



BID NO. 2015-019

**EAST DIGESTER REHABILITATION
FOR THE WEST WASTEWATER TREATMENT PLANT**

**BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT**

PRE-BID CONFERENCE DATE AND TIME: Thursday December 17, 2015
@ 10:00 AM

BID OPENING DATE AND TIME: Wednesday, January 13, 2016
@ 11:00 AM

BID BOND REQUIRED: Yes

PERFORMANCE BOND REQUIRED: Yes

PAYMENT BOND REQUIRED: Yes

**ENVIRONMENTAL & ENGINEERING SERVICES
901 NW 66TH AVENUE
MARGATE, FL 33063**

**NOTE: THESE PLANS AND SPECS RELATE TO CITY SECURE
INFRASTRUCTURE. PURSUANT TO LAW, THIS IS CONFIDENTIAL
INFORMATION NOT "PUBLIC RECORD". BIDDER IS RESPONSIBLE TO
MAINTAIN CONFIDENTIALITY OF THESE PLANS AND SPECS AND TO
INSURE THAT SUCH PLANS AND SPECS ARE NOT DISTRIBUTED TO
INDIVIDUALS AND CONCERNS AND FIRMS AND CONCERNS THAT DO
NOT HAVE A REAL INTEREST IN THE BID.**

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PART I – BIDDING REQUIREMENTS

NOTICE INVITING BID

SUBMITTING PROPOSALS: Sealed bids will be received in the Office of the Purchasing Division, Finance Department, City Hall, 5790 Margate Boulevard, Margate, Florida 33063 until 11:00 A.M., Wednesday, January 13, 2016 for a completed project for **BID NO. 2015-019 EAST DIGESTER REHABILITATION FOR THE WEST WASTEWATER TREATMENT PLANT**. A Pre-Bid Conference will be held on Thursday, December 17, 2015 at 10:00 AM, in the Department of Environmental and Engineering Services Administration Building, 901 NW 66th Avenue, Margate, Florida, 33063, in the large conference room. 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. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

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 BID NO. 2015-019 - EAST DIGESTER REHABILITATION FOR THE WEST WASTEWATER TREATMENT PLANT**", address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will 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 **365 calendar days** after the commencement date stated in the Notice to Proceed or Purchase Order.

Contract Documents (includes drawings and specifications) can be obtained at the office designated for submitting proposals. There is no charge for the Contract Documents.

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 and/or Owner prior to bid opening.

Jennifer McMahon, P.E.
Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N
Hollywood, FL 33021
jmcmahon@hazenandsawyer.com

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

GENERAL CONDITIONS

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 City, as distinct from a sub-bidder, who submits a bid to a bidder.
- 2. COMPETENCY OF BIDDER:** In selecting the bid, deemed to be in the best interest of the City of Margate (City), 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. A "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 BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the City 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 City 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 or City 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 City and the Engineer by the owners of such underground utilities or others, and the City 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, sub-surface, 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 City 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 land upon which the work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional land 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 City 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 or City in writing. Interpretations or clarifications considered necessary by the Engineer or City in response to such questions will be issued by written addenda, mailed or delivered, to all parties recorded by the Engineer or City 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. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

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 City and shall be given as guarantee that the bidder, if awarded the Work will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance bonds, 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 may be, 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 City will return the bid securities the bids 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 City 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. 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.
- 15. AWARD OF CONTRACT:** Award of contract, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City 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 City 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. The City reserves the right to accept or reject any or all bids, parts of bids, to waive formalities in any bid, or to take any other action that is deemed to be in the best interest of the City.
- 16. EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement with the City 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 City. 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 City 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 City.

- 17. 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; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. 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 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.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** Per Florida State Statute Chapter 287, "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". (Refer to "Public Entity Crimes" form attached.)
- 20. 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.
- 21. 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.
- 22. TAXES:** The City of Margate is exempt from all federal and state taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent state statutes involving such taxes and complying with all requirements.
- 23. STANDARDS OF SAFETY:** The bidder warrants that the product(s) and services supplied to the City conform 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. Bid proposal must be accompanied by Material Safety Data Sheet(s). (Refer to attachment - Compliance with Occupational Safety and Health Act.)

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

24. NO BID: Refer to "Statement of No Bid" form incorporated into the bid proposal package.

25. OMISSION OF DETAILS: Omission of any essential details from these specifications will not relieve the contractor of supplying such work as specified.

26. 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 under the Building Department by clicking on the link provided for permit fees.

27. NOTICE TO PROCEED: The contractor shall commence work within ten (10) days after receipt of a Notice to Proceed from the City unless otherwise stated. After start of work, Contractor to remain on site until work is completed.

28. 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 **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 coverage has 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. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

29. IDENTICAL TIE BIDS: Refer to the "Drug Free Workplace Program" form attachment for information on how tie bids will be handled.

30. 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. If such a relationship(s) exist, the proposer must file a statement with the Supervisor of Elections, pursuant to Florida State Statute 112.313.

31. 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 affect 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 from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

32. WARRANTIES:

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.

Warranty of Specifications:

Successful Offeror warrants that all equipment, materials and workmanship furnished, whether furnished by the Successful Offeror or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

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, and fit for the ordinary purposes for which it is intended.

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 bid/contract documents, successful Offeror shall promptly, after receipt of written notice from City to do so, 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 bid/proposal package. Successful Offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/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.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 34. 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.
- 35. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 36. NON-COLLUSIVE 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. (Refer to "Non-Collusive Affidavit" form attached.)
- 37. INDEMNIFICATION:** For the total amount of one (1) million dollars, Contractor agrees to indemnify, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized, including sub-contractors, by the indemnifying party in the performance of this construction contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- 38. WAIVER OF JURY TRIAL:** CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.
- 39. DISPUTES:** NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.
- 40. LITIGATION VENUE:** This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 41. OTHER GOVERNMENTAL AGENCIES:** If CONTRACTOR is awarded a contract as a result of this bid proposal, CONTRACTOR will, if they have sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB Delivered to the requesting agency.

42. 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.

43. ASSIGNMENT: The contractor shall not transfer or assign the performance required by this bid without the proper written consent of the City. 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.

44. WORKING HOURS AND INSPECTIONS: The City of Margate's working hours are Monday through Thursday 8 AM – 6 PM. Contractor must plan for and schedule inspections within the City's working hours.

Contractor can perform work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

45. 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.

46. LUMBER: Section 4 Subsection (3) of section 255.20, Florida Statutes, is amended to read: 255.20 Local bids and contracts for public construction works; specification of state-produced lumber.

(3)(a) All county officials, boards of county commissioners, school boards, city councils, city commissioners, and all other public officers of state boards or commissions that are charged with the letting of contracts for public work, for the construction of public bridges, buildings, and other structures must specify in the contract lumber, timber, and other forest products produced and manufactured in this state, if wood is a component of the public work, and if such products are available and their price, fitness, and quality are equal.

(3)(b) This subsection does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species, or
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.

47. LIQUIDATED DAMAGES: Provisions for liquidated damages, if any, are set forth in the Agreement.

48. 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.

49. ASSIGNMENT: The Contractor shall not transfer or assign the performance required by this bid without the proper written consent of the Owner. 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 Owner.

BID PROPOSAL FORM BID NO. 2015-019

**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:

**BID NO. 2015-019 - EAST DIGESTER REHABILITATION FOR THE WEST WASTEWATER
TREATMENT PLANT**

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. It is the Contractor's responsibility to contact the City @ (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. 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).

BID PROPOSAL FORM BID NO. 2015-019

NAME OF FIRM _____

ADDRESS: _____

NAME OF SIGNER
(Print or Type) _____

TITLE OF SIGNER _____

SIGNATURE: _____ DATE: _____

TELEPHONE NO: _____ FACSIMILE NO: _____

E-MAIL: _____

BID NO. 2015-019

- | | | | | |
|---|--------------------|---|--------------------------|----------|
| 4 | 400 Lineal Feet | Welding of steel repair plates to existing steel tank for the unit price per lineal foot of except as otherwise included in Bid Item No. 5 for the unit price per lineal foot of: | (\$____ per LF) | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents | | \$ _____ |
| | | | | |
| 5 | 50 Square Feet | Perform all work associated with the application of steel repair plates except as otherwise included in Bid Items No. 4 for the unit price per square foot of: | (\$____ per SF) | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents | | \$ _____ |
| | | | | |
| 6 | Lump Sum | Surface preparation and interior painting of Digester steel tank for the lump sum price of: | | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents. | -- | \$ _____ |
| | | | | |
| 7 | Lump Sum | Surface preparation and exterior painting of Digester steel tank for the lump sum price of: | | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents. | -- | \$ _____ |
| | | | | |
| 8 | 2 Valves | Furnish and install 10-inch stainless steel butterfly valves for the unit price per valve of: | (\$____ per valve) | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents | | \$ _____ |

| | | | | |
|----|----------|--|--------|----------|
| 9 | 3 Valves | Furnish and install 6-inch stainless steel butterfly valves for the unit price per valve of: (\$_____ | | |
| | | _____ | per | |
| | | _____ Dollars and | valve) | |
| | | _____ Cents | | \$ _____ |
| 10 | Lump Sum | Furnish and install walkways and platforms for the lump sum price of: | | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents | | \$ _____ |
| 11 | Lump Sum | Installation of Clarifier Equipment and Fine Bubble Diffuser Equipment for the lump sum price of: | | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents | | \$ _____ |
| 12 | Lump Sum | Perform all electrical work in accordance with the Contract Documents for the lump sum price of: | | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents. | -- | \$ _____ |
| 13 | Lump Sum | Perform all remaining work associated with the East Digester Rehabilitation in accordance with the Contract Documents (including all other work required by the Contract Documents not defined by Bid Items 1 through 12 and 14 through 17) for the lump sum price of: | | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents. | -- | \$ _____ |

| | | | | |
|----|--|--|----|-----------------|
| 14 | Allowance | Permit fee allowance of: | | |
| | | <u>Five thousand</u> -----Dollars and | | |
| | | <u>No</u> -----Cents. | -- | <u>\$5,000</u> |
| 15 | Allowance | Dedicated cost allowance for inspection by Special Inspector: | | |
| | | <u>Ten thousand</u> -----Dollars and | | |
| | | <u>No</u> -----Cents. | -- | <u>\$10,000</u> |
| 16 | Lump Sum | Consideration for Indemnification: | | |
| | | <u>One Hundred</u> -----Dollars and | | |
| | | <u>No</u> -----Cents. | -- | <u>\$100</u> |
| 17 | Allowance | Allowance for Additional Owner Requested Work: | | |
| | | <u>Sixty five thousand</u> -----Dollars and | | |
| | | <u>No</u> -----Cents | -- | <u>\$65,000</u> |
| 18 | TOTAL BID FOR PROPOSAL ITEMS 1 THROUGH 17 | | | |
| | | _____ | | |
| | | _____ Dollars and | | |
| | | _____ Cents | | \$ _____ |

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

MATERIAL SAFETY DATA SHEETS ENCLOSED? YES_____ NO_____

SPECIFICATION SHEETS/BROCHURES? YES_____ NO_____

**WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE PROCUREMENT
CARD? YES_____ NO_____**

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

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:

- (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: _____

- (6) Attach to this bid, the experience resume of the person who will be designated chief construction superintendent or on site construction manager.

- (7) Attach to this bid a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

BID NO. 2015-019

(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 |
|--------------|----------------|---|
| | | |
| | | |
| | | |
| | | |
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| | | |
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| | | |
| | | |

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

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:

BID NO. 2015-019 – EAST DIGESTER REHABILITATION FOR THE WEST WASTEWATER TREATMENT PLANT

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 _____, 2016.

(Principal)

By: _____
(SIGNATURE)

(Surety)

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 _____, 2016

NOTARY PUBLIC: _____

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: _____

Contact Person: _____ Title: _____

Phone: _____

2. Company Name: _____

Address: _____

Contact Person: _____ Title: _____

Phone: _____

3. Company Name: _____

Address: _____

Contact Person: _____ Title: _____

Phone: _____

BID NO: 2015-019



NON-COLLUSIVE AFFIDAVIT FOR BID NO. 2015-019

State of _____)
County of _____)ss.

_____ being first duly sworn, deposes
and says that:

He/she is the _____, (Owner, Partner, Officer,
Representative or Agent) of _____, the Offeror that has submitted the
attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any
way colluded, conspired, connived or agreed, directly or indirectly, with any other
Offeror, firm, or person to submit a collusive or sham Proposal in connection with
the Work for which the attached Proposal has been submitted; or to refrain from
bidding in connection with such Work; or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication, or conference with any
Offeror, firm, or person to fix the price or prices in the attached Proposal or of any
other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or
the Proposal price of any other Offeror, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against (Recipient),
or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part
of the Offeror or any other of its agents, representatives, owners, employees or
parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By _____

Printed Name

Title

ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT FOR BID NO. 2015-019

State of Florida
County of _____

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification
Produced)

☐ DID take an oath, or ☐ DID NOT take an oath

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:** _____

BID NO: 2015-019

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: 2015-019

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:

BID NO. 2015-019 – EAST DIGESTER REHABILITATION FOR THE WEST WASTEWATER TREATMENT PLANT

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 _____, 2016.

(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 _____, 2016.

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:

BID NO. 2015-019 - EAST DIGESTER REHABILITATION FOR THE WEST WASTEWATER TREATMENT PLANT

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 _____, 2016.

(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 _____,
2016

NOTARY PUBLIC: _____

**CITY OF MARGATE
STATEMENT OF NO BID**

**IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM TO
ADDRESS WHERE BID IS TO BE SUBMITTED:**

I/We have declined to bid on your proposal No: 2015-019

Bid Description: EAST DIGESTER REHABILITATION FOR THE WEST WASTEWATER
TREATMENT PLANT

For the following reason:

- _____ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only (Explain reason below)
- _____ 2. Insufficient time to respond to invitation.
- _____ 3. We do not offer this commodity/service or equivalent.
- _____ 4. Our product/service schedule would not permit us to perform.
- _____ 5. Unable to meet specifications.
- _____ 6. Unable to meet bonding requirements.
- _____ 7. Specifications unclear (Explain below).
- _____ 8. Other (Specify below).

REMARKS: _____

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____ DATE: _____

SIGNATURE OF BIDDER: _____

CD FILES

- 1. PART II – SAMPLE FORM OF AGREEMENT**
- 2. TECHNICAL SPECIFICATIONS**
- 3. CONTRACT DRAWINGS**
- 4. SAMPLE CERTIFICATE OF INSURANCE**