



## **ADDENDUM NO. 1**

### **BID NO. 2014-007 Sanitary Force Main Project**

#### **TO ALL BIDDERS:**

As a result of the pre-bid meeting which was held on Tuesday, February 25, 2014, it was determined that a site visit will be held on Tuesday, March 4, 2014 at 8:00 AM at Margate Middle School Baseball Field, located at 500 NW 65 Avenue, Margate, FL 33063. A portion of this project will take place at this location; and the timing of the construction and security are critical to the completion of the Work. It is strongly recommended that you attend this site visit. There is parking located right next to the fields (refer to the attached aerial site map).

Please obtain directions from your origination point to the baseball fields located at Margate Middle School utilizing the above address.

Sign the acknowledgment form of this addendum and return a copy to the Purchasing Division by either email or fax (refer to Acknowledgement Form). The **original** of the Acknowledgement Form is to be included with your bid submittal.

There are no other changes at this time.

Patricia Greenstein  
Purchasing Manager

## ADDENDUM NO. 1 ACKNOWLEDGEMENT FORM

### BID NO. 2014-007 Sanitary Force Main Project

I acknowledge receipt of Addendum No. 1 for Bid 2014-007. This addendum contains three pages.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Signer \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Please fax your completed form to (954) 935-5258 or e-mail to [purchase@margatefl.com](mailto:purchase@margatefl.com).

Patricia Greenstein  
Purchasing Manager

NOTE: The original of this form must be included with your bid submittal and acknowledged on Page A-9, Item 4, "Bid Proposal Form Bid No. 2014-007".



Sign in

Map



## **ADDENDUM NO. 2**

### **BID NO. 2014-007 Sanitary Force Main Project**

Date: March 13, 2014

#### **TO ALL BIDDERS:**

**Please make note of the following answers/clarifications to the above referenced specifications:**

#### **Question 1: Can you please provide the Bid Package in PDF Format?**

*Response: The following information has already been provided in PDF format on the CD accompanying the bid packet:*

1. *Part II Form of Agreement*
2. *Part III Technical Specifications*
3. *Part IV Plans*

*The remaining section Part I – Bidding Requirements is attached as a PDF file to this addendum.*

#### **Question 2: Please confirm that the Bid Package is to be comprised of the "Notice Inviting Bid" including Page A-1 through A-23, and including a sample certificate of insurance.**

*Response: Page A-1 through A-23, including the 5% Bid Security and a sample certificate of insurance is part of the bid packet. Please ensure that all pages requiring information are completed and submitted with your bid response. The total Bid Package is comprised of:*

1. *Part I – Bidding Requirements*
2. *Part II – Form of Agreement*
3. *Part III – Technical Specifications*
4. *Part IV – Plans*

**Question 3: In the pre-bid meeting the City stated that there would be no permit fees. Page A-6 states that the City permit fees will not be waived. Please provide clarification. If permits will be required by the City of Margate, please provide a list of required permits and costs.**

*Response: This project does not require permits to be issued from the Building Department, however, an Engineering Permit is required from the City Engineering Department and the fee for this permit will be waived.*

**Question 4: Can the lot on the east end of the project be used for equipment and material staging?**

*Response: The use of the southeast corner of the CRA property for staging is possible. However, the Contractor will be required to install a fence with screening around the area, and restore the site back to its original condition once the job is complete.*

**Question 5: What will be required by the School and Baseball League during construction and after?**

*Response: During construction the Contractor will insure the project work located on the Margate Middle School grounds, with the Broward County Public Schools (BCPS) as additionally insured. Additional insured address for the School Board is as follows:*

School Board of Broward County, Florida  
600 S.E. Third Avenue  
Fort Lauderdale, Florida 33301

Arrangements were made with the Baseball League. No games will be played on that field this summer.

**Question 6: Can you please provide details on the orange clay to be used to restore the baseball field, as well as whom the City purchases the clay from?**

*Response: A 30% clay and 70% sand mix is used for the baseball field at Margate Middle School. The supplier information is listed below:*

Soil Tech Distributors, Inc.  
3355 NW 41 Street  
Miami, FL 33142  
Phone: 305-637-5567

**Question 7: Are there any special shutdown procedures for the tie-in of the existing 12" FM on SR 441?**

*Answer: Prior to the connection of the proposed 20" forcemain to the existing 12" forcemain, the Contractor must coordinate with the City regarding shutdown of the existing main. The tie-in work must be performed during the evening hours, after peak flow, and the work must be completed and the existing main placed back into service within 6 hours.*

**Question 8: Are there special wage rates for this project?**

*Response: There aren't any specially assigned wage rates for this project.*

**Question 9: On sheet C-6 the proposed 20" forcemain is being installed parallel to an existing 8" gravity sewer main. The gravity sewer main is higher than the proposed 20" forcemain. Due to the size of the proposed forcemain, its proximity to the existing gravity sewer main, and the depth of the installation in relation to the sewer main the installation of the forcemain will disturb the trench of the gravity sewer main and undermine the utility for a long distance. Did the City take this into consideration in the design and the restoration?**

*Response: It is the Contractor's responsibility to utilize the appropriate method(s) of construction during the installation of the proposed forcemain, and to utilize the appropriate method(s) of construction to protect the existing gravity sewer main and other existing utilities.*

Sign the acknowledgment form of this addendum and return a copy to the Purchasing Division by either email or fax (refer to Acknowledgement Form).

**THERE ARE NO OTHER CHANGES AT THIS TIME.**

**The original of the attached "Acknowledgement Form" must be included with your bid submittal and acknowledged on Page A-9, Item 4, "Bid Proposal Form Bid No. 2014-007".**

Patricia Greenstein  
Purchasing Manager

## ADDENDUM NO. 2 ACKNOWLEDGEMENT FORM

### BID NO. 2014-007 Sanitary Force Main Project

I acknowledge receipt of Addendum No. 2 for Bid 2014-007. This addendum contains five pages and a PDF file of Part I - Bidding Requirements.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Signer \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Please fax your completed form to (954) 935-5258 or e-mail to [purchase@margatefl.com](mailto:purchase@margatefl.com). to confirm receipt of this addendum.

Patricia Greenstein  
Purchasing Manager

**NOTE: The original of this form must be included with your bid submittal and acknowledged on Page A-9, Item 4, "Bid Proposal Form for Bid No. 2014-007".**



# CITY OF MARGATE

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## **CONTRACT DOCUMENTS AND SPECIFICATIONS FOR SANITARY FORCE MAIN INSTALLATION**

BIDDING REQUIREMENTS  
CONTRACT FORMS  
CONDITIONS OF THE CONTRACT

**BID NO. 2014-007**



**CRAIG A. SMITH & ASSOCIATES**

7777 Glades Road, Suite 410

Boca Raton, FL 33434

Tel (561) 314-4445 Fax (561) 314-4457

CAS Project No. 11-1610

SECTION 00010

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## **PART I – BIDDING REQUIREMENTS**

## NOTICE INVITING BID

**SUBMITTING PROPOSALS:** Sealed bids will be received in the Purchasing Division Office, Finance Department, City Hall, 5790 Margate Boulevard, Margate, Florida 33063 until **11:00 A.M., Tuesday, March 18, 2014**, for a completed project for the **City of Margate Sanitary Force Main Installation**. A Pre-Bid Conference will be held at **10:00 A.M. on Tuesday, February 25, 2014** in the Training Room at the City of Margate Department of Environmental and Engineering Services (DEES), 901 N.W. 66<sup>th</sup> Avenue, Margate, Florida. All bids received will be publicly opened at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidder to deliver their proposal to the Purchasing Division on or before the date and time specified.

**NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED.** Bids must be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by **"SEALED BID FOR , THE CITY OF MARGATE SANITARY FORCE MAIN INSTALLATION, BID NO. 2014-007"** address where bid is to be delivered or mailed to, and the date and time of bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so may be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

**COMPLETION OF WORK:** The work shall be completed within **270** calendar days after the commencement date stated in the Notice to Proceed.

The Contract Documents may be obtained at the office designated for submitting proposals, upon payments of **\$75.00 (non refundable)** for each set of Contract Documents (including full scale drawings and specifications).

**BID SECURITY:** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond in the amount of 5 percent of the Total Bid Price payable to the City of Margate as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement.

The Bidder shall guarantee the Total Bid Price for a period of 90 calendar days from the date of bid opening.

**PROJECT ADMINISTRATION:** All communications and technical questions relative to this Work shall be directed to the ENGINEER prior to bid opening.

**CRAIG A. SMITH & ASSOCIATES  
7777 GLADES ROAD, SUITE 410  
BOCA RATON, FL 33434  
(561)791-9280**

The City of Margate (Owner) reserves the right to waive informalities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

OWNER: CITY OF MARGATE

## **INSTRUCTIONS TO BIDDERS**

**1. DEFINED TERMS.** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a Bid to a Bidder.

**2. COMPETENCY OF BIDDERS.** In selecting the Bidder, deemed to be in the best interest of the City of Margate, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the WORK covered by the Bid. To this end, each Bid shall be supported by a statement of the Bidder's experience as of recent date on the form entitled "INFORMATION REQUIRED OF BIDDER," bound herein. No Bid for the WORK will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the WORK is to be performed (if required by the State and County) applicable to the type of work bid upon at the time of opening Bids.

**3. DISQUALIFICATION OF BIDDERS.** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the OWNER believes that any Bidder is interested in more than one Bid for the WORK contemplated, all Bids in which such Bidder is interested will be rejected. If the OWNER believes that collusion exists among the Bidders, all Bids will be rejected.

### **4. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

**4.1** It is the responsibility of each Bidder before submitting a Bid, to:

- (a) Examine the Contract Documents thoroughly,
- (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the WORK,
- (c) Consider federal, state and local Laws and Regulations that may affect cost, progress, or performance of the WORK,
- (d) Study and carefully correlate the Bidder's observations with the Contract Documents, and
- (e) Notify the ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents.

**4.2 Not Used**

**4.3 Not Used**

**4.4** Information and data reflected in the Contract Documents with respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the OWNER and the ENGINEER by the owners of such underground utilities or others, and the OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Agreement or Contract Documents.

**4.5** Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Utilities and other physical

conditions, and possible changes in the Contract Documents due to differing conditions appear in the Agreement.

**4.6** Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the WORK and which the Bidder deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Contract Documents.

**4.7** On request in advance, the OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

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

**4.9** The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of "Bidder's Examination of Contract Documents and Site" contained herein, that without exception the Bid is premised upon performing the WORK required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

**5. INTERPRETATIONS:** All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer in writing. Interpretations or clarifications considered necessary by the ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the ENGINEER or OWNER as having received the Contract Documents. **Questions received less than 7 days prior to the date for opening of bids may not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**6. BID SECURITY, BONDS:** Each Bid shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Notice Inviting Bids. Said check or bond shall be made payable to the OWNER and shall be given as guarantee that the Bidder, if awarded the WORK will enter into an Agreement with the OWNER, and shall furnish the necessary Insurance Certificates, Payment Bond and Performance Bond, each of said bonds to be in the amount stated in the Agreement. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case maybe, shall be forfeited to the OWNER. If the Bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

- 7. RETURN OF BID SECURITY:** Within 14 days after award of the Contract, The OWNER will return the Bid securities accompanying such of the Bids as are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany.
- 8. BID FORM:** The Bid shall be made on copies of the bidding schedule bound herein.
- 9. SUBMISSION OF BIDS:** Refer to NOTICE INVITING BIDS.
- 10. DISCREPANCIES IN BIDS:** In the event there is more than one Bid item in a Bidding schedule, the Bidder shall furnish a price for all Bid items in the schedule, and failure to do so will render the Bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the CONTRACTOR shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the CONTRACTOR shall be bound by said correction.
- 11. QUANTITIES OF WORK:** The quantities of work or material stated in unit price items of the bid are supplied only to give an indication of the general scope of the WORK; the OWNER does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the WORK by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.
- 12. WITHDRAWAL OF BID:** The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids for receipt of Bids prior to the scheduled closing time for receipt of Bids.
- 13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS.** Unauthorized conditions, limitations, or provisos attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid Forms shall be without interlineations, alterations or erasures in the printed text. Alternative Bids will not be considered unless called for. Oral, telegraphic, telephonic, or electronically transmitted Bids or modifications will not be considered.
- 14. LIQUIDATED DAMAGES:** Provisions for liquidated damages if any are set forth in the Agreement.
- 15. SUBSTITUTE OR "OR EQUAL" ITEMS:** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier and the name is followed by the words "or-equal", the Bidder may write the name of the substitute Supplier (which the Bidder considers as an "or-equal") in the Proposed Substitute Equipment/Material Supplier List in the Bid Form. These substitute suppliers will only be considered after award of the Contract. The procedure for the submittal of substitute or "or-equal" products is specified in the Section entitled "Contractor Submittals" of the General Requirements.

**16. AWARD OF CONTRACT:** Award of a contract, if it be awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications and as listed in the Named Equipment/Material Supplier List and will be made to the Bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise specified, any such award will be made within the period stated in the Notice Inviting Bids that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid Items in an individual bidding schedule. In the event the WORK is contained in more than one bidding schedule, the OWNER may award schedules individually or in combination. In the case of 2 bidding schedules which are alternative to each other, only one of such alternative schedules will be awarded.

**17. EXECUTION OF AGREEMENT:** The Bidder to whom award is made shall execute a written agreement with the OWNER on the form of agreement provided, shall secure all insurance, and shall furnish all certificates and bonds required by the Contract Documents within 14 calendar days after receipt of the Agreement Forms from the OWNER. Failure or refusal to enter into an Agreement as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the bidder who has been awarded the bid pursuant to paragraph 16 refuses or fails to execute the agreement, the OWNER may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third Bidder (who has been awarded the contract) to execute the Agreement each such Bidder's Bid Security shall be likewise forfeited to the OWNER.

**18. SITE INSPECTION:** Bidder is responsible for a site inspection and final determination of all materials, labor and equipment required in their proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his work. Before proceeding with work, Contractor will be solely responsible for accuracy of measurements and laying out of work; will correct errors or defects due to faulty measurements taken, information obtained, layout or due to failure to report discrepancies.

**19. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidder to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the City.

**20. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of 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.

- 21. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 22. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 23. TAXES:** The City of Margate is exempt from all Federal and State taxes.
- 24. STANDARDS OF SAFETY:** The bidder warrants that the product(s) and services supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Refer to attachment - Compliance with Occupational Safety and Health Act).
- 25. ASSIGNMENT:** The contractor shall not transfer or assign the performance required by this bid without the proper written consent of the City of Margate. Any award issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City of Margate.
- 26. NO BID:** See City of Margate "Statement of No Bid" form incorporated into the bid proposal package.
- 27. OMISSION OF DETAILS:** Omission of any essential details from these specifications will not relieve the contractor of supplying such work as specified.
- 28. REGULATIONS:** All applicable laws and regulations of the Federal Government, State of Florida, Broward County and Ordinances of the City of Margate will apply to any resulting award of contract.
- 29. CITY PERMITS:** The CONTRACTOR shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. City permit fees will not be waived and should be included in your bid proposal. A City permit fee schedule can be obtained from the City's website at [www.margatefl.com](http://www.margatefl.com) under the Building Department by clicking on the link provided for permit fees.
- 30. NOTICE TO PROCEED:** The contractor shall commence work within ten (10) days after receipt of Notice to Proceed from the Owner unless otherwise stated. After start of work Contractor to remain on site until work is completed.
- 31. LIABILITY INSURANCE:** The bidder will assume the full duty, obligation and expense of obtaining all insurance required. The City of Margate and Engineer shall be an additional insured under all policies required by this proposal. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 certificates of insurance which indicate the insurance coverages have been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on the accompanying Agreement.

**32. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save, and hold harmless the City, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this construction contract.

**33. IDENTICAL TIE BIDS:** Refer to Attachment - Drug Free Workplace Program Form.

**34. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Margate employee is also an owner, corporate officer, or employee of their business

Indicate either "Yes" (a city employee is also associated with your business), or "No". If "Yes", give person(s) name(s) and position(s) with your business.

NO \_\_\_\_\_ YES \_\_\_\_\_ NAME & POSITION \_\_\_\_\_

(Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.)

**35. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstance has ceased to effect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order license, priority, seizure, requisition, or allocation, failure to delay of transportation shortage of or inability to obtain supplies, equipment, fuel or labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

**36. WARRANTIES:** Warranty of Merchantability - Successful offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, or good quality and free from defects, whether patent or latent in material and workmanship.

Warranty of Material and Workmanship - Successful Offeror warrants all material and workmanship for a minimum of one (1) year from date of completion and acceptance by CITY. If within one (1) year after acceptance by CITY, or within such larger period of time as may be prescribed by Law any of the work is found to be defective or not in accordance with the contract documents, successful offeror shall promptly after receipt of written notice from CITY to do so, promptly correct the work unless CITY has previously given successful offeror a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose - Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Successful Offeror understands and agrees that CITY is purchasing the equipment in reliance upon the skill of successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the proposal, then CITY, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

Warranty of Title - Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that successful offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrance whatsoever against said equipment.

**37. LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court in Broward County, Florida. The parties waive jury trial for all disputes.

**38. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**39. PRESENCE OF ASBESTOS MATERIALS:** If in the course of work, the Contractor encounters any existing materials which he suspects contain asbestos, the Contractor will stop work in that area immediately and notify the City.

**40. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.

**41. NON-COLLUSION STATEMENT** – By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud.

**42. RECORDING OF BONDS** - Pursuant to the requirements of Section 255.05(l)(a), Florida Statutes, it shall be the duty of the CONTRACTOR to record payment and performance bonds in the public records of Broward County, with the CONTRACTOR to pay all recording costs.

**43. EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where rescue, fire, police and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended city personnel must be notified and the driver must state where they will be at all times.

**BID PROPOSAL FORM BID NO. 2014-007**

**BID TO:       CITY COMMISSION  
                  CITY OF MARGATE**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to perform the WORK as specified or indicated in said Contract Documents entitled:

**CITY OF MARGATE SANITARY FORCE MAIN INSTALLATION  
BID NO. 2014-007**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The Bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.

4. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number		Date	
	_____		_____
	_____		_____
	_____		_____

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, WORK, site, locality where the WORK is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the WORK and has made such independent investigations as Bidder deems necessary.

6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said Bidder further agrees to complete the WORK required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME OF SIGNER \_\_\_\_\_  
(Print or Type)

TITLE OF SIGNER \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ FACSIMILE NO. \_\_\_\_\_

**SCHEDULE OF BID PRICES - BID NO. 2014-007**

**TO: CITY COMMISSION  
CITY OF MARGATE**

**(Please fill in all blanks and return with your proposal)**

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

**CITY OF MARGATE  
SANITARY FORCE MAIN IMPROVEMENTS  
CAS PROJECT NO. 11-1610**

- 1. BIDDER AGREES TO PERFORM ALL THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS FOR THE FOLLOWING LUMP SUM AND/OR UNIT PRICES.**
- 2. THE CITY RESERVES THE RIGHT TO SUBSTITUTE AND/OR DELETE ITEMS AS NECESSARY TO MEET FUNDING BUDGET.**
- 3. BIDS SHALL INCLUDE SALES TAX AND ALL OTHER APPLICABLE TAXES AND FEES.**
- 4. ANY DISCREPANCY BETWEEN THE UNIT AND THE TOTAL, THE UNIT COST PREVAILS.**
- 5. BIDDER IS TO INCLUDES FULL RESTORATION COSTS INTO THEIR UNIT PRICES EXCEPT FOR THE FINAL LIFT OF ASPHALT.**

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
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**Note: City permit fees shall not be waived and should be included in your proposal.**

THE LUMP SUM (LS) PRICES FOR ITEMS 1-4 SHALL BE DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SPECIFICATIONS AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS. COSTS FOR PRE-CONSTRUCTION SURVEY, OFF-DUTY POLICE OFFICERS, AND CONSTRUCTION PHOTOGRAPHS ARE TO BE INCORPORATED INTO ITEM 1.

1	Mobilization and Demobilization	1	LS	_____	_____
2	Maintenance of Traffic	1	LS	_____	_____
3	Survey Stakeout and As-Builts	1	LS	_____	_____
4	Density Testing	1	LS	_____	_____

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
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#### ROAD WORK ITEMS 5 - 9

THE PRICE FOR EACH DEMOLITION AND ROAD WORK ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, DE-WATERING, DE-WATERING PERMITS, ABANDONMENT, REMOVAL OR RELOCATION OF EXISTING UTILITIES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, PAVEMENT INSTALLATION, SOD REPLACEMENT, REGRADING OF EXISTING ROAD SURFACES, MIXING AND REGRADING OF EXISTING BASE MATERIAL, DRIVEWAY INSTALLATION, STRIPING AND SIGNALIZATION REPAIR, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE UNLESS THE EXCAVATIONS EXCEED TEN (10) FEET IN DEPTH.

5	1 1/4" Asphalt Overlay	5000	SY	_____	_____
6	1 1/2" Type S-III Asphalt Pavement	150	SY	_____	_____
7	8" Compacted Limerock Base	160	SY	_____	_____
8	12" Compacted Sub-base (LBR 40)	160	SY	_____	_____
9	Striping	1	LS	_____	_____

#### SANITARY FORCE MAIN AND APPURTENANCES - ITEMS 10-37

##### (INCLUDES FULL RESTORATION)

THE PRICE FOR EACH SANITARY FORCE MAIN CONSTRUCTION ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, SHEETING, DE-WATERING, DE-WATERING PERMITS, PIPE, CONNECTION TO EXISTING UTILITIES, DEFLECTION TO AVOID EXISTING UTILITIES, TRACER WIRE AND APPURTENANCES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, SIDEWALKS, CURBING, FLUMES, FENCING, LANDSCAPE RESTORATION, SOD, CLAY BALLFIELD RESTORATION, BALLFIELD SOD RESTORATION, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE UNLESS THE EXCAVATIONS EXCEED TEN (10) FEET IN DEPTH.

10	20" DIP Sanitary Force Main	3300	LF	_____	_____
11	20" DIP Sanitary Force Main (Jack & Bore w/ 36" Sleeve)	135	LF	_____	_____
12	20" HDPE (DIPS) Sanitary Force Main (DR 11)	950	LF	_____	_____
13	12" DIP Sanitary Force Main	25	LF	_____	_____
14	6" DIP Sanitary Force Main	650	LF	_____	_____
15	20" Gate Valve	5	EA	_____	_____
16	12" Gate Valve w/ Mymax Coupling	2	EA	_____	_____
17	6" Gate Valve	2	EA	_____	_____
18	Automatic Air Release Valve w/ Box	5	EA	_____	_____

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
19	36" x 20" Tapping Sleeve	1	EA		
20	20" x 20" Tee (MJ)	1	EA		
21	20" x 6" Tee (MJ)	1	EA		
22	6" x 6" Cut-In Tee	1	EA		
23	20" x 90° Bend (MJ)	7	EA		
24	6" x 90° Bend (MJ)	3	EA		
25	20" x 45° Bend (MJ)	15	EA		
26	6" x 45° Bend (MJ)	2	EA		
27	20" x 22.5° Bend (MJ)	2	EA		
28	12" x 22.5° Bend (MJ)	2	EA		
29	20" x 11.25° Bend (MJ)	7	EA		
30	12" x 11.25° Bend (MJ)	2	EA		
31	6" x 11.25° Bend (MJ)	3	EA		
32	20" x 12" Reducer (MJ)	2	EA		
33	12" Plug	1	EA		
34	6" Plug	1	EA		
35	Connect to Exist. 36" FM at Margate WW/WTP	1	LS		
36	Connect to Exist. 6" Force Main on East River Drive	1	LS		
37	Connect to Exist. 12" Force Main on US 441	1	LS		

**MISCELLANEOUS - ITEMS 38-44**

**(INCLUDES FULL RESTORATION)**

THE PRICE FOR EACH MISCELLANEOUS CONSTRUCTION ITEM SHALL INCLUDE BUT NOT BE LIMITED TO ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO INSTALL AND CONSTRUCT THESE ITEMS IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS WHICH INCLUDE ALL SAW CUTTING, ASPHALT REMOVAL AND DISPOSAL, EXCAVATION, SHEETING, DE-WATERING, DE-WATERING PERMITS, PIPE, CONNECTION TO EXISTING UTILITIES, DEFLECTION TO AVOID EXISTING UTILITIES, TRACER WIRE AND APPURTENANCES, BEDDING MATERIAL, BACKFILL BASE MATERIAL, BACKFILL LIMEROCK BASE MATERIAL, COMPACTION, MATERIAL TO BE RESTORED TO SAME ELEVATION AS EXISTING ASPHALT PAVEMENT (GRADE TO SLOPE) GRADING, SIDEWALKS, CURBING, FLUMES, FENCING, LANDSCAPE RESTORATION, SOD, CLAY BALLFIELD RESTORATION, BALLFIELD SOD RESTORATION, TESTING, INSPECTIONS AND ANY OTHER MISCELLANEOUS WORK. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR CHANGES IN ALIGNMENT OR GRADE TO AVOID EXISTING INFRASTRUCTURE UNLESS THE EXCAVATIONS EXCEED TEN (10) FEET IN DEPTH.

38	Exist. 14" ACP Force Main (Grout Fill and Abandon in Place)	600	LF		
39	Exist. 12" ACP Force Main (Grout Fill and Abandon in Place)	2400	LF		
40	Exist. 6" Force Main (Grout Fill and Abandon in Place)	150	LF		

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
41	Deflect Exist. 6" DIP WM @STA 40+50 (incl bends, fittings)	1	LS	_____	_____
42	3" PVC Irrigation Main	540	LF	_____	_____
43	Connect to Exist. Irrigation Mains (incl bends, fittings)	1	LS	_____	_____
44	Test Stations for Tracer Wires	2	EA	_____	_____

**TOTAL BID AMOUNT (ITEMS 1-44)** \_\_\_\_\_

**ALLOWANCE** **\$50,000**

**BID TOTAL**

**BID TOTAL \$** \_\_\_\_\_

Note: City permit fees shall not be waived and should be included in your proposal.

ALL BIDS MUST BE SIGNED WITH THE COMPANY NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BID THE COMPANY OR FIRM BY SIGNATURE.

MATERIAL SAFETY DATA SHEETS ENCLOSED? YES \_\_\_\_\_ NO \_\_\_\_\_

SPECIFICATION SHEETS/BROCHURES? YES \_\_\_\_\_ NO \_\_\_\_\_

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.

WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE PROCUREMENT CARD? YES \_\_\_\_\_ NO \_\_\_\_\_

### BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 8 will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 9 inclusive) is delivered to the OWNER.

- (1) CONTRACTOR'S name and address:

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- (2) CONTRACTOR'S telephone number: \_\_\_\_\_

- (3) CONTRACTOR'S license: Primary classification \_\_\_\_\_

State License Number \_\_\_\_\_ Supplemental  
classifications held, if any: \_\_\_\_\_

Name of Licensee, if different from (1) above: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (4) Name of person who inspected site of proposed WORK for your firm:

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: \_\_\_\_\_

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- (6) ATTACHED TO THIS BID the experience resume of the person who will be designated chief construction superintendent or on site construction manager.

- (7) ATTACHED TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition.

**BID NO. 2014-007**

(8) List 3 projects completed as of recent date involving work of similar type and complexity:

PROJECT NAME	CONTRACT PRICE	NAME, ADDRESS AND TELEPHONE NUMBER OF OWNER

(9) Subcontractors: The Bidder further proposes that as part of their submittal attached is a list of subcontracting firms or businesses will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract:

## REFERENCE SHEET

In order to receive Bid Award consideration on the proposed bid, it is a mandatory requirement that the following "Information Sheet" must be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

BIDDER (COMPANY NAME): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE \_\_\_\_\_

NUMBER OF YEARS IN BUSINESS \_\_\_\_\_

ADDRESS OF NEAREST FACILITY \_\_\_\_\_

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

**BID NO: 2014-007**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety, are held and  
firmly bound unto CITY OF MARGATE, hereinafter called "CITY" in the sum of  
(\$ \_\_\_\_\_) \_\_\_\_\_ dollars, (not  
less than 5 percent of the total amount of the Bid) for the payment of which sum, well and truly  
to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns,  
jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has submitted a Bid to said CITY to perform the WORK required  
under the bidding schedule of the CITY'S Contract Documents entitled:

**CITY OF MARGATE SANITARY FORCE MAIN INSTALLATION  
BID NO. 2014-007**

**NOW THEREFORE**, if said Principal is awarded a contract by said CITY and, within the time  
and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters  
into a written Agreement on the form of the agreement bound with said Contract Documents,  
furnishes the required certificates of insurance, and furnishes the required Performance Bond,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the  
event suit is brought upon this bond by said CITY and CITY prevails, said Surety shall pay all  
costs incurred by said CITY in such suit, including a reasonable attorney's fee to be fixed by the  
court.

**SIGNED and SEALED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

_____ (CONTRACTOR)	_____ (SURETY)
By: _____ (SIGNATURE)	By: _____ (SIGNATURE)

STATE OF FLORIDA ,COUNTY OF BROWARD: BEFORE ME PERSONALLY APPEARED THE ABOVE TO ME  
WELL KNOWN AND KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE  
FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID  
INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

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

**CITY OF MARGATE  
NON-COLLUSION AFFIDAVIT**

**This affidavit is to be filled in and executed by the bidder, if the bid is made by a Corporation, then by its Chief Officer. This document must be submitted with the bid.**

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

ss

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

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

residing at \_\_\_\_\_ and \_\_\_\_\_

residing at \_\_\_\_\_ and \_\_\_\_\_

residing at \_\_\_\_\_ (is/are)

the only person(s) with (him/them) in the delivery of the materials bid upon or the services performed under these specifications; that the said bid is made without any connection or common interest in the profits with any other persons making any bid or proposal for the said work; that the said contract is on (his/their) part in all respects fair and without collusion or fraud; and also that no head of any department or any employee therein; or any officer of the City of Margate is directly or indirectly interested therein.

BIDDER'S AUTHORIZED SIGNATURE \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014

**BID NO: 2014-007**

## DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

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

If bidder's company has a Drug-free Workplace Program, so certify below:

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

**SIGNATURE OF BIDDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

## COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc. contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

### OCCUPATIONAL HEALTH AND SAFETY MATERIAL SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
  - 1. The potential for fire, explosion, corrosivity and reactivity
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3. The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**Bid No: 2014-007**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ as CONTRACTOR and  
\_\_\_\_\_ as Surety, are held and firmly bound  
unto the **CITY OF MARGATE, FLORIDA** hereinafter called CITY in the sum of (\$ \_\_\_\_\_)

\_\_\_\_\_ dollars, lawful money of the United States, for the  
payment of which well and truly to be made, we bind ourselves, our heirs, executors, successors  
and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said CONTRACTOR has been awarded and is about to enter into the annexed  
Agreement with said CITY to perform the WORK as specified or indicated in the Bid Documents  
entitled:

**CITY OF MARGATE SANITARY FORCE MAIN INSTALLATION  
BID NO. 2014-007**

**NOW, THEREFORE**, if the said CONTRACTOR shall fully and faithfully perform all the  
requirements of said Bid Documents required to be performed on its part, at the times and in the  
manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full  
force and effect.

**PROVIDED**, that any alterations in the WORK to be done or the materials to be furnished, or  
changes in the time of completion, which may be made pursuant to the terms of said Bid  
Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall  
any extensions of time granted under the provisions of said Bid Documents, release either said  
CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is  
hereby waived by said Surety.

**SIGNED and SEALED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(SURETY)

BY: \_\_\_\_\_  
(SIGNATURE)

BY: \_\_\_\_\_  
(SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE TO ME WELL KNOWN AND KNOWN TO ME TO BE THE  
PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO  
AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

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

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_ as CONTRACTOR  
and \_\_\_\_\_ as Surety, are held  
and firmly bound unto the **CITY OF MARGATE, FLORIDA**, hereinafter called CITY, in the sum  
of (\$ \_\_\_\_\_) \_\_\_\_\_ dollars, for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said CONTRACTOR has been awarded and is about to enter into the annexed  
Agreement with said CITY to perform the WORK as specified or indicated in the Contract  
Documents entitled:

**CITY OF MARGATE SANITARY FORCE MAIN INSTALLATION  
BID NO. 2014-007**

**NOW THEREFORE**, if said CONTRACTOR, or subcontractor, fails to pay for any materials,  
equipment, or other supplies, or for rental of same, used in connection with the performance of  
work contracted to be done, or for amounts due under applicable State law for any work or labor  
thereon, said Surety will pay for the same in an amount not exceeding the sum specified above,  
and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the  
court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to  
file claims under applicable State law.

**PROVIDED**, that any alterations in the WORK to be done or the materials to be furnished, or  
changes in the time of completion, which may be made pursuant to the terms of said Contract  
Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor  
shall any extensions of time granted under the provisions of said Contract Documents release  
either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the  
Agreement is hereby waived by said Surety.

**SIGNED and SEALED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_  
(SIGNATURE)

By: \_\_\_\_\_  
(SIGNATURE)

STATE OF FLORIDA ,COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE TO ME WELL KNOWN AND KNOWN TO ME TO BE THE  
PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO  
AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 2M
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ 5K
							PERSONAL & ADV INJURY \$ 1M
							GENERAL AGGREGATE \$ 1M
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1M
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 2M
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ 100K
							E.L. DISEASE - EA EMPLOYEE \$ 100K
							E.L. DISEASE - POLICY LIMIT \$ 300K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate is listed as additional insured for General Liability Only

## CERTIFICATE HOLDER

## CANCELLATION

The City of Margate  
5790 Margate Boulevard  
Margate FL 33063

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**THE FOLLOWING DOCUMENTS ARE  
PROVIDED ON THE ENCLOSED CD:**

- 1. PART II: FORM OF AGREEMENT**
- 2. PART III: TECHNICAL SPECIFICATIONS**
- 3. PART IV: PLANS**