGov).
- 2.2.2 Interested Bidders should inquire on the solicitation documents directly from the City’s [Solicitation Posting](#) website.
- 2.2.3 This will ensure that Bidders have a complete official solicitation package and record interested Bidders’ contact information for issuance of any addenda and receive solicitation status updates.
- 2.2.4 The City is **not** liable for any errors, omissions, etc. of solicitation postings or any solicitation documents obtained from any sources other than those listed above. The City is **not** responsible for the accuracy, completeness, or timeliness of any documentation or postings the Bidder receives from **any other source**.

**2.3 SOLICITATION UPDATES/STATUS**

City staff will not provide solicitation updates or status information over the phone, by fax, or by e-mail. This information is available electronically. To obtain current information regarding this Solicitation visit our [Solicitation Posting](#) website.

**2.4 SUBMISSION OF BIDS**

- 2.4.1 The Procurement Division shall receive responses to this Solicitation via the City’s eProcurement platform, OpenGov, no later than the deadline due date and time established within the Solicitation. Responses will not be accepted by any other means.

a. **ELECTRONIC SUBMISSIONS (Mandatory Method)**

Enter information and upload completed Forms/Documents using the City’s online solicitation management portal (see the above paragraph titled “Official Solicitation Documents and Solicitation Posting” Service”. visit our [Solicitation Posting](#) website.

**Vendors will need to log in or create an account in advance of uploading submissions.**

When submitting an offer electronically through the Solicitation Posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will be put at a “draft” status and will not be accepted. Only bids that have a status of “Submitted” within OpenGov will be accepted for review.

It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time.



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If technical difficulties arise during the submission of the Solicitation response, it is the Submitting Vendor's responsibility to contact OpenGov technical support. For support, click on the "Help" link on the Solicitation Posting portal.

Should any technical issues with the Platform (not user/Vendor issues) prevents any Vendor from submitting a response within the two (2) hours immediately before the due time, the solicitation due date and time may be extended thru the issuance of an addendum by the City. The technical issue must be by the Platform provider (OpenGov) and affect all participating Vendors. The City shall verify the technical issue or unavailability of the Platform with OpenGov, the system provider. Technical issues localized to a single vendor will not be considered a red cause for an extension. City shall not be responsible for delays caused by any other occurrence.

- 2.4.2 The City and the Solicitation Posting portal site will accept a wide variety of document types, such as Word, Excel, and PDF, though not all formats are supported. You MAY NOT submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, and printing must be enabled. Such actions may cause your submittal to be deemed as "Non-responsive".
- 2.4.3 Your submittal package may include but is not limited to, the Proposal Bid Form, any other required forms, and each accompanying sheet on which an entry has been made by the submitting Bidder.
- 2.4.4 It is the Bidder's responsibility to assure that the submittal is entered and posted online or delivered by the posted submission deadline. The delivery date and time will be scrupulously observed.
- 2.4.5 The City will in no way be responsible for delays in the online system or delivery to the Procurement Division caused by delivery service (US Postal Service, FedEx, UPS, etc.), delivery to any other City office other than the above addresses, traffic, parking, location of facilities or office, or delays caused by any other occurrences.
- 2.4.6 Under no circumstances will submittals received after the due date and time specified to be considered. Submittals received after the due date and time will be disqualified as late and will not be recorded as a responding Vendor. Submittals delivered to the City will be returned to the Vendor unopened.
- 2.4.7 **Do not return the entire solicitation package.** Only the Proposal Bid Form, any other required forms, and each accompanying sheet on which an entry has been made by the Submitting Vendor should be included in their Submittal package.



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- 2.4.8 For Products Only: The Bidder represents that the product(s) to be furnished under this Solicitation is/are new and unused unless specifically so stated and that the quality has not deteriorated so as to impair its usefulness.

**2.5 PREPARATION OF BIDS**

- 2.5.1 Only the Bidder is solely responsible for reading and completely understanding the bid documents and attachments (if any). Failure to do so will be at the Bidder's risk.
- 2.5.2 All bids accepted by the City are subject to the City's terms and conditions and any and all additional terms and conditions submitted by the Bidders are rejected and shall have no force and effect.
- 2.5.3 Bids must be submitted on the attached Proposal Bid Form. The Proposal Bid Form is a mandatory form to ease bid tabulation and analysis; however, additional supportive forms can accompany it. Bids submitted in any other format will be disqualified.
- 2.5.4 Each Bidder will furnish the information required on the Proposal Bid Form and each accompanying sheet thereof on which he makes an entry. All prices and blank spaces in the Proposal Bid Form and accompanying sheets must be filled in legibly and correctly in ink or typed written. No erasure permitted. Mistakes may be crossed out, corrections typed adjacent, and must be initialed and dated in ink by the person signing the bid.
- 2.5.5 An officer or representative who has official authorization to sign bids **MUST** sign the Proposal Bid Form. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled. If the bid is made by an individual, he must sign his name therein and state his business address and the name and address of every other person interested in the bid as principal. If the bid is made by a firm or partnership, its name and business address must be stated as well as the name and address of each member of the firm or partnership. If the bid is made by a corporation, the bid must be signed by some authorized officer or agent, subscribing the name of the corporation with his own name and affixing the corporation seal.
- 2.5.6 An unsigned bid is not a valid offer and therefore, must be signed to be considered by the City.
- 2.5.7 **ELECTRONIC SIGNATURES**  
In accordance with Section 668.001 through 668.06, Florida Statutes, the City will accept electronically filed and signed documents in regards to the execution of contracts and contract related documents meeting the requirements as stated in the City's Procurement Policy.

**2.6 EXCEPTIONS TAKEN TO SPECIFICATIONS**



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- 2.6.1 In the event you elect to bid, but must take exceptions to the bid specifications, the Bidder will be required to make a notation by the particular specification that does not conform to the minimum requirement.
  - 2.6.2 Notation will be in the form of marking through the particular specification taking exception to and indicating the true specification of the item either on the same page the specification is listed or on the Bidders' company letterhead.
  - 2.6.3 Only those pages that the Bidder is taking exception to should be returned with the Bid Proposal Form.

**2.7 WITHDRAWAL OR CORRECTION OF BIDS**

- 2.7.1 Bids may be withdrawn or corrected prior to the due date and time by written request dispatched by the Bidder and received by the Procurement Division before the time for receiving bids has expired. Written requests hand delivered to the Procurement Division may also require identification, such as a business card and/or driver's license.
- 2.7.2 After the bid due date and time, a Bidder cannot withdraw or correct a bid. Negligence on the part of the Bidder in preparing a bid is not grounds for withdrawal or modification of a bid after the bid's due date and time. The bid submitted must be in force for 65 calendar days after opening. Bidders may not assign or otherwise transfer their bid.

**2.8 CONTACT PERSON CONCERNING INQUIRIES OF THIS BID**

- 2.8.1 Every request for interpretations or corrections, whether technical or general in nature, **must** be submitted in writing via the City's eProcurement portal, OpenGov.
- 2.8.2 These inquiries must be received by the Procurement Division via OpenGov, the City's eProcurement platform, no later than **Wednesday, July 8, 2026** in order to provide adequate response time to queries and issue an addendum, if necessary.
- 2.8.3 Questions concerning the technical specifications will be forwarded by this office to the appropriate requesting department/division. All Prospective Bidders are not to contact any member of the Leesburg staff or officials other than the above specified contact person unless explicitly authorized by this office.

**2.9 ADDENDUM**

- 2.9.1 No interpretation of the meaning of the bid documents, attachments (if any), or any other related documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any Bidder orally.
- 2.9.2 Only the interpretation or correction given and issued thru a written addendum by the Procurement Division will be binding, and potential proposers are warned that no other



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source is authorized to give information concerning, explaining, or, interpreting the Solicitation documents.

- 2.9.3 Changes to this Solicitation, when deemed necessary by the City, will be completed only by written Addendum(s) issued prior to the bid submittal deadline. Addendums to the Solicitation will be posted on the City's Procurement Division website (see the above paragraph titled "Solicitation Updates/Status") as they are issued. It is the sole responsibility of Bidders to routinely check this website for any Addendum that may have been issued prior to the submittal deadline for receipt of bids.
- 2.9.4 It is the Bidder's sole responsibility to assure and acknowledge receipt of all Addendums. Bidders should acknowledge the receipt of all addenda as part of their submission. In case any Bidder fails to acknowledge receipts of any such addendum in the space provided on the Proposal Bid Form, the bid will nevertheless be construed as though the addenda have been received and acknowledged, and the submission of the bid will constitute acknowledgment of the receipt of addenda.

**2.10 PUBLIC OPENING**

- 2.10.1 The City will hold a public opening immediately following the posted submittal deadline. This opening will be held via Zoom. Click on the link to access the Bid Opening:  
<https://us02web.zoom.us/j/87625338093?pwd=8VryMHaVx8k5sh7laLYQXhLfEuo3er.1>.  
Meeting ID: 876 2533 8093. Passcode: 346898.
- 2.10.2 Whenever possible, the total base bid amounts tabulated by each Bidder will be read aloud at the public opening. However, bid amounts announced at the public opening are subject to change due to math errors made by Bidders.

**2.11 SOLICITATION TABULATION**

The Solicitation Tabulation is typically made available 48 hours after the submittal deadline. To obtain this information, see the above paragraph titled "Solicitation Updates/Status". City Staff will not provide submittal results over the phone.

**2.12 USE OF TRADE NAMES**

- 2.12.1 Specifications used are intended to be open and nonrestrictive. Any reference to a brand name will not be construed as restricting to that manufacturer, but used as a minimum standard of quality. When the Bidder makes no reference or change on the Proposal Bid Form, it is understood that the Bidder will furnish the specific brand named in the bid. If bidding on an item other than the make, model, brand, or number as shown and offered as an equal, complete technical information, specifications, manufacturers' name, and catalog reference must be clearly stated on the Proposal Bid Form or attached letter. Any deviation between the brand offered and the brand specified must also be clearly indicated.



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- 2.12.2 Certain items will be excluded from the above paragraph. The City has found it effective to standardize on certain items. Approval has been granted by the City Manager or Commission to standardize on specific items. A proper notation will be indicated in the bid for any such items.

**2.13 DELIVERY**

Time of delivery is of the essence in the performance of the contract, and failure to perform in accordance with the delivery deadline(s) set forth in the bid document will constitute default. Unless a written extension is obtained from the City prior to the delivery deadline(s), there will be no excuse for untimely performance. The granting and duration of extensions will be subject to the exclusive discretion of the City.

**2.14 RESERVED RIGHTS OF THE CITY**

- 2.14.1 The City may award any item or group of items or any bid unless the Bidder qualifies his bid by specific limitations.
- 2.14.2 The City reserves the right to accept and award or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its judgment, best serves the interest of and is the best value to the City

**2.15 TAXES**

The City is exempt from paying state and local sales tax when payment is made directly by the City (Florida Statute Ch. 212.08(6)). This exemption does not include sales of tangible personal property made to contractors employed either directly or as agents by the City when such tangible personal property goes into or becomes a part of City inventory owned by the City. The City of Leesburg, Florida has the following tax-exempt certificates assigned:

Certificate of Registry No. 59-6000362 for tax-free transactions under Chapter 32, Internal Revenue Codes.

Florida Sales & Use Tax Exemption Certificate No. 85-8015934594C-5 (eff. thru 07/31/2027).

**2.16 DEFAULT**

As a result of bids received under this Invitation, the award of the bid/contract may be based, in whole or in part, on delivery and specification factors. Accordingly, should the Bidder not meet the delivery deadline(s) set forth in the specifications or should the Bidder fail to perform any of the other provisions of the specifications and/or other contract documents, the City may declare the Bidder in default, and terminate the whole or any part of the contract. Upon declaring the Bidder in default and terminating the contract in whole or in part, the City may procure and/or cause to be delivered the



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equipment, supplies, or materials specified, or any substitutions therefore, and the Bidder will be liable to the City for any excess costs, including but not limited to any reasonable attorney fees should any element of default be litigated in court or disputed in such a manner that requires the services of an attorney, resulting therefrom. Where the Bidder fails to comply with any of the specifications, except for delivery deadlines, the City may, at its discretion, provide the Bidder with written notification of its intention to terminate for default unless prescribed deficiencies are corrected within a specific period. Such notification will not constitute a waiver of any of the City's rights and remedies hereunder.

**2.17 PATENT INDEMNITY**

Except as otherwise provided, the Successful Bidder agrees to indemnify the City and its officers, agents, and employees against liability, including costs and expenses for infringement upon letters patent of the United States arising out of the performance of this bid/contract or out of the use or disposal by or for the account of the City of supplies furnished or services or construction work performed hereunder.

**2.18 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as its own organization, that in connection with this procurement:

- The prices in this bid have been arrived at independently, without competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- Bidder warrants the prices set forth herein do not exceed the prices charged by the Bidder under a contract with the State of Florida Procurement Division.
- The Bidder agrees that supplies/services furnished under this quotation, if awarded, will be covered by the most favorable warranties, the Bidder gives to any customer for such supplies/services and that rights and remedies provided herein are in addition to and not limit any rights offered to the City by any other provision of the bid award.

**2.19 QUALIFICATIONS OF BIDDERS**





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The City reserves the right, before awarding the Bid, to require a Bidder to submit such evidence of its qualification(s) as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder. Bidders may be required to show that they have had experience in work of the same or similar nature and that their organization has been in formal existence and engaged in similar type work for not less than five (5) years.

**2.20 DISQUALIFICATION OF BIDDERS**

2.20.1 Any of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his bid:

- Failure to sign the Proposal Bid Form.
- Failure to submit valid Bid Guarantee (if called for in bid) with Proposal Bid Form.
- Submission of more than one bid for the same work by an individual, firm, partnership, or corporation under the same or different names;
- Evidence of collusion among Bidders;
- Previous participation in collusive bidding on work for the City of Leesburg, Florida;
- Submission of an unbalanced bid in which the prices bid for some items are out of proportion to the prices bid for other items;
- Lack of competency of Bidder. The contract will be awarded only to a Bidder rated as capable of performing the work. The City may declare any Bidder ineligible at any time during the process of receiving bids or awarding the bid where developments arise which, in the opinion of the City, adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken;
- Lack of responsibility as shown by past performance;
- Unsatisfactory Performance/Uncompleted work for which the Bidder is committed by a contract which, in the judgment of the City, might hinder or prevent the prompt delivery and/or completion of the work under this bid if awarded to such Bidder;
- Being in arrears on any of its existing contracts with the City, in litigation with the City, or having defaulted on a previous bid and/or contract with the City.

**2.21 REJECTION OF IRREGULAR BIDS**





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Bids will be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids, or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of bids, or to reject any or all bids.

**2.22 AWARD OF BID**

- 2.22.1 The correct summation of the correct products, obtained by multiplying the estimated quantities shown on the Proposal Bid Form and/or Itemized Bid Tabulation by the unit bid prices entered therein, together with the lump sum bid prices, if any, will be considered as the total bid price. In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern.
- 2.22.2 The bid, if awarded, will be awarded to that responsible Bidder whose bid is in the best interest of, best value to, and most advantageous to the City. Factors the City could include, but may not be limited to, price, compliance with specifications, Bidder's ability to perform, prior performance (if any) with the City, warranty offered, delivery or time of completion, Bidder's financial capability, and other factors specified in the bid.
- 2.22.3 The tentative award recommendation posting date is in the Tentative Calendar of Events paragraph in the General Specifications Section and on the Bid Tabulation. However, this date is subject to change. It will be the responsibility of the Bidder to visit our "Solicitation Posting" website to check on the status of the award recommendation. To obtain this information, see the above paragraph titled "Bid Updates/Status of Bid".

**2.23 SAMPLES**

- 2.23.1 Samples of items, when required, must be furnished free of expense to the City and if not called for within thirty (30) days from the date of notification to retrieve, the same will be disposed of in the best interest of the City.

**2.24 PUBLIC ENTITY CRIME STATEMENT**

- 2.24.1 In accordance with paragraph (2)(a) of Section 287.133, Florida Statutes, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity over the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

**2.25 DRUG-FREE WORKPLACE PROGRAM PREFERENCE**



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- 2.25.1 In Accordance with Section 287.087, Florida Statutes, "Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process."
- 2.25.2 Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program.
- 2.25.3 In order to have a drug-free workplace program, a business shall comply with the requirements as established in the statute. If your business complies with these requirements and would like to be given preference, in case of a tie bid/proposal, then the vendors will be asked to complete a "Drug-Free Workplace Program Certification Form". The Bidder **is not required** to complete the form at this time.

**2.26 PUBLIC RECORDS – SOLICITATION SUBMITTAL INFORMATION AND DOCUMENTS**

Florida law ([Florida Statute 119](#), the Public Records Law) requires that municipal records shall at all times be open for personal inspection by any person. Information and materials received by City in connection with a solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Submitter believes any of the information contained in their response is exempt from the Public Records Law, then the Submitter, must in their response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Submitter agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

**2.27 PUBLIC MEETING AND NOTICES**

- 2.27.1 In accordance with Florida Statute 286.011, all meetings, except as otherwise provided in the Constitution, at which official acts are to be taken are declared to be public meetings open to the public at all times, and no resolution, rule, or formal action shall be considered binding except as taken or made at such meeting. Reasonable notice of meeting a provided under the "Tentative Schedule of Activities" paragraph located in the General Specifications section.

**2.28 OBSERVE ABOVE INSTRUCTIONS**

Failure to observe any of the above instructions and conditions may constitute grounds for rejection of your bid.



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**2.29 PRIORITY OF SPECIFICATIONS**

In the event of conflicts or inconsistencies in the bid documents, priority will be given to the requirements in the Technical Specifications then to the General Specifications of the bid. Technical Specifications override the General Specifications and the General Specifications will override the Bidding Instructions, Terms, and Conditions.

**2.30 TIME EXTENSION OF BID**

In addition, the Board of City Commissioners, Leesburg, Florida, reserves the option to extend the time period of the bid, including all terms and conditions of the bid documents. Such time extension will be by mutual agreement in writing.

**2.31 CONFLICT OF INTEREST**

All Bidders must disclose, with their bid submittal, the name of any officer, Director, or agent who is also an officer or employee of the City of Leesburg. Furthermore, all Bidders must disclose the name of any City of Leesburg officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with this requirement. Please complete and submit the "CONFLICT OF INTEREST STATEMENT FORM" with your submittal.

**2.32 NON-COLLUSION/LOBBYING CERTIFICATION**

All Bidders shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process. Please complete and submit "NON-COLLUSION/LOBBYING CERTIFICATION FORM" with your submittal.

**2.33 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS CERTIFICATION**

The prospective contractor of the City of Leesburg, certifies, by submission of a bid and signing the "Proposal Bid Form", that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Please complete and submit "DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS CERTIFICATION FORM" with your submittal.



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### **3 ADDITIONAL INSTRUCTIONS**

#### **3.1 DEFINITIONS**

Whenever used in these bidding documents, Contract, or in any documents or instruments pertaining to the activity where these specifications govern the following terms are used, the intent and meaning will be interpreted as follows:

**Bid Bond**

A "Bid Bond" is a form of bid security executed by the Bidder as principal and by a surety to guarantee that the Bidder will enter into a contract within the specified time and furnish any required Performance and Payment Bond(s).

**Engineer**

Where the word "Engineer" appears in these specifications, it refers to the City's engineering consultant or its authorized representative.

**Equipment**

All machinery together with the necessary supplies for upkeep and maintenance and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

**Owner**

The project is owned by the City of Leesburg, Florida with whom the Contract will be made. Where the word "Owner" appears in these specifications, it refers to the authorized representative of the City. Bids and all subsequent communications between the Owner and the Contractor will be delivered to the City.

**Performance and Payment Bond**

A "Performance and Payment Bond" is a bond executed by the Contractor/Vendor and by a surety to guarantee that the Contractor/Vendor will perform, in good faith, the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying labor or materials for the work.

**Plans**

The drawings, if any, or reproductions thereof, prepared by the Engineer, which show the locations, character, dimensions, and details of the work to be done. All working drawings submitted by the Contractor and approved by the Engineer become part of the Plans.

**Subcontractor**

Any individual, partnership, or corporation supplying labor, or materials, for work under a subcontract to the Contractor, or the site of the project.



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**Subcontracting**

The Contractor may subcontract those portions of the work which are specialized in character and which, under contracting practices, are performed by specialty subcontractors. The Contractor will obtain written approval from the Owner for any and all subcontractors and that portion of the work that they will subcontract. The Contractor will be fully responsible to the Owner for the acts and omissions of his subcontractors and there will be no contractual relation between any subcontractor and the Owner.

**Supplemental Agreement**

A written proposal and acceptance executed by the Owner and the Contractor, with the consent of the Contractor's Surety, covering the performance of work not included in the original Contract which is necessary to the proper completion of the project, or covering changes, additions or reductions in the work or in the materials or methods to be used of a magnitude greater than may properly be covered by a Change Order.

**Surety**

"Surety" is an organization which, for a consideration, promises in writing to make good the debt or default of the Contractor/Vendor.

**Work**

All work including the furnishing of materials, tools, equipment, incidentals, etc., to be performed by the Contractor under the terms of the Contract, Plans, and Specifications.

**3.2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

The Bidder is required to examine carefully the site of the work and the plans and other bid documents for the work contemplated, and it will be assumed that the Bidder has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Bidder must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a Successful Bidder of his obligations to furnish all materials, equipment, and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his Bid

**3.3 BID GUARANTEE**

Each bid must be accompanied by a Bid Guaranty in the form of a cashier's check made payable to the CITY OF LEESBURG, FLORIDA, or a bid bond, duly executed by the Bidder as Principal and having as surety thereon a surety company satisfactory to the Owner. The surety company issuing the bond must be acceptable to the City as specified in this document. The guarantee so furnished will be in the amount not less than five percent (5%) of the amount of the total bid price. Failure of the Bidder to submit a valid Bid



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Guaranty is not a minor technicality that the City waives and as such if the Bidder fails to submit a valid Bid Guarantee with the Proposal Bid Form the City will reject the bid.

**3.4 GUARANTY OF FAITHFUL PERFORMANCE AND PAYMENT**

A performance and payment bond satisfactory to the Owner, on the form attached to the contract portion of this document, in an amount not less than one hundred (100) percent of the total bid amount will be required of the successful Bidder to guarantee that he will deliver a completed project under his contract in strict accordance with the Contract Documents. The surety company issuing the bond must be acceptable to the City as specified in this document. It guarantees the Bidder will pay promptly all persons supplying him with labor or materials for the work. It further guarantees he will repair or replace for a period of two (2) years after first acceptance by the City all work performed or furnished according to the terms of the Contract, and make good any such defects, thereof, which have become apparent before the expiration of said period of two (2) years. The Successful Bidder will deliver the completed bond to the Owner with the executed Contract as required with the name and telephone number of the agent for Surety Company. It is further required that time on the bond must not expire until final acceptance by the City of Leesburg, after the two-year maintenance period.

**3.5 POWER OF ATTORNEY**

3.5.1 Attorneys-in-fact, who signs bid bonds or performance and payment bonds (if required), must file with such bonds, a certified copy of their authority to sign such bonds.

3.5.2 Attorneys-in-fact, must place name, address, and telephone number on this certification.

**3.6 SURETY COMPANIES ACCEPTABLE TO CITY OF LEESBURG**

3.6.1 To be accepted to the City of Leesburg as Surety for Bid, Payment, Performance, and Materials and Workmanship Bonds, a Surety shall comply with the following provisions:

- A. The surety must be registered and licensed to do business within the State of Florida.
- B. The Surety shall have been in business and have a record of successful continuous operations for at least five (5) years.
- C. The Surety must be licensed to do business in the State of Florida, must be included on the United States Department of the Treasury's Listing of Approved Sureties, and must have at least an "A-" rating in accordance with the most current A.M. Best Company financial strength ratings.
- D. Reinsurance:



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Any risk or portion of any risk, which shall have been reinsured (in which case these minimum requirements contained herein only apply to the reinsuring carrier), in assuming the insurer authorized or approved by the Insurance Commissioner to do such business in the State shall be deducted in determining the limitation of risk prescribed in this section.

E. In the case of a Surety insurance company, there shall be deducted in addition to the deduction for reinsurance, the amount assumed by any co-surety; the value of any security deposited, pledged or held subject to the consent of the Surety and for the protection of the Surety.

F. No compensation shall be made for providing Bonds as prescribed in this section.

**3.7 EXECUTION OF CONTRACT**

The Bidder, to whom the contract is awarded, will within ten (10) days after the date of the award execute and deliver to the Procurement Division the contract, the performance and payment bond, satisfactory to the City of the authority of the person or persons executing the contract and the Certificate of Insurance. The above documents must be furnished, executed, and delivered before the City will execute the contract. The contract will not be binding upon the City until the City has executed it and a copy of the fully executed contract is delivered to the Contractor.

**3.8 FAILURE TO EXECUTE CONTRACT - BID GUARANTY FORFEITED**

Failure upon the part of the Bidder to whom the contract has been awarded to execute and deliver the contract and the performance and a payment bond (if required) and to furnish the evidence required above herein within ten (10) days after the date of the award, will be just cause for the annulment of the award and the forfeiture of the bid guaranty to the Owner, which forfeiture will be considered not as a penalty, but in liquidation of damages sustained. An award may then be made to the next lowest responsible Bidder, or all bids may be rejected and the contract again is advertised.

**3.9 NOTICE AND SERVICE THEREOF**

3.9.1 All notices given by the Senior Buyer, or the assigned representative, under the provisions of this contract will be in writing, and service of the same may be in either of the following manners:

A. By delivery of such Notice to the Contract or any officer of the Contractor if said Contractor is a corporation or to any agent or superintendent of the Contractor.

B. By mailing such notice by registered mail to the address of the Contract shown on the Contractor's bid.





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**3.10 TIME OF CONTRACT**

3.10.1 The time allocated for completion of this project is as follows: Phase 1 – 12 months; Phase 2 – 9 months; and Phases 1 and 2 combined – 21 months. Failures upon the part of the Bidder to whom the contract has been awarded to complete the contract in accordance with the allocated completion durations above will be assessed liquidation damages in the amount of \$1,685 per day.

3.10.2 No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor (including but not restricted to Acts of God or the public enemy, acts of the government, acts of the City, or acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes or delays caused by the failure of the City or the owner of a utility to provide for removal or relocation of existing utility facilities). Any such delays shall not entitle the Contractor to any additional compensation. The sole remedy of the contractor shall be an extension of time obtained in accordance with this section.

3.10.3 The Contractor shall, within five (5) days from the beginning of any such delay, submit to the City a Contract Change Order Request Form explaining the cause of delay, whereupon the City shall ascertain the facts and extent of the delay and extend the time for completing the work if, in his judgment, the findings of fact justify such an extension, and his findings of facts thereon shall be final and conclusive.

**3.11 MAINTENANCE BOND**

Upon completion of the construction and prior to receiving final payment the contractor will be required to provide a maintenance bond in the amount of ten (10%) percent of the contract amount. It will guarantee that he will repair or replace for a period of two years after completion of all work performed or furnished and make good any defects thereof, which become apparent prior to the expiration of that two-year period. The Contractor will obtain the bond through a surety bond agency acceptable to the City as stated in this document. The Surety Company is to provide the address of the Surety Company and the name and telephone number of the agent that serves the local area.

**3.12 PAYMENTS**

Upon receipt of an invoice from the Contractor and certification by the City's Public Works representative of the work done thus far, the City will pay the Contractor ninety percent (90%) of the invoiced amount. Such payment will be considered only as a partial payment and not as part of the final payment to the contractor. The final payment and any part of the retained percentage will not become due and payable until the Contractor has furnished the City with satisfactory evidence that all labor, materials, outstanding claims





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and indebtedness of whatsoever nature arising out of the performance of the contract has been paid. Such final payment, however, will not serve as a release of the Contractor of his sureties from the required guarantee against defects in contract performance for not less than two (2) years from the date of acceptance of the work by the City. Upon expiration of the guarantee period and following a satisfactory re-inspection of the project, the City will in writing release the Contractor, his sureties, and all parties from all obligations.

**3.13 PERMITS**

Unless otherwise provided in the Bid Documents, the Contractor will secure a building permit (City permit fees will be paid by the City), any other required permits, licenses, and inspections necessary for the proper execution and completion of the work which is customarily secured prior to commencing work. The contractor will be responsible for payment of all rejection fees resulting from failed inspections.

**3.14 OWNER DIRECT PURCHASES**

3.14.1 The City reserves the right to issue direct purchase orders for any or all materials and equipment as bid by the successful Bidder in accordance with the Florida Department of Revenue, Rule 12A-1.094.

3.14.2 The Contractor will cooperate fully with the City, providing information for the preparation of purchase orders, monitoring deliveries, and approving invoices.

3.14.3 The procedures below shall be used by the Contractor for ordering, receiving, and paying for materials.

A. **Bid**

Sales tax shall be included in the bid for all equipment, materials, and supplies.

B. **Ordering**

The City, in order to exercise its right to be exempt from sales tax on equipment, materials, and supplies, may elect to purchase certain of these items directly from vendors selected by the Contractor. The use of the City's Tax Exemption shall be used expressly for the purchase of City project materials; use for non-related projects is prohibited.

The Contractor shall complete a City of Leesburg Requisition to each vendor, as necessary. The requisition shall include the following information: name, address, and phone number of the vendor selected by the Contractor; description of the materials, quantity, price, delivery, and any other information as required by the City.

The City will issue a Purchase Order, "Certificate of Entitlement" (as required by the FI Dept of Revenue, Rule 12A-1.094), and a copy of the City's Florida Consumer's



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Certificate of Exemption to the material supplier following receipt of a Requisition from the Contractor. A copy of the Purchase Order and associated documents will be sent to the Contractor, who shall verify that the order was issued correctly. The Contractor shall immediately notify the City of any errors.

**C. Expediting**

The Contractor and Subcontractor(s) shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

**D. Receipt**

The Contractor and Subcontractor(s) shall sign for and receive all materials and forward to the City original packing slips and delivery tickets for all materials delivered for the project. The Contractor and Subcontractor(s) shall be responsible for the safe care, custody, and control of all materials.

**E. Billings / Payments**

All materials ordered by the City for the project shall be billed to the City directly.

The City will forward invoices to the Contractor who shall check all invoices for accuracy and completeness. Contractor's review of invoices must be processed in a timely matter in order to take advantage of the discount payment terms and all discounts shall be accrued to the City. The Contractor shall have the responsibility to immediately notify the City of any errors so the City can request a corrected invoice as necessary.

The contract will be reduced by the net un-discounted amount of all construction materials paid for by the City, plus all sales tax savings thereon.

**F. Passage of Title, Assumption of Risk, and Other Considerations**

The City shall have title to all materials, equipment, and tools from the supplying vendor under these provisions and shall be in the City and at the City's own risk.

The City, or its authorized representative, shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.



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## **4 GENERAL SPECIFICATIONS**

### **4.1 SCOPE**

- 4.1.1 The City of Leesburg seeks to secure the services of a qualified, Florida-licensed Certified Contractor to provide all necessary labor, equipment, tools, materials, supplies, and incidentals to replace 5.5 miles of existing 10-inch water main pipe with 12-inch C900 pipe along U.S. Highway 27, from Middlesex Road to Highland Lake Boulevard.

Work will also include the installation of additional fire hydrants, valves, fittings, and appurtenances. Any fencing, structures, or private property disturbed during the construction must be restored to their original condition upon completion of the project.

Contractor shall follow the engineering design plans provided by the City and perform all work in accordance with the specifications associated with this solicitation.

### **4.2 BACKGROUND**

- 4.2.1 This aging water line has experienced consistent failures over the past five years, requiring the Water Distribution Division to devote significant time, funding, and resources to ongoing repairs. In addition, this improvement project will enhance fire protection capabilities in the surrounding area.

The goal of this project is to improve the water quality and fire protection for the residents and businesses along U.S. Highway 27. Work will also include the installation of additional fire hydrants, valves, fittings, and appurtenances. Any fencing, structures, or private property disturbed during construction must be restored to existing condition upon project completion.

#### **4.2.2 Work**

The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

#### **4.2.3 Erosion and Sedimentation Control**



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Erosion and sedimentation control shall comply with Florida Department of Environmental Protection (FDEP) and City requirements. The Contractor will inspect and repair erosion and sedimentation control BMPs once per week and after every 0.5-inch rain event throughout construction. The Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) permit from the FDEP: The Contractor is responsible for maintenance and adjustments to the erosion and sedimentation control plan based on site specific conditions, phase of construction, etc. to ensure compliance with the NPDES permit.

**4.2.4 Utility Coordination**

The Contractor shall coordinate will all utilities that may be impacted by the Project, including but not limited to, sanitary, water, cable TV, telephone, gas, and electrical.

**4.2.5 As-Built Drawings**

Contractor shall survey as-built elevations of new wastewater structures and grading changes within the Project limits. A copy of the as-built drawings, signed and sealed by a professional surveyor and mapper licensed in the State of Florida, shall be provided by the Contractor.

**4.3 CONTRACT TERM, COMPLETION TIME, TERMINATION, AND SUSPENSION OF WORK**

**4.3.1 Effectiveness**

The agreement(s) resulting from this solicitation will be a single service term contract for the specific goods/work/services described in this solicitation document.

**4.3.2 Duration**

Contract will be issued a notice-to-proceed (NTP) specifying the Project start and completion date, with the number of allowed contract calendar days anticipated to achieve Substantial Completion, and the number of additional days to achieve Final Completion and Acceptance of the project. Liquidated Damages will be assessed for each calendar day that exceeds the established Project date for Substantial Completion. The value of Liquidated Damages in dollars per calendar day, will be established by the prevailing FDOT Standard Specification for Road and Bridges Construction, Section 8-10. Liquidated Damages will be assessed for each calendar day exceeding the established Substantial Completion date, unless additional time has been granted by approved change orders to the Contract, which may include weather days.

**4.3.3 Time of Completion**

- A. The parties understand and agree that time is of the essence in the performance of this Contract.
- B. The Contractor or City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the



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time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the Contractor's or City's control, respectively, whether of a similar or dissimilar nature, which prevents or hinder the performance of the Contractor's or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's or City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

- C. However, under such circumstances as described herein, the City Procurement Manager may at his discretion, cancel this Contract for the convenience of the City.

**4.3.4 Termination for Default**

- A. The performance of Work under this Contract may be terminated by the Procurement Manager, in whole or in part, in writing, whenever the City has determined that the Contractor has failed to meet the performance requirements of this Contract.
- D. The Procurement Manager has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.
- E. Failure of a Contractor to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Procurement Manager or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the Procurement Manager, shall constitute authority for the Procurement Manager to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the Procurement Manager, for any expense incurred in excess of the Contract prices.
- F. Such purchases shall be deducted from Contract quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Manager. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Procurement Manager that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.



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**4.3.5 Termination for Convenience**

- A. The Procurement Manager may terminate, in whole or part, this Contract at its convenience with at least 45 days' prior advance written notice to the Contractor.
- B. In the event of such a termination by the City, the City shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be canceled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.
- C. This agreement may be terminated prior to the end of the Term, immediately, by either party, if the other party makes a general assignment for the benefit of creditors, shall have been adjudicated bankrupt, shall have filed a voluntary petition for bankruptcy, or for reorganization, or effectuated a plan or similar arrangement with creditors, shall have filed an answer to a creditor's petition or a petition is filed against it for an adjudication in a bankruptcy or reorganization, or if the other party shall have applied for or permitted the employment of a receiver or a trustee or a custodian for any of its property or assets

**4.3.6 Suspension of Work**

- A. If the Work is defective and the Contractor has been notified by the City, or if the Contractor fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or if the Contractor fails to supply sufficient supervisory personnel or skilled workmen or suitable materials or equipment, or if Contractor fails to obtain, maintain or renew insurance in conformance with the Contract Documents in a form acceptable to City, or if any insurance company Contractor has obtained insurance from declares bankruptcy or is declared bankrupt, or if Contractor's prosecution of the Work endangers persons or property or violates Laws and Regulations, City may order Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated. City's order to stop the Work may be communicated by City. This right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.
- B. Contractor shall bear all direct, indirect, and consequential costs of such order to stop the Work (including but not limited to fees and charges of engineers, attorneys, and other professionals, any additional expenses incurred by City due to delays to others performing work under a separate contract with City, and other obligations), and Contractor shall further bear the responsibility for maintaining the Progress Schedule and shall not be entitled to any extension of Contract Time or increase in the Contract Price. The City shall be entitled to deduct any expenses so incurred from the Contract Price by issuing a Change Order.



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**4.4 BID PRICE**

- 4.4.1 Unless otherwise stated, the prices will include all labor, equipment, tools, materials, and supplies and all other costs not specifically listed herein. Price will be all-inclusive with no additional hidden costs.
- 4.4.2 The Bidder will specify the price per unit of measure and the extended total, or the lump sum bid price if such is called for, for each item as well as the total price for the entire work under the contract. The unit price for each unit bid will be shown and such price will include packing unless otherwise specified. A total will be entered in the amount column for each item bid. In case of a discrepancy between a unit price and an extended price, the unit prices will be presumed to be correct.
- 4.4.3 The prices offered in this bid will remain firm during the initial period of the agreement.

**4.5 AVAILABILITY OF FUNDS**

The contractual obligations of the City under this agreement are contingent upon the availability of appropriate funds.

**4.6 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES**

- 4.6.1 It is hereby made a part of this Invitation to Bid that the submission of any bid response to this request constitutes a bid made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the Bidder and the governmental agency.
- 4.6.2 At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
- 4.6.3 Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

**4.7 INTERPRETATION OF ESTIMATED QUANTITIES**

The estimated quantities of work to be done and materials to be furnished under this bid are to be considered as approximate only and are to be used solely for the comparison of bids received. The City reserves the right to purchase any, all, or none of its requirements from the Bidder(s) awarded the bid. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor will the Bidder plead misunderstanding or deception because of such estimates of quantities or of the character, location, or other conditions pertaining to the work. Payment to the





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Successful Bidder/Contractor will be made only for the actual quantities of work performed and/or materials furnished in accordance with the bid documents, and it is understood that the quantities may be increased or diminished without in any way invalidating any of the unit or lump sum prices bid. The City does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith, nor will the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location, or other conditions pertaining to the bid requirements. Payment to the Successful Bidder/Contractor will be made only for the actual quantities of work performed and/or materials furnished in accordance with the bid documents, and it is understood that the quantities may be increased or diminished without in any way invalidating any of the unit or lump sum prices bid.

**4.8 COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC**

The Successful Bidder must comply with all applicable federal, state, and local laws guidelines, regulations, etc. This includes, but is not necessarily limited to, DOT, OSHA, EPA, and DEP.

**4.9 ABBREVIATIONS**

Whenever in these bid documents a reference is made to any of the codes, standards, or requirements by abbreviation or name, it will be understood that the codes, standards, and requirements in effect on the date of the advertisement for bid will govern.

**4.10 ORDERING OF SUPPLIES/SERVICES**

4.10.1 Orders for items/services listed in this bid will be accomplished by an executed signed purchase order from the Procurement Division, only. Departments/divisions are not authorized to commit the City to orders.

**4.11 DELIVERY**

**4.11.1 Project Location**

See IFB 26-016-HG Attachment A2 – Leesburg U.S. Hwy 27 Water Main Replacement – Phase 1 - Drawings.

**4.12 INVOICING AND PAYMENT**

4.12.1 No payment will be made for materials ordered or services performed without proper purchase order authorization.

4.12.2 Payment will be accomplished by submission of the invoice, in duplicate, with the Purchase Order number referenced thereon. Invoices are to be mailed to the attention of the "Requisition By" department/division indicated on the Purchase Order.

4.12.3 Payment terms are net 30 days upon delivery and acceptance.





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4.12.4 When applicable, the City is subject to Florida's Prompt Payment Act (see Florida Statutes, Section 218.70-218.79).

4.12.5 The City, or its duly authorized representative, shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions

**4.13 MATERIAL SAFETY DATA SHEETS**

Successful Bidder(s) will be required to submit Material Safety Data Sheets (MSDS), in two sets with this bid, and with each order delivered if the material ordered falls under the Right-To-Know Act.

**4.14 REFERENCES**

4.14.1 Bidders will complete and return, with the Proposal Bid Form, a list of at least three (3) client/customer references including company name, contact person, and telephone number.

4.14.2 The List of References form provided in these bid documents should be used.

4.14.3 If the Bidder already has a preprinted list of references, then indicate on the City's List of References Form "See Attached List". Attach the preprinted list to the City's form and submit both with the Proposal Bid Form.

**4.15 PRE-BID CONFERENCE/SITE VISIT**

**4.15.1 Mandatory Pre-Bid Conference:**

Date: Thursday, June 26, 2026

Location: Venetian Center, 1 Dozier Court, Leesburg, FL 34748

Time: 10:00 A.M.

**4.15.2 Site Visitation:**

A. The Work will be performed at a location that is open to the Public. Bidders are **highly** encouraged to visit the Worksite. City Staff will not be able to answer questions pertaining to the solicitation. Question must be submitted via the City's eProcurement portal, OpenGov.

4.15.3 The responsibility for determination of accurate measurements, the extent of work to be performed and the conditions surrounding the performance thereof shall be the Bidders. Submission of the bid shall constitute an acknowledgment by the Bidder that he is familiar with all such conditions. The failure or neglect of a Bidder to familiarize himself with the site, shall in no way relieve Bidder from any obligations with respect to its bid.

**4.16 ADDITIONAL TERMS AND CONDITIONS**



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Unless expressly accepted by the City, only the terms and conditions in this document shall apply. No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, or warranties. It is understood and agreed that the general and/or any special conditions in this Bid Document are the only conditions applicable to this bid and the Bidder's authorized signature on the Proposal Bid Form attests to this. Exceptions to the terms and conditions will not be accepted.

**4.17 CONTRACTOR PUBLIC RECORDS REQUIREMENTS - CONTRACT FOR SERVICES**

The City of Leesburg is a public agency subject to [Florida Statute, Chapter 119](#) (Florida's Public Records Law). The Contractor that enters into a contract for services with a public agency shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the City in order to perform the service.
- B. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- D. Upon completion of the contract, the Contractor will transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- E. During the term of the contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be



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subject to the approval of the City's Finance Department. The Contractor agrees to make available to the City's Finance Department, during normal business hours and in Lake County, all books of account, reports, and records relating to this contract.

**F. PUBLIC RECORDS CUSTODIAN**

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Custodian of Public Records at:**

**City Clerk  
501 West Meadow Street  
Leesburg, Florida 34748  
(352) 636-5109  
[Public.Records@leesburgflorida.gov](mailto:Public.Records@leesburgflorida.gov)**

**G. The Contractor acknowledges that the City of Leesburg cannot and will not provide legal advice or business advice to the Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the City of Leesburg or its City Attorney to provide such business or legal advice and that Contractor has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement and shall be grounds for termination pursuant to the termination provisions outlined in the contract, solicitation, and/or City purchase order.**

H. A definition of "public records" can be found in [Florida Statute, Chapter 119](#).

I. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule](#) Number GS1-SL for State and Local Government Agencies.

**4.18 E-VERIFY - EMPLOYMENT ELIGIBILITY**

4.18.1 By submitting a response to this Solicitation and if awarded this Solicitation, you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility."



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- 4.18.2 Further, by your response to this Solicitation and if awarded this Solicitation you affirm and represent that you are registered with the E-Verify system and are using the same, and will continue to use the same as required by Section 448.095, F.S.
- 4.18.3 Compliance with Section 448.095 includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.
- 4.18.4 Failure to comply will lead to disqualifying you for award of this Solicitation, entering into a contract, and/or, cancellation of an active contract, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately.
- 4.18.5 Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by the Vendor/Contractor, the Vendor/Contractor may not be allowed to do business with the City or be awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Vendor/Contractor.

**4.19 TENTATIVE CALENDAR OF EVENTS**

<b>Event</b>	<b>Tentative Date</b> <b>(Note: Dates are subject to change)</b>
Non-Mandatory Prebid Conference	Friday, June 26, 2026 at 10:00 A. M. <b>Location:</b> Venetian Center at 1 Dozier Court, Leesburg, FL 34748
Bid Specifications Questions Due:	No later than Wednesday, July 8, 2026 at 4:00 P.M.
Deadline to Issue Addenda:	By 4:30 PM, Thursday, July 16, 2026.
Bids Due and Opening:	No later than 11:00 a.m., Wednesday, July 22, 2026. Bid will be opened immediately after the bid due date and time via Zoom.
Bid Tabulation:	Within two working days after the bid opening.
Intent To Award Recommendation:	Issued by Friday, July 31, 2026.
Award of Bid by City Commission:	<b>*Next scheduled meeting after all pertinent forms and document are complete and ready for award by City Commission.</b>



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## **5 CITY INSURANCE REQUIREMENTS SPECIFICATIONS**

5.1.1 The following insurance requirements will be applicable to any Supplier awarded a Contract. The Contractor will be required to have in force the below insurance for the duration of the project with the City of Leesburg listed as the Additional Insured.

5.1.2 **Insurance and Indemnity Requirements:**

- A. **Scope of Insurance** – The Contractor shall procure and maintain at its own expense, the following minimum insurance coverage, unless otherwise specified in the agreement, contract or lease.
1. All required insurance shall be provided by insurers acceptable to the City with an A.M. rating of at least A: VII
  2. The Contractor shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and other until the completion of that sub-contractor's work.
  3. The required insurance shall be secured and maintained for not less than the limits required by the City, or as required by law, whichever is greater
  4. The required insurance shall not limit the liability of the Contractor. The City does not represent these coverages or amounts to be adequate or sufficient to protect the Contractor's interests or liabilities, but are merely required minimums.
  5. The provisions of the required insurance are subject to the approval of the City's Risk Manager, and upon request, the Contractor shall make available certified copies of the various policies for inspection.
  6. All liability insurance, except professional liability, shall be written on an occurrence basis.
  7. The Contractor waives its right of recovery against the City to the extent permitted by its insurance policies.
  8. Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of the City, if any, shall be considered excess as applicable to any claims which arise out of the agreement, contract or lease.
- B. **Indemnification** – The Contractor shall indemnify and hold harmless the City and its officers and employees, from liabilities, damages, attorneys' losses, and costs, including, but not limited to, reasonable fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contract and other persons employed or utilized by the Contractor in the performance of the contract.



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- C. **Certificate of Insurance** – The Contractor shall provide evidence of required minimum insurance by providing the City an ACORD or other Certificate of Insurance in forms acceptable to City, before any work under the agreement, contract, or lease begins. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the City of Leesburg as additional insured to the extent of the agreement, contract or lease.
1. The Certificate(s) of Insurance shall designate the City as certificate holders as follows: City of Leesburg, Attn: Procurement Manager, P.O. Box 490630, Leesburg, Florida 34749-0630.
  2. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
  3. The Certificate(s) of Insurance shall indicate that the City shall be notified at least thirty (30) days in advance of cancellation.
  4. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
  5. The Contractor, at the discretion of the Risk Manager for the City, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the Contractor's liability coverage(s).
- D. **Comprehensive General Liability** – The Contractor shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of **\$1,000,000 per occurrence** combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations\*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverage, and property damage resulting from explosion, collapse or underground exposures (x,c,u).
- For remodeling and construction projects, the Contractor shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the City's acceptance of the project.
- E. **Business Automobile Liability** – The Contractor shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-



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site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

F. **Workers' Compensation** – The Contractor shall purchase and maintain Worker's Compensation insurance for all workers' compensation obligations imposed by state law and with employer's liability limits of at **least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit** for disease. Contractors exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

G. **Liability** – The Contractor shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a Contract resulting from this solicitation.

5.1.3 All limits are per occurrence and must include Bodily Injury and Property Damage. An insurance carrier must issue all policies with a financial stability that is acceptable to the City's Risk Manager.

5.1.4 All policies are to be considered primary to City coverage and shall not contain co-insurance provisions.

5.1.5 Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintains a Rating of "A" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

**5.2 EXCEPTIONS**

Any exceptions to the insurance requirements and limits must be noted as instructed herein.

**5.3 CITY AS ADDITIONAL INSURED**

The appropriate policies are to be endorsed to include the City of Leesburg as Additional Insured.

**5.4 CANCELLATION CLAUSE**

In the cancellation clause of the Certificate of Insurance the words "ENDEAVOR TO" and "BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVE" shall be excluded and the number "30" inserted in the blank space provided before the words "days prior notice...".





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**5.5 CERTIFICATE OF INSURANCE**

- 5.5.1 The successful Bidder will be required to provide within ten (10) days after Notice of Award, to the Procurement Division Manager, a Certificate of Insurance demonstrating that the successful Bidder is carrying sufficient insurance at the established limits below.
- 5.5.2 The City's Risk Manager shall review the Certificate of Insurance, for determination of adequate coverage. Services will not be ordered or officially commenced until the Certificate has been received and approved by the Risk Manager.

**5.6 REVIEW AND APPROVAL BY CITY'S RISK MANAGER**

- 5.6.1 The City's Risk Manager shall review the certificate of Insurance for determination of adequate coverage.
- 5.6.2 Item/Service will not be ordered until Certificate has been received and approved by the Risk Manager.

**5.7 INDEMNIFICATION**

The successful Bidder shall indemnify and save the City harmless from and against all liability claims for damages, and suits for injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with the services provided for in this agreement. This agreement by the successful Bidder to indemnify and hold the City harmless shall include all charges, expenses, and costs, including attorney's fees, incurred by the City on account of or by reason of such injuries, damages, liability, claims, suits or losses on damages growing out of same.

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## **6 TECHNICAL SPECIFICATIONS**

### **6.1 SCOPE OF WORK AND REQUIREMENTS**

#### **6.1.1 General Instruction**

The City of Leesburg seeks to secure the services of a qualified, Florida-licensed Certified Contractor to provide all necessary labor, equipment, tools, materials, supplies, and incidentals to replace 5.5 miles of existing 10-inch water main pipe with 12-inch C900 pipe along U.S. Highway 27, from Middlesex Road to Highland Lake Boulevard.

Work will also include the installation of additional fire hydrants, valves, fittings, and appurtenances. Any fencing, structures, or private property disturbed during the construction must be restored to their original condition upon completion of the project.

Contractor shall follow the engineering design plans provided by the City and perform all work in accordance with the specifications associated with this solicitation.

#### **6.1.2 Work**

The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the Work. The Contractor shall obtain and pay for all necessary local building permits. The Contractor shall perform and complete the Work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the Work and maintain it during and after construction, until accepted, and shall do all Work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the Work.

#### **6.1.3 Erosion and Sedimentation Control**

Erosion and sedimentation control shall comply with Florida Department of Environmental Protection (FDEP) and City requirements. The Contractor will inspect and repair erosion and sedimentation control BMPs once per week and after every 0.5-inch rain event throughout construction. The Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) permit from the FDEP. The Contractor is responsible for maintenance and adjustments to the erosion and sedimentation control plan based on site specific conditions, phase of construction, etc. to ensure compliance with the NPDES permit.

#### **6.1.4 Utility Coordination**

The Contractor shall coordinate will all utilities that may be impacted by the Project, including but not limited to, sanitary, water, cable TV, telephone, gas, and electrical.



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**6.1.5 As-Built Drawings**

Contractor shall survey as-built elevations of new wastewater structures and grading changes within the Project limits. A copy of the as-built drawings, signed and sealed by a professional surveyor and mapper licensed in the State of Florida, shall be provided by the Contractor.

**6.2 DRAWINGS/PLANS**

The drawings associated with this bid set were originally produced as 24"x36" sheets. Electronic translation and subsequent enlargements/reductions may alter the drawings to make the scales unreliable. DO NOT use these drawings for construction and/or detailed material take-off unless working with original or true-size replicas.

**6.3 SUPPLEMENTAL CONDITIONS**

- 6.3.1** The Contractor shall protect all existing, and newly installed Work, materials, equipment, improvements, utilities, structures, buildings fencing, pipe and underground structures, roadways, and vegetation (including grass) at all times during the course of Work performed under this award. The Contractor shall erect, and maintain adequate barricade around all areas where equipment and materials are being stored, and used. All grass areas, and/or private property that is damaged while Work is under construction shall be restored to its original condition by the Contractor. It is recommended the Contractor, its employees, agents or sub-contractors, during the course of this award, immediately repair, restore, or replace any such damages to the satisfaction of City prior to completion of Work at the Contractor own expense.
- 6.3.2** The Contractor is responsible for locating overhead and underground existing utility (OH-power to telecom lines, etc.; UG-manholes, valves, stormwater structures, etc.) elements that may be affected by the required Work. Utility damages, in any way, shall be the responsibility of the Contractor to have such damages repaired or replaced at Contractor expense to the satisfaction of the Utility Provider.
- 6.3.3** In case of failure on the part of the Contractor to restore of such utility, or make good such damage or injury, the City may, upon forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such utility as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract.
- 6.3.4** Work shall not be considered complete until damages that have occurred, if any, have been repaired to the satisfaction of the City or the Utility Provider.
- 6.3.5** During performance and until final acceptance of the Work, the Contractor is obligated to protect the finished and unfinished Work against any damage or loss. The Contract shall take proper precaution to protect the in-place Work from any such loss or damage



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shall be at the responsibility of the Contractor, whether these arise from acts or omissions of the Contractor. The Contractor shall make repairs, replacements, and make good the damaged utilities and site restorations with compensable extensions of time to the Contract.

- 6.3.6 The Contractor shall, at all times, keep the Work site free of all waste, or surplus materials, rubbish, and debris which is caused by the Contractor, its employees, subcontractors or agents.
- 6.3.7 During progress of the Work, other City Staff or other Contractors may be engaged in the performance other Work on the site. In these events, the Contractor shall coordinate the Work to the performed with other City Staff or other Contractors in such a manner so as not to delay or impact the Work of all engaged parties.

**6.4 SPECIAL CONDITIONS**

**6.4.1 Supervision**

The City shall not exercise any supervision or control over the Contractor employees performing services under the Contract. Said employees shall be accountable not to the City, but solely to the Contractor, who, in turn, are responsible to the City.

**6.4.2 Inadequate Service**

In cases where materials or services are not properly delivered, performed and/or installed, the Contractor will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent Contractors selected to remedy the defect. Acceptance of materials or services shall remain in the City's sole discretion.

**6.4.3 Protection of Property**

At all times, the Contractor shall guard from damage or loss of property of the City, or of other City Contractor, and shall replace or repair any loss or damage unless such damage is caused by the City or other City Contractor. The City may withhold payment, or make such deductions as it might deem necessary, to ensure reimbursement for loss of damage to property through negligence of the Contractor or their agents.

**6.4.4 Unsatisfactory Work**

Unsatisfactory Work shall be corrected by the Contractor within twenty-four (24) hours of notification by the Engineer, Architect or the City.

**6.5 CONTRACTOR QUALIFICATIONS AND EVALUATION OF BIDDER**

In order for the City to determine if the bidder is responsible and to evaluate the ability of a bidder to provide the services called for in this solicitation, the documents below are



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required to be submitted with the Proposal Bid Form. Failing to submit the documents may lead to the bid submittal in question being deemed non-responsive.

**6.5.1 LICENSE AND CERTIFICATIONS Contractor License:**

A. State Contractor's License: Bidder to submit a copy of the current active State of Florida Certified General Contract (CGC) or Certified Underground Utility and Excavation Contractor (CUC) License issued by the State of Florida Construction Industry Licensing Board according to the Florida Statutes, Chapter 489, and will be licensed by all other federal, state, county, and municipality agencies which may have jurisdiction over the type of Work performed under this contract.

B. Certifications: N/A

**6.5.2 SUB-CONTRACTORS AND SUPPLIERS:**

A. Sub-Contractors List:

Bidders **are required** to disclose a complete list of sub-contractors (**Important:** review Section 5 "Insurance Requirements Specifications" for sub-contractor insurance requirements). Bidders **are required** to use the form provided with this solicitation document and submit the list with their Proposal Bid Form. A sub-Contractors list is required and not a technicality that the City waives. Therefore, Bidders should make sure the list is submitted and complete by listing all trades required to complete this project that the Bidder will not perform. The City will reject any bid submittal that does not include a sub-contractors list or if the list is found incomplete. Bidders are not allowed to change or add sub-contractors without just cause approved by the City.

**6.5.3 PROJECT EXPERIENCE:**

In order to assure quality execution of the Project(s), the Bidder (Contractor(s) and/or their sub-contractor) **must** submit on the Project Experience Information form provided in this solicitation document.

**6.5.4 INSURANCE:**

Bidder is to submit proof of insurance in the form of a Certificate of Insurance or Insurance Declaration page. This should comply with all limits as addressed in Section 5. If the Bidder currently does not meet all the limits outlined in Section 5 the Bidder shall supply with their submittal a letter from their insurance company that they are able to purchase the required limits of this solicitation.

**6.5.5 YEARS IN BUSINESS:**

The Bidder should be in business for five (5) years. The City will confirm years in business on the State of Florida Department of Corporations SunBiz website



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(<http://dos.myflorida.com/sunbiz/search/>). If the search yields no results, the Bidder is to submit other similar evidence acceptable to the City, such as:

- Federal/State/County/Local/Etc. Business Registration showing the business's established date or effective registration date.
- Business Tax Receipt for past five (5) years issued by the governmental agency where the business is located.

**Note:** If there was a name change within the past five (5) years, legal evidence of such name change filing may be required.

**6.5.6 REFERENCES:**

The Bidder is to complete and submit references on the City provided List of References Form.

Provide a minimum of three (3) references. References shall be of similar scope and supplied within the past five (5) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind during the contract period.

**6.5.7 VENDOR STATUS:**

Vendor should not be on the State of Florida's "*Scrutinized List of Prohibited Companies*" List. The City will verify vendor is not on the list at [Scrutinized List of Prohibited Companies](#).

**6.5.8 FEDERAL EXCLUDED PARTIES LIST:**

Vendor should not be on the Federal Excluded Parties List. City will verify vendor is not an excluded party on the [SAM](#) website.

**6.5.9 E-VERIFY (per F.S. 448.095):**

Vendor is E-Verify registered. Bidder is required to provide a Memorandum of Understanding (MOU) issued by E-Verify with their submittal. [E-Verify](#) issues the Memorandum of Understanding once the full registration process is complete. The vendor must be registered before the submittal due date to comply with this section.

**6.5.10 LIST OF EQUIPMENT**

Complete the List of Equipment to include equipment available to perform the Work.

List should include the year, make, and model of the vehicles that are owned or leased for the Work that is detailed herein.

**6.5.11 LIST OF SUPERVISORY PERSONNEL**



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Complete List of Supervisory Personnel, to include the name, title, and any certifications obtained to perform the Work.

**6.5.12 CONFLICT OF INTEREST**

All Bidders must disclose, with their bid submittal, the name of any officer, Director, or agent who is also an officer or employee of the City of Leesburg. Furthermore, all Bidders must disclose the name of any City of Leesburg officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with this requirement. Please complete and submit the "CONFLICT OF INTEREST STATEMENT FORM" with your submittal.

**6.5.13 NON-COLLUSION/LOBBYING CERTIFICATION**

All Bidders shall file a statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid to any person for influencing or attempting to influence a member of the City Commission, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process. Please complete and submit "NON-COLLUSION/LOBBYING CERTIFICATION FORM" with your submittal.

**6.5.14 DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS CERTIFICATION**

The prospective contractor of the City of Leesburg, certifies, by submission of a bid and signing the "Proposal Bid Form", that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Please complete and submit "DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS CERTIFICATION FORM" with your submittal.

**6.5.15 GRANT FUNDING COMPLIANCE**

Funding under this contract may be partially provided by the Florida Department of Transportation (FDOT). As such, all applicable federal guidelines, including but not limited to the following, are hereby incorporated herein by reference. The Contractor shall abide by all applicable federal guidelines at all times throughout the execution and completion of this project.

A. Procurement Standards – 2 CFR 200.317 through 200.326



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B. Appendix II to 2 CFR Part 200 – Contract Provisions For Non-Federal Entity Contracts Under Federal Awards

6.6 ADDITIONAL TECHNICAL SPECIFICATIONS

6.6.1 Refer to following attachment for additional technical project information:

IFB No. 26-016-HG Attachment A1 – Water Main Replacement, Phase 1 Specifications

IFB No. 26-016-HG Attachment A2 – Water Main Replacement, Phase 1 Drawings

IFB No. 26-016-HG Attachment B1 – Water Main Replacement, Phase 2 Specifications

IFB No. 26-016-HG Attachment B2 – Water Main Replacement, Phase 2 Drawings

IFB No. 26-016-HG Attachment C – Itemized Price Schedule

**This Area Intentionally Left Blank**



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**PROPOSAL BID FORM**

To: Procurement Division  
Leesburg Municipal Service Center  
CITY OF LEESBURG  
204 North 5<sup>th</sup> Street  
Leesburg, FL 34749

The undersigned hereby declares that after carefully examining these bid documents am fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by 11:00 a.m., **Wednesday, July 22, 2026**, does hereby submit the following bid for completion of said work/item.

**Base Bid Total (In Words):** \_\_\_\_\_

(\$ \_\_\_\_\_)

\*Award based off of Base Bid (Phase 1)

\*\*A signed quantity sheet must be included for the submittal to be considered.

Bid Security in the proper form and in the amount of \$ \_\_\_\_\_ is submitted.

<b>Per Section 2.5.5: REQUIRED</b> A Signed Proposal Bid Form is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 2.5.5: REQUIRED</b> A Signed Itemized Price Schedule is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 3.3: REQUIRED</b> An executed Bid Bond equal to five (5) percent of the total bid price is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.1: REQUIRED</b> Attached to the submittal is a copy of current and active State of Florida Contractor's License(s).	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.2: REQUIRED</b> A copy of Sub-Contractors List is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No

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Company Name: \_\_\_\_\_ PBF - 1





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<b>Per Section 6.5.4: REQUIRED</b> An unendorsed insurance certificate or letter from insurance agent conforming to Section 5 requirements is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.6: REQUIRED</b> A copy of the Bidders Project Experience – Reference is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.9: REQUIRED</b> E-Verify or Bidders Memorandum of Understanding (MOU) by the Department of Homeland Security is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.10: REQUIRED</b> A Copy of the Bidder's List of Equipment is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.11: REQUIRED</b> A copy of the Bidders List of Supervisory Personnel is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.12: REQUIRED</b> A completed Conflict of Interest Statement Form is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.13: REQUIRED</b> A completed Non-Collusion/Lobbying Certification is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No
<b>Per Section 6.5.14: REQUIRED</b> A completed Debarment, Suspension and Other Responsibility Matter Certification is attached to the submittal.	<input type="checkbox"/> Yes or <input type="checkbox"/> No

***FOR THIS BID TO BE CONSIDERED VALID  
IT IS MANDATORY THAT THE BID BE SIGNED  
IN THE SPACE PROVIDED BELOW***

The Bidder hereby acknowledges receipt of the following Addenda, if any:

No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_  
No. \_\_\_\_\_ Dated \_\_\_\_\_

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Proposal Bid Form is a mandatory form to ease bid tabulation and analysis; however, additional supportive forms can accompany it. An officer or representative who has official authorization to sign bids **MUST** sign this Proposal Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

Company Name: \_\_\_\_\_ PBF - 2



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Bids not received by the advertised due date and time (see Bidding Instruction Terms and Conditions section) will be returned to the sender unopened.

Signing the Proposal Bid Form affirms that the original Invitation to Bid document has not been altered in any way.

Company Name (as it appears on the W9) \_\_\_\_\_  
D/B/A Name (if applicable) \_\_\_\_\_  
F.E.I.N \_\_\_\_\_  
DUNS \_\_\_\_\_

Name of Owner/Partner/Officer (Print) \_\_\_\_\_  
Title/Position of Owner/Partner/Officer (Print) \_\_\_\_\_

**Signature of Owner/Partner/Officer** \_\_\_\_\_

Business Telephone \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email Address \_\_\_\_\_

Business Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Address To Send PO \_\_\_\_\_  
City/State/Zip \_\_\_\_\_

Remittance Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_



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## LIST OF REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, contact person, and telephone number. The reference should be similar in scope/specifications (including size, cost, complexity/uniqueness, etc.) as the project/work/service/item described in this solicitation. If the reference contact information is not correct, current, or unavailable, the City is not responsible for obtaining correct/current/available contact information and may elect to consider the reference as non-responsive. Therefore, the Bidder should make sure the reference contact information is correct, current, and available to the City.

1	Company Name:			
	Address:			
	City, State, Zip Code			
	Contact Person			
	Bus Phone:		Email Address:	
	Project/Svc/Item Description:			
	Contract/Order Amt:		Completed/Delivered:	
2	Company Name:			
	Address:			
	City, State, Zip Code			
	Contact Person			
	Bus Phone:		Email Address:	
	Project/Svc/Item Description:			
	Contract/Order Amt:		Completed/Delivered:	
3	Company Name:			
	Address:			
	City, State, Zip Code			
	Contact Person			
	Bus Phone:		Email Address:	
	Project/Svc/Item Description:			
	Contract/Order Amt:		Completed/Delivered:	
4	Company Name:			
	Address:			
	City, State, Zip Code			
	Contact Person			
	Bus Phone:		Email Address:	
	Project/Svc/Item Description:			
	Contract/Order Amt:		Completed/Delivered:	
5	Company Name:			
	Address:			
	City, State, Zip Code			
	Contact Person			
	Bus Phone:		Email Address:	
	Project/Svc/Item Description:			
	Contract/Order Amt:		Completed/Delivered:	

**THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL BID FORM**



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**LIST OF SUB-CONTRACTORS**

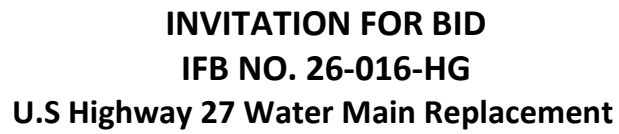
As per the Insurance Requirements Specifications Section, below is a list of sub-contractors and verification that the sub-contract is insured per the Section 5.

*Before the City can issue a purchase order and authorize the successful Bidder to proceed, the successful Bidder may be required to provide proof of insurance for any subcontractor, either by submitting a certificate of insurance indicating the successful Bidder as the insured for workers' compensation statutory limits coverage, or individual certificates of insurance from each subcontractor. Certificates of exemption for these subcontractors will not be accepted in lieu of proof of coverage.*

<b>IF <u>NO</u> SUB-CONTRACTOR(S) EMPLOYED FOR THIS PROJECT</b>
I certify that our Company as the prime vendor will perform <u>all</u> work and no subcontractors will be utilized for this solicitation/contract.
<div style="display: flex; justify-content: space-between;"><div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div><div style="width: 35%; border-bottom: 1px solid black; margin-bottom: 5px;"></div><div style="width: 25%; text-align: right; border-bottom: 1px solid black; margin-bottom: 5px;">____/____/____</div></div> <div style="display: flex; justify-content: space-between;"><div style="width: 35%;">Signature</div><div style="width: 35%;">Title</div><div style="width: 25%; text-align: right;">Date</div></div>

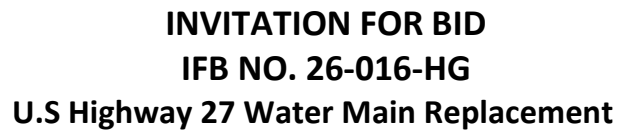
IF SUB-CONTRACTOR(S) <u>WILL</u> BE EMPLOYED FOR THIS PROJECT			
Name of Sub-Contractor	Business Address (City/State only)	Trade (brief description)	Insured per Section 5 (Indicate - Yes/No)
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
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			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

**THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL BID FORM**

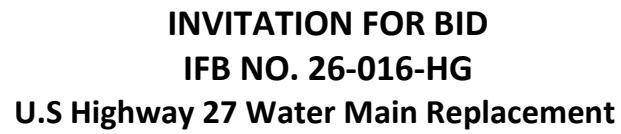


The Bidder bidding on the above-titled solicitation plans to use the material suppliers and materials as follows:

**THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL BID FORM**

[illegible]

Company Name: \_\_\_\_\_ SU - 2



## Description of Equipment

**THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL BID FORM**



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**CONFLICT OF INTEREST STATEMENT FORM**

- A. I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_  
[Insert Title] [Insert Company Name]  
\_\_\_\_\_ and principal office in \_\_\_\_\_.
- B. The entity hereby submits an offer to IFB 26-016-HG, U.S Highway 27 Water Main Replacement.
- C. The AFFIANT has made a diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above-stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Leesburg government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **Conflict of Interest Statement Form**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC





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**U.S Highway 27 Water Main Replacement**

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**NON-COLLUSION/LOBBYING CERTIFICATION FORM**

- A. This sworn statement is submitted with Invitation to Bid, or Contract Number IFB 26-016-HG, titled U.S Highway 27 Water Main Replacement.
- B. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_  
[Name of entity submitting sworn statement]  
\_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)
- C. My name is \_\_\_\_\_ and my relationship to the above is \_\_\_\_\_.  
[Please print name of individual signing]

**D. NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**E. LOBBYING CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal and/or City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than Federal and/or City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, **the Non-Collusion/Lobbying Certification Form**, is truthful and correct at the time of submission.

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC



**INVITATION FOR BID**  
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**U.S Highway 27 Water Main Replacement**

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**DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**  
**CERTIFICATION**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application 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 statutes 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 Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

Printed Name / Title of Representative

---

Contract / Purchase Order Number

---

Signature of Representative

---

Date



**INVITATION FOR BID**  
**IFB NO. 26-016-HG**  
**U.S Highway 27 Water Main Replacement**

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**BID BOND**

STATE OF FLORIDA                                ) ss  
COUNTY OF                                    )  
CITY OF   )

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto the City of Leesburg, Florida, in the penal sum of \$ \_\_\_\_\_ Dollars (Total Sum Written in Words), lawful money of the United States, for the payment of which sum will and truly be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Bid, dated \_\_\_\_\_, for Bid No: 26-016-HG titled U.S Highway 27 Water Main Replacement.

NOW THEREFORE, if the Principal shall withdraw said Bid prior to the date of opening the same, and guarantee a performance and payment bond with good and efficient surety or sureties as may be required, for the faithful performance and proper fulfillment of such contracts and for the prompt payment of persons furnishing labor or materials in connection therewith, or in the event shall within ten (10) days after the prescribed forms are presented to him for signatures, enter into a written Contract with the City of Leesburg, Florida, in accordance with the Bid as accepted. In the event of the failure to enter into such Contract within the time specified the Principal shall pay the City the difference between the amount specified in said Bid and the amount for which the City may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-written parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Signature Page Follows)



**INVITATION FOR BID**  
**IFB NO. 26-016-HG**  
**U.S Highway 27 Water Main Replacement**

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**Sign here if the Contractor is a Partnership or an Individual.**

IN THE PRESENCE OF:

N. A.

(SEAL) \_\_\_\_\_

-Individual Principal-

\_\_\_\_\_

-Address-

(SEAL)

\_\_\_\_\_

-Address-

\_\_\_\_\_

-Business Address-

-Individual Principal-

\_\_\_\_\_

-Business Address-

**Sign here if the Contractor is a Corporation**

ATTEST:

\_\_\_\_\_

-Corporation Principal-

\_\_\_\_\_

\_\_\_\_\_

-Business Address-

(AFFIX CORPORATION SEAL)

By: \_\_\_\_\_

\_\_\_\_\_

-Corporate Surety-

ATTEST: \_\_\_\_\_

\_\_\_\_\_

-Business Address-

(AFFIX CORPORATION SEAL)

By: \_\_\_\_\_

\_\_\_\_\_



**INVITATION FOR BID**  
**IFB NO. 2502701**  
**U.S. Highway 27 Water Main Replacement**

Bond No: \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that, we

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Principal Business address of Contractor)

\_\_\_\_\_  
(Telephone number of Contactor)

\_\_\_\_\_  
(a corporation, partnership, individual)

as **Principal** and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Principal Address of Surety)

\_\_\_\_\_  
(Telephone number of Contactor)

as **Surety**, are bound to:

CITY OF LEESBURG  
501 West Meadows Street  
Leesburg, FL 34749  
352-728-9880

a Political Subdivision of Lake County in the State of Florida as **Owner**, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended.

WHEREAS, the CONTRACTOR has entered into a certain written Contract with the "CITY" dated the \_\_\_\_\_ for Bid No. IFB26-016-HG titled, U.S Highway 27 Water Main Replacement, with the conditions and provisions as are further described in the aforementioned



**INVITATION FOR BID**  
**IFB NO. 2502701**  
**U.S. Highway 27 Water Main Replacement**

contract, which contract is by reference made a part hereof for the purpose of explaining this bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall fully, promptly, and faithfully perform said contract and all obligations hereunder, including all obligations imposed by the contract documents (which include the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, General Specifications and Detail Specifications, Form(s) of Contract Bond(s), Plans and Specifications, and such alterations thereof as may be made as provided for therein) and shall promptly make payments per Section 255.05(1), Florida Statutes to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses, and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default, or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said contract.

2. The undersigned shall promptly make payment to all persons supplying services, labor, material, or supplies used directly or indirectly by said Contractor, or any subcontractor or subcontractors, in the prosecution of the work provided for in the said contract.

3. The undersigned agrees to promptly pay to the Owner any difference between the sum to which the Contractor would be entitled on the completion of the contract and the sum which the Owner may be obligated to pay for the completion of said work by contract or otherwise, including any damages, direct or indirect, or consequential, which the Owner may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the provisions of said contract.

4. The undersigned covenant and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed there under, or the specifications accompanying the same shall in any way affect their obligation on this bond and they do hereby expressly waive notice of any such change, extension of time, alteration or addition.

5. Subject to the Owner's priority, any claimant furnishing labor or materials for said job, whose claim remains unpaid for more than ninety (90) days after the due date, shall have a direct right of action against the Principal and Surety under this obligation, after the written notice of the performance of work, labor or delivery of such materials and non-payment thereof to the Contract.

6. The Contractor shall save the City harmless from any and all damages, expenses, and costs which may arise by virtue of any defects in said work or materials within a period of



**INVITATION FOR BID**  
**IFB NO. 2502701**  
**U.S. Highway 27 Water Main Replacement**

two years from the date of initial acceptance. The principle and surety acknowledge that Section 255.05 of the Florida Statutes states:

Any person entering into a formal contract with the state or any county, city, or political subdivision thereof, or other public authority for the construction of any public building, for the prosecution and completion of any public work, or for repairs upon any public building or public work shall be required, before commencing the work, to execute a payment and performance bond with a surety insurer authorized to do business in this state as surety.

A claimant, except a laborer, who is not in privity with the contractor and who has not received payment for his labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he intends to look to the bond for protection.

A claimant who is not in privity with the contractor who has not received payment for his labor, materials, or supplies shall, within 90 days after the performance of the labor or after complete delivery of the materials or supplies, deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given.

No action shall be instituted against the contractor or the surety on the bond after 1 year from the performance of the labor or completion of delivery of the materials or supplies.

The payment provisions of all bonds furnished for public work contracts described above shall, regardless of form, be construed and deemed statutory bond provisions, subject to all requirements as stated above.

All bonds executed pursuant to this section shall refer to this section by number and shall contain a reference to the notice and time limitation provisions of this section.

The above statutory requirement language shall not reduce or otherwise limit the contractor's and surety's liabilities and obligations to the City as otherwise provided herein.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (Signatures Page Follows)

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**INVITATION FOR BID**  
**IFB NO. 2502701**  
**U.S. Highway 27 Water Main Replacement**

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**PRINCIPAL/CONTRACTOR:**

\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name and title)

(Seal)

Signed, sealed, and delivered in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

-----  
**SURETY:**

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name and title)

(Seal)

Signed, sealed, and delivered in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_





**INVITATION FOR BID**  
**IFB NO. 26-016-HG**  
**U.S Highway 27 Water Main Replacement**

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**RELEASE OF LIEN**

KNOW ALL MEN BY THESE PRESENT, that for and in consideration to the sum of monies, set out in the accompanying Estimate Statement No. \_\_\_\_, is final, which quantity, the receipt of which is hereby acknowledged, is accepted as full and complete compensation for all work done, materials furnished, and damages or claims arising under the City of Leesburg, Contract titled U.S. Highway 27 Water Main Replacement , by

\_\_\_\_\_  
Contractor on the Project

\_\_\_\_\_(SEAL)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
CITY OF \_\_\_\_\_ )

I, \_\_\_\_\_, (person's name) due here by depose and say that \_\_\_\_\_(company) has completed the contract awarded to them by the City of Leesburg, Florida, and that said Contractor has paid all wages due and has paid for all materials furnished in and about the construction of said Contract and has paid all damages and claims whatsoever, including claims by reason of the manner of construction, and that there are no unpaid claims whatsoever upon account thereof.

\_\_\_\_\_  
Signature of Deponent

Sworn to (or affirmed) and subscribed before me by means of \_\_ physical presence or \_\_online notarization this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC