

B-4
PUMP STATION
DEMOLITION PROJECT
FOR
SOUTH BROWARD DRAINAGE DISTRICT

INVITATION TO BID

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Sealed bids for the B-4 Pump Station Demolition Project will be received at the Headquarters of the South Broward Drainage District, located at 6591 S.W. 160 Avenue, Southwest Ranches, Florida 33331, **until 3:00 p.m. on May 17, 2010. The bids will be opened publicly at 3:15 p.m. by District staff.**

Project Title: B-4 Pump Station Demolition Project

The principal items of construction include, but are not limited to:

Demolition of the existing building, removal of site improvements and canal excavation.

Each bid must be submitted in an envelope which is sealed and plainly marked "South Broward Drainage District B-4 Pump Station Demolition Project", and then shall be delivered to the South Broward Drainage District at 6591 S.W. 160 Avenue, Southwest Ranches, Florida 33331.

The Information for Bidders, Proposal, Agreement, Plans, Specifications, and other Contract Documents may be examined at the offices of the South Broward Drainage District at 6591 S.W. 160 Avenue, Southwest Ranches, Florida 33331.

No bidder may withdraw his bid within forty five (45) days after the actual date of the opening. Bidders are hereby notified that any person or affiliate who has been placed on the State Department of Management Services convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in the Florida Statutes section 287.017 for CATEGORY TWO (\$25,000) and for a period of 36 months following the date of being placed on the convicted vendor list.

All bid responses must conform to the Information to Bidders section of the bid documents and must include a properly executed Bid Form, Bidder's Confirmation of Qualifications Form, OSHA Acknowledgment, Trench Safety Act Form, Water Use/Dewatering Form and acceptable bid guarantee in the form of a Bid Bond or certified check made payable to the South Broward Drainage District in the amount of five percent (5%) of the total bid as stated in the Bid Proposal Form.

The Owner reserves the right to consider a bidder's qualifications in awarding Project.

A mandatory pre-bid conference will be held on May 13, 2010 at the B-4 Pump Station located at 501 North University Drive, Pembroke Pines at 10:00 AM. All contractors planning to submit bids must attend. **IF A CONTRACTOR FAILS TO ATTEND THE PRE-BID CONFERENCE OR IS MORE THAN 10 MINUTES LATE, HIS BID WILL NOT BE CONSIDERED.**

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INFORMATION FOR BIDDERS

1. **CONTRACT DOCUMENTS**

The following constitute the Contract Documents: Sheets 1 through 6 of the B-4 Pump Station Demolition Project date stamped April 26, 2010, Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Document Committee, Supplementary Conditions, the Agreement, Bid Proposal Form, Special Provisions, Item Notes, Technical Specifications, Exhibit A – Bid Bond, Exhibit B - Acknowledgment of Compliance with OSHA Standards Form, Exhibit C - Trench Safety, Exhibit D - Water Use/Dewatering Form and Exhibit E – Soil Boring.

2. **BIDDER**

Any person, persons, firm or corporation submitting a Proposal for the project so stated.

3. **OWNER**

The "Owner", hereinafter referred to, is the South Broward Drainage District located at 6591 S.W. 160 Avenue, Southwest Ranches, Florida 33331. Whenever the term "Owner" is used within the Contract Documents, it shall be deemed to mean "Owner, Owner's Employee or Owner's Agent".

4. **ENGINEER**

The term Engineer refers the South Broward Drainage District Director or his designee.

5. **CONTRACTOR**

The person, persons, firm, or corporation with whom the Agreement has been executed by the Owner.

6. **SITE INVESTIGATION**

Bidders must visit the location of the project, and inform themselves of the conditions that exist and make their own estimate of the facilities and difficulties attending the execution of the work. Bidders are strongly encouraged to perform subsurface investigations including soil borings, test holes and other types of investigation to familiarize themselves with the site conditions and specifically the hardness and porosity of the rock to be excavated and the ground water conditions that may be encountered. All test holes must be backfilled prior to leaving the site the same day they are dug unless approved otherwise by the Owner. Under no circumstances will the hardness of the rock to be excavated or the ground water conditions encountered be considered justification for a change order to the Agreement.

7. **PRINTED FORM FOR PROPOSALS**

If the Proposal is made by an individual, his name, post office address, and telephone number must be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership and the telephone number of the firm or partnership must be shown. If made by a corporation, the person signing the Proposal shall show the name of the state under the laws of which the corporation was chartered, also the name, business address, and telephone number of its president, secretary, and treasurer. The Proposal shall bear the seal of the corporation attested by the secretary. Anyone signing the Proposal as an agent shall file with the Proposal, legal evidence of his authority to do so.

The Proposal shall be signed by the individual or one member of a partnership or an officer of a corporation or company.

Each Bidder shall include in his bid all costs for the disposal of excess material generated on site in the performance of his work as directed by the Owner.

8. LUMP SUM CONTRACT

This is a lump sum contract. Unit prices shall be utilized only in calculating progress payments and the cost of change orders resulting from changes to the design. The field measurement of quantities will not affect the contract price.

Any bidder finding a discrepancy between the plans and the quantities listed in the Bid Proposal Form shall bring that discrepancy to the Owner's attention prior to the bid opening so that such discrepancies can be addressed in an addendum to the bid documents.

9. UNIT PRICE ITEMS

The unit prices are to include the furnishing of all materials, plant equipment, tools, equipment and all other facilities and the performance of all labor and services necessary or proper for the completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

Bidders shall include unit prices for the following items. These unit prices are to be used for progress payments and to determine the cost of change orders.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
1.	Mobilization	Lump Sum
2.	Maintenance of Traffic	Lump Sum
3.	Erosion/Pollution Control	Lump Sum
4.	Fence Removal	Linear Foot
5.	Building Demolition	Lump Sum
6.	Pipe, Riprap and Sheet Pile Demolition	Lump Sum
7.	Earthwork	Lump Sum
8.	Guardrail	Linear Foot
9.	Argentine Bahia Sod	Square Yard.

10. QUALIFICATIONS OF BIDDERS

The Contract will be awarded only to a responsible and eligible bidder, qualified by experience and capable of providing required bonds and in a financial position to do the work specified herein and to complete the work within the time schedule specified.

At the time of bid or proffer of bid, the Bidder shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the City of Pembroke Pines or Broward County.

All license, certificate and experience requirements must be met by the Bidder as opposed to a Subcontractor. Bids submitted by Bidders who do not directly hold the required licenses and certificates or who rely on a Subcontractor to meet the experience criteria will be rejected.

When requested, a Bidder shall present evidence of such certificates and licenses to the Owner.

11. DISQUALIFICATION OF BIDDERS

No Bidder shall submit more than one Proposal, and reasonable grounds for believing that a Bidder is interested in more than one Proposal for the same work will cause rejection of all Proposals in which such Bidder or Bidders are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Bidders. No participants in such collusion will be considered in future Proposals for the same work. Proposals in which the prices are unbalanced will be rejected.

12. SUBCONTRACTORS AND SUPPLIERS

Bidder shall include in his Proposal, the names and addresses of all subcontractors who will perform work representing a value of Ten (10) percent or more of the Contract Price.

This list shall be submitted with the intent that the Bidder shall employ these subcontractors for the trades noted. Should the Owner voice an objection to any of the listed firms, the Bidder shall

submit for the Owner's approval and selection, the name or names of other subcontractors which may be employed in lieu thereof and shall at the same time indicate the change to the price or prices on his Proposal for each selection.

13. OMISSIONS; DISCREPANCIES; INTERPRETATIONS AND ADDENDUM

Should a Bidder find discrepancies in, or omissions from, the Drawings, Specifications or Contract Documents, he should at once notify the District Director of the South Broward Drainage District. No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents, Specifications or Plans, or be effective to modify any of the provisions of the Contract Documents. Every request for an interpretation shall be submitted in writing to the Owner and will be answered in the form of an addendum and addressed and forwarded to all parties who have received a set of Documents. Receipt of each addendum shall be acknowledged in the Proposal. No bidder shall contact the Engineers directly during the bid process.

14. DELIVERY OF PROPOSALS

Proposals shall be delivered by the time and to the place stipulated in the Invitation To Bid. It is the sole responsibility of the bidder to see that his Proposal is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

15. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, any time prior to the opening of the bids, by either appearing personally with positive identification or by a proper notarized written request. No bidder may withdraw his bid for forty five (45) days after the bid opening.

16. POSTPONEMENT OF DATE FOR PRESENTING AND OPENING PROPOSALS

The Owner's Agent reserves the right to postpone the date for presentation and opening of Proposals and will give telephone and written notice of any such postponement to each party receiving a set of Documents.

17. ACCEPTANCE OR REJECTION OF PROPOSALS

The Owner reserves the right to wave any informalities and to reject any or all Proposals. Without limiting the generality of the foregoing, any Proposal which is incomplete, obscure or irregular may be rejected; any Proposal having erasures or corrections in the Bid Schedule, may be rejected; any Proposal which omits a bid on any one or more items in the Bid Schedule may be rejected.

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GENERAL CONDITIONS

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SUPPLEMENTARY CONDITIONS

I. ARTICLE 1

1.01 Amend 1.01.A.15 to read as follows:

“Wherever the term “Contractor” is used in the Contract Documents it shall mean the Contractor, its employees, suppliers, subcontractors, invitees, and agents.”

Amend 1.01.A.19 to read as follows:

“Wherever the term Engineer is used it shall refer to the District Director of the South Broward Drainage who prepared the plans included in the Contract Documents or his designees.

Amend 1.01.A.29 to read as follows:

“Wherever the term “Owner” is used in the Contract Documents it shall mean the South Broward Drainage District, its designated employees and agents.”

II. ARTICLE 3

Add the following paragraphs immediately after Paragraph 3.03.A.2.

The Contractor shall check all Drawings furnished to him immediately upon their receipt and shall promptly notify the Owner of all errors, inconsistencies, omissions and discrepancies. Figures marked on Drawings shall, in general, be followed in preference to scale measurements. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of a difference between the Drawings and the Specifications, the Specifications shall govern. In case of a discrepancy either in the figures, in the Drawings or in the Specifications, the matter shall be submitted to the Owner who shall make a determination in writing. Any adjustment by the Contractor without such a determination by the Owner shall be at his own risk and expense. All deviations made by the Contractor from the Specifications and Drawings will be compiled and provided to the Owner. The Owner may furnish, from time to time, such detailed Drawings and other information considered necessary to clarify the Contract.

Omissions from the Drawings or Specifications or the misidentification of details of work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misidentified details of the work as if fully and correctly described in the Drawings and Specifications. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without providing written notice to the Owner, the Contractor shall assume responsibility for such performance and shall be responsible for all costs associated with said performance and correction of same.

III. ARTICLE 4

4.01 Delete 4.01.B.

4.02 Delete 4.02.A.

4.03 Delete 4.03.A through 4.03C and replace it with the following:

“Under no circumstances will the hardness of the rock, the depth of the rock or the elevation of the rock to be excavated or the ground water conditions encountered be considered justification for a change order to the Agreement.”

IV. ARTICLE 5

5.02 Add the following language to 5.02A.

Additional liability coverage for the Owner shall be provided by endorsement as an additional insured on the Contractor's General Liability Policy.

Add the Owner as follows:

Owner - South Broward Drainage District
6591 SW 160th Avenue
Southwest Ranches, Florida 33331

5.04 Add the following after Paragraph 5.04.B.7

The Contractor shall, at his own expense, purchase and maintain such insurance as will protect the Owner and the Contractor from any claims under workers' compensation laws; disability benefit laws or other similar employee laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, or any person other than his employees including claims insured by usual personal injury liability coverage; from claims for injury to or destruction of tangible property including loss of use resulting therefrom – any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts may be legally liable.

- A. Said insurance shall include all major divisions of coverage and be on a comprehensive basis including:
1. Premises Operations (including X, C and U coverage as applicable).
 2. Independent Contractor's Protective.
 3. Products and Completed Operations.
 4. Personal Injury Liability with Employment Exclusion deleted.
 5. Contractual Liability.
 6. Owned, non-owned and hired motor vehicles.
 7. Broad Form Property Damage including Completed Operations.
- B. The limits of said insurance shall provide coverage for not less than the following amounts:
1. Workers' Compensation, etc.
 - a. State Statutory
 - b. Applicable Federal (e.g. Longshoreman's and/or Maritime) Statutory
 - c. Employer's Liability
 - \$ 100,000.00 /by accident – each accident
 - \$ 100,000.00 /by disease – employee
 - \$ 500,000.00 /by disease – policy limits
 2. Contractor's Liability Insurance which will also include completed operations, product liability coverage, elimination of the exclusion with respect to property under the care, custody and control of the Contractor and; independent contractors; contractual broad form property damage:
 - a. General Aggregate (Except Products -Completed Operations) \$ 2,000,000.00
 - b. Products - Completed Operations Aggregate \$ 1,000,000.00
 - c. Personal and Advertising Injury (Per Person/Organization) \$ 1,000,000.00
 - d. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000.00
 - e. Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.
 - f. Excess Liability
 - General Aggregate \$ 2,000,000.00
 - Each Occurrence \$ 2,000,000.00

- g. Fire Damage (Any one fire) \$ 50,000.00
3. Automobile Liability
- a. Bodily Injury:
- Each Person \$ 1,000,000.00
- Each Accident \$ 2,000,000.00
- b. Property Damage:
- Each Occurrence \$ 1,000,000.00
- OR
- c. Bodily Injury and Property Damage
Combined Single Limit:
- Each Occurrence \$ 2,000,000.00
- Aggregate \$ 2,000,000.00
4. The Contractual Liability coverage required shall provide coverage for not less than the following amounts:
- a. General Aggregate \$ 3,000,000.00
- b. Bodily Injury and Property Damage
- c. Combined Each Occurrence \$ 3,000,000.00
- d.
5. Acceptance of a Certificate of Insurance by District for coverage of limits less than specified herein shall not waive the requirements of this section or reduce the Contractor's liability below the limits specified herein.
6. Subject to any limitations which may be provided by Florida Statutes, Section 725.06, the Contractor shall indemnify and hold harmless the Owner for liability for damages to persons or property caused in whole or in part by any act, omission or default of the Owner arising from the Agreement or its performance, an amount which shall not be less than \$1,000,000.00 per occurrence. Pursuant to Florida Statutes Section 725.06(2), the Contractor shall indemnify and hold harmless the Owner, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the contract.
- C. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance. The Contractor shall require similar waivers by subcontractors.
- D. It is understood and agreed that insurance coverage required herein shall specifically include, any claim for damages for personal injury, including wrongful and accidental death, and property damages which may arise by reason of the Contractor, its agent or representatives or subcontractors, depositing spoil material on lands within the Project limits and/or on property located adjacent to the Project limits.
- E. Prior to commencing the Work, the Contractor shall procure and maintain at its own expense, until one year after completion and final acceptance of the Work, the following insurance that shall protect the Contractor from and indemnify and hold harmless the Owner from:
1. Any claims under Workers Compensation, disability benefits, and other similar employee benefit acts.

2. Any claims for damage because of bodily injury, sickness, disease or death of any person other than his employees.
 3. Any claim for damages insured by usual personal liability coverage which are sustained by (1) any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person.
 4. Any claim for damages because of injury to, or destruction of tangible property including loss of use resulting therefrom.
- F. The Contractor shall provide: Workers Compensation and employer's liability insurance in accordance with the laws of the State of Florida. Exempt status will not be accepted.
- G. Prior to commencing the work, the Contractor shall furnish certificates from all insurance companies showing the above insurance in force, stating policy number, dates of expiration and limits of liabilities thereunder and copies of all insurance policies.
- H. The Contractor agrees that neither he nor his insurance company will subrogate any loss or claim to the Contractor's equipment or personnel against the Owner and further providing that the insurance will not be canceled or changed prior to at least thirty (30) days after written notice of such cancellation or change has been mailed to the Owner and showing the Owner as a loss payee under such policies.

5.06 Delete this section entirely.

V. ARTICLE 6

6.08A Delete paragraph 6.08A in its entirety and insert the following paragraph:

No permit fees are to be included in this bid. If any permit fees are required for any work, the Owner will pay the actual cost of said permit either directly or as an extra to the Agreement.

6.11 Add the following Paragraphs immediately after 6.11A.1.

The Contractor recognizes that its work activities may generate complaints from adjacent property owners and property owners in the vicinity of the Project. The Contractor agrees that should such complaints be forwarded to the Contractor, whether by the Owner or otherwise, the Contractor will respond in an appropriate manner within 24 hours. The Contractor further agrees that if the Contractor receives complaints from any entity other than the Owner, it will notify the Owner, in writing, of the complaint within 24 hours.

The Contractor is prohibited from entering, encroaching upon or storing material on any property outside the project limits without the express written permission of the affected property owner(s).

The Contractor shall restore all damages to existing wetlands, uplands, all rights-of-way, easements, South Broward Drainage District facilities and surface and underground facilities resulting directly or indirectly from his construction operations to a condition equal to or better than the condition existing prior to construction.

Add the following Paragraphs immediately after 6.11.B.

Contractor shall remove from the job site all waste materials and debris resulting from his construction activities. This includes items like broken pipe, used forms, grease cans, etc.

6.13 Add the following Paragraphs immediately after 6.13.A.

The Contractor accepts complete and total responsibility for all aspects of safety related to work under the Agreement. Furthermore, the Contractor agrees that neither the Owner nor the Engineer have any responsibility for any aspect of safety related to work performed under the Agreement.

The Contractor agrees that during the progress of work under the Agreement, he will, at all times, comply with the safety requirements of OSHA, The Florida Trench Safety Act, City of Pembroke Pines and Broward County and Contractor does hereby save and hold harmless Owner, Owner's agents and employees from any liability, damages, costs, or expenses, attorneys' fees and court costs through all trial and appellate levels arising out of any injury to persons or property sustained by reason of the default or neglect of the Contractor to properly comply with any of the above safety requirements or any other applicable safety requirements and to protect the work covered by this Agreement.

In compliance with the applicable provisions of the Rules of the Florida Department of Commerce, the Contractor shall provide adequate and sufficient barricades and maintain safe conditions at the job site at all times.

The Contractor shall be responsible for providing first-aid services and medical care to all his employees. The Contractor shall be responsible for development and maintenance of an effective fire protection and prevention program at the job site throughout all the phases of construction, repair, alterations or demolition work. The Contractor shall establish and maintain good housekeeping practices throughout all phases. The Contractor shall be responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions, including safety belts, lifelines and lanyards.

Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this section from the Contractor to the Owner. The Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site. Employees required to handle or use toxins, caustics and other harmful substances shall be instructed regarding the safe handling and use and be made aware of the potential hazards, personal hygiene and personal protective measures required. All work shall meet and be in compliance with standards and regulations set forth by Occupational Safety and Health Administration (OSHA), Florida Department of Labor and Employment Security and any and all other appropriate Federal, State, Local or District safety health standards, including but not limited to, OSHA Excavation Safety Standards as enumerated in the "Trench Safety Act" Section 553.60-553.64, Florida Statutes. The Contractor is and shall remain throughout the duration of the Contract, responsible for all OSHA Safety Standards and all requirements of the Trench Safety Act.

6.16 Amend 6.16.A as follows:

Insert the words "without special instruction or authorization" between the words act and to in the 3rd line.

In the 4th and 8th lines, replace the word "Engineer" with "Owner".

Add the following paragraph immediately after Paragraph 6.16.A.

The Contractor shall be required to secure or remove from the site, prior to a named storm event, any materials or equipment which could cause bodily injury, damage to the work, the Owner's installations and/or public or private property. Site excavations shall be required to be secured and/or backfilled. The Contractor is responsible for preparing for all storm events. The Contractor shall take the necessary precautions to protect the walking and motoring public from harm due to construction activity. Contractor shall maintain stormwater and drainage flow as may be required to prevent adverse effects of stormwater which would normally flow through the existing and proposed facilities.

6.17 Delete the paragraph 6.17.A.1.a in its entirety and insert the following in its place:

The Contractor shall submit four (4) sets of each required shop drawing to the Owner.

VI. ARTICLE 7

7.01 Add the following paragraph immediately after Paragraph 7.01.B.

Contractor shall fully cooperate with such other contractors and Owner's employees and carefully coordinate his own work with such additional work as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by the Owner's employees.

VII. ARTICLE 10

10.05 Add the following Paragraph immediately after 10.05.A.

The Owner shall have the right to determine all questions as to the performance and acceptability of the Work covered by the Agreement and as to completion of the Work specified herein.

Add the following Paragraph immediately after 10.05.E.

In the event the District is named a Defendant in a suit or suits, action, or actions, claim or claims for injuries, death or damages, the District in its sole discretion may retain such money as is due to the Contractor under the Agreement as the District determines to be required for payment of such suit or suits, action, or actions, claim or claims for injuries, death or damages, as aforesaid until said suit or suits, action, or actions, claim or claims for injuries, death or damages, shall have been settled and suitable evidence to that effect furnished to the Owner.

VIII. ARTICLE 13

13.03 Delete Paragraphs 13.03.B, 13.03.C and 13.03.D. Add the following Paragraphs immediately after 13.03.A

All laboratory and density tests required for compliance with these specifications shall be performed by a laboratory under contract to and as directed by the Owner.

The Contractor's requests for tests shall be made to the Owner. Tests shall be requested in a timely manner to avoid unnecessary delays. The Contractor shall schedule his work to allow for a reasonable amount of time for the tests to be performed and the results evaluated.

All tests that pass shall be paid for by the Owner. All tests that fail shall be paid for by the Contractor. The Owner shall have the option to require the Contractor to reimburse the Owner for the cost of failed tests or to deduct the cost from the Contractor's pay requests.

IX. ARTICLE 14

Delete Paragraph 14.04 in its entirety and insert the following Paragraph in its place:

Substantial Completion is the stage in the progress of the work when the work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use.

When the Contractor considers that the work, or a portion thereof, which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such a list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Owner will make an inspection to determine whether the work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Contractor's list, which is not in compliance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion by the Owner, complete or bring into compliance such item upon notification by the Owner. The Contractor shall then submit a request for another inspection by the Owner to determine Substantial Completion. When the work, or designated portion thereof, is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall

establish the date of Substantial Completion, and shall establish the responsibilities between the Owner and Contractor for security, maintenance, utilities, damage to the work and insurance, as applicable and shall fix the time within which the Contractor shall finish all items on the list accompanying this Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the work, or designate portion otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Contractor for written acceptance of responsibilities assigned to it in such Certificate.

If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Contractor and without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted. If the value of the remaining balance for work not fully completed or corrected is less than retainage stipulated in the Contract Documents, the written consent of surety to payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Payments of the retained percentage shall not become due until the Contractor has fulfilled all requirements of the Contract Documents, the Owner has accepted the work and the Contractor has submitted to the Owner a waiver of liens as described herein.

X. ARTICLE 16

Article 16. Delete this section entirely.

XI. ARTICLE 17

17.05 Add the following Paragraph immediately after 17.05A.

The Contract Documents shall be governed by the laws of Broward County and the State of Florida.

Any and all legal proceedings relating to the Agreement shall be under the jurisdiction of and shall take place in the courts of Broward County, Florida.

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AGREEMENT

This "Agreement" made this _____ day of _____, 2010 by and between the South Broward Drainage District located at 6591 S. W. 160 Avenue, Southwest Ranches, Florida 33331 (hereinafter called the "Owner") and _____ located at _____ (hereinafter called the "Contractor").

WITNESSETH THAT:

I. GENERAL

- A. The name of this project is B-4 Pump Station Demolition Project
- B. Wherever the pronoun he is used in the Contract Documents, it shall refer to all genders.
- C. The term Engineer refers to the South Broward Drainage District Director or his designee.
- D. All references to a number of days for the completion of any portion of this project shall mean consecutive calendar days, unless specifically specified otherwise.
- E. All tasks stated in the Contract Documents to be performed by the Engineer may be performed by the Owner or other authorized representatives of the Owner as may be determined and so designated by the Owner.
- F. The Contractor has agreed and by these presence does hereby agree with the Owner, that he will duly perform, carry out and be bound by each and every one of the terms, provisions, conditions, covenants and agreements as set out and contained in this Agreement and the other Contract Documents, for the consideration herein mentioned, at his own cost and expense, to furnish all permits, equipment, tools, materials and labor of every description necessary for and to carry out and complete in a good, firm, substantial, and workmanlike manner and in strict conformity with the specifications, the excavation and related work shown on and described in the Contract Documents.
- G. The Contractor acknowledges that he has investigated and correlated his observations with the requirements of this Agreement and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, traffic control, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, canal stages or similar physical conditions at the site and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Contractor or the Owner, as well as from information presented by the Drawings and Specifications made a part of this Agreement. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner, its officers or employees, prior to the execution of this Agreement, unless such information has been stated expressly in the Contract Documents.
- H. The following constitute the Contract Documents: Sheets 1 through 6 of the B-4 Pump Station Demolition Project plans as prepared by the South Broward Drainage District and date stamped April 26, 2010 Standard General Conditions of the Construction Contract prepared by the Engineers Joint Contract Document Committee, Supplementary Conditions, the Agreement, Bid Proposal Form, Special Provisions, Item Notes, Technical Specifications, Exhibit A – Bid Bond, Exhibit B - Acknowledgment of Compliance with OSHA Standards Form, Exhibit C - Trench Safety Act Form, Exhibit D - Water Use/Dewatering Form and Exhibit E – Soil Borings.
- I. Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications or Bid Proposal, in

lawful money of the United States, the amount of _____
_____ (\$ _____) based on the quantities and units stated in the Bid Proposal Form.

- J. The Contractor hereby agrees that it is the Contractor's absolute responsibility to comply with each and every requirement and regulation of any and all applicable governmental entities.
- K. Notwithstanding any provisions of the Contract Documents to the contrary, the scope of the work shall include, but not be limited to, the following:

The principal items of work include the Demolition of the existing building, removal of site improvements and canal excavation.

II. WAGES

- A. The rate of wages of all laborers, mechanics and apprentices employed by the Contractor or any Subcontractor on the work covered by this Agreement shall not be less than the prevailing rate for wages for similar skills or classifications.
- B. The Contractor shall fully comply with all laws and regulations concerning labor, work hours, wage rates, labor conditions and related matters.

III. PAYMENT

- A. Upon faithful performance of this Agreement in all respects by the Contractor, the Owner agrees to pay the Contractor for all items of work performed and materials furnished, the lump sum price shown in the Bid Proposal Form. The Owner will not be required to make any partial payments under this contract.
- B. The Contractor will furnish the Owner, with the application for Payment, Releases of Lien for all Subcontractors and suppliers, a Release of Lien for the work for which payment has been received and an affidavit stating the Contractor's outstanding obligations to any subcontractors and suppliers.
- C. No final payment will be made or become due to the Contractor until evidence has been submitted by the Contractor of the payment to all subcontractors and suppliers involved in the performance of the Work, and said subcontractors and suppliers have furnished affidavits that such obligations have been paid, or, if not paid, what outstanding obligations exist and as to such outstanding obligations satisfactory releases must be furnished.
- D. Final payment for the work will become due and payable within thirty (30) days after completion of the work according to this Agreement, the Contract Documents, and acceptance thereof by the Owner, and all applicable governmental or quasi-governmental authorities.
- E. The Owner has no obligation under this agreement to make any partial payments whatsoever.

IV. TRANSFER OF OBLIGATIONS

The Contractor agrees that he will not transfer or assign this Agreement without written approval from the Owner (which may be arbitrarily withheld). Should the Contractor assign this agreement without written approval from the Owner, this agreement shall become null and void. In this event, the Contractor shall continue to be responsible for obligations ascribed to him by this contract.

V. SCHEDULE

- A. The Owner shall issue a notice to proceed within thirty (30) days of the date of execution of this Agreement and the Contractor agrees, to commence with the work within thirty (30) days of the date of the notice to proceed and to faithfully prosecute the same in a continuous and uninterrupted manner and to have the same completed in all respects in accordance with the Contract Documents, within **thirty (30) consecutive calendar days** from the date of the Notice to Proceed.
- B. The Owner and the Contractor recognize that time is of the essence in this Agreement and that the Owner will suffer financial loss if the Work is not completed within the schedule specified in this Agreement, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the Owner if the work is not completed on time. Accordingly, the Owner and the Contractor agree that as liquidated damages and for delay (but not as a penalty) the Contractor shall pay the Owner five hundred

dollars (\$500.00) for each consecutive calendar day after the completion date specified in this Agreement until the work is complete. The Owner shall have the right to deduct from the final payment all such amounts with the Contractor being liable to the Owner for any deficiency. For the purpose of this clause "completion" shall mean the date on which the last element of the construction work performed by the Contractor pursuant to this Agreement is approved by the Owner in writing.

- C. Should the Owner be prohibited by governmental order or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after its commencement, the Contractor shall not be entitled to make any claims for damage.

VI. ATTORNEY FEES

In the event either party brings suit for enforcement of this Agreement to resolve any issues, the prevailing party shall be entitled to attorney fees and court costs in addition to any other remedy afforded by law.

VII. WARRANTY

The Contractor shall warrant all work performed by him and materials provided by him for a period of one year from the date of final acceptance by the Owner. Any faulty work will be restored to the approved condition at no cost to the Owner and said restored work will further be warranted for a period of one year from the date of restored acceptance.

In witness whereof, the parties hereto have executed this Agreement on the day first written above, and three (3) counterparts, each of which shall without proof or accounting for the other counterpart, be deemed an original Agreement.

WITNESSES:

Print Name

Signature

Print Name

Signature

WITNESSES:

Signature

Print Name

Signature

Print Name

CONTRACTOR:

_____.

By: _____

Print Name: _____

Date _____

SOUTH BROWARD DRAINAGE DISTRICT:

By: _____
S. Scott Hodges, Chairperson

By: _____
Robert E. Goggin IV, Secretary

Date: _____

BID PROPOSAL FORM

South Broward Drainage District

Gentleman:

Re: B-4Pump Station Demolition Project

The undersigned hereby declares that he has examined the site work and has fully informed himself of the conditions that exist at the project site. He further declares that he has examined all Contract Documents and fully familiarized himself with the said Documents and also any Local, State, County, and Federal laws pertaining to this project.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the bid as Principal or Principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Agreement to be entered into; that this Bid is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder shall furnish prices for all bid items. Failure to do so may render the Bid invalid and cause its rejection.

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addendums, if issued, for the prices shown below.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Price</u>
1.	Mobilization	Lump Sum	\$ _____	<u>1</u>	\$ _____
2.	Maintenance of Traffic	Lump Sum	\$ _____	<u>1</u>	\$ _____
3.	Erosion/Pollution Control	Lump Sum	\$ _____	<u>1</u>	\$ _____
4.	Fence Removal	Linear foot	\$ _____	<u>25</u>	\$ _____
5.	Building Demolition	Lump Sum	\$ _____	<u>1</u>	\$ _____
6.	Pipe, Riprap and Sheet Pile Demolition	Lump Sum	\$ _____	<u>1</u>	\$ _____
7.	Earthwork	Lump Sum	\$ _____	<u>1</u>	\$ _____
8.	Guardrail	Linear Foot	\$ _____	<u>25</u>	\$ _____
9.	Argentine Bahia Sod	Square Yd.	\$ _____	<u>76</u>	\$ _____
Grand Total Bid Price					\$ _____

All applicable federal, state and local taxes are included in the Bid Price. Included in this lump sum bid as consideration for the Contractor's indemnification obligations as stated in Article 6.20 of the General Conditions is \$10.00. This amount is not to be added to, or subtracted from the above stated lump sum price for the District's determination of the lowest acceptable bid.

The Contractor by signing this bid proposal form acknowledges that the cost of compliance with the Florida Trench Safety Act (Exhibit C) is included in the Grand Total Bid Price.

Both the Bidder and the licensee shall fill in the information below, pursuant to Chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Bidder is an individual, he must be licensed. (Please print or type, excluding signatures).

NAME: _____.
ADDRESS: _____
FEIN OR SOCIAL SECURITY NUMBER: _____
LICENSE NUMBER: _____

STATE OR COUNTY: _____
LICENSE TYPE: _____

(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: N/A

(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: _____ Office: _____ Cell: _____

ADDENDUM ACKNOWLEDGMENT (if necessary):

The Bidder has received Addendum N^o _____ dated _____.

The Bidder has received Addendum N^o _____ dated _____.

The Bidder has received Addendum N^o _____ dated _____.

The Bidder has received Addendum N^o _____ dated _____.

(If a CORPORATION is the Bidder, fill in the
name of the Corporation, followed by the
signature of the President or Vice President)

By: _____.
Name of Corporation

Address of Corporation

Signature of President/Vice President

By: _____
President/Vice President

(IF THE BIDDER IS A CORPORATION, AFFIX CORPORATE SEAL)

SPECIAL PROVISIONS
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SPECIAL PROVISIONS

I. AUTHORITY OF THESE PROVISIONS

All statements under this provision are intended to supplement or to modify the information for bidders, the General Conditions, Supplementary Conditions, the Item Notes, the Technical Specifications and the Plans and such statements herein stated in these provisions shall govern.

II. ACCOMMODATION OF LOCAL TRAFFIC

The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) at all times.

III. SURVEYS, LINES AND GRADES

The Contractor shall furnish all original and replacement surveys necessary for construction of the project, including detailed stake-out, line and grade stakes, and bench marks as required.

Prior to beginning construction, the Contractor shall provide the Owner with all information related to the survey bench mark(s) to be used by the Contractor including: location, source and identification number.

Contractor shall provide documentation of reference points being used for construction and confirmation that they are correct.

As-built surveys shall be performed by a surveyor under contract to and as directed by the Owner. The Contractor's requests for as-built surveys shall be made to the Owner. As-built surveys shall be requested in a timely manner to avoid unnecessary delays. The Contractor shall schedule his work to allow for a reasonable amount of time for the surveys to be performed and the results evaluated.

All as-built surveys that reflect work performed in accordance with the Contract Documents shall be paid for by the Owner. All as-built surveys that reflect work not in conformance with the Contract Documents will be paid for by the Contractor. The Owner shall have the option to require the Contractor to reimburse him for the cost of such surveys or to deduct the cost from the Contractor's pay requests.

IV. POLLUTION CONTROL

During the entire course of construction operations, the Contractor shall control and conduct such operations and institute maintenance procedures to prevent pollution of adjacent lands and surface waters and deposition of solids caused by either material runoff or pumped discharges from the construction area. The Contractor shall use turbidity screens or other best management practices that may be necessary to maintain water quality standards.

The Contractor shall submit a Notice of Intent to the Florida Department of Environmental Protection prior to starting construction.

The Contractor shall employ a Qualified Stormwater Management Inspector certified by the Florida Department of Environmental Protection. Said inspector shall comply with all of the applicable sections of the Florida Stormwater, Erosion and Sedimentation Control Inspectors Manual.

The Contractor shall take all necessary measures to prevent dust and airborne sand from impacting adjacent properties. These measures may include watering and the application of calcium chloride or any other approved legal method.

The Contractor shall not receive any additional compensation for pollution control activities.

If any fines or penalties are incurred as a result of the Contractor's actions or inactions, the Contractor shall be fully and solely responsible for those fines or penalties whether they were levied against the Contractor, Owner or Engineer.

The Contractor shall apply for, secure and abide by the terms of a dewatering permit if any of his activities or those of his subcontractors warrant a dewatering permit from any government agency.

If any pollution of the land or water occurs, directly or indirectly, as a result of the Contractor's work, the Owner shall have the right, but not the obligation to clean up the pollution or to hire a company to clean up the pollution and to back charge the Contractor for the cost of the clean up. The Owner shall have the option to require the Contractor to reimburse him for the cost of such clean up or to deduct the cost from the Contractor's pay requests.

V. DISPOSAL OF WASTE MATERIALS AND DEBRIS

Contractor shall remove from the job site, all waste materials and debris resulting from his construction activities. This includes items such as broken pipes, grease cans, rocks, plastic, paper, wood, metal, concrete etc. The Contractor shall provide all means of protecting the Owner's Property or other surrounding properties from any hazardous waste by methods approved by all governmental agencies having jurisdiction.

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ITEM 9 ARGENTINE BAHIA SOD.....	Page 30

ITEM NOTES

GENERAL

All Pay Items include the furnishing of all labor, equipment, materials and testing necessary to complete the work included in the Item.

ITEM 3 - EROSION/POLLUTION CONTROL

- A. The work covered by this item shall include, but not be limited, to all actions, installations, precautions and measures necessary to comply with all applicable government regulations related to the erosion of soil or vegetation or impacts on the water quality of any body of water.
- B. This item shall include all measures necessary to comply with all dewatering regulations.
- C. This item shall include sweeping and otherwise cleaning the haul routes including dust control.
- D. The Contractor shall utilize, as appropriate, silt fences, turbidity barriers, best management practices and other necessary measures to control erosion as specified in Florida Department of Transportation Standard Index Numbers 100, 101, 102 and 103.

ITEM 4 – FENCE REMOVAL

The work covered by this item, shall include but not be limited to, the removal from the site of an existing chain link fence.

ITEM 5 – BUILDING DEMOLITION

The work covered by this item shall include, but not be limited to:

- A. The disposal of all of the contents of the build.
- B. Demolition of the building including its foundation.
- C. Separating the building's materials for disposition.
- D. Disposal of all material except concrete off site.
- E. Breaking up concrete rubble.

ITEM 6 - PIPE, RIPRAP AND SHEET PILE DEMOLITION

The work covered by this item shall include, but not be limited to:

- A. The disposal of all pipe and sheet pile off site.
- B. The removal of the aluminum flap gate and collar without damage. This gate is to be given to the Owner on-site.

ITEM 7 – EARTHWORK

The work covered by this section shall include but not be limited to:

- A. Excavating the canal as shown on the plans
- B. Disposing of excavated material in accordance with the Plans and Technical Specifications.
- C. Placement of concrete and sand-cement bubble.
- D. Grading of the canal banks from the edge of water to the top of bank.

ITEM 9 - ARGENTINE BAHIA SOD

- A. The work covered by these items shall include, but not be limited to final grading in preparation for the placement of sod and the placement and watering of sod in areas disturbed by construction.
- B. This item includes sodding all areas impacted by construction of the project.
- C. The cost of all final grading on the project and the cost of watering the sod shall be included in the unit price for sod.

TECHNICAL SPECIFICATIONS

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- I. GENERAL
- II. EARTHWORK
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- IV. PIPE, RIPRAP AND SHEET PILE DEMOLITION
- VI. SOD

TECHNICAL SPECIFICATIONS

SECTION 1 - GENERAL

I. APPLICABLE CODES

- A. General
All construction and materials shall conform to the standards and specifications of the South Broward Drainage District (SBDD), South Florida Water Management District (SFWMD) and all other local and national codes where applicable.
- B. Construction Safety
All construction shall be done in a safe manner, specifically, the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the Manual of Uniform Traffic Control Devices (MUTCD) shall be strictly observed.
- C. Trench Safety Act
Contractor shall be solely responsible for compliance with the state of Florida Trench Safety Act, F.S. Section 560, etc.
- D. Survey Data
All elevations on the plans or referenced in the specifications are based on the National Geodetic Vertical Datum of 1929 (NGVD).

II. CONTRACTOR'S PRECONSTRUCTION RESPONSIBILITIES

- A. Upon receipt of notice of award, the Contractor shall arrange a preconstruction conference with the Owner.
- B. The Contractor shall obtain a "Sunshine Certification Number" at least 48 hours prior to beginning any excavation. The Contractor shall be responsible for damage to any existing utilities for which he fails to request locations. He shall also be responsible for damage to any existing utilities for which he requests locations.
- C. The Contractor shall verify the size, location, elevation and material of all existing utilities within the area of construction. If upon excavation, an existing utility is found to be in conflict with the proposed construction or to be of a size or material different from that shown on the plans, the Contractor shall immediately notify the Owner.

III. INSPECTIONS

The Contractor shall notify SBDD (954) 680-3337 at least 24 hours prior to the inspection of the following items:

- A. Removal of the building.
- B. Excavation of the canal.
- C. Sodding the canal banks.
- E. Final grading.

F. Final inspection

IV. MAINTENANCE OF TRAFFIC (MOT)

A. General

1. The Contractor shall comply with all of the requirements of the Broward County Traffic Engineering Division (BCTED) at all times.
2. The Contractor shall maintain traffic in accordance with BCTED MOT.
3. The individuals who submit, set up and maintain the MOT plan for the Contractor and are in charge of the flagging operation of the MOT plan shall be certified in accordance with Broward County criteria.

B. Temporary Diversions

1. Barriers
 - a. Barriers shall be placed adjacent waterways if the clear zone is less than the minimum required clear zone areas per FDOT Standard Index 600.
 - b. Barriers shall be water filled barriers constructed and installed in accordance with FDOT, Qualified Product List, items S102-2401 through S102-2404, Water filled Temporary Barrier Walls.
 - c. Attenuators shall be utilized on the ends of barriers if the end of the barrier is within the clear zone of on-coming traffic.

SECTION 2 - SITE WORK

I. GENERAL

- I. All material and equipment disposed of off site shall be disposed of in a legal manner acceptable to all government agencies having jurisdiction.

II. EARTHWORK

- A. The Contractor shall dispose of overburden, muck and sod off-site.
- B. All excavated clean fill shall be placed along the north side of the canal as shown on the plans after the placement of the concrete rubble.
- C. The contractor shall place fill carefully to minimize sloughing of the fill onto the canal bottom.
- D. The Contractor shall compact the top of bank to 95 percent density per AASHTO T-180.

III. BUILDING DEMOLITION

- A. All steel, plastic, wood, paper and all other material other than concrete shall be removed from the site and disposed of in a legal manner acceptable to all government agencies having jurisdiction.
- B. All concrete shall be broken into rubble with no dimension larger than 12 inches.
- C. Concrete rubble shall be placed along the toe of the section of the canal to be filled.

IV. PIPE, RIPRAP AND SHEET PILE DEMOLITION

- A. All pipe material shall be removed from the site.
- B. All sheet pile shall be removed from the site.
- C. All sand-cement riprap removed from the area to be excavated shall be placed along the toe of the section of the canal to be filled.

V. SOD

- A. Material
 - 1. Sod shall be argentine Bahia sod.
 - 2. Sod shall be free of weeds, fungus, insects and disease.
- B. Installation and Maintenance

Sodding shall be placed and maintained in accordance with SBDD criteria and FDOT Standard Specifications for Road and Bridge Construction Section 575-3.

BID BOND

PROJECT NAME: _____

COUNTY OF _____

STATE OF FLORIDA

RFB N^o _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto SOUTH BROWARD DRAINAGE DISTRICT in the penal sum of (\$ _____) _____ dollars, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 2010, for the Contract and Specifications for the above-referenced Bid Number.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within forty-five (45) days after date of opening of the same and shall within ten (10) calendar days after the prescribed forms are presented to him for signature, enter into a written contract with South Broward Drainage District, in accordance with the Bid, as accepted, and shall give such bond or bonds as may be specified in the Bidding or Contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, and for payment of labor and supplies incurred in connection therewith, then the above obligations shall be void and of no effect, otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above bound parties have executed this statement under their several seals this _____ day of _____, 2010, the name and corporate seal, if applicable, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WHEN PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered

in the presence of:

Witness Signature

Witness Print Name

Witness Signature

Witness Print Name

By: _____
Individual Principal

Print Name

Street Address

City & State, Zip Code

Bid Bond page 1 of 2

Exhibit A

WHEN PRINCIPAL IS A CORPORATION:

Signed, sealed and delivered
in the presence of:

Witness Signature

Witness Print Name

Witness Signature

Witness Print Name

Corporation

Street Address

City & State, Zip Code

By: _____

President

Print Name

(CORPORATE SEAL)

ATTEST:

Secretary

(SURETY SEAL)

ATTEST:

Secretary

(Surety shall provide evidence of signature authority, i.e., a certified copy of Power of Attorney).

Bid Bond page 2 of 2

Exhibit A

ACKNOWLEDGMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO THE SOUTH BROWARD DRAINAGE DISTRICT:

_____, hereby acknowledges and agrees that as Contractor for the South Broward Drainage District within the limits of the City of Pembroke Pines, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the South Broward Drainage District, against any and all legal liability or loss the District may incur due to _____'s failure to comply with such act.

ATTEST

CONTRACTOR

BY: _____

Print Name

DATE: _____

Exhibit B

TRENCH SAFETY ACT FORM

This form must be completed and signed by the Bidder. Failure to complete this form will result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60, et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item or cost of compliance with the applicable trench safety standards as well as the method of compliance:

METHOD OF COMPLIANCE:

AMOUNT: TOTAL \$ _____

Bidder acknowledges that this amount is included in the applicable items of the Proposal and in the Grand Total Bid Price. **Failure to complete the above will result in the Bid being declared non-responsive.** The Bidder is, and the Owner and Engineer are not, responsible to review or assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statutes Section 553.60, et. seq., cited as the "Trench Safety Act". Bidder is responsible to determine any safety or safety related standards that apply to the project.

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

Bidder Signature

Bidder Printed Name

Bidder Title

Date

Exhibit C

WATER USE/DEWATERING

ACCEPTANCE OF LIABILITY/RESPONSIBILITY

_____, hereby acknowledge and agree that as Contractor for the South Broward Drainage District, contracted for B-4 Pump Station Demolition, accept full responsibility and liability for any and all penalties, including but not limited to compliance and enforcement actions, financial and otherwise levied by any governmental authority as a result of the actions or inactions, equipment and materials or lack thereof, of the Contractor, his subcontractors or suppliers related to any water use permitting or dewatering activities.

Furthermore, I affirm that the following are the only water use and dewatering violations that I, any company I have represented, or any project with which I have been associated or owner thereof, has received in the last 5 years.

Project Name: _____
Penalty: _____
Explanation: _____

Project Name: _____
Penalty: _____
Explanation: _____

Project Name: _____
Penalty: _____
Explanation: _____

Witness Signature

Witness Printed Name

Witness Signature

Witness Printed Name

Bidder Signature

Bidder Printed Name

Bidder Title

Date

Exhibit D