

**PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

ADDENDUM NO. 3

THURSDAY, MARCH 15, 2001

**RE-BID INSTALLATION AND REPAIR SERVICES FOR
SHORT LINE WATER AND SEWER MAINS**

TO: ALL PROSPECTIVE BIDDERS

PLEASE NOTE THE FOLLOWING CHANGES TO THE CONTRACT DOCUMENTS:

1. THE ABOVE BID OPENING HAS BEEN POSTPONED UNTIL **MARCH 27, AT 2:00 PM.**
2. THE BID SHEET ON PAGE 17 HAS SIXTEEN CHANGES:

ITEMS NUMBERED 47 THRU 54 HAVE BEEN DELETED AND ITEMS 47A THRU 54B HAVE BEEN ADDED.

AFTER DESCRIPTION OF 47A, 48A,...54A ADDED "(INSTALLED ON NEW GRAVITY SEWER MAINS)".

A REVISED BID SHEETS IS ATTACHED TO THIS ADDENDUM AND MUST BE USED FOR THIS BID.

3. THIS ADDENDUM #1 **SHOULD** BE ACKNOWLEDGED ON THE BID TENDER FORM AND/OR RETURNED WITH THE INVITATION FOR BID DUE ON MARCH 27, 2001 AT 2:00 PM.
4. ATTACHED BID SHEETS, PAGES (REVISED 17A AND 17B), **MUST** BE COMPLETED AND SUBMITTED WITH THE BID,

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS REMAIN UNCHANGED FOR Bid No. L-1-011-M1.

NAME OF BIDDER / PROPOSER: _____

SCHEDULE OF PRICES BID

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
 SHORT LINE WATER AND SEWER MAINS**

BCOES PROJECT No. 8728

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
43	FURNISH AND INSTALL 1" SINGLE WATER SERVICE (SHORT)	200	EA	\$	\$
44	FURNISH AND INSTALL 1" SINGLE WATER SERVICE (LONG)	200	EA	\$	\$
45	FURNISH AND INSTALL 1" DOUBLE WATER SERVICE (SHORT)	200	EA	\$	\$
46	FURNISH AND INSTALL 1" DOUBLE WATER SERVICE (LONG)	200	EA	\$	\$
47 A	FURNISH AND INSTALL SINGLE SANITARY SEWER LATERAL <=6' DEEP (SHORT) (INSTALLED ON NEW GRAVITY SEWER MAIN)	100	EA	\$	\$
47 B	FURNISH AND INSTALL SINGLE SANITARY SEWER LATERAL <=6' DEEP (SHORT) (INSTALLED ON EXISTING GRAVITY SEWER MAIN)	100	EA	\$	\$
48 A	FURNISH AND INSTALL DOUBLE SANITARY SEWER LATERAL <=6' DEEP (LONG) (INSTALLED ON NEW GRAVITY SEWER MAIN)	100	EA	\$	\$
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55	TRENCH SAFETY (SEE PAGE 27)		ALLOWANCE		\$20,000
56	INSTALLATION OF WATER SERVICE LINE ON PRIVATE PROPERTY	10,000	LF	\$	\$
57	INSTALLATION OF SANITARY SERVICE LINE ON PRIVATE PROPERTY	5,000	LF	\$	\$

GRAND TOTAL BID AMOUNT

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 ITEMS 1 THRU 57

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**PURCHASING DIVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

ADDENDUM NO. 2

FRIDAY MARCH 1, 2001

Re-Bid Short Water & Sewer Maintenance

TO: All Prospective Bidders

1. This bid opening has been postponed until further notice
2. This addendum #2 should be acknowledged on the Bid Tender Form and/or returned with the invitation for bid

All other terms, conditions and specifications remain unchanged for Bid No. L101011M1.

NAME OF BIDDER / PROPOSER: _____

Bid# L-1-01-011-M1

Purchasing Division
Board of County Commissioners
Broward County, Florida

Addendum #1

Re-Bid Installation and Repair Service for
Short Water Sewer Mains

February 27, 2001

TO ALL PROSPECTIVE VENDORS:

1. Addendum #1 includes the attached revision to the Performance and Payment Guaranty section, page 7 of 56.
2. Bidder is advised that all non-County permits shall be reimbursed as a pass thru cost to the County, pursuant to bid item 36, page 16 of 56, "Allowance for permits & fees for agencies other than Broward County Commissioners."
3. The Bidder is also advised that minimum footage of water and sewer installation shall be established for the mains. Minimum water main length shall be 50 feet while the minimum sewer main shall be 100 feet.
4. This addendum **should** be acknowledged on your bid tender form and/or returned with your bid due at 2:00 PM on March 6, 2001. All other terms, conditions, specifications remain unchanged.

Vendor Name: _____

12. **PERFORMANCE AND PAYMENT GUARANTY**

- A. Within seven (7) days from the issuance of the individual project purchase order, the successful bidder shall furnish a performance and payment bond attached hereto as attachment "D". Performance and payment bond shall be required for all purchase orders exceeding \$50,000.
- B. The Bond(s) shall be in the amount of the full value of each project where the project exceeds \$50,000 in such Contract as well as full payment of all suppliers, materialmen, laborers or subcontractors employed pursuant to each project. Such bond(s) shall be with a surety company which is qualified pursuant to section 13, "Qualification of Surety".
- C. The Contractor agrees to keep each guarantee or a replacement thereof, in force, at all time during the period of each project.
- D. Each bond(s) shall remain in effect for one year after completion and acceptance of the work with liability equal to project value or an additional bond shall be conditioned that the Contractor will upon notification by the County, correct any defective or faulty work or materials which appear within one year of completion of the project.
- E. In lieu of the bond required by this section, Contractor may furnish an alternate form of security which shall be in the form of cash, money order, certified check, cashier's check or irrevocable letter of credit of the form and containing all provisions of the Irrevocable Letter of Credit attached hereto as Attachment "E". Such alternate forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. A determination of the value of such alternative forms of security shall be made by the County.

SUBMIT BID TO:

Broward County Purchasing Division
 115 S. Andrews Avenue, Room 212
 Fort Lauderdale, Florida 33301-1801
 (954) 357-6065/66

BOARD OF COUNTY COMMISSIONERS
 BROWARD COUNTY, FLORIDA

INVITATION FOR BID

Bidder Acknowledgment

— **GENERAL CONDITIONS** —

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the Board of County Commissioners upon debt or contract nor from a defaulter upon obligations to the Board of County Commissioners. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents.
- NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."
- BID WITHDRAWAL:** No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.
- BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

(Continued on Page 2)

BIDS WILL BE OPENED 2 p.m. MARCH 6, 2001
 and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE RE-BID INSTALLATION /REPAIR SHORT WATER & SEWER MAINS

BID NO. L101011M1

PURCHASING AGENT NAME & TELEPHONE NUMBER AL TREBBIEN

DELIVERY DATE

SEE SPECIAL INSTRUCTION
 CASH DISCOUNT TERMS

BID GUARANTY IS ATTACHED,
 WHEN REQUIRED, IN
 THE AMOUNT OF \$

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

DUN & BRADSTREET NUMBER

BIDDER NAME

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

AREA CODE	TELEPHONE NO.	CONTACT PERSON
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FAX NO.	INTERNET ADDRESS
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 AUTHORIZED SIGNATURE (original in ink)

 TYPED NAME OF SIGNER

 TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. Further by signature of this form, pages 1 through 4 are acknowledged and accepted as well as any special instruction sheet(s) if applicable.

5. **ADDENDA TO BID:** Broward County reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.
6. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
- (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.** — as specified in Special Instructions to bidder.
 - (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
 - (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
 - (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **TERMINATION:**
- (a) **FUND-OUT:** The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated Broward County may terminate this contract upon thirty (30) days prior written notice to the contractor.
 - (b) **NON PERFORMANCE:** If, in the opinion of the Board of County Commissioners, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the County reserves the right to cancel the Contract by means of written notification.
- (c) **CANCELLATION FOR CONVENIENCE:** The County reserves the right, at its option, to cancel this contract for any or no cause, for County convenience, by giving thirty (30) days prior written notice to the vendor/contractor, at the end of which time this contract will automatically expire without the necessity of any further action. In the event this contract is terminated for convenience as provided in this section, the vendor/contractor will be paid for all materials, goods and services (as applicable in such contract) incurred prior to the effective date of termination. Additionally, the vendor/contractor may, at the reasonable, professional discretion of the County Purchasing Director, be allowed direct termination expenses and fixed settlement costs which have become firm prior to the date of the notice of termination. No payment will be made for lost or future profits. Upon receipt of the notice of termination issued under this section, the vendor/contractor shall discontinue all work, cease any deliveries, shipment, or carriage of goods and make available to the County Purchasing Director any and all reports, data, specifications, estimates, summaries, and information as are required by the contract.
8. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
9. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. 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 substance, 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 over-exposure.

- (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 substance 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.
10. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.
11. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.
12. **AWARDS: If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.** As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.
13. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in his letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
16. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
17. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
18. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.
19. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to

perform in accordance with specifications, terms and conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify County immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

20. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
21. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.
22. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
23. **RESOLVE PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
 - a. Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract **which is \$100,000 or greater** may protest to the Director of Purchasing. The protest shall be submitted in writing within seven calen-

dar days after such aggrieved person knows or should have known the facts giving rise thereto.

- b. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract **which is less than \$100,000** may protest to the Director of Purchasing. The protest shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Director of Purchasing.

24. **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the County, may not submit a bid on a contract with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact any business with the County in excess of the threshold amount (currently \$15,000) provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

25. **RECYCLED CONTENT INFORMATION:** In support of the Florida waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

26. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the bidder.

It is understood and agreed that Broward County is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

The entire chapter of the Broward County Procurement Code describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling (954) 357-6071. You may also view and/or download the Procurement Code Notices for Bids, Requests for Quotation, Request for Letters of Interest, structure of the Purchasing Division, telephone directory, How to do Business with Broward County and Vendor Registration on the internet at:

<http://www.co.broward.fl.us/purchasing.htm>

PURCHASING **D**IVISION
BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA

SPECIAL INSTRUCTIONS TO BIDDERS (IN ADDITION TO GENERAL CONDITIONS)

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

1. **SCOPE:**

BIDS ARE HEREBY INVITED ON AN OPEN-END BASIS FOR INSTALLATION AND REPAIR SERVICE FOR SHORT WATER AND SEWER MAINS FOR THE OFFICE OF ENVIRONMENTAL SERVICES.

THE INITIAL CONTRACT PERIOD SHALL START ON DATE OF AWARD, AND SHALL TERMINATE ONE (1) YEAR FROM THAT DATE. THE CONTRACTOR WILL COMPLETE DELIVERY AND THE COUNTY WILL RECEIVE DELIVERY ON ANY ORDERS MAILED TO THE CONTRACTOR PRIOR TO THE DATE OF EXPIRATION.

THE PURCHASING DIRECTOR MAY RENEW THIS CONTRACT FOR A ONE (1) YEAR PERIOD SUBJECT TO VENDOR ACCEPTANCE, SATISFACTORY PERFORMANCE AND DETERMINATION THAT RENEWAL WILL BE IN THE BEST INTEREST OF THE COUNTY.

IN THE EVENT SERVICES ARE SCHEDULED TO END BECAUSE OF THE EXPIRATION OF THIS CONTRACT, THE CONTRACTOR SHALL CONTINUE THE SERVICE UPON THE REQUEST OF THE PURCHASING DIRECTOR. THE EXTENSION PERIOD SHALL NOT EXTEND FOR MORE THAN NINETY (90) DAYS BEYOND THE EXPIRATION DATE OF THE EXISTING CONTRACT. THE CONTRACTOR SHALL BE COMPENSATED FOR THE SERVICE AT THE RATE IN EFFECT WHEN THIS EXTENSION CLAUSE IS INVOKED BY THE COUNTY.

NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO THE TOTAL QUANTITY OF COMMODITIES/SERVICES TO BE PURCHASED UNDER ANY OPEN END CONTRACT. ESTIMATED QUANTITIES WILL BE USED FOR BID COMPARISON PURPOSES ONLY. THE BOARD OF COUNTY COMMISSIONERS RESERVES THE RIGHT TO: ISSUE PURCHASE ORDERS AS AND WHEN REQUIRED, OR, ISSUE A BLANKET PURCHASE ORDER FOR INDIVIDUAL AGENCIES AND RELEASE PARTIAL QUANTITIES OR, ISSUE INSTRUCTIONS FOR USE OF DIRECT PURCHASE ORDERS BY VARIOUS COUNTY AGENCIES, MAKE RANDOM, OPEN MARKET PURCHASES FOR ANY OR ALL OF THE ITEM(S) ON ANY OPEN END CONTRACT OR, ANY COMBINATION OF THE PRECEDING. NO DELIVERY SHALL BECOME DUE OR BE ACCEPTABLE WITHOUT A WRITTEN ORDER BY THE COUNTY, UNLESS OTHERWISE PROVIDED FOR IN THE CONTRACT. SUCH ORDER WILL CONTAIN THE QUANTITY, TIME OF DELIVERY AND OTHER PERTINENT DATA. HOWEVER, ON ITEMS URGENTLY REQUIRED, THE SELLER MAY BE GIVEN TELEPHONE NOTICE, TO BE CONFIRMED BY AN ORDER IN WRITING.

ALL PRICES, TERMS AND CONDITIONS SHALL REMAIN FIXED FOR THE INITIAL PERIOD OF THE CONTRACT. IN ADDITION, ALL PRICES, TERMS AND CONDITIONS SHALL REMAIN FIXED FOR THE RENEWAL PERIOD OF THE CONTRACT.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS

2. **AWARD CRITERIA:**

IF A SPECIFIC BASIS OF AWARD IS NOT ESTABLISHED IN THE INVITATION FOR BID, THE AWARD SHALL BE TO THE RESPONSIBLE BIDDER WITH THE LOWEST RESPONSIVE BID MEETING THE WRITTEN SPECIFICATIONS.

3. **SPECIFICATIONS AND REQUIREMENTS:**

THE SPECIFICATIONS, REQUIREMENTS AND SERVICES TO BE PROVIDED ARE STATED IN ATTACHMENT "A" ATTACHED HERETO AND MADE A PART HEREOF.

4. **FURTHER INFORMATION:**

BIDDERS REQUIRING ADDITIONAL INFORMATION REGARDING ANY OF THE BID TERMS, CONDITIONS OR ADMINISTRATIVE REQUIREMENTS SHOULD CONTACT AL TREBBIEN, PURCHASING AGENT AT (954) 357-6218.

BIDDERS REQUIRING TECHNICAL CLARIFICATIONS SHOULD CONTACT ALAN W. GARCIA AT (954) 831-0907. NO CHANGE(S) AND NO INTERPRETATION(S) SHALL BE CONSIDERED BINDING UNLESS PROVIDED TO ALL BIDDERS IN WRITING BY THE DIRECTOR OF THE PURCHASING DIVISION.

5. **LICENSING REQUIREMENTS:**

IN ORDER TO BE CONSIDERED A RESPONSIVE BIDDER FOR THE SCOPE OF WORK SET FORTH IN THESE BID DOCUMENTS, THE BIDDER MUST POSSESS ONE OF THE FOLLOWING LICENSES (INCLUDING ANY SPECIFIED REGISTRATION) AT THE TIME OF BID SUBMITTAL.

STATE: UNDERGROUND UTILITY AND EXCAVATION CONTRACTOR

OR

PLUMBING CONTRACTOR

OR

COUNTY: GENERAL ENGINEERED CONSTRUCTION BUILDER

OR

PRIMARY PIPELINE CLASS "A"

OR

MASTER PLUMBER
(MUST BE REGISTERED)

ANY WORK PERFORMED NOT WITHIN THE SCOPE OF THE ABOVE CONTRACT MUST BE PERFORMED BY A LICENSED CONTRACTOR.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

6. **PRE-BID CONFERENCE:**

ATTENDANCE AT THE PRE-BID CONFERENCE IS OPTIONAL. THIS INFORMATION SESSION PRESENTS AN OPPORTUNITY FOR BIDDERS TO CLARIFY ANY CONCERNS REGARDING THE BID REQUIREMENTS. THE BIDDER IS CAUTIONED THAT, ALTHOUGH THE PRE-BID CONFERENCE IS OPTIONAL, NO MODIFICATION OR ANY CHANGES WILL BE ALLOWED IN THE PRICING BECAUSE OF THE FAILURE OF THE BIDDER(S) TO HAVE ATTENDED THE CONFERENCE.

JOB SITE VISITATION IS STRONGLY RECOMMENDED; SUBMISSION OF A BID WILL BE CONSTRUED THAT THE BIDDER IS ACQUAINTED SUFFICIENTLY WITH THE WORK TO BE PERFORMED.

<u>PRE-BID CONFERENCE</u>	
DATE:	FEBRUARY 15, 2001
TIME:	2:00 P.M.
LOCATION:	OFFICE OF ENVIRONMENTAL SERVICES ADMINISTRATION BOARD ROOM 2555 WEST COPANS ROAD POMPANO BEACH, FL

IF YOU REQUIRE ANY AUXILIARY AIDS FOR COMMUNICATION, PLEASE CALL 357-6065 SO THAT ARRANGEMENTS CAN BE MADE IN ADVANCE.

7. **DELIVERY AND ACCEPTANCE:**

START AND COMPLETION DATES WILL BE LISTED ON EACH INDIVIDUAL NOTICE TO PROCEED.

8. **INSURANCE REQUIREMENTS: (SAMPLE INSURANCE CERTIFICATE ATTACHED)(ATTACHMENT "J")**

THE INSURANCE REQUIREMENTS CONTAINED IN THIS BID REPRESENT THE MINIMAL PROTECTION NECESSARY FOR THE COUNTY AS DETERMINED BY THE RISK MANAGEMENT DIVISION. FURTHER MODIFICATIONS OF THE REQUIREMENTS MAY BE MADE AT THE SOLE DISCRETION OF THE RISK MANAGEMENT DIVISION IF CIRCUMSTANCES CHANGE OR ADEQUATE PROTECTION OF THE COUNTY IS PRESENTED. NO AWARD WILL BE RECOMMENDED UNTIL A WRITTEN DETERMINATION IS MADE BY RISK MANAGEMENT DIVISION THAT THE COUNTY IS ADEQUATELY PROTECTED. THE LOW BIDDER SHALL BE REQUIRED TO PROVIDE PROPER INSURANCE TO THE PURCHASING DIVISION PRIOR TO AWARD BY THE PURCHASING DIRECTOR OR RECOMMENDATION OF AWARD TO THE BOARD OF COUNTY COMMISSIONERS, WHICHEVER IS APPLICABLE.

WITHOUT LIMITING ANY OF THE OTHER OBLIGATIONS OR LIABILITIES OF CONTRACTOR, CONTRACTOR SHALL PROVIDE, PAY FOR, AND MAINTAIN IN FORCE UNTIL ALL OF ITS WORK TO BE PERFORMED UNDER THIS CONTRACT HAS BEEN COMPLETED AND ACCEPTED BY THE COUNTY (OR FOR SUCH DURATION AS IS OTHERWISE SPECIFIED HEREINAFTER), THE INSURANCE COVERAGES SET FORTH IN THIS SECTION.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

8. **INSURANCE REQUIREMENTS:** (CONTINUED)

- 8.1 WORKERS' COMPENSATION INSURANCE TO APPLY FOR ALL EMPLOYEES IN COMPLIANCE WITH THE "WORKERS COMPENSATION LAW" OF THE STATE OF FLORIDA AND ALL APPLICABLE FEDERAL LAWS. IN ADDITION, THE POLICY(S) MUST INCLUDE:
- 8.1.1 EMPLOYERS' LIABILITY WITH MINIMUM LIMITS OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) EACH ACCIDENT.
- 8.1.2 NOTICE OF CANCELLATION AND/OR RESTRICTION -- THE POLICY(S) MUST BE ENDORSED TO PROVIDE BROWARD COUNTY WITH THIRTY (30) DAYS NOTICE OF CANCELLATION AND/OR RESTRICTION.
- 8.1.3 IF ANY OPERATIONS ARE TO BE UNDERTAKEN ON OR ABOUT NAVIGABLE WATERS, COVERAGE MUST BE INCLUDED FOR THE U.S. LONGSHOREMEN AND HARBOR WORKERS ACT AND JONES ACT.
- 8.2 COMPREHENSIVE GENERAL LIABILITY WITH MINIMUM LIMITS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. COVERAGE MUST BE AFFORDED ON A FORM NO MORE RESTRICTIVE THAN THE LATEST EDITION OF THE COMPREHENSIVE GENERAL LIABILITY POLICY, WITHOUT RESTRICTIVE ENDORSEMENTS, AS FILED BY THE INSURANCE SERVICES OFFICE AND MUST INCLUDE:
- 8.2.1 PREMISES AND/OR OPERATIONS.
- 8.2.2 INDEPENDENT CONTRACTORS.
- 8.2.3 PRODUCTS AND/OR COMPLETED OPERATIONS.
- 8.2.4 EXPLOSION, COLLAPSE AND UNDERGROUND COVERAGES.
- 8.2.5 BROAD FORM PROPERTY DAMAGE.
- 8.2.6 BROAD FORM CONTRACTUAL COVERAGE APPLICABLE TO THIS SPECIFIC CONTRACT, INCLUDING ANY HOLD HARMLESS AND/OR INDEMNIFICATION AGREEMENT.
- 8.2.7 PERSONAL INJURY COVERAGE WITH EMPLOYEE AND CONTRACTUAL EXCLUSIONS REMOVED WITH MINIMUM LIMITS OF COVERAGE EQUAL TO THOSE/REQUIRED FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY.
- 8.2.8 COUNTY IS TO BE INCLUDED AS AN "ADDITIONAL INSURED" IN THE NAME OF "BROWARD COUNTY BOARD OF COMMISSIONERS" WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS PERFORMED FOR COUNTY IN CONNECTION WITH GENERAL SUPERVISION OF SUCH OPERATION.

8. **INSURANCE REQUIREMENTS:** (CONTINUED)

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

- 8.2.9 NOTICE OF CANCELLATION AND/OR RESTRICTION -- THE POLICY(S) MUST BE ENDORSED TO PROVIDE BROWARD COUNTY WITH THIRTY (30) DAYS NOTICE OF CANCELLATION AND/OR RESTRICTION.
- 8.3 BUSINESS AUTOMOBILE LIABILITY WITH MINIMUM LIMITS OF THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) PER OCCURRENCE COMBINED SINGLE LIMIT FOR BODILY INJURY LIABILITY AND PROPERTY POLICY, WITHOUT RESTRICTIVE ENDORSEMENTS, AS FILED BY THE INSURANCE SERVICES OFFICE AND MUST INCLUDE:
- 8.3.1 OWNED VEHICLES.
- 8.3.2 HIRED AND NON-OWNED VEHICLES.
- 8.3.3 EMPLOYERS NON-OWNERSHIP.
- 8.3.4 NOTICE OF CANCELLATION AND/OR RESTRICTION -- THE POLICY(S) MUST BE ENDORSED TO PROVIDE BROWARD COUNTY WITH THIRTY (30) DAYS NOTICE OF CANCELLATION AND/OR RESTRICTIONS.
- 8.4 THE CONTRACTOR SHALL PROVIDE TO THE COUNTY CERTIFICATES OF INSURANCE EVIDENCING THE INSURANCE COVERAGE SPECIFIED IN 8.1, 8.2, AND 8.3 ABOVE. THE CONTRACTOR SHOULD PROVIDE THESE CERTIFICATES WITHIN FIFTEEN (15) DAYS AFTER REQUEST BY THE PURCHASING AGENT. THE REQUIRED CERTIFICATES OF INSURANCE SHALL NOT ONLY NAME THE TYPES OF POLICIES PROVIDED, BUT ALSO SHALL REFER SPECIFICALLY TO THIS CONTRACT AND SECTION AND THE ABOVE PARAGRAPHS IN ACCORDANCE IS AS REQUIRED BY SUCH PARAGRAPHS OF THIS CONTRACT. IF THE INITIAL INSURANCE EXPIRES PRIOR TO THE COMPLETION OF THE WORK, RENEWAL CERTIFICATES OF INSURANCE SHALL BE FURNISHED THIRTY (30) DAYS PRIOR TO THE DATE OF THEIR EXPIRATION.
- 8.5 CERTIFICATES OF INSURANCE SHALL BE PROVIDED AS SPECIFIED IN SUB-SECTION 8.4 ABOVE UNLESS ANY OF THESE COVERAGES ARE, FOR JUST CAUSE, INAPPLICABLE, AND UPON SPECIFIC REQUEST BY THE VENDOR ARE EXCEPTED BY WRITTEN DETERMINATION OF RISK MANAGEMENT AND APPROVED BY THE PURCHASING DIRECTOR. IF AN EXCEPTION IS REQUESTED, THE BIDDER SHOULD INDICATE IN THE APPROPRIATE AREA ON THE BID SHEET ANY SUCH REQUEST INCLUDING REASON(S) THERETO FOR EXEMPTION FROM INSURANCE REQUIREMENTS AS SPECIFIED IN THIS SECTION OF THIS INVITATION FOR BID/QUOTATION REQUEST.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

9. **INDEMNIFICATION:**

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY, 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 CONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY CONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS AGREEMENT DOES NOT REQUIRE CONTRACTOR TO INDEMNIFY COUNTY, ITS EMPLOYEES, OFFICERS, DIRECTORS, OR AGENTS FROM ANY LIABILITY, DAMAGE, LOSS, CLAIM, ACTION, OR PROCEEDING. THESE INDEMNIFICATIONS SHALL SURVIVE THE TERM OF THIS AGREEMENT. IN THE EVENT THAT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST COUNTY BY REASON OF ANY SUCH CLAIM OR DEMAND, CONTRACTOR SHALL, UPON WRITTEN NOTICE FROM COUNTY, RESIST AND DEFEND SUCH ACTION OR PROCEEDING BY COUNSEL SATISFACTORY TO COUNTY.

THE INDEMNIFICATION PROVIDED ABOVE SHALL OBLIGATE THE CONTRACTOR TO DEFEND AT ITS OWN EXPENSE TO AND THROUGH APPELLATE, SUPPLEMENTAL OR BANKRUPTCY PROCEEDING, OR TO PROVIDE FOR SUCH DEFENSE, AT COUNTY'S OPTION, ANY AND ALL CLAIMS OF LIABILITY AND ALL SUITS AND ACTIONS OF EVERY NAME AND DESCRIPTION COVERED BY SECTION 8.1 ABOVE WHICH MAY BE BROUGHT AGAINST COUNTY WHETHER PERFORMED BY CONTRACTOR, OR PERSONS EMPLOYED OR UTILIZED BY CONTRACTOR.

10. **DUN & BRADSTREET REPORT REQUIREMENT**

THE SUBMITTAL OF THE FOLLOWING DUN & BRADSTREET REPORT (D&B REPORT) MAY BE NECESSARY FOR THIS BID AS A CONDITION FOR AWARD. IF REQUIRED, THE CONTRACTOR SHOULD HAVE THE D&B REPORT SUBMITTED TO THE COUNTY WITHIN TEN (10) DAYS OF THE COUNTY'S REQUEST. THE CONTRACT ADMINISTRATOR FOR THIS PROJECT WILL DETERMINE THE NEED FOR THE D&B REPORT AS SOON AS POSSIBLE AFTER BID OPENING. IF IMPLEMENTED, THE COST FOR THE D&B REPORT WILL BE PAID FOR BY THE COUNTY AS A PASS THRU COST (NO MARK UP WILL BE ALLOWED AND INVOICE VERIFICATION OF COST WILL BE REQUIRED):

1. PAST PERFORMANCE EVALUATION REPORT

2. SUPPLIER EVALUATION REPORT

THE REPORT ORDER FORMS ARE ATTACHED AS ATTACHMENT "B" FOR YOUR USE.
FOR ANY FURTHER INFORMATION YOU REQUIRE, PLEASE CONTACT DUN & BRADSTREET AT:
PHONE: 800-476-2446
FAX: 610-807-1075

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS

11. **BID GUARANTY:**

ALL BIDDERS SHALL BE ACCOMPANIED BY EITHER A BID BOND EXECUTED BY A SURETY COMPANY MEETING THE QUALIFICATIONS FOR SURETY COMPANIES, OR BY CASH, MONEY ORDER, CERTIFIED CHECK, CASHIER'S CHECK, IRREVOCABLE LETTER OF CREDIT, (ATTACHMENT "C") TREASURER'S CHECK OR BANK DRAFT OF ANY NATIONAL OR STATE BANK, IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE PRICE, PAYABLE TO THE BOARD OF COUNTY COMMISSIONERS AND CONDITIONED UPON EXECUTING THE CONTRACT AND PROVIDING THE PERFORMANCE AND PAYMENT GUARANTY WITHIN APPROXIMATELY FIFTEEN (15) DAYS AFTER NOTIFICATION OF INTENT TO AWARD OF CONTRACT. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID GUARANTY. GUARANTY OF THE SUCCESSFUL BIDDER SHALL BE FORFEITED TO THE TO THE BOARD OF COUNTY COMMISSIONERS NOT AS A PENALTY, BUT AS LIQUIDATED DAMAGES FOR THE COST AND EXPENSE INCURRED SHOULD SAID BIDDER FAIL TO PROVIDE THE REQUIRED PERFORMANCE AND PAYMENT GUARANTY OR FAIL TO COMPLY WITH ANY OTHER REQUIREMENTS SET FORTH HEREIN. BID GUARANTIES OF THE UNSUCCESSFUL BIDDER WILL BE RETURNED AFTER AWARD OF CONTRACT.

12. **PERFORMANCE AND PAYMENT GUARANTY:**

- A. WITHIN FIFTEEN (15) DAYS AFTER NOTIFICATION OF AWARD, THE SUCCESSFUL BIDDER SHALL FURNISH A PERFORMANCE AND PAYMENT BOND ATTACHED HERETO AS ATTACHMENT "D".
- B. THE CONTRACTOR IS REQUIRED AT ALL TIMES TO HAVE A VALID PERFORMANCE AND PAYMENT GUARANTY IN FORCE COVERING THE WORK BEING PERFORMED. BOND MUST BE IN THE AMOUNT OF 100% OF TOTAL AMOUNT OF CONTRACT GUARANTEEING THE COUNTY THE SATISFACTORY PERFORMANCE OF THE WORK COVERED IN SUCH CONTRACT AS WELL AS FULL PAYMENT OF ALL SUPPLIERS, MATERIALMEN, LABORERS OR SUBCONTRACTORS EMPLOYED IN THE PROSECUTION OF THE WORK.
- C. THE CONTRACTOR AGREES TO KEEP SUCH GUARANTEE(S) OR A REPLACEMENT THEREOF, IN FORCE AT ALL TIME DURING THE PERIOD OF THE CONTRACT.
- D. IN LIEU OF THE BOND REQUIRED BY THIS SECTION, CONTRACTOR MAY FURNISH AN ALTERNATE FORM OF SECURITY WHICH SHALL BE IN THE FORM OF CASH, MONEY ORDER, CERTIFIED CHECK, CASHIERS CHECK OR IRREVOCABLE LETTER OF CREDIT OF THE FORM AND CONTAINING ALL PROVISIONS OF THE IRREVOCABLE LETTER OF CREDIT ATTACHED HERETO AS ATTACHMENT "E". SUCH ALTERNATE FORMS OF SECURITY SHALL BE FOR THE SAME PURPOSE AND SHALL BE SUBJECT TO THE SAME CONDITIONS AS THOSE APPLICABLE TO THE BOND REQUIRED BY THIS SECTION. A DETERMINATION OF THE VALUE OF SUCH ALTERNATIVE FORMS OF SECURITY SHALL BE MADE BY THE COUNTY.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS

13. **QUALIFICATIONS OF SURETY:**

A BID BOND AND PERFORMANCE AND PAYMENT BOND MUST BE EXECUTED BY A SURETY COMPANY OF RECOGNIZED STANDING, AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA AS SURETY, HAVING A RESIDENT AGENT IN THE STATE OF FLORIDA AND HAVING BEEN IN BUSINESS WITH A RECORD OF SUCCESSFUL CONTINUOUS OPERATION FOR AT LEAST FIVE YEARS.

IN ADDITION TO THE ABOVE-MINIMUM QUALIFICATIONS, THE SURETY COMPANY MUST MEET AT LEAST ONE OF THE FOLLOWING ADDITIONAL QUALIFICATIONS:

- A) THE SURETY COMPANY SHALL HOLD A CURRENT CERTIFICATE OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS IN ACCORDANCE WITH THE UNITED STATES DEPARTMENT OF TREASURY CIRCULAR 570, CURRENT REVISIONS. IF THE AMOUNT OF THE BOND EXCEEDS THE UNDERWRITING LIMITATION SET FORTH IN THE CIRCULAR, IN ORDER TO QUALIFY, THE NET RETENTION OF THE SURETY COMPANY SHALL NOT EXCEED THE UNDERWRITING LIMITATION IN THE CIRCULAR, AND THE EXCESS RISKS MUST BE PROTECTED BY COINSURANCE, REINSURANCE, OR OTHER METHODS IN ACCORDANCE WITH TREASURY CIRCULAR 297, REVISED SEPTEMBER 1, 1978 (31 DFR SECTION 223.10 SECTION 223.111). FURTHER, THE SURETY COMPANY SHALL PROVIDE THE COUNTY WITH EVIDENCE SATISFACTORY TO THE COUNTY, THAT SUCH EXCESS RISK HAS BEEN PROTECTED IN AN ACCEPTABLE MANNER.
- B.1) THE COUNTY WILL ACCEPT A SURETY BOND FROM A COMPANY WITH A RATING OF B+ OR BETTER FOR BONDS UP TO \$2 MILLION, PROVIDED, HOWEVER, THAT IF ANY SURETY COMPANY APPEARS ON THE WATCH LIST THAT IS PUBLISHED QUARTERLY BY INTERCOM OF THE OFFICE OF THE FLORIDA INSURANCE COMMISSIONER, THE COUNTY SHALL REVIEW AND EITHER ACCEPT OR REJECT THE SURETY COMPANY BASED ON THE FINANCIAL INFORMATION AVAILABLE TO THE COUNTY. A SURETY COMPANY THAT IS REJECTED BY THE COUNTY MAY BE SUBSTITUTED BY THE BIDDER OR PROPOSER WITH A SURETY COMPANY ACCEPTABLE TO THE COUNTY, ONLY IF THE BID AMOUNT DOES NOT INCREASE.
- B.2) THE SURETY COMPANY SHALL HAVE AT LEAST THE FOLLOWING MINIMUM RATINGS:

<u>AMOUNT OF BOND</u>	<u>POLICYHOLDER'S RATINGS</u>	<u>FINANCIAL SIZE CATEGORY</u>
500,001 TO 1,000,000	B+	CLASS I
1,000,001 TO 2,000,000	B+	CLASS II
2,000,001 TO 5,000,000	A	CLASS III
5,000,001 TO 10,000,000	A	CLASS IV
10,000,001 TO 25,000,000	A	CLASS V
25,000,001 TO 50,000,000	A	CLASS VI
50,000,001 OR MORE	A	CLASS VII

13. **QUALIFICATIONS OF SURETY:** (CONTINUED)

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

- C) FOR PROJECTS WHICH DO NOT EXCEED \$500,000.00 THE COUNTY SHALL ACCEPT A BID BOND AND PERFORMANCE AND PAYMENT BOND FROM A SURETY COMPANY WHICH HAS TWICE THE MINIMUM SURPLUS AND CAPITAL REQUIRED BY THE FLORIDA INSURANCE CODE AT THE TIME THE INVITATION BID IS ISSUED, IF THE SURETY COMPANY IS OTHERWISE IN COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA INSURANCE CODE, AND IF THE SURETY COMPANY HOLDS A CURRENTLY VALID CERTIFICATE OF AUTHORITY ISSUED BY THE UNITED STATES DEPARTMENT OF THE TREASURY UNDER SECTION 9304 TO 9308 OF TITLE 31 OF THE UNITED STATES CODE. (ATTACHMENT "E")
- D) THE COUNTY WILL ACCEPT A SURETY BOND FROM A COMPANY WITH A RATING OF B+ OR BETTER; PROVIDED, HOWEVER, THAT IF THE SURETY COMPANY APPEARS ON THE 'WATCH LIST' THAT IS PUBLISHED QUARTERLY BY 'FOCUS' OF THE OFFICE OF THE FLORIDA INSURANCE COMMISSIONER, THE COUNTY SHALL REVIEW AND EITHER ACCEPT OR REJECT THE SURETY COMPANY BASED ON THE FINANCIAL INFORMATION AVAILABLE TO THE COUNTY. A SURETY COMPANY THAT IS REJECTED BY THE COUNTY MAY BE SUBSTITUTED BY THE BIDDER OR PROPOSER WITH A SURETY COMPANY ACCEPTABLE TO THE COUNTY ONLY IF THE BID AMOUNT DOES NOT INCREASE.

14. **PREFERENCES**

NO CONTRACTOR SHALL RECEIVE MORE THAN ONE COUNTY-AUTHORIZED PREFERENCE FOR THE SAME PROCUREMENT. IF A CONTRACTOR IS ELIGIBLE FOR MORE THAN ONE COUNTY-AUTHORIZED BID PREFERENCE FOR A PARTICULAR PROCUREMENT, THE CONTRACTOR SHALL BE ELIGIBLE TO RECEIVE ONLY THE BID PREFERENCE THAT IS MOST FAVORABLE TO THE CONTRACTOR.

A. **DOMESTIC PARTNER CLAUSE: (ATTACHMENT "I")**

PREFERENCE FOR COUNTY CONTRACTORS PROVIDING FOR NONDISCRIMINATION OF BENEFITS FOR DOMESTIC PARTNERS. (REFERENCE ORDINANCE NO. 1999-03, AS AMENDED)

IN ACCORDANCE WITH BROWARD COUNTY CODE, CHAPTER 16 ½, SECTION 16 ½-157 AND THE BROWARD COUNTY ADMINISTRATIVE CODE, SUBSECTIONS 21.31.A., 6., 7., 8., THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS RESERVES THE RIGHT TO APPLY A PREFERENCE IN THE AWARD OF A CONTRACT TO THOSE CONTRACTORS PROVIDING FOR NONDISCRIMINATION OF BENEFITS FOR DOMESTIC PARTNERS. THIS PREFERENCE MAY BE APPLIED TO ALL AWARDS OF \$100,000 PER ANNUM OR MORE. THE DETERMINATION TO APPLY THIS PREFERENCE SHALL BE MADE BY THE BOARD OF COUNTY COMMISSIONERS.

TO BE ELIGIBLE FOR THE DOMESTIC PARTNERSHIP PREFERENCE, A CONTRACTOR'S PROGRAM ELIGIBILITY CRITERIA MUST BE SUBSTANTIALLY EQUIVALENT TO THOSE ESTABLISHED IN SECTION 16 ½-153 (B), BROWARD COUNTY CODE. A CONTRACTOR WILL BE DEEMED INELIGIBLE FOR THE DOMESTIC PARTNERSHIP PREFERENCE IF ITS BENEFITS PROGRAM DISCRIMINATES AGAINST EMPLOYEES IN VIOLATION OF THE BROWARD COUNTY HUMAN RIGHTS ACT.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS

14. **PREFERENCES** (CONTINUED)B. **LOCAL PREFERENCE CLAUSE:**

IN ACCORDANCE WITH ORDINANCE SECTION 1-74 THRU 1-79, BROWARD COUNTY CODE, THE RIGHT IS RESERVED BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE FOR A LOCAL PREFERENCE IN AN AMOUNT OF ONE PERCENT (1%) OF THE BID OR PROPOSAL.

15. **PUBLIC BID DISCLOSURE ACT:**

PURSUANT TO THE PUBLIC BID DISCLOSURE ACT, ALL PERMITS AND FEES INCLUDING BUT NOT LIMITED TO ALL LICENSES, OCCUPATIONAL LICENSE, CERTIFICATE OF OCCUPANCY (CO), PERMITS, IMPACT FEES OR INSPECTION FEES PAYABLE BY CONTRACTOR TO THE COUNTY BY VIRTUE OF THIS WORK/PROJECT, AND DISCLOSED IN THIS REQUEST FOR BIDS AND THE AMOUNT OR PERCENTAGE METHOD OF ALL SUCH LICENSES, PERMITS AND FEES REQUIRED BY BROWARD COUNTY ARE LISTED BELOW. EACH LICENSE, PERMIT OR FEE A CONTRACTOR WILL HAVE TO PAY THE COUNTY BEFORE OR DURING CONSTRUCTION OR THE % METHOD OR UNIT METHOD OF ALL LICENSES, PERMITS AND FEES REQUIRED BY THE COUNTY AND PAYABLE TO THE COUNTY BY VIRTUE OF THIS CONSTRUCTION AS PART OF THE CONTRACT IS STATED BELOW.

ALL BROWARD COUNTY PERMITS AND FEES WILL BE PAID FOR BY THE ENVIRONMENTAL ENGINEERING DIVISION.

LICENSES, PERMITS AND FEES WHICH MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

16. **OCCUPATIONAL LICENSE REQUIREMENTS:**

OCCUPATIONAL LICENSES FROM BROWARD COUNTY FIRMS WILL BE REQUIRED TO BE SUBMITTED WITHIN FIFTEEN (15) DAYS OF NOTIFICATION OF INTENT TO AWARD.

OCCUPATIONAL LICENSES WILL BE REQUIRED PURSUANT TO CHAPTER 205, FLORIDA STATE STATUTES.

17. **DRUG-FREE WORKPLACE CERTIFICATION:**

BROWARD COUNTY PROCUREMENT CODE CHAPTER 21.31.A. REQUIRES AWARDS OF COMPETITIVE SEALED BIDS AND SEALED PROPOSALS REQUIRING BOARD AWARD BE MADE ONLY TO FIRMS CERTIFYING THE ESTABLISHMENT OF A DRUG FREE WORKPLACE. THE DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT "H") MUST BE FURNISHED TO THIS OFFICE PRIOR TO AN AWARD BEING MADE. FAILURE TO PROVIDE THIS CERTIFICATION WILL RENDER YOUR OFFICE UNQUALIFIED AND INELIGIBLE FOR AWARD.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

18. **BATTERY DISPOSAL:**
IN ACCORDANCE WITH FLORIDA 1993 SOLID WASTE ACT, THE MANUFACTURERS OF HEAVY METAL BATTERIES OR THE MANUFACTURERS OF PRODUCTS POWERED BY SUCH BATTERIES ARE SOLELY RESPONSIBLE FOR THE RECLAMATION AND DISPOSAL OF SUCH USED BATTERIES AS PURCHASED BY THE COUNTY. THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY COST ASSOCIATED WITH THE RECLAMATION AND DISPOSAL OF SUCH BATTERIES.
19. **PUBLIC ENTITY CRIMES ACT (AMENDED):**
WITH REFERENCE TO PARAGRAPH 24 OF INVITATION TO BID, ELIMINATE THE REFERENCE TO \$15,000 IN EXCESS OF THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES. CATEGORY TWO THRESHOLD DOLLAR AMOUNT AT THE TIME OF BID OPENING SHALL APPLY.
20. **PERMITS:**
THE CONTRACTOR SHALL PROCURE AND PAY FOR ALL PERMITS AND LICENSES, CHARGES AND FEES AND GIVE ALL NOTICES NECESSARY AND INCIDENTAL TO THE DUE AND LAWFUL PROSECUTION OF THE WORK. THE COST OF ALL PERMITS, FEES, ETC. SHALL BE INCLUDED IN PRICE BID EXCEPT WHERE NOTED IN THE SPECIFICATIONS AND REQUIREMENTS.
21. **CODE REQUIREMENTS:**
THE CONTRACTOR AND HIS SUBCONTRACTORS ON THIS PROJECT MUST BE FAMILIAR WITH ALL APPLICABLE FEDERAL, STATE, COUNTY, CITY AND LOCAL LAWS, REGULATIONS OR CODES AND BE GOVERNED ACCORDINGLY AS THEY WILL APPLY TO THIS PROJECT AND THE ACTIONS OR OPERATIONS OF THOSE ENGAGED IN THE WORK OR CONCERNING MATERIALS USED. CONTRACTOR SHALL ASK FOR AND RECEIVE ANY REQUIRED INSPECTIONS.
22. **CONTRACTOR RESPONSIBILITIES:**
THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION AND PERFORMANCE OF ALL EQUIPMENT, MATERIALS, SERVICES, ETC. OFFERED IN HIS BID. THE CONTRACTOR IS IN NO WAY RELIEVED OF THE RESPONSIBILITY FOR THE PERFORMANCE OF ALL EQUIPMENT FURNISHED, OR OF ASSURING THE TIMELY DELIVERY OF MATERIALS, EQUIPMENT, ETC. EVEN THOUGH IT IS NOT OF HIS OWN MANUFACTURE.
23. **LIQUIDATED DAMAGES:**
- 23.1 THE COUNTY SHALL INSTRUCT THE CONTRACTOR TO COMMENCE THE WORK BY ISSUANCE OF A PURCHASE ORDER AND NOTICE TO PROCEED; THE NOTICE TO PROCEED ISSUED BY THE CONTRACT ADMINISTRATOR WILL BE SPECIFY THE STATE AND COMPLETION DATES.
- 23.2 THE WORK SHALL BE COMPLETED AND READY FOR FINAL PAYMENT WITHIN THE NUMBER OF CALENDAR DAYS SPECIFIED ON THE NOTICE TO PROCEED BY THE CONTRACT ADMINISTRATOR.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS

23. **LIQUIDATED DAMAGES:** (CONTINUED)

23.3 UPON FAILURE OF THE CONTRACTOR TO COMPLETE SAID CONTRACT WITHIN THE SPECIFIED PERIOD OF TIME (PLUS APPROVED EXTENSIONS, IF ANY) THE CONTRACTOR SHALL PAY THE COUNTY THE SUM OF SEVENTY-FIVE DOLLARS (\$75.00) FOR EACH CALENDAR DAY (PLUS APPROVED EXTENSIONS) AFTER THE TIME SPECIFIED ON THE PURCHASE ORDER FOR FINAL COMPLETION.

THIS AMOUNT IS NOT A PENALTY BUT LIQUIDATED DAMAGES TO THE COUNTY. LIQUIDATED DAMAGES ARE HEREBY FIXED AND AGREED UPON BETWEEN THE PARTIES, RECOGNIZING THE IMPOSSIBILITY OF PRECISELY ASCERTAINING THE AMOUNT OF DAMAGES THAT WILL BE SUSTAINED BY THE COUNTY AS A CONSEQUENCE OF SUCH DELAY, AND BOTH PARTIES DESIRING TO OBTAIN ANY QUESTIONS OF DISPUTE CONCERNING THE AMOUNT OF SAID DAMAGES AND THE COST AND EFFECT OF THE FAILURE OF THE CONTRACTOR TO COMPLETE THE CONTRACT ON TIME.

REGARDLESS OF WHETHER OR NOT A SINGLE CONTRACT IS INVOLVED, THE ABOVE-STATE LIQUIDATED DAMAGES SHALL APPLY SEPARATELY TO EACH PORTION OF THE PROJECT FOR WHICH A TIME OF COMPLETION IS GIVEN.

SPECIAL INSTRUCTIONS TO BIDDERS
(CONTINUED)

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS

24. **NON-COLLUSION STATEMENT:**

BY SIGNING THIS OFFER, THE VENDOR CERTIFIES THAT THIS OFFER IS MADE INDEPENDENTLY AND FREE FROM COLLUSION. VENDOR SHALL DISCLOSE BELOW, TO THEIR BEST KNOWLEDGE, ANY BROWARD COUNTY OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135 (1) (C), FLA. STAT. (1989), WHO IS AN OFFICER OR DIRECTOR OF, OR HAS A MATERIAL INTEREST IN, THE VENDOR'S BUSINESS, WHO IS IN A POSITION TO INFLUENCE THIS PROCUREMENT. ANY BROWARD COUNTY OFFICER OR EMPLOYEE WHO HAS ANY INPUT INTO THE WRITING OF SPECIFICATIONS OR REQUIREMENTS, SOLICITATION OF OFFERS, DECISION TO AWARD, EVALUATION OF OFFERS, OR ANY OTHER ACTIVITY PERTINENT TO THIS PROCUREMENT IS PRESUMED, FOR PURPOSES HEREOF, TO BE IN A POSITION TO INFLUENCE THIS PROCUREMENT. FOR PURPOSES HEREOF, A PERSON HAS A MATERIAL INTEREST THEY DIRECTLY OR INDIRECTLY OWNS MORE THAN 5 PERCENT OF THE TOTAL ASSETS OR CAPITAL STOCK OF ANY BUSINESS ENTITY, OR IF THEY OTHERWISE STAND TO PERSONALLY GAIN IF THE CONTRACT IS AWARDED TO THIS VENDOR.

FAILURE OF A VENDOR TO DISCLOSE ANY RELATIONSHIP DESCRIBED HEREIN SHALL BE REASON FOR DEBARMENT IN ACCORDANCE WITH THE PROVISIONS OF THE BROWARD COUNTY PROCUREMENT CODE.

NAME

RELATIONSHIPS

IN THE EVENT THE VENDOR DOES NOT INDICATE ANY NAMES, THE COUNTY SHALL INTERPRET THIS TO MEAN THAT THE VENDOR HAS INDICATED THAT NO SUCH RELATIONSHIPS EXIST.

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER AND SEWER MAINS**

**TO: BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA**

PLEASE FILL IN ALL BLANKS AND RETURN BID SHEETS.

BASIS OF AWARD:

AWARD WILL BE MADE TO THE RESPONSIVE AND RESPONSIBLE BIDDER OFFERING THE LOWEST GRAND TOTAL BID AMOUNT. BIDDERS MUST BID ON ALL ITEMS TO BE CONSIDERED FOR AWARD.

THE LOCATION OF THE BASE OF OPERATIONS WITHIN THE PROXIMITY OF BROWARD COUNTY WHICH WILL SERVE THIS CONTRACT IS AS FOLLOWS:

STREET ADDRESS: _____

CITY: _____

TELEPHONE NUMBER: _____

THE UNDERSIGNED AGREES TO SUBMIT UPON REQUEST A LIST OF CURRENT MAJOR EQUIPMENT AND PERSONNEL AVAILABLE FOR WORK IN BROWARD COUNTY.

THE UNDERSIGNED BIDDER WILL EXTEND ABOVE PRICES AND CONDITIONS TO ANY OTHER GOVERNMENTAL AGENCIES LOCATED WITHIN BROWARD COUNTY, FLORIDA DURING THE PERIOD OF THIS CONTRACT.

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID:

IN ACCORDANCE WITH YOUR "INVITATION FOR BID", THE GENERAL CONDITIONS, SPECIAL INSTRUCTIONS TO BIDDERS, AND ATTACHMENT "A" FOR INSTALLATION AND REPAIR SERVICE FOR SHORT WATER AND SEWER MAINS, ATTACHED HERETO AND A PART HEREOF, THE UNDERSIGNED OFFERS THE FOLLOWING:

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	CONSIDERATION FOR INDEMNIFICATION	1	EA	N/A	N/A
2	FURNISH AND INSTALL 4" DIAMETER DIP	1,000	LF	\$	\$
3	FURNISH AND INSTALL 4" DIAMETER EPOXY LINED PIPE	1,000	LF	\$	\$
4	FURNISH AND INSTALL 4" RESTRAINED JOINT	10	EA	\$	\$
5	FURNISH AND INSTALL 6" DIAMETER DIP	10,000	LF	\$	\$
6	FURNISH AND INSTALL 6" DIAMETER EPOXY LINED PIPE	3,000	LF	\$	\$
7	FURNISH AND INSTALL 6" RESTRAINED JOINT	30	EA	\$	\$
8	FURNISH AND INSTALL 8" DIAMETER DIP	10,000	LF	\$	\$
9	FURNISH AND INSTALL 8" DIAMETER EPOXY LINED PIPE	3,000	LF	\$	\$
10	FURNISH AND INSTALL 8" RESTRAINED JOINT	30	EA	\$	\$
11	FURNISH AND INSTALL 12" DIAMETER DIP	3,000	LF	\$	\$
12	FURNISH AND INSTALL 12" EPOXY LINED PIPE	3,000	LF	\$	\$
13	FURNISH AND INSTALL 12" RESTRAINT JOINT	25	EA	\$	\$
14	FURNISH AND INSTALL 4" GATE VALVE	10	EA	\$	\$
15	FURNISH AND INSTALL 6" GATE VALVE	10	EA	\$	\$
16	FURNISH AND INSTALL 8" GATE VALVE	10	EA	\$	\$
17	FURNISH AND INSTALL 12" GATE VALVE	10	EA	\$	\$
18	FURNISH AND INSTALL SAMPLE POINTS 12"	100	EA	\$	\$
19	FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY	20	EA	\$	\$
20	REMOVAL OF FIRE HYDRANT AND VALVE BOX ASSEMBLY	20	EA	\$	\$
21	EXTRA EXCAVATION	500	CY	\$	\$
22	CONSTRUCT PIPELINE AT A LOWER GRADE (8' TO 12' CUT).	1,000	LF	\$	\$
23	CONSTRUCTION PIPELINE AT LOWER GRADE (5' TO 8' CUT).	1,000	LF	\$	\$
24	FURNISH AND INSTALL DUCTILE IRON PIPE FITTINGS	10	TON	\$	\$

NAME OF BIDDER _____

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
25	FURNISH AND INSTALL EPOXY LINED DUCTILE IRON PIPE FITTINGS	5	TON	\$	\$
26	FURNISH AND INSTALL 8" PVC GRAVITY SEWER (UP TO 5' CUT)	10,000	LF	\$	\$
27	FURNISH AND INSTALL 8" PVC GRAVITY SEWER (OVER 5' TO 8' CUT)	10,000	LF	\$	\$
28	FURNISH AND INSTALL 8" PVC GRAVITY SEWER (OVER 8' TO 12' CUT)	10,000	LF	\$	\$
29	CUT AND MAKE CONNECTIONS TO EXISTING SEWER SYSTEM	20	EA	\$	\$
30	CUT AND MAKE CONNECTIONS TO EXISTING WATER SYSTEM	10	EA	\$	\$
31	FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT	15,000	SF	\$	\$
32	RESTORATION OF ASPHALT DRIVEWAYS	5,000	SF	\$	\$
33	RESTORATION OF CONCRETE DRIVEWAYS	5,000	SF	\$	\$
34	RESTORATION OF DRIVEWAYS OTHER THAN ASPHALT AND CONCRETE	1,000	SF	\$	\$
35	FURNISH AND INSTALL SOD (ST. AUGUSTINE OR BAHIA AS REQUIRED)	10,000	SY	\$	\$
36	ALLOWANCE FOR PERMITS & FEES FOR AGENCIES OTHER THAN BROWARD COUNTY COMMISSIONERS		ALLOW		\$20,000.00
37	REPLACEMENT OF 4-INCH CONCRETE SIDEWALK	3,000	SF	\$	\$
38	REPLACEMENT OF 6-INCH CONCRETE SIDEWALK	1,000	SF	\$	\$
39	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURES (3'-8') DEEP	30	EA	\$	\$
40	FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURES (8'-12') DEEP	15	EA	\$	\$
41	FURNISH AND PLACE SEEDLING AND MULCHING	2,500	SF	\$	\$
42	FURNISH AND INSTALL TRAFFIC LOOPS	15	EA	\$	\$

NAME OF BIDDER _____

SCHEDULE OF PRICES BID

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS**

BCOES PROJECT No. 8728

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
43	FURNISH AND INSTALL 1" SINGLE WATER SERVICE (SHORT)	200	EA	\$	\$
44	FURNISH AND INSTALL 1" SINGLE WATER SERVICE (LONG)	200	EA	\$	\$
45	FURNISH AND INSTALL 1" DOUBLE WATER SERVICE (SHORT)	200	EA	\$	\$
46	FURNISH AND INSTALL 1" DOUBLE WATER SERVICE (LONG)	200	EA	\$	\$
47	FURNISH AND INSTALL SINGLE SANITARY SEWER LATERAL <=6' DEEP (SHORT)	100	EA	\$	\$
48	FURNISH AND INSTALL DOUBLE SANITARY SEWER LATERAL <=6' DEEP (LONG)	100	EA	\$	\$
49	FURNISH AND INSTALL SINGLE SANITARY SEWER LATERAL >6' DEEP (SHORT)	100	EA	\$	\$
50	FURNISH AND INSTALL SINGLE SANITARY SEWER LATERAL >6' DEEP (LONG)	100	EA	\$	\$
51	FURNISH AND INSTALL DOUBLE SANITARY SEWER LATERAL <=6' DEEP (SHORT)	100	EA	\$	\$
52	FURNISH AND INSTALL DOUBLE SANITARY SEWER LATERAL <=6' DEEP (LONG)	100	EA	\$	\$
53	FURNISH AND INSTALL DOUBLE SANITARY SEWER LATERAL >6' DEEP (SHORT)	100	EA	\$	\$
54	FURNISH AND INSTALL DOUBLE SANITARY SEWER LATERAL >6' DEEP (LONG)	100	EA	\$	\$
55	TRENCH SAFETY (SEE PAGE 27)		ALLOWANCE		\$20,000
56	INSTALLATION OF WATER SERVICE LINE ON PRIVATE PROPERTY	10,000	LF	\$	\$
57	INSTALLATION OF SANITARY SERVICE LINE ON PRIVATE PROPERTY	5,000	LF	\$	\$

GRAND TOTAL BID AMOUNT

\$ _____

ITEMS 1 THRU 57

NAME OF BIDDER _____

NAME OF BIDDER _____

SCHEDULE OF PRICES BID

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS

BCOES PROJECT No. 8728

IN ACCORDANCE WITH 8.5 OF "SPECIAL INSTRUCTIONS TO BIDDER" INDICATE IF AN EXCEPTION TO INSURANCE REQUIREMENTS IS BEING REQUESTED. BE SPECIFIC AND STATE REASON:

NAME OF BIDDER _____

SCHEDULE OF PRICES BID

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS

BCOES PROJECT No. 8728

METHODS OF MEASUREMENT AND PAYMENT

ITEM NUMBER BELOW REPRESENT ITEM NUMBERS IN THE SCHEDULE OF PRICE BID. TRENCH SAFETY PRICE IS TO BE INCLUDED IN ALL ITEMS SUBJECT TO TRENCH SAFETY.

ITEM #'S 2, 5, 8 & 11 FURNISH AND INSTALL DUCTILE IRON PIPE (4", 6", 8" & 12" DIAMETER)

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING DUCTILE IRON PIPE WILL BE BASED UPON THE NUMBER OF LINEAR FEET OF PIPE ACTUALLY FURNISHED AND INSTALLED AS DETERMINED BY MEASUREMENT ALONG THE CENTERLINE OF THE PIPE IN PLACE, INCLUSIVE OF VALVE STRUCTURES, VAULTS AND CASINGS, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING DUCTILE IRON PIPE WILL BE MADE AT THE UNIT PRICE PER LINEAR FOOT OF PIPE NAMED IN THE BID SCHEDULE, WHICH PRICE CONSTITUTES FULL COMPENSATION FOR THE COMPLETE INSTALLATION OF PIPE UP TO 5' DEEP INCLUDING EXCAVATION, BACKFILL AND COMPACTION, MOBILIZATION\DEMOLIBILIZATION AND TRAFFIC CONTROL.

ITEM #'S 4, 7, 10 & 13 FURNISH AND INSTALL DUCTILE IRON PIPE (RESTRAINED) (4", 6", 8" & 12" DIAMETER)

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING RESTRAINED DUCTILE IRON PIPE WILL BE BASED UPON THE NUMBER OF JOINTS ACTUALLY FURNISHED AND INSTALLED AS DETERMINED BY COUNTING ALONG THE NUMBER OF JOINTS OF PIPE INSTALLED IN PLACE, INCLUSIVE OF VALVE STRUCTURES, VAULTS AND CASINGS, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING RESTRAINED DUCTILE IRON PIPE JOINTS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE, WHICH PRICE CONSTITUTE FULL COMPENSATION FOR COMPLETE INSTALLATION OF PIPE UP TO 5' DEEP INCLUDING EXCAVATION, BACKFILL AND MOBILIZATION\DEMOLIBILIZATION AND TRAFFIC CONTROL.

ITEM #'S 14, 15, 16, & 17 FURNISH AND INSTALL VALVES (4", 6", 8" & 12" DIAMETER)

- A. MEASUREMENT FOR PAYMENT TO FURNISH AND INSTALL VALVES WILL BE BASED UPON ACTUAL QUANTITY OF VALVES FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING GATE VALVES WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE INSTALLATION OF THE GATE VALVE, INCLUDING GATE VALVE BOX AND EXTENSION OR APPURTENANCES.

SCHEDULE OF PRICES BID

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS

BCOES PROJECT No. 8728

ITEM # 18 FURNISH AND INSTALL SAMPLE POINTS (FOR 4", 6", & 8" DIAMETER PIPE)

- A. MEASUREMENT FOR PAYMENT FOR SAMPLE POINTS WILL BE BASED UPON THE ACTUAL NUMBER OF SAMPLE POINTS FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR SAMPLE POINTS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE INSTALLATION OF SAMPLE POINT AND REMOVAL AND DISPOSAL AFTER SAMPLING IS COMPLETE.

ITEM # 19 & 20 FURNISH AND INSTALL FIRE HYDRANT ASSEMBLY

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING FIRE HYDRANT ASSEMBLIES WILL BE BASED UPON THE ACTUAL NUMBER OF FIRE HYDRANT ASSEMBLY FURNISHED AND INSTALLED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING FIRE HYDRANT ASSEMBLIES WILL BE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE AND SHALL INCLUDE FURNISHING, INSTALLING, STORING, AND TRANSPORTING. FIRE HYDRANT ASSEMBLIES SHALL INCLUDE THE COMPLETE FIRE HYDRANT, FIRE HYDRANT EXTENSIONS, PIPING, VALVES, AND OTHER FITTINGS. ALSO INCLUDED IN THIS PAY ITEM IS THE REMOVAL AND TRANSPORTING TO OES, 2555 W. COPANS ROAD OF EXISTING HYDRANT AND VALVE BOX ASSEMBLY.

ITEM # 21 EXTRA EXCAVATION

- A. THIS ITEM IS INTENDED TO COMPENSATE THE CONTRACTOR FOR THE EXCAVATION, REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, BEYOND THE LIMITS OF THE EXCAVATION, IE, MUCK, CLAY, DEBRIS OR OTHER MATERIAL THAT IN THE OPINION OF THE ENGINEER IS UNFORESEEABLE AND DELETERIOUS TO THE INSTALLATION. COMPENSATION FOR REMOVAL, DISPOSAL, AND REPLACEMENT OF SUITABLE FILL SHALL BE PAID FOR BY THE CUBIC YARD REMOVED AS MEASURED IN PLACE PRIOR TO EXCAVATION.
- B. PAYMENT FOR EXTRA EXCAVATION WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE, WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR THE EXTRA EXCAVATION, DISPOSAL OF SURPLUS OR UNSUITABLE MATERIAL; AND FOR ALL OTHER APPURTENANT WORK INCIDENTAL TO CONSTRUCTING THE PIPELINE OR STRUCTURE REQUIRING THE EXTRA EXCAVATION.

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728ITEM # 22 & 23 CONSTRUCT PIPELINE AT LOWER GRADE

- A. MEASUREMENT FOR PAYMENT FOR CONSTRUCTING THE PIPELINE AT A LOWER GRADE WILL BE BASED UPON THE ACTUAL NUMBER OF LINEAR FEET OF PIPE BEING INSTALLED AT THE ACTUAL DEPTH AS DEFINED IN THE DRAWINGS, OR ORDERED BY THE ENGINEER, COMPLETE, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR CONSTRUCTING THE PIPELINE AT A LOWER GRADE WILL BE MADE AT THE UNIT PRICE NAMED IN THE Bid SCHEDULE FOR THE DEPTH SPECIFIED, WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR THE EXCAVATION, DEWATERING, DISPOSAL OF SURPLUS OR UNSUITABLE MATERIAL, CONSTRUCTION OF THE PIPELINE AND APPURTENANCES AT THE LOWER GRADE AND FOR ALL OTHER APPURTENANT WORK IN CONSTRUCTING THE PIPELINE AT THE LOWER GRADE. THIS PRICE IS IN ADDITION TO THE UNIT PRICE STATED IN ITEMS 2 THRU 7 AND IS INTENDED AS COMPENSATION FOR THE ADDITIONAL COST OF EXCAVATION, DEWATERING, ETC., ASSOCIATED WITH THE DEEPER EXCAVATION.

ITEM # 24 FURNISH AND INSTALL DUCTILE IRON PIPE FITTINGS

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING FITTINGS SHALL BE BASED ON THE NUMBER OF TON OF FITTINGS ACTUALLY FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING FITTINGS SHALL BE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE AND SHALL INCLUDE FURNISHING, STORING, TRANSPORTING, EXCAVATION AND BACKFILL, AND RESTORATION AROUND FITTINGS.

ITEM # 26 FURNISH AND INSTALL 8" PVC GRAVITY SEWER (UP TO 5' CUT)

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING PVC PIPE WILL BE BASED UPON THE ACTUAL NUMBER OF LINEAR FEET OF PIPE CONSTRUCTED AS DETERMINED BY MEASUREMENT ALONG THE PROJECTED CENTERLINE OF THE PIPE IN PLACE, INCLUSIVE OF FITTINGS, VALVE STRUCTURES, VAULTS AND CASINGS, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING PVC PIPE WILL BE MADE AT THE UNIT PRICE PER LINEAR FOOT OF PIPE NAMED IN THE Bid SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, PROVIDING ALL NECESSARY PIPE, DEWATERING, BACKFILLING AND COMPACTION, AND MAINTENANCE OF TRAFFIC AS REQUIRED.

ITEM # 27 FURNISH AND INSTALL 8" PVC GRAVITY SEWER (OVER 5' TO 8' CUT)

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING PVC PIPE WILL BE BASED UPON THE ACTUAL NUMBER OF LINEAR FEET OF PIPE CONSTRUCTED AS DETERMINED BY MEASUREMENT ALONG THE PROJECTED CENTERLINE OF THE PIPE IN PLACE, INCLUSIVE OF FITTINGS, VALVE STRUCTURES, VAULTS AND CASINGS, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728ITEM # 27 FURNISH AND INSTALL 8" PVC GRAVITY SEWER (OVER 5' TO 8' CUT) (CONTINUED)

- B. PAYMENT FOR FURNISHING AND INSTALLING PVC PIPE WILL BE MADE AT THE UNIT PRICE PER LINEAR FOOT OF PIPE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, PROVIDING ALL NECESSARY PIPE, DEWATERING, BACKFILLING AND COMPACTION, AND MAINTENANCE OF TRAFFIC AS REQUIRED.

ITEM # 28 FURNISH AND INSTALL 8" PVC GRAVITY SEWER - (OVER 8' TO 12' CUT)

- A. MEASUREMENT FOR PAYMENT FOR CONSTRUCTING THE PVC GRAVITY SEWER (OVER 8' TO 12' CUT) DEEPER THAN DESIGNED, WILL BE BASED UPON THE ACTUAL NUMBER OF LINEAR FEET OF SEWER INSTALLED AT DEPTH BELOW THE DESIGN GRADE SPECIFIED IN THE DRAWINGS, COMPLETE, AND IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR CONSTRUCTING THE PVC GRAVITY SEWER AT 8' TO 12' CUT WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE, WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR THE EXCAVATION, DEWATERING, DISPOSAL OF SURPLUS OR UNSUITABLE MATERIAL, CONSTRUCTION OF THE PIPELINE AND APPURTENANCES AT 8' TO 12' CUT, AND FOR ALL OTHER APPURTENANT WORK IN CONSTRUCTING THE PIPELINE AND MAINTENANCE OF TRAFFIC.

ITEM #'S 29 & 30 CONNECT TO EXISTING SYSTEM

- A. MEASUREMENT FOR PAYMENT FOR CONNECTING TO EXISTING SEWER OR WATER SYSTEM WILL BE BASED UPON THE ACTUAL NUMBER OF CONNECTIONS COMPLETED, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR CONNECTING TO EXISTING SEWER OR WATER SYSTEM WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATION, DEWATERING, COMPLETE OPERATION OF THE CONNECTION INCLUDING THE INSTALLATION OF PLUG AT MAINTENANCE ACCESS STRUCTURE, BACKFILLING AND COMPACTION.

ITEM # 31 FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT

- A. MEASUREMENT FOR PAYMENT FOR ASPHALT CONCRETE PAVEMENT WILL BE BASED UPON THE ACTUAL NUMBER OF SQUARE YARDS OF PAVEMENT FURNISHED AND PLACED, AS DETAILED IN THE DRAWINGS, ALL IN ACCORDANCE WITH THE REQUIREMENT OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR ASPHALT CONCRETE PAVEMENT WILL BE MADE AT UNIT PRICE PER SQUARE YARD FOR PAVEMENT AS NAMED IN THE BID SCHEDULE SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, FURNISHING, PLACING AND COMPACTING ALL LIMEROCK BASE COURSE (8-INCHES MINIMUM AND 18-INCHES MAXIMUM), APPLYING A PRIME COAT AND FURNISHING, PLACING AND COMPACTING ALL ASPHALT SURFACE (1-INCH MINIMUM) COMPLETE IN PLACE TO THE CROSS SECTION AND THICKNESSES SHOWN ON THE DRAWINGS. THIS PAY ITEM WILL INCLUDE BUT NOT BE LIMITED TO THE REMOVAL AND DISPOSAL OF EXISTING PAVEMENT AND MAINTENANCE OF TRAFFIC.

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728ITEM # 31 FURNISH AND PLACE ASPHALT CONCRETE PAVEMENT (CONTNUED)

- C. TEMPORARY ASPHALT CONCRETE PAVEMENT MAY BE PLACED AS APPROVED BY THE ENGINEER AT NO ADDITIONAL COST.

ITEM # 32 RESTORATION OF ASPHALT DRIVEWAYS

- A. MEASUREMENT FOR PAYMENT FOR THE RESTORATION OF ASPHALT DRIVEWAYS WILL BE BASED UPON THE ACTUAL NUMBER OF SQUARE YARDS OF SUCH DRIVEWAYS RESTORED, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR RESTORING ASPHALT DRIVEWAYS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE, THIS PRICE SHALL CONSTITUTE FULL COMPENSATION FOR COMPLETING SAID WORK, INCLUDING ALL EARTHWORK, CONSTRUCTION OF THE DRIVEWAYS, AND, DISPOSAL OF EXCESS MATERIAL.

ITEM # 33 RESTORATION OF CONCRETE DRIVEWAYS

- A. MEASUREMENT FOR PAYMENT FOR THE RESTORATION OF CONCRETE DRIVEWAYS WILL BE BASED UPON THE ACTUAL NUMBER OF SQUARE YARDS OF SUCH DRIVEWAYS RESTORED, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR RESTORING CONCRETE DRIVEWAYS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE, THIS PRICE SHALL CONSTITUTE FULL COMPENSATION FOR COMPLETING SAID WORK, INCLUDING ALL EARTHWORK, CONSTRUCTION OF THE DRIVEWAYS, AND, DISPOSAL OF EXCESS MATERIAL.

ITEM # 34 RESTORATION OF DRIVEWAYS (OTHER THAN ASPHALT & CONCRETE)

- A. MEASUREMENT FOR PAYMENT FOR RESTORATION OF DRIVEWAYS (OTHER THAN ASPHALT AND CONCRETE) WILL BE BASED UPON THE ACTUAL NUMBER OF SQUARE YARDS OF DRIVEWAYS RESTORED AS SHOWN IN THE DRAWINGS, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR RESTORATION OF DRIVEWAYS (OTHER THAN ASPHALT AND CONCRETE) WILL BE MADE AT THE UNIT PRICE PER SQUARE YARD NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, ALL EARTHWORK, DISPOSAL OF THE EXISTING SURFACE, CONSTRUCTION OF THE DRIVEWAY TO THE SAME DEPTH AND MATERIAL AS THE EXISTING ONE, FURNISHING AND SETTING EXPANSION JOINT MATERIAL, DISPOSAL OF EXCESS MATERIAL, AND THE APPURTENANT ITEMS FOR WHICH SEPARATE PAYMENT IS NOT SPECIFICALLY INCLUDED IN THE BID SCHEDULE.
- C. NO PAYMENT WILL BE MADE FOR RESTORATION OF DRIVEWAYS OUTSIDE THE LIMITS SHOWN ON THE DRAWINGS UNLESS APPROVED BY THE ENGINEER.

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728ITEM # 35 FURNISH AND INSTALL SOD (ST. AUGUSTINE OR BAHIA AS REQUIRED)

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING SOD WILL BE BASED UPON THE NUMBER OF SQUARE YARDS OF SOD ACTUALLY INSTALLED, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING SOD WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR FURNISHING AND INSTALLING THE SOD, INCLUDING TOP SOILING, AND GRADING.

ITEM # 36 PERMIT FEE

- A. MEASUREMENT FOR PAYMENT FOR PERMIT FEES WILL BE BASED UPON THE ACTUAL PERMIT FEES REQUIRED BY THE CONTRACTOR FROM THE VARIOUS AGENCIES HAVING JURISDICTION FOR THE CONSTRUCTION OF THE PROJECT, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE PERMIT FEE AMOUNT SHOWN ON THE BID SCHEDULE IS AN ESTIMATE OF PERMIT FEES REQUIRED FOR THE PROJECT AND IS A COST PASS THROUGH ITEM. THE PERMIT FEES LOCATED ON PAGE 14 ARE BASED ON UNIT PRICE PER ITEM AND OWNER WILL RECONCILE THE ACTUAL COST WITH THE CONTRACTOR BY CHANGE ORDER. THE CONTRACTOR SHALL PRODUCE DOCUMENTATION UPON REQUEST VERIFYING ACTUAL COST. ONLY PERMIT FEES SUBSTANTIATED AND APPROVED BY THE ENGINEER WILL BE PAYED AS PART OF THIS BID ITEM.

ITEM #'s 37 & 38 RESTORATION OF CONCRETE SIDEWALKS

- A. MEASUREMENT FOR PAYMENT FOR RESTORING OF CONCRETE SIDEWALKS WILL BE BASED UPON THE ACTUAL NUMBER OF SQUARE FEET OF SIDEWALKS RESTORED AS SHOWN IN THE DRAWINGS, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR RESTORING CONCRETE SIDEWALKS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH PRICE SHALL CONSTITUTE FULL COMPENSATION FOR COMPLETING THE RESTORATION, INCLUDING ALL EARTHWORK, RESTORATION OF THE SIDEWALKS, FURNISHING ALL MATERIAL NECESSARY FOR THE RESTORATION OF THE SIDEWALK, DISPOSAL OF ALL EXCESS MATERIAL, AND ITEMS FOR WHICH SEPARATE PAYMENT IS NOT SPECIFICALLY INCLUDED IN THE BID SCHEDULE.

ITEM # 39 & 40 FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURES (3- 8 $\frac{1}{2}$)/(8 -12 $\frac{1}{2}$)

- A. MEASUREMENT FOR PAYMENT TO FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURES WILL BE BASED UPON THE ACTUAL QUANTITY OF MAINTENANCE ACCESS STRUCTURES CONSTRUCTED, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING MAINTENANCE ACCESS STRUCTURES WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATION, DEWATERING, BACKFILL AND COMPACTION, CONNECTION TO NEW AND EXISTING SYSTEM, AND MAINTENANCE OF TRAFFIC.

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728

ITEM # 39 & 40 FURNISH AND INSTALL MAINTENANCE ACCESS STRUCTURES (3- 8M)/(8 -12M)
(CONTINUED)

THESE ITEMS ARE ESTABLISHED FOR THE PURPOSE OF PROVIDING A METHOD FOR THE CONTRACTOR TO DO WORK ON INSTALLATION AND REPAIR SERVICE FOR WATER AND SEWER MAINS. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE CURRENT BROWARD COUNTY OFFICE OF ENVIRONMENTAL SERVICES MINIMUM CONSTRUCTION STANDARDS OR LATEST REVISION THERETO.

THE CONTRACTOR SHALL NOT REQUEST PAYMENT FOR OVERTIME. HOWEVER, THIS IS NOT TO BE CONSTRUED AS PROHIBITING THE CONTRACTOR, IF DOING WORK COVERED UNDER THIS SECTION, FROM DOING WORK DURING OVERTIME PERIODS FOR REASONS OF HIS OWN WHICH HE WILL BE COMPENSATED ON THE BASIS OF REGULAR TIME RATES AS BID HEREIN.

THE CONTRACTOR SHALL KEEP THE CONTRACT ADMINISTRATOR INFORMED OF ALL TIME PERIODS HIS CREWS OR WORKMEN WORK ON A PROJECT ORDERED UNDER THESE ITEMS.

FOR ANY WORK COVERED UNDER THESE ITEMS, THE CONTRACTOR SHALL MAINTAIN JOINT RECORDS WITH THE CONTRACT ADMINISTRATOR SHOWING IDENTIFICATION OF JOB, PURCHASE ORDER NUMBERS, NAMES OF WORKMEN, THEIR CLASSIFICATION AND ITEMIZED RATES OR ALLOWED HOURLY PAY (UNIT PRICES), PERIODS OF WORK AND ANY OTHER PERTINENT INFORMATION NECESSARY.

THE CONTRACTOR'S SUPERINTENDENT WILL NOT BE PAID FOR UNDER THIS GROUP UNLESS HE PERSONALLY ACTS AS FOREMAN ON THE JOB.

THE CONTRACTOR SHALL NOT START WORK ON ANY PROJECT UNTIL SPECIFICALLY AUTHORIZED BY THE CONTRACT ADMINISTRATOR OR WRITTEN DESIGNEE.

ITEM #43 FURNISH AND INSTALL SHORT SINGLE WATER SERVICE CONNECTION

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE BASED UPON THE ACTUAL NUMBER OF (1 INCH DIAMETER POLYETHYLENE PIPE) WATER SERVICES FURNISHED AND INSTALLED, IN ACCORDANCE WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATING, DEWATERING, THE COMPLETE INSTALLATION OF THE WATER SERVICE FROM TAPPING THE WATER MAIN AND SETTING THE METER BOX AND ALL COUPLINGS AND FITTINGS, BACKFLOW PREVENTERS, ALSO INCLUDING BACKFILLING AND COMPACTION AS WELL AS THE REMOVAL AND DISPOSAL OF THE USELESS MATERIAL E.G. EXISTING METER BOXES ETC. ALL IN ACCORDANCE WITH BCOES STANDARD DETAILS 1A/1B AND 3A. SHORT SERVICE SHALL BE CONSIDERED TO BE LESS THAN OR EQUAL TO 25' IN LENGTH AND THE MAIN SHALL FALL ON THE SAME SIDE OF THE PAVEMENT AS THE SERVICE.

SCHEDULE OF PRICES BIDRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINSBCOES PROJECT No. 8728ITEM #44 FURNISH AND INSTALL LONG SINGLE WATER SERVICE CONNECTION

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE BASED UPON THE ACTUAL NUMBER OF (1 INCH DIAMETER POLYETHYLENE PIPE) WATER SERVICES FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATING, DEWATERING, THE COMPLETE INSTALLATION OF THE WATER SERVICE FROM TAPPING THE WATER MAIN AND SETTING THE METER BOX AND ALL COUPLINGS AND FITTINGS, BACKFLOW PREVENTERS, ALSO INCLUDING CASING PIPE, BACKFILLING AND COMPACTION AS WELL AS THE REMOVAL AND DISPOSAL OF ALL USELESS MATERIAL E.G. EXISTING METER BOXES ETC. ALL IN ACCORDANCE WITH BCOES STANDARD DETAILS 1A/1B AND 3A. LONG SERVICE SHALL BE CONSIDERED TO BE GREATER THAN 25' IN LENGTH AND THE MAIN SHALL FALL ON THE OPPOSITE SIDE OF THE PAVEMENT AS THE SERVICE.

ITEM #45 FURNISH AND INSTALL SHORT DOUBLE WATER SERVICE CONNECTION

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE BASED UPON THE ACTUAL NUMBER OF (1 INCH DIAMETER POLYETHYLENE PIPE) WATER SERVICES FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATING, DEWATERING, THE COMPLETE INSTALLATION OF THE WATER SERVICE FROM TAPPING THE WATER MAIN AND SETTING THE METER BOX AND ALL COUPLINGS AND FITTINGS, BACKFLOW PREVENTERS, ALSO INCLUDING BACKFILLING AND COMPACTION AS WELL AS THE REMOVAL AND DISPOSAL OF ALL USELESS MATERIAL E.G. EXISTING SERVICE METER BOXES ETC. ALL IN ACCORDANCE WITH BCOES STANDARD DETAILS 1A/1B AND 3B. SHORT SERVICE SHALL BE CONSIDERED TO BE LESS THAN OR EQUAL TO 25' IN LENGTH AND THE MAIN SHALL FALL ON THE SAME SIDE OF THE PAVEMENT AS THE SERVICE.

ITEM #46 -FURNISH AND INSTALL LONG DOUBLE WATER SERVICE CONNECTION

- A. MEASUREMENT FOR PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE BASED UPON THE ACTUAL NUMBER OF (1 INCH DIAMETER POLYETHYLENE PIPE) WATER SERVICES FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING WATER SERVICE WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO EXCAVATING, DEWATERING, THE COMPLETE INSTALLATION OF THE WATER SERVICE FROM TAPPING THE WATER MAIN AND SETTING THE METER BOX AND ALL COUPLINGS AND FITTINGS, BACKFLOW PREVENTERS, ALSO INCLUDING CASING PIPE BACKFILLING AND COMPACTION AS WELL AS THE REMOVAL AND DISPOSAL OF ALL USELESS MATERIAL E.G. EXISTING METER BOXES ETC. ALL IN ACCORDANCE WITH BCOES STANDARD DETAILS 1A/1B AND 3B. LONG SERVICE SHALL BE CONSIDERED TO BE GREATER THAN 25' IN LENGTH AND THE MAIN SHALL FALL ON THE OPPOSITE SIDE OF THE PAVEMENT AS THE SERVICE.

SCHEDULE OF PRICES BID

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS

BCOES PROJECT No. 8728

ITEMS #47, 49, 51 & 53 FURNISH AND INSTALL SINGLE/DOUBLE SANITARY SEWER LATERALS
(SHORT)

- A. MEASUREMENT FOR PAYMENT TO FURNISH AND INSTALL SANITARY SERVICE LATERALS WILL BE BASED ON THE ACTUAL NUMBER OF SERVICES FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING SANITARY SERVICE LATERALS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATING, DEWATERING, THE COMPLETE INSTALLATION OF THE SEWER SERVICE FROM CUTTING IN THE WYE, EXTENDING THE LATERAL, INSTALLING CLEANOUT AND VALVE BOX, ALL COUPLINGS AND FITTINGS, ALSO INCLUDING BACKFILLING AND COMPACTION. ALL IN ACCORDANCE WITH BCOES STANDARD DETAILS 2A/2B AND 4A/4B. SHORT SERVICE SHALL BE CONSIDERED TO BE LESS THAN OR EQUAL TO 25' IN LENGTH AND THE MAIN SHALL FALL ON THE SAME SIDE OF THE PAVEMENT AS THE SERVICE.

ITEMS #48, 50, 52 & 54 FURNISH AND INSTALL SINGLE/DOUBLE SANITARY SEWER LATERALS
(LONG)

- A. MEASUREMENT FOR PAYMENT TO FURNISH AND INSTALL SANITARY SERVICE LATERALS WILL BE BASED ON THE ACTUAL NUMBER OF SERVICES FURNISHED AND INSTALLED, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
- B. PAYMENT FOR FURNISHING AND INSTALLING SANITARY SERVICE LATERALS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATING, DEWATERING, THE COMPLETE INSTALLATION OF THE SEWER SERVICE FROM CUTTING IN THE WYE, EXTENDING THE LATERAL, INSTALLING CLEANOUT AND VALVE BOX, ALL COUPLINGS AND FITTINGS, ALSO INCLUDING BACKFILLING AND COMPACTION. ALL IN ACCORDANCE WITH BCOES STANDARD DETAILS 2A/2B AND 4A/4B. LONG SERVICE SHALL BE CONSIDERED TO BE GREATER THAN 25' IN LENGTH AND THE MAIN SHALL FALL ON THE OPPOSITE SIDE OF THE PAVEMENT AS THE SERVICE.

ITEM #55 TRENCH SAFETY ACT

- A. MEASUREMENT AND PAYMENT WILL BE IN ACCORDANCE WITH SCHEDULE OF COSTS ESTABLISHED ON PAGE 29.

SCHEDULE OF PRICES BID

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS

BCOES PROJECT No. 8728

ITEM #56 & 57 INSTALLATION OF WATER AND SANITARY SEWER ON PRIVATE PROPERTY

- A. MEASUREMENT FOR PAYMENT TO FURNISH AND INSTALL WATER (UP TO 1-1/2") AND SANITARY (UP TO 6") SERVICE LATERALS WILL BE BASED ON THE ACTUAL NUMBER OF LINEAR FEET INSTALLED ON PRIVATE PROPERTY, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

- B. PAYMENT FOR FURNISHING AND INSTALLING SANITARY SERVICE LATERALS WILL BE MADE AT THE UNIT PRICE NAMED IN THE BID SCHEDULE WHICH SHALL CONSTITUTE FULL COMPENSATION FOR THE COMPLETE OPERATION INCLUDING, BUT NOT LIMITED TO, EXCAVATING, DEWATERING, THE COMPLETE INSTALLATION OF THE SERVICE FROM CONNECTING AT THE METER (WATER) OR CLEANOUT (SEWER) TO THE EXISTING POINT OF CONNECTION INTO THE PROPERTY OWNERS HOUSE, EXTENDING THE SERVICE LATERAL, INSTALLING CLEANOUTS (SEWER), ALL COUPLINGS AND FITTINGS, ALSO INCLUDING BACKFILLING AND COMPACTION. ALL IN ACCORDANCE WITH BCOES STANDARD DETAILS.

SCHEDULE OF PRICES BID

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS**

BCOES PROJECT No. 8728

TRENCH SAFETY ACT

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.

ON OCTOBER 1, 1990 HOUSE BILL 3183, KNOWN AS THE TRENCH SAFETY ACT BECAME LAW. THIS INCORPORATES THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) REVISED EXCAVATION SAFETY STANDARDS, CITATION 29 CFR.S.1926.650, AS FLORIDA'S OWN STANDARDS.

THE BIDDER, BY VIRTUE OF HIS SIGNATURE BELOW, AFFIRMS THAT HE IS AWARE OF THIS ACT, AND WILL COMPLY WITH ALL APPLICABLE TRENCH SAFETY STANDARDS. SUCH ASSURANCE SHALL BE LEGALLY BINDING ON ALL PERSONS EMPLOYED BY THE CONTRACTOR AND HIS SUBCONTRACTOR.

THE BIDDER IS ALSO OBLIGATED TO IDENTIFY HIS ANTICIPATED METHOD AND COST OF COMPLIANCE WITH THE APPLICABLE TRENCH SAFETY STANDARDS.

BIDDER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT. THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

THE BIDDER FURTHER IDENTIFIED THE COSTS AND METHODS SUMMARIZED BELOW:

DESCRIPTION	UNIT	QUANTITY PRICE	UNIT PRICE	EXTENDED	METHOD
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL \$				_____	

NAME OF BIDDER

AUTHORIZED SIGNATURE OF BIDDER

*BIDDER SHOULD SIGN THIS DOCUMENT WITH THE BID, BUT MUST SIGN PRIOR TO AWARD. TRENCH SAFETY IS APPLICABLE ONLY ON A PER PROJECT BASIS, IF PROJECT QUALIFIES FOR TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH STATE AND FEDERAL STATUTES. IF APPLICABLE, THE COST PER PROJECT FOR TRENCH SAFETY WILL BE NEGOTIATED AND APPLIED AGAINST THE ALLOWANCE ITEM ON THE BID SHEET.

SCHEDULE OF PRICES BID

**RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS**

BCOES PROJECT No. 8728

DO YOU QUALIFY FOR THE LOCAL PREFERENCE CLAUSE YES NO

DO YOU QUALIFY FOR THE DOMESTIC PARTNER CLAUSE YES NO

RECYCLED CONTENT INFORMATION:

1. IS THE MATERIAL IN THE ABOVE: VIRGIN OR RECYCLED (CHECK THE APPLICABLE BOX). IF RECYCLED, WHAT PERCENTAGE ___%

PRODUCT DESCRIPTION: _____

2. IS YOUR PRODUCT PACKAGED AND/OR SHIPPED IN MATERIAL CONTAINING RECYCLED CONTENT?

YES NO

SPECIFY _____

3. IS YOUR PRODUCT RECYCLABLE AFTER IT HAS REACHED ITS INTENDED END USE?

YES NO

SPECIFY _____

THE ABOVE IS NOT APPLICABLE IF THERE IS ONLY A PERSONAL SERVICE INVOLVED WITH NO PRODUCT INVOLVEMENT.

PRICE ADJUSTMENT SECTION:

PRICE OF _____ \$ _____ PER _____.

DATE _____

PERCENTAGE OF FINAL PRODUCT ATTRIBUTABLE TO _____ %.

NAME & ADDRESS OF SUPPLIER _____

NAME OF BIDDER _____

"THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS

SCHEDULE OF PRICES BID

RE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT LINE WATER AND SEWER MAINS

BCOES PROJECT No. 8728

LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUIRED:"

___ YES ___ NO

VENDOR FAX # _____

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR WEST PALM BEACH COUNTIES?

___ YES ___ NO

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID:

E-MAIL ADDRESS: _____

BEEPER #: _____ FEDERAL TAX ID #: _____
WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM BROWARD COUNTY? YES ___ NO ___

NOTICES TO BIDDER:

1. PLEASE CHECK THE FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) AND OTHER INFORMATION ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB) (YELLOW) AND *MAKE APPROPRIATE CORRECTIONS ON THE IFB*. IF THE COUNTY DOES NOT HAVE THE CORRECT INFORMATION, *PAYMENTS CANNOT BE MADE TO YOUR FIRM*.
2. *BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT (YELLOW) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.*

NAME OF BIDDER _____

ATTACHMENT "A"SPECIFICATIONS AND REQUIREMENTSRE-BID INSTALLATION AND REPAIR SERVICE FOR
SHORT WATER SEWER MAINSGENERAL:1. PURPOSE

THE PURPOSE OF THIS CONTRACT IS TO ASSIST THE OFFICE OF ENVIRONMENTAL SERVICES (AND OTHER COUNTY DIVISIONS) IN THE REPAIR AND INSTALLATION OF WATER MAINS AND SEWER MAINS AND APPURTENANCES. THE WORK TO BE DONE CONSISTS OF DISTRIBUTING, UNLOADING PIPE AND FITTINGS; LAYING, TESTING, STERILIZING MAINS; MAKING CONNECTIONS TO EXISTING PIPE LINES, SETTING VALVES, MAINTENANCE ACCESS STRUCTURES, HYDRANTS AND EXCAVATING AND BACKFILLING TRENCHES, DISPOSING OF SURPLUS MATERIAL FROM TRENCHES AND RESTORATION AS DIRECTED.

2. DEFINITIONS

THE SUCCESSFUL BIDDER, AWARDED THIS CONTRACT, IS HEREIN REFERRED TO AS THE "CONTRACTOR." IT IS UNDERSTOOD THAT THE OFFICE OF ENVIRONMENTAL SERVICES OR OTHER APPROPRIATE DIVISION WILL REPRESENT THE SAID BOARD OF COUNTY COMMISSIONERS IN THE MANAGEMENT AND SUPERVISION OF THIS CONTRACT FOR THEIR PROJECTS.

PERSONNEL AUTHORIZED TO ISSUE INSTRUCTIONS PERTAINING TO THE CONTRACT WILL HEREAFTER BE REFERRED TO AS THE "CONTRACT ADMINISTRATOR" FOR THEIR PROJECT.

FOR PURPOSE OF THIS CONTRACT, WORK ON A "PROJECT" IS WORK IN CONNECTION WITH AN INDIVIDUAL COUNTY PROJECT INVOLVING A CERTAIN IMPROVEMENT TO BE DONE DURING A DESIGNATED PERIOD OF TIME, AT A GIVEN AND FIXED LOCATION OR AREA.

THE WORD "PROJECT" IS TO BE CONSTRUED TO MEAN THE CONTRACTOR'S PORTION OF WORK, COVERED UNDER THIS CONTRACT, ON ANY GIVEN PROJECT. COUNTY PROJECTS ARE GIVEN IDENTIFYING NUMBERS KNOWN AS PROJECT NUMBERS. THE CONTRACTOR WILL HAVE MORE THAN ONE (1) PROJECT ON THIS CONTRACT AND EACH SEPARATE PROJECT WILL BE ASSIGNED A SEPARATE PURCHASE ORDER NUMBER.

3. PRIOR TO THE INITIATION OF WORK UNDER THIS CONTRACT, THE CONTRACTOR SHALL SECURE WRITTEN APPROVAL FROM THE CONTRACT ADMINISTRATOR OR OTHER PERSON ACTING IN HIS/HER BEHALF. THE CONTRACT ADMINISTRATOR (DIVISION DIRECTOR OR ASSIGNED DESIGNEE) SHALL EXPLAIN IN DETAIL, (A) THE NATURE OF THE PROJECT/PROJECTS AND (B) PROVIDE THE ESTIMATED COST OF THE REPAIR.

THE CONTRACT ADMINISTRATOR WILL PREPARE A MEMORANDUM TO FILE (ATTACHMENT "I"), DESCRIBING THE REASON FOR THE USE OF THE CONTRACT AND INDICATING THE DATE THAT APPROVAL WAS GIVEN. EACH DIVISION USING THE CONTRACT WILL NUMBER ITS USAGE OF THE CONTRACT CONSECUTIVELY STARTING WITH NUMBER ONE. THE MEMORANDUM WILL HAVE AS ATTACHMENTS:

- A. A COPY OF THE WRITTEN ESTIMATE SUBMITTED BY THE CONTRACTOR.
- B. A PRIOR USAGE HISTORY OF THE CONTRACT BY THE DIVISION.
- C. A SCREEN PRINT OF THE THREE LGFS DDB, ACCOUNTING, COMMODITY AND TEXT SCREENS FOR THE P.G. AUTHORIZING THE CONTRACTOR TO PERFORM THE REQUIRED WORK.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

**RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS**

3. **DEFINITIONS** (CONTINUED)

A COPY OF THIS MEMORANDUM WILL BE FILED IN THE OFFICE OF PROJECT MANAGEMENT AND CONSTRUCTION, PUBLIC WORKS DEPARTMENT.

UPON COMPLETION OF WORK, THE CONTRACT ADMINISTRATOR WILL SUBMIT TO THE OFFICE OF PROJECT MANAGEMENT AND CONSTRUCTION A MEMORANDUM (ATTACHMENT "J") THAT CONTAINS THE FINAL COST AND COMPLETION DATE FOR THE PREVIOUSLY APPROVED USAGE REQUEST.

4. **QUALITY OF WORK**

THE CONTRACTOR AGREES TO DO WORK COVERED UNDER THIS CONTRACT, CONFORMING TO SPECIFICATIONS CONTAINED OR REFERRED TO IN THIS CONTRACT AND SHALL PURSUE THE PROJECT IN A WORKMANLIKE MANNER. THE CONTRACTOR FURTHER AGREES TO FOLLOW APPROPRIATE WORK DRAWINGS OR SKETCHES GIVEN HIM AND TO FOLLOW INSTRUCTIONS, EITHER VERBALLY OR WRITTEN, ISSUED BY THE CONTRACT ADMINISTRATOR, INsofar AS SAID INSTRUCTIONS COME WITHIN THE SCOPE AND LIMITATIONS OF THIS CONTRACT. THE CONTRACTOR FURTHER AGREES TO COMPLY WITH THE APPROPRIATE SPECIFICATIONS AND REGULATIONS. THE CONTRACTOR FURTHER AGREES TO USE CONSTRUCTION EQUIPMENT WHICH IS SAFE AND MAINTAINED IN GOOD WORKABLE CONDITION AND TO FURNISH PROPER DIRECTION AND SUPERVISION TO WORK CREWS AND WORKMEN DOING WORK UNDER THIS CONTRACT.

5. **RESTRICTION OF TRAFFIC & PROTECTION OF JOB-SITE**

THE CONTRACTOR SHALL FURNISH ALL SAFETY BARRICADES, WARNING AND DIRECTIONAL SIGNS, WARNING LIGHTS AND ANY OTHER SAFETY DEVICES AS MAY BE NECESSARY AND APPROPRIATE TO OFFER SAFE OPERATIONAL PRACTICES, AND ADEQUATELY PROTECT THE PUBLIC. THE CONTRACTOR AGREES NOT TO RESTRICT TRAFFIC ON ANY RIGHTS-OF-WAY ANYMORE THAN IS NECESSARY TO PROPERLY PERFORM HIS WORK AND NOT TO RESTRICT TRAFFIC ON MORE THAN ONE HALF OF ANY ROADWAY WITHOUT PRIOR SPECIFIC APPROVAL OF THE CONTRACT ADMINISTRATOR. WHEN RESTRICTING TRAFFIC IN ANY MANNER, THE CONTRACTOR SHALL FURNISH AND PLACE ALL TRAFFIC CONTROL AND SAFETY DEVICES NECESSARY SUCH AS WARNING SIGNS, BARRICADES, DETOUR SIGNS, ARROW BOARDS, WARNING LIGHTS AND ANY OTHER SAFETY DEVICES AS MAY BE SAFE, NECESSARY AND APPROPRIATE. WHEN RESTRICTING ANY LANE OF TRAFFIC, THE CONTRACTOR SHALL PROVIDE FOR SAFE DIRECTION OF TRAFFIC WHERE THE VOLUME OF RESTRICTED TRAFFIC IS SUFFICIENT TO WARRANT SUCH ACTION OR WHERE AN UNSAFE CONDITION WOULD OTHERWISE BE CREATED. THE COST OF ALL SAFETY BARRICADES, WARNING AND DIRECTIONAL SIGNS, ARROW BOARDS, WARNING LIGHTS AND ANY OTHER SAFETY DEVICES AS MAY BE NECESSARY ARE TO BE INCLUDED IN THE UNIT PRICES, NO SEPARATE PAYMENT WILL BE MADE FOR THESE DEVICES.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

**RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS**

6. **WORK, EQUIPMENT AND MATERIALS TO BE FURNISHED BY THE CONTRACTOR AND COUNTY**
THE CONTRACTOR SHALL FURNISH ALL MATERIALS, EQUIPMENT, LABOR AND LABOR SUPERVISION FOR ANY WORK COVERED UNDER THIS CONTRACT.
- 6.1 THE CONTRACTOR SHALL FURNISH ALL CONSTRUCTION EQUIPMENT, INCLUDING ALL NECESSARY TOOLS, FOR ANY WORK COVERED UNDER THIS CONTRACT. THE CONTRACTOR SHALL ALSO FURNISH ALL NECESSARY TEMPORARY MATERIALS SUCH A FORMING, BRACING, SHEATHING, GUYING, SCAFFOLDING AND OTHER MATERIALS NECESSARY TO COMPLETE THE WORK WHICH DO NOT REMAIN A PERMANENT PART OF THE IMPROVEMENT.
- 6.2 **TECHNICAL SPECIFICATIONS & REQUIREMENTS**
IN GENERAL, THE CONTRACTOR WILL FURNISH MATERIALS THAT MEET THE MOST RECENT BCOES MINIMUM STANDARDS FOR CONSTRUCTION AND THE COUNTY RESERVES THE RIGHT TO PROVIDE ANY OR ALL MATERIALS.
- STANDARD MATERIALS ARE AS FOLLOWS:
- O ALL PIPE.
 - O ALL FITTINGS SUCH AS BENDS, TEES, PLUGS, CAPS, REDUCERS, OFFSETS, ETC.
 - O ALL VALVES AND VALVE BOXES.
 - O ALL HYDRANTS AND HYDRANT EXTENSION PIECES.
 - O ALL TAPPING SLEEVES AND TAPPING VALVES.
 - O ALL JOINT MATERIAL INCLUDING GASKETS, GLANDS, BOLTS AND LUBRICANT.
 - O ALL WATER TO BE USED FOR FLUSHING MAINS, STERILIZING AND PUDDLING TRENCHES.
- 6.3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING UP THE JOB-SITE WITHIN FORTY-EIGHT (48) HOURS AFTER COMPLETION OF THE WORK ON ANY PROJECT. EXCESS MATERIAL OF NO VALUE TO THE COUNTY SHALL BE DISPOSED OF AS DIRECTED BY THE CONTRACT ADMINISTRATOR.
7. **FIELD LAYOUT OF THE WORK AND AS-BUILT DRAWINGS**
THE ENTIRE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING LINE AND GRADE IN THE FIELD LIES WITH THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN AS-BUILTS OF THE LOCATION AND ELEVATION OF ALL PIPE LINES, CONDUITS, STRUCTURES, MAINTENANCE ACCESS STRUCTURES, HANDHOLES, FITTINGS AND THE LIKE AND SHALL DELIVER THESE AS-BUILTS, IN GOOD ORDER TO THE CONTRACT ADMINISTRATOR AS THE WORK IS COMPLETED. THE COST OF ALL SUCH FIELD LAYOUT AND RECORDING WORK SHALL BE INCLUDED IN THE PRICE BID FOR THE APPROPRIATE ITEMS. AS-BUILT DRAWINGS SHALL BE SIGNED AND SEALED BY A SURVEYOR LICENSED IN THE STATE OF FLORIDA.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

**RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS**

8. **METHOD OF MEASUREMENT**

THE METHOD OF MEASUREMENT OF WORK DONE BY THE CONTRACTOR ON ANY PROJECT WILL BE AS OUTLINED AND SPECIFIED UNDER VARIOUS GROUP HEADINGS OF THIS CONTRACT, (UNDER SECTION METHOD OF MEASUREMENT AND PAYMENT). ESTIMATES SHOWN ON DRAWINGS OR ISSUED BY THE CONTRACT ADMINISTRATOR, VERBALLY OR IN WRITING, PRIOR TO THE BEGINNING OF WORK ON THE PROJECT SHALL BE REGARDED AS APPROXIMATE AND NO ASSURANCE OR GUARANTEE SHALL BE ASSUMED THAT SUCH ESTIMATES WILL BE MATCHED OR EXCEEDED BY FINAL MEASUREMENT OF QUANTITIES.

8.1 THE CONTRACTOR, OR HIS REPRESENTATIVE, IS INVITED TO BE PRESENT WHEN FINAL MEASUREMENTS ARE MADE BY THE COUNTY. THE CONTRACT ADMINISTRATOR WILL NOTIFY THE CONTRACTOR OF IDENTITY OF ITEMS AND QUANTITIES AFTER MEASUREMENTS ARE MADE ON ANY JOB AFTER COMPLETION OF WORK.

9. **BASIS OF MEASUREMENTS**

SEE METHOD OF MEASUREMENT AND PAYMENT SECTION.

10. **BASIS OF PAYMENT**

THE ISSUANCE OF THE PURCHASE ORDER FOR A PROJECT, THE COUNTY (CONTRACT ADMINISTRATOR) AND CONTRACTOR SHALL COME TO A MUTUAL AGREEMENT AS TO ITEMS AND TOTAL COSTS, BASED ON A WRITTEN ESTIMATE SUBMITTED BY CONTRACTOR. PURCHASE ORDER, WHEN ISSUED, WILL PROVIDE A "NOT-TO-EXCEED" TOTAL COST FOR THE JOB.

10.1 DETERMINATION OF AMOUNT OF PAYMENT TO BE PAID TO THE CONTRACT WILL BE ACCORDING TO THE FINAL QUANTITIES AS MEASURED FOR EACH ITEM AS INDICATED AND SPECIFIED UNDER VARIOUS APPROPRIATE GROUP HEADINGS(IN SCHEDULE OF PRICES BID), OF THIS CONTRACT. ONLY FINAL PAYMENTS WILL BE MADE FOR EACH PROJECT. NO PARTIAL PAYMENTS WILL BE MADE BETWEEN BEGINNING AND COMPLETION OF WORK ON ANY GIVEN PROJECT, EXCEPT WHEN DURATION OF THE PROJECT SHALL EXCEED THIRTY (30) DAYS FROM COMMENCEMENT OF WORK, AND UPON REQUEST OF THE CONTRACTOR. TEN PERCENT (10%) OF PAYMENT EARNED WILL BE WITHHELD FROM SUCH PARTIALS UNTIL COMPLETION AND ACCEPTANCE OF THE PROJECT. UPON ACCEPTANCE OF JOB BY COUNTY AND MUTUAL APPROVAL BY COUNTY AND CONTRACTOR OF FINAL MEASUREMENTS, COUNTY WILL MAKE EVERY EFFORT TO EXPEDITE PAYMENT TO CONTRACTOR.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

**RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS**

11. **RESPONSIBILITY FOR MATERIALS**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND PRESERVATION OF ALL MATERIALS AND SUPPLIES RECEIVED FROM THE COUNTY, OR PURCHASED BY HIM AS ORDERED BY THE COUNTY, UNTIL FINAL INSPECTION OF THE WORK AND ACCEPTANCE THEREOF BY THE COUNTY. IN THE EVENT SUCH MATERIALS, EQUIPMENT AND SUPPLIES ARE LOST, STOLEN, DAMAGED OR DESTROYED PRIOR TO FINAL INSPECTION AND ACCEPTANCE, CONTRACTOR SHALL REPLACE SAME WITHOUT COST TO COUNTY. WHEN MATERIALS ARE SUPPLIED BY THE COUNTY, THE CONTRACTOR IS RESPONSIBLE FOR A VISUAL INSPECTION OF THE MATERIAL AT THE TIME OF HIS ACCEPTANCE. IF THE CONTRACTOR FINDS THE MATERIAL TO HAVE FLAWS, CRACKS OR OTHER DEFECTS, CONTRACTOR SHALL NOT TAKE RECEIPT AND SHALL NOTIFY THE CONTRACT ADMINISTRATOR IMMEDIATELY. AFTER RECEIVING THE MATERIAL, THE CONTRACTOR WILL BE RESPONSIBLE FOR IT. A WRITTEN RECEIPT SIGNED BY THE CONTRACTOR IS REQUIRED.

RESPONSIBILITY FOR RESTORATION

12. **IMPORTANT NOTES:**

RESTORATION PRICES WILL BE APPLICABLE WHEN RESTORATION IS REQUIRED AND REQUESTED FOR WORK THAT HAS BEEN ORDERED UNDER ANY ITEM OR; AS A MEANS OF ORDERING RESTORATION OF SURFACE AFTER EXCAVATIONS BY OTHERS HAVE BEEN COMPLETED OR WHERE AND WHEN DESIGNATED BY THE CONTRACT ADMINISTRATOR.

13. **DEFECTIVE WORK**

IF AT ANY TIME BEFORE FINAL ACCEPTANCE OF THE WORK OR MATERIALS DEFECTS HEREIN SHALL BE FOUND, THE CONTRACTOR SHALL PROMPTLY CORRECT SUCH DEFECTS, REMOVE AND DISPOSE OF ALL DEFECTIVE OR UNSATISFACTORY WORK OR MATERIALS, AND SUPPLY OTHER IN ACCORDANCE WITH THE CONTRACT. PREVIOUS CONSTRUCTION OF SUCH WORK WILL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR GOOD WORK OR MATERIALS, ALTHOUGH THE DEFECTS MAY HAVE BEEN OVERLOOKED BY THE CONTRACT ADMINISTRATOR, OR MAY HAVE BEEN THE RESULT OF DAMAGE FROM ANY CAUSE.

TECHNICAL PROVISIONS:

14. **INTENT AND SCOPE**

WORK UNDER THIS CONTRACT INCLUDES FURNISHING ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, SUPERVISION AND INCIDENTALS NECESSARY TO INSTALL, REPAIR AND/OR MAINTAIN DUCTILE-IRON PIPE, POLYVINYL CHLORIDE PIPE, FITTINGS, FIRE HYDRANTS, MAINTENANCE ACCESS STRUCTURES AND MISCELLANEOUS ITEMS FOR AND THROUGH THE OFFICE OF ENVIRONMENTAL SERVICES, WATER AND SEWER SYSTEM MAINS AS SPECIFIED HEREIN. ALL WORK SHALL BE COMPLETE IN PLACE AND READY FOR CONTINUOUS OPERATION IN ACCORDANCE WITH THE CURRENT BROWARD COUNTY OFFICE OF ENVIRONMENTAL SERVICES MINIMUM CONSTRUCTION STANDARDS OR LATEST REVISION THERETO. WHENEVER THERE IS A DIFFERENCE IN REQUIREMENTS OF OTHER GOVERNMENTAL ENTITIES HAVING JURISDICTION THE MORE STRINGENT SHALL APPLY.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

**RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS**

15. **SALVAGE**
ANY EXISTING EQUIPMENT OR MATERIAL, INCLUDING BUT NOT LIMITED TO VALVES, PIPES, FITTINGS, COUPLINGS, ETC., WHICH IS REMOVED AS A RESULT OF WORK/SERVICES PROVIDED ON AN ORDERED PROJECT OR JOB MAY BE DESIGNATED AS SALVAGE BY THE CONTRACT ADMINISTRATOR, AND IF SO, SHALL BE DELIVERED TO THE COUNTY BY THE CONTRACTOR AT NO ADDITIONAL COST TO A LOCATION DIRECTED BY THE CONTRACT ADMINISTRATOR. ANY EQUIPMENT OR MATERIAL NOT WORTHY OF SALVAGING SHALL BE DISPOSED OF BY THE CONTRACTOR AT A SUITABLE LOCATION.
16. **POWER**
THE CONTRACTOR SHALL FURNISH ALL ELECTRICAL OR OTHER POWER REQUIRED FOR CONSTRUCTION, TESTING AND TRIAL OPERATIONS PRIOR TO FINAL ACCEPTANCE BY THE COUNTY.
17. **MAINTENANCE OF OPERATION**
THE CONTRACTOR SHALL FULLY COOPERATE AT ALL TIMES WITH THE COUNTY IN ORDER TO MAINTAIN THE OPERATION OF THE EXISTING WATER AND/OR SEWER SYSTEM WITH THE LEAST AMOUNT OF INTERFERENCE AND INTERRUPTION POSSIBLE. THE CONTRACTOR'S SCHEDULE, PLAN AND WORK SHALL AT ALL TIME BE SUBJECT TO ALTERATION AND REVISION IF NECESSARY FOR PUBLIC HEALTH AND SAFETY CONSIDERATIONS. THE CREATION OF A PUBLIC NUISANCE WILL NOT BE PERMITTED.
- 17.1 THE CONTRACT ADMINISTRATOR RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO WORK TWENTY-FOUR (24) HOURS PER DAY IN ALL CASES WHERE, IN THEIR OPINION, INTERFERENCES WITH OPERATION OF THE SYSTEM MAY RESULT IN DANGEROUS HEALTH HAZARDS OR OFFENSIVE CONDITIONS.
- 17.2 IN NO CASE WILL THE CONTRACTOR BE PERMITTED TO INTERFERE WITH THE EXISTING SYSTEM.
18. **SITE-RESTORATION**
THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIAL AND SHALL CLEAN UP AND RESTORE THE SITE TO ITS ORIGINAL CONDITION OR BETTER. ALL DAMAGE AS A RESULT OF WORK UNDER THIS CONTRACT DONE TO EXISTING STRUCTURES, PAVEMENT, DRIVEWAYS, PAVED AREAS, CURBS AND GUTTERS, SIDEWALKS, SHRUBBERY, GRASS, TREES, UTILITY POLES, UTILITY PIPE LINES, CONDUITS, CATCH BASINS, FLAGSTONES, ROCKED, GRAVELED OR STABILIZED AREAS OR DRIVEWAYS, AND INCLUDING ALL OBSTRUCTIONS NOT SPECIFICALLY NAMED HEREIN, SHALL BE REPAIRED.
19. THE CONTRACTOR SHALL PROVIDE TEMPORARY SANITARY FACILITIES AT THE SITE.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

**RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS**

20. **STANDARDS**

WHENEVER IN THESE SPECIFICATIONS CERTAIN STANDARDS OR REGULATIONS ARE REFERRED TO BY NAME AND/OR NUMBER, THE APPLICABLE PUBLICATION SHALL BE THE LATEST REVISION THEREOF.

20.1 **REFERENCE BY ABBREVIATION IS MADE IN ACCORDANCE WITH THE FOLLOWING LIST:**

ASSHO FOR AMERICAN ASSOCIATION OF STATE HIGHWAY OFFICIALS
ANSI FOR AMERICAN NATIONAL STANDARDS INSTITUTE
AREA FOR AMERICAN RAILROAD ENGINEERS ASSOCIATION
ASTM FOR AMERICAN SOCIETY FOR TESTING MATERIALS
AWWA FOR AMERICAN WATER WORKS ASSOCIATION
ASA FOR AMERICAN STANDARDS ASSOCIATION

21. **TESTING**

ALL CCNA TESTS THAT ARE REQUIRED SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY SPECIFIED BY THE COUNTY. THE CONTRACTOR SHALL SUPPLY THE REQUESTED SAMPLES FOR THE TESTING WITHOUT ADDITIONAL COST TO THE COUNTY. THE COST FOR TESTING SHALL BE PAID BY THE COUNTY. ANY TEST WHICH FAILS TO MEET THE MINIMUM STANDARDS SHALL BE PAID FOR BY THE CONTRACTOR BY DEDUCTING THE COSTS FROM THE CONTRACT PRICE.

22. **UTILITY CROSSING**

IT IS INTENDED THAT WHEREVER EXISTING UTILITIES MUST BE CROSSED THAT THE PIPE MAY BE DEFLECTED UP TO SEVENTY-FIVE (75%) PERCENT OF THE MANUFACTURER'S RECOMMENDED LIMITS AND COVER SHALL BE USED TO SATISFACTORILY CLEAR THE OBSTRUCTION. HOWEVER, WHEN IN THE OPINION OF THE CONTRACT ADMINISTRATOR, THIS PROCEDURE IS NOT FEASIBLE, HE MAY DIRECT THE USE OF FITTINGS TO CLEAR A UTILITY CROSSING AS REQUIRED. THE MATERIALS REQUIRED FOR THIS WORK SHALL BE PROVIDED BY THE COUNTY OR PURCHASED BY THE CONTRACTOR AS SPECIFIED. SUCH FITTINGS INCLUDE RESTRAINED AND/OR TIES AS NEEDED, AND WILL BE PAID FOR ON THE BASIS OF THE BID PRICE FOR FITTINGS STATED IN THE PROPOSAL. NO ADDITIONAL COSTS SHALL BE CHARGED OR PAYMENT MADE FOR SUCH REQUIREMENTS.

23. **CONCRETE**

ALL CONCRETE USED IN OR RELATED TO THE CONSTRUCTION SHALL BE FURNISHED BY A READY-MIXED CONCRETE COMPANY REGULARLY ENGAGED IN THE BUSINESS OF SUPPLYING READY-MIXED CONCRETE. THE CONCRETE SHALL BE FURNISHED IN ACCORDANCE WITH APPLICABLE PORTIONS OF ASTM DESIGNATION C94.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

**RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS**

23. **CONCRETE** (CONTINUED)

23.1 THE MINIMUM COMPRESSIVE STRENGTH AT TWENTY-EIGHT (28) DAYS SHALL BE AS INDICATED BELOW FOR THE RESPECTIVE CLASSES. THE FINE AND COARSE AGGREGATES SHALL CONFORM TO ASTM DESIGNATION C33 AND THE SLUMP SHALL BE NOT MORE THAN 4 INCHES NOR LESS THAN 2 INCHES. ALL CONCRETE, UNLESS OTHERWISE INDICATED BY THE CONTRACT ADMINISTRATOR OR SPECIFIED IN BROWARD COUNTY OFFICE OF ENVIRONMENTAL SERVICES, DIVISION OF WATER AND WASTEWATER MINIMUM CONSTRUCTION SPECIFICATIONS OR LATEST REVISIONS SHALL BE CLASS "A".

CLASS A -- 3750 PSI
CLASS B -- 3000 PSI
CLASS C -- 2500 PSI

23.2 THE COST OF ALL CONCRETE USED FOR INSTALLATION SHALL BE INCLUDED IN THE UNIT PRICE FOR THE PARTICULAR ITEMS.

24. **CONNECTION TO EXISTING SYSTEM**

THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTION TO THE EXISTING MAINS AS REQUIRED. THE COST OF THIS WORK AND FOR THE ACTUAL CONNECTION TO THE EXISTING MAIN SHALL BE CALCULATED USING THE UNIT PRICES SPECIFIED IN THE SCHEDULE OF PRICES BID SECTION OF THIS CONTRACT . THIS INCLUDES TYING NEW SANITARY SEWERS INTO EXISTING MAINTENANCE ACCESS STRUCTURES.

24.1 DURING ALL PHASES OF THE WORK, INSTALLATION, TESTING AND RESTORATION, THE CONTRACTOR SHALL AT ALL TIMES, MAINTAIN THE OPERATION OF THE EXISTING WATER AND SEWAGE SYSTEM AND SERVICES TO THE CUSTOMERS WITH THE LEAST AMOUNT OF INTERFERENCE AND INTERRUPTION POSSIBLE.

25. THE CONTRACTOR SHALL ADVISE PROPERTY OWNERS PRIOR TO BEGINNING CONSTRUCTION IN AN EASEMENT. EASEMENT REQUIREMENTS ARE A PART OF THE EASEMENT ACQUISITION AGREEMENTS BETWEEN THE PROPERTY OWNERS AND THE COUNTY. THE CONTRACTOR SHALL CONSULT WITH, AND BE ADVISED BY THE DIVISION REQUESTING SERVICES OF ALL EASEMENT ACQUISITION AGREEMENTS.

ATTACHMENT "A"
(CONTINUED)

SPECIFICATIONS AND REQUIREMENTS

RE-BID INSTALLATION AND REPAIR FOR
SHORT WATER SEWER MAINS

26. **PROJECT SCENARIO**

THE FOLLOWING IS A STANDARD PROJECT SCENARIO UNDER THIS CONTRACT.

- * SUBMIT PROPOSAL PACKAGE
- * PURCHASE ORDER ISSUED
- * NOTICE TO PROCEED FROM CONTRACT ADMINISTRATOR OR DESIGNEE
- * INSTALLATION/REPAIR AND RESTORATION
- * AS-BUILTS FROM CONTRACTOR SIGNED AND SEALED BY SURVEYOR LICENSED IN THE STATE OF FLORIDA.
- * 12 MONTH WARRANTY BOND WITH START AND STOP DATES FROM CONTRACTOR.
- * WRITTEN COMPARISON OF CONTRACTOR'S FINAL INVOICE AGAINST INSPECTION FINAL QUANTITIES REPORT.
- * FINAL PAYMENT.

ATTACHMENT "B"

DUN & BRADSTREET ORDER FORM

PAST PERFORMANCE EVALUATION

(TO ORDER, FAX THESE FORMS)

FAX TO: DUN & BRADSTREET CORPORATION
FAX NUMBER: (610) 807-1075
ATTN: PAST PERFORMANCE EVALUATION FULFILLMENT

SECTION ONE:
ABOUT YOUR COMPANY

PLEASE PREPARE AND DISTRIBUTE A PAST PERFORMANCE EVALUATION REPORT AND SUPPLIER EVALUATION REPORT ON MY COMPANY, AS LISTED BELOW:

(YOUR COMPANY NAME)

(YOUR COMPANY STREET ADDRESS)

(CITY, STATE, ZIP)

(YOUR COMPANY PHONE NUMBER)

(YOUR COMPANY FAX NUMBER)

(YOUR PERSONAL/CONTACT NAME)

ATTACHMENT "B"
(CONTINUED)

DUN & BRADSTREET ORDER FORM

PAST PERFORMANCE EVALUATION
(TO ORDER, FAX THESE FORMS)

SECTION TWO:
THE RECIPIENT OF THE INFORMATION

PROVIDE ONE COPY OF THE PAST PERFORMANCE EVALUATION REPORT AND SUPPLIER EVALUATION REPORT ON MY COMPANY TO THE FOLLOWING:

**BROWARD COUNTY COMMISSIONERS - PURCHASING DIV., ROOM 212
115 So. ANDREWS AVENUE
FT. LAUDERDALE, FL 33301**

(AGENCY NAME & ADDRESS)

(AGENCY PHONE NUMBER)

(AGENCY FAX NUMBER)

(CONTACT NAME/ATTENTION)

BID #: _____

ATTACHMENT "B"
(CONTINUED)

PAST PERFORMANCE EVALUATION REPORT
PLEASE PROVIDE 20 OF YOUR CUSTOMERS TO BE SURVEYED

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
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CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
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CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

ATTACHMENT "B"
(CONTINUED)

PAST PERFORMANCE EVALUATION REPORT
PLEASE PROVIDE 20 OF YOUR CUSTOMERS TO BE SURVEYED

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
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CITY/STATE: _____ PHONE: _____

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CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

CUSTOMER NAME: _____
NAME OF CONTACT: _____
CITY/STATE: _____ PHONE: _____

(PLEASE DUPLICATE AS NEEDED TO PROVIDE 20 CUSTOMER NAMES)

ATTACHMENT "C"

BID GUARANTY FORM
IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE _____

ISSUING BANK'S No _____

BENEFICIARY:

BROWARD COUNTY THROUGH ITS
BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
GOVERNMENTAL CENTER
115 SOUTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33301

APPLICANT:

AMOUNT: _____
(IN UNITED STATES FUNDS)

EXPIRY:

(DATE) _____

BID/CONTRACT NUMBER _____

WE HEREBY AUTHORIZE YOU TO DRAW ON _____
(BANK, ISSUER NAME)

AT _____
(BRANCH ADDRESS)

BY ORDER OF AND FOR THE ACCOUNT OF _____
(CONTRACTOR, APPLICANT, CUSTOMER)

UP TO AN AGGREGATE AMOUNT, IN UNITED STATES FUNDS, OF _____

AVAILABLE BY YOUR DRAFT AT SIGHT, ACCOMPANIED BY:

(1) A SIGNED STATEMENT FROM THE COUNTY ADMINISTRATOR OF BROWARD COUNTY, OR THE ADMINISTRATOR'S
AUTHORIZED REPRESENTATIVE, THAT THE DRAWING IS DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS ON THE
PART OF

_____ BROWARD COUNTY AND
(CONTRACTOR, APPLICANT, CUSTOMER)

_____ PURSUANT TO THE
(CONTRACTOR, APPLICANT, CUSTOMER)
BID/CONTRACT NO. _____ FOR _____
(NAME OF PROJECT)

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN _____
(EXPIRATION DATE)

DRAFTS MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT No. _____
(NUMBER)

OF _____ DATED _____
(BANK NAME)

ATTACHMENT "C"
(CONTINUED)

THIS LETTER OF CREDIT SHALL BE RENEWED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR EACH UNLESS WE PROVIDE THE BROWARD COUNTY ADMINISTRATOR WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED, WHICH NOTICE MUST BE PROVIDED AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY RENEWED ONE (1) YEAR TERM. NOTIFICATION TO BROWARD COUNTY THAT THIS LETTER OF CREDIT WILL EXPIRE PRIOR TO PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS WILL BE DEEMED A DEFAULT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OR TO WHICH THIS LETTER OF CREDIT IS REFERRED OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

THE EXECUTION OF THE CONTRACT AND THE SUBMISSION OF THE REQUIRED PERFORMANCE AND PAYMENT GUARANTY AND INSURANCE

CERTIFICATE BY THE _____
(CONTRACTOR, APPLICANT, CUSTOMER)

SHALL BE RELEASED OF OBLIGATIONS.

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS," INTERNATIONAL CHAMBER OF COMMERCE (1984 REVISION), PUBLICATION No. 400 AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.

AUTHORIZED SIGNATURE

ATTACHMENT "D"

FORM OF PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____ AS SURETY, ARE BOUND TO THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, AS OBLIGEE, HEREINAFTER CALLED COUNTY, IN THE AMOUNT OF _____ DOLLARS (\$ _____) FOR THE PAYMENT WHEREOF CONTRACTOR AND SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY.

WHEREAS, CONTRACTOR HAS BY WRITTEN AGREEMENT ENTERED INTO A CONTRACT DATED THE _____ DAY OF _____, 2001, WITH COUNTY FOR _____ WHICH CONTRACT IS BY REFERENCE MADE A PART HEREOF, AND IS HEREINAFTER REFERRED TO AS THE CONTRACT.

THE CONDITION OF THIS BOND IS THAT IF THE CONTRACTOR:

1. PERFORMS THE CONTRACT BETWEEN THE CONTRACTOR AND THE COUNTY FOR CONSTRUCTION OF _____, THE CONTRACT BEING MADE A PART OF THIS BOND BY REFERENCE, AT THE TIMES AND IN THE MANNER PRESCRIBED IN THE CONTRACT; AND
2. PROMPTLY MAKES PAYMENTS TO ALL CLAIMANTS, AS DEFINED IN SECTION 255.05 (1), FLORIDA STATUTES, SUPPLYING CONTRACTOR WITH LABOR, MATERIALS, OR SUPPLIES, USED DIRECTLY OR INDIRECTLY BY CONTRACTOR IN THE PROSECUTION OF THE WORK PROVIDED FOR IN THE CONTRACT; AND
3. PAYS COUNTY ALL LOSSES, DAMAGES, EXPENSES, COSTS AND ATTORNEYS FEES INCLUDING APPELLATE PROCEEDINGS, THAT COUNTY SUSTAINED
4. PERFORMS THE GUARANTEE OF ALL WORK AND MATERIALS FURNISHED UNDER THE CONTRACT FOR THE TIME SPECIFIED IN THE CONTRACT, THEN THIS BOND IS VOID; OTHERWISE IT REMAINS IN FULL FORCE.

THE SURETY HEREBY WAIVES NOTICE OF AND AGREES THAT ANY CHANGES IN OR UNDER THE CONTRACT DOCUMENTS AND COMPLIANCE OR NONCOMPLIANCE WITH ANY FORMALITIES CONNECTED WITH THE CONTRACT OR THE CHANGES DOES NOT AFFECT SURETY'S OBLIGATION UNDER THIS BOND.

WHENEVER CONTRACTOR SHALL BE, AND DECLARED BY COUNTY TO BE, IN DEFAULT UNDER THE CONTRACT, THE COUNTY HAVING PERFORMED COUNTY'S OBLIGATION THEREUNDER, THE SURETY MAY PROMPTLY REMEDY THE DEFAULT, OR SHALL PROMPTLY

- (1) COMPLETE THE CONTRACT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS; OR
- (2) OBTAIN A BID OR BIDS FOR COMPLETING THE CONTRACT IN ACCORDANCE WITH ITS TERMS AND CONDITIONS, AND UPON DETERMINATION BY SURETY OF THE LOWEST RESPONSIBLE BIDDER, OR, IF THE COUNTY ELECTS, UPON DETERMINATION BY THE COUNTY AND SURETY JOINTLY OF THE LOWEST RESPONSIBLE BIDDER, ARRANGE FOR A CONTRACT BETWEEN SUCH BIDDER AND COUNTY, AND MAKE AVAILABLE AS WORK PROGRESSES (EVEN THOUGH THERE SHOULD BE A DEFAULT OR A SUCCESSION OF DEFAULTS UNDER THE CONTRACT OR CONTRACTS OF COMPLETION ARRANGED UNDER THIS PARAGRAPH) SUFFICIENT FUNDS TO PAY THE COST OF COMPLETION LESS THE BALANCE OF THE CONTRACT PRICE; BUT NOT EXCEEDING, INCLUDING OTHER COSTS AND DAMAGES FOR WHICH THE SURETY MAY BE LIABLE HEREUNDER, THE AMOUNT SET FORTH IN THE FIRST PARAGRAPH HEREOF. THE TERM "BALANCE OF THE CONTRACT PRICE," AS USED IN THIS PARAGRAPH, SHALL MEAN THE TOTAL AMOUNT PAYABLE BY COUNTY TO CONTRACTOR UNDER THE CONTRACT AND ANY AMENDMENTS THERETO, LESS THE AMOUNT PROPERLY PAID BY COUNTY TO CONTRACTOR.

ATTACHMENT "D"
(CONTINUED)

FORM OF PERFORMANCE AND PAYMENT BOND

NO RIGHT ACTION SHALL ACCRUE ON THIS BOND TO OR FOR THE USE OF ANY PERSON OR CORPORATION OTHER THAN THE COUNTY NAMED HEREIN AND THOSE PERSONS OR CORPORATIONS PROVIDED FOR BY SECTION 255.05, FLORIDA STATUTES, OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR SUCCESSORS.

ANY ACTION UNDER THIS BOND MUST BE INSTITUTED IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATIONS PROVISIONS PRESCRIBED IN SECTION 255.05(2), FLORIDA STATUTES.

SIGNED AND SEALED THIS _____ DAY OF _____, A. D., 2001

WITNESSES:

(NAME OF CORPORATION)

SECRETARY

BY: _____

(SIGNATURE AND TITLE)

BY: _____

(TYPE NAME AND TITLE SIGNED ABOVE)

(CORPORATE SEAL)

IN THE PRESENCE OF:

INSURANCE COMPANY:

BY: _____

AGENT AND ATTORNEY-IN-FACT

ADDRESS: _____

(STREET)

(CITY/STATE/ZIP CODE)

TELEPHONE NO.: _____

ATTACHMENT "E"

PERFORMANCE AND PAYMENT GUARANTY FORM

IRREVOCABLE LETTER OF CREDIT

DATE OF ISSUE _____

ISSUING BANK'S No. _____

BENEFICIARY:

BROWARD COUNTY THROUGH ITS
BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS
COUNTY ADMINISTRATOR
GOVERNMENTAL CENTER
115 SOUTH ANDREW AVENUE
FORT LAUDERDALE, FLORIDA 33301

APPLICANT:

AMOUNT: _____
IN UNITED STATES FUND

EXPIRY: _____
(DATE)

BID/CONTRACT NUMBER _____

WE HEREBY AUTHORIZE YOU TO DRAW ON _____
(BANK, ISSUER NAME)

AT _____
(BRANCH ADDRESS)

BY ORDER OF AND FOR THE ACCOUNT OF _____
(CONTRACTOR, APPLICANT, CUSTOMER)

UP TO AN AGGREGATE AMOUNT, IN UNITED STATES FUNDS, OF _____
AVAILABLE BY YOUR DRAFT AT SIGHT, ACCOMPANIED BY:

(1) A SIGNED STATEMENT FROM THE COUNTY ADMINISTRATOR OF BROWARD COUNTY, OR THE ADMINISTRATOR'S AUTHORIZED REPRESENTATIVE, THAT THE DRAWING IS DUE TO DEFAULT IN PERFORMANCE OF CERTAIN OBLIGATIONS ON THE PART OF _____ AGREED UPON BY AND BETWEEN BROWARD COUNTY AND _____ (CONTRACTOR, APPLICANT, CUSTOMER) AGREED UPON BY AND BETWEEN BROWARD COUNTY AND _____ (CONTRACTOR, APPLICANT, CUSTOMER)

PURSUANT TO THE BID/CONTRACT No. _____ FOR _____ (NAME OF PROJECT)

AND SECTION 255.05, FLORIDA STATUTES.

DRAFTS MUST BE DRAWN AND NEGOTIATED NOT LATER THAN _____ (EXPIRATION DATE)

DRAFTS MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT No. _____ (NUMBER)

OF _____ (BANK NAME), DATED _____

THIS LETTER OF CREDIT SHALL BE RENEWED FOR SUCCESSIVE PERIODS OF ONE (1) YEAR EACH UNLESS WE PROVIDE THE BROWARD COUNTY ADMINISTRATOR WITH WRITTEN NOTICE OF OUR INTENT TO TERMINATE THE CREDIT HEREIN EXTENDED, WHICH NOTICE MUST BE PROVIDED AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE ORIGINAL TERM HEREOF OR ANY RENEWED (1) YEAR TERM. NOTIFICATION TO BROWARD COUNTY THAT THIS LETTER OF CREDIT WILL EXPIRE PRIOR TO PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS WILL BE DEEMED A DEFAULT.

ATTACHMENT "E"
(CONTINUED)

PERFORMANCE AND PAYMENT GUARANTY FORM

IRREVOCABLE LETTER OF CREDIT

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENTS, INSTRUMENT, OR AGREEMENT REFERRED TO HEREIN OR TO WHICH THIS LETTER OF CREDIT IS REFERRED OR THIS LETTER OF CREDIT RELATES, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR AGREEMENT.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

OBLIGATIONS UNDER THIS LETTER OF CREDIT SHALL BE RELEASED ONE (1) YEAR AFTER THE FINAL COMPLETION OF THE PROJECT BY THE

(CONTRACTOR, APPLICANT, CUSTOMER)

AND FINAL ACCEPTANCE BY BROWARD COUNTY.

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS," INTERNATIONAL CHAMBER OF COMMERCE (1984 REVISION), PUBLICATION NO. 400 AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL.

AUTHORIZED SIGNATURE

ATTACHMENT "F"

**FORM OF CERTIFICATE AND AFFIDAVIT
FOR BONDS UNDER \$500,000.00**

TO: BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY

RE: BID NUMBER _____

BIDDER NAME _____

ADDRESS _____

PHONE _____

AMOUNT OF BOND _____

SURETY BOND:
COMPANY _____

NAME _____

ADDRESS _____

PHONE _____

THIS IS TO CERTIFY THAT, IN ACCORDANCE WITH CHAPTER 85-104, LAWS OF FLORIDA (HB1266), THE INSURER NAMED ABOVE:

HOLDS A CERTIFICATE OF AUTHORITY AUTHORIZING IT TO WRITE SURETY BONDS IN FLORIDA.

HAS TWICE THE MINIMUM SURPLUS AND CAPITAL REQUIRED BY THE FLORIDA INSURANCE CODE.

HOLDS A CURRENTLY VALID CERTIFICATE OF AUTHORITY ISSUED BY THE UNITED STATES DEPARTMENT OF TREASURY UNDER SECTION 9304 TO 9308 OF TITLE 31 OF THE UNITED STATES CODE.

DATE SIGNED _____ AGENT AND ATTORNEY-IN-FACT

AFFIDAVIT
STATE OF FLORIDA
COUNTY OF _____ } SS

BEFORE ME THIS DAY PERSONALLY APPEARED _____ CHIEF FINANCIAL OFFICER OF _____ WHO, BEING DULY SWORN, EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO AND BEFORE ME THE TRUTHFULNESS AND ACCURACY OF THE STATEMENTS IN THE FOREGOING INSTRUMENT.

SIGNATURE OF PERSON MAKING AFFIDAVIT

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2001.

NOTARY PUBLIC, STATE, STATE OF FLORIDA
My COMMISSION EXPIRES:

ATTACHMENT "G"

00124. **LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR**

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT NO. _____

TO _____

(NAME OF PRIME OR GENERAL BUILDER)

THE UNDERSIGNED INTENDS TO PERFORM WORK IN CONNECTION WITH THE ABOVE CONTRACT AS (CHECK ONE):

" AN INDIVIDUAL

" A CORPORATION

" A PARTNERSHIP

" A JOINT VENTURE

THE MINORITY STATUS OF THE UNDERSIGNED IS CONFIRMED (A) ON THE RECORDS OF THE PURCHASING DIVISION, BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY; OR (B) ON THE ATTACHED SMALL DISADVANTAGED BUSINESS ENTERPRISE IDENTIFICATION AFFIDAVIT.

THE UNDERSIGNED IS PREPARED TO PERFORM THE FOLLOWING DESCRIBED WORK IN CONNECTION WITH THE ABOVE CONTRACT,

(SPECIFY IN DETAIL PARTICULAR WORK ITEMS OR PARTS THEREOF TO BE PERFORMED.)

AT THE FOLLOWING PRICE:

YOU HAVE PROJECTED THE FOLLOWING COMMENCEMENT DATE FOR SUCH WORK, AND THE UNDERSIGNED IS PROJECTING COMPLETION OF SUCH WORK AS FOLLOWS:

<u>ITEMS</u>	<u>COMMENCEMENT DATE</u>	<u>PROJECTED PROJECTED COMPLETION DATE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ PERCENT OF THE DOLLAR VALUE OF THE SUBCONTRACT WILL BE SUBLET AND/OR AWARDED TO MINORITY CONTRACTORS AND/OR MINORITY SUPPLIERS. THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT FOR THE ABOVE WORK WITH YOU CONDITIONED UPON YOUR EXECUTION OF A CONTRACT WITH THE BOARD OF COUNTY COMMISSIONERS.

BY _____

FORM #103-25/A0514
GCF#170-39
11/22/85

ATTACHMENT "H"
DRUG FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT IT WILL PROVIDE A DRUG-FREE WORKPLACE PROGRAM BY:

- (1) PUBLISHING A STATEMENT NOTIFYING ITS EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSING, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN THE OFFEROR'S WORKPLACE...
(2) ESTABLISHING A CONTINUING DRUG-FREE AWARENESS PROGRAM TO INFORM ITS EMPLOYEES ABOUT:
(3) GIVING ALL EMPLOYEES ENGAGED IN PERFORMANCE OF THE CONTRACT A COPY OF THE STATEMENT REQUIRED BY SUBPARAGRAPH (1);
(4) NOTIFYING ALL EMPLOYEES, IN WRITING, OF THE STATEMENT REQUIRED BY SUBPARAGRAPH (1), THAT AS A CONDITION OF EMPLOYMENT ON A COVERED CONTRACT, THE EMPLOYEE SHALL:
(5) NOTIFYING BROWARD COUNTY GOVERNMENT IN WRITING WITHIN 10 CALENDAR DAYS AFTER RECEIVING NOTICE UNDER SUBDIVISION (4) (II) ABOVE...
(6) WITHIN 30 CALENDAR DAYS AFTER RECEIVING NOTICE UNDER SUBPARAGRAPH (4) OF A CONVICTION, TAKING ONE OF THE FOLLOWING ACTIONS WITH RESPECT TO AN EMPLOYEE WHO IS CONVICTED OF A DRUG ABUSE VIOLATION...
(7) MAKING A GOOD FAITH EFFORT TO MAINTAIN A DRUG-FREE WORKPLACE PROGRAM THROUGH IMPLEMENTATION OF SUBPARAGRAPHS (1) THROUGH (6).

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2001.

BY _____ (NAME OF PERSON WHO'S SIGNATURE IS BEING NOTARIZED)

AS _____ OF _____ (TITLE) (NAME OF CORPORATION/COMPANY),

KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, OR WHO PRODUCED _____ (TYPE OF IDENTIFICATION)

AS IDENTIFICATION, AND WHO DID/DID NOT TAKE AN OATH.

NOTARY PUBLIC:

(SIGNATURE)

(PRINT NAME)

MY COMMISSION EXPIRES: _____

ATTACHMENT "I"

**CERTIFICATION OF VENDORS PROVIDING
BENEFITS FOR DOMESTIC PARTNERS**

THE UNDERSIGNED VENDOR HEREBY CERTIFIES THAT ITS EMPLOYEE BENEFITS POLICIES ARE IN COMPLIANCE WITH BROWARD COUNTY ORDINANCE #1999-03, AS AMENDED BY BROWARD COUNTY ORDINANCE #1999-18, AS FOLLOWS:

A. VENDOR'S EMPLOYEE BENEFITS PROGRAM INCLUDES THE FOLLOWING MINIMUM STANDARDS:

1. ANY VENDOR'S EMPLOYEE WHO IS A PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP IS ENTITLED TO ELECT INSURANCE COVERAGE FOR HIS OR HER DOMESTIC PARTNER OR A DEPENDENT OF SUCH DOMESTIC PARTNER ON THE SAME BASIS IN WHICH ANY OTHER VENDOR'S EMPLOYEE MAY ELECT INSURANCE COVERAGE FOR HIS OR HER SPOUSE OR DEPENDENTS. A VENDOR'S EMPLOYEE'S RIGHT TO ELECT INSURANCE COVERAGE FOR HIS OR HER DOMESTIC PARTNER, OR THE PARTNER'S DEPENDENT, EXTENDS TO ALL FORMS OF INSURANCE PROVIDED BY THE VENDOR TO THE SPOUSES AND DEPENDENTS OF VENDOR'S EMPLOYEES.
2. ANY VENDOR'S EMPLOYEE WHO IS A PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP IS ENTITLED TO USE ALL FORMS OF LEAVE PROVIDED BY THE VENDOR INCLUDING, BUT NOT LIMITED TO SICK LEAVE AND ANNUAL LEAVE TO CARE FOR HIS OR HER DOMESTIC PARTNER OR THE DEPENDENT OF THE DOMESTIC PARTNER AS APPLICABLE.
3. ALL OTHER BENEFITS AVAILABLE TO THE SPOUSES AND DEPENDENTS OF VENDOR'S EMPLOYEES ARE MADE AVAILABLE ON THE SAME BASIS TO THE DOMESTIC PARTNER, OR DEPENDENT OF SUCH DOMESTIC PARTNER, OF A VENDOR'S EMPLOYEE WHO IS PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP.
4. IT IS WITHIN THE VENDOR'S DISCRETION AS TO WHAT BENEFITS ARE PROVIDED TO ITS EMPLOYEES AND WHETHER VENDOR'S EMPLOYEES WHO ARE PARTY TO A DOMESTIC PARTNERSHIP RELATIONSHIP MUST BE REGISTERED IN ACCORDANCE WITH BROWARD COUNTY ORDINANCE No. 1999-03, AS AMENDED, IN ORDER TO BE ELIGIBLE FOR ACCESS TO EMPLOYEE BENEFITS.

ATTACHMENT "I"
(CONTINUED)

CERTIFICATION OF VENDORS PROVIDING
BENEFITS FOR DOMESTIC PARTNERS
(CONTINUED)

B. THE VENDOR'S DOMESTIC PARTNERSHIP ELIGIBILITY CRITERIA ARE SUBSTANTIALLY EQUIVALENT TO THE FOLLOWING:

1. EACH DOMESTIC PARTNER IS AT LEAST 18 YEARS OLD AND COMPETENT TO CONTRACT.
2. NEITHER DOMESTIC PARTNER IS MARRIED NOR A PARTNER TO ANOTHER DOMESTIC PARTNERSHIP RELATIONSHIP.
3. THE DOMESTIC PARTNERS ARE NOT RELATED BY BLOOD.
4. CONSENT OF EITHER DOMESTIC PARTNER TO THE DOMESTIC PARTNERSHIP RELATIONSHIP HAS NOT BEEN OBTAINED BY FORCE, DURESS, OR FRAUD.
5. EACH DOMESTIC PARTNER AGREES TO BE JOINTLY RESPONSIBLE FOR EACH OTHER'S BASIC FOOD AND SHELTER.

(VENDOR SIGNATURE)

(PRINT VENDOR NAME)

STATE OF _____

COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, _____, BY _____ AS _____ OF _____ (NAME OF PERSON WHOSE SIGNATURE IS BEING NOTARIZED) _____ (TITLE) _____ (NAME OF CORPORATION/ENTITY), KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, OR WHO PRODUCED _____ AS IDENTIFICATION, AND WHO DID / DID NOT TAKE AN OATH. _____ (TYPE OF IDENTIFICATION)

NOTARY PUBLIC:

(SIGNATURE)

(PRINT NAME)

STATE OF _____ AT LARGE (SEAL)

MY COMMISSION EXPIRES: _____

ATTACHMENT "J"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY NAME AND ADDRESS OF INSURED	COMPANIES AFFORDING COVERAGES COMPANY LETTER A COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
---	---

This is to certify that policies of insurance listed below have been issued to the Insured named above and are in force at this time. 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.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
**	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input checked="" type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/ COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY <input checked="" type="checkbox"/> GARAGE			BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 500	500
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
		BODILY INJURY (EACH ACCIDENT)	\$			
		PROPERTY DAMAGE	\$			
		BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300			
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
✓	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	\$ 100 (EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 ** - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)
 ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
 - CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail **Thirty (30)** days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER
 Broward County Board of County Commissioners
 115 South Andrews Avenue
 Ft Lauderdale, FL 33301
 ATTN: Purchasing Division, Room 212
 RE: BID # L900204M1 PROJECT #

DATE ISSUED: _____
 AUTHORIZED REPRESENTATIVE
 BY: Mary M. Meister
 Mary M. Meister, CPIW
 DATE: 9-28-08