

**CORAL SPRINGS IMPROVEMENT DISTRICT**

**PROJECT MANUAL**

**Refer to Exhibit "A" for Scope of Work**

PROJECT: **PROJECT NO. D-2018-03**  
**CULVERT CLEANING**

DATE: 7/12/2018

OWNER: **CORAL SPRINGS IMPROVEMENT  
DISTRICT**  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

REPRESENTATIVE: Shawn Frankenhauser  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071  
Phone 954-796-6669  
FAX 954-757-4850

BID AND CONTRACT DOCUMENTS

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**CORAL SPRINGS IMPROVEMENT DISTRICT**  
**PROJECT NO. D-2018-03**  
**INVITATION TO BID**

**ADVERTISEMENT FOR BID**

**FOR**  
**CORAL SPRINGS IMPROVEMENT DISTRICT**  
**BROWARD COUNTY, FLORIDA**

**Date: 7/12/2018**

Sealed bids for the procurement of the following described project will be received by the Owner, Coral Springs Improvement District, Broward County, Florida:

**Canal culvert cleaning and repair**

The District requires 3 completed signed sets of bid documents be submitted. Bids shall be on a total lump sum basis; segregated bids will not be accepted. Sealed bids will be received until **11:00 A.M.**, Eastern Time on **August 2, 2018** at the office of Coral Springs Improvement District, 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, FL 33071. **A mandatory pre-bid meeting will be held at the District offices at 9:00 AM July 26, 2018**

Bidders may obtain complete sets of Bidding Documents from the District Offices, 10300 NW 11<sup>th</sup> Manor, Coral Springs, FL 33071, (954) 753-0380, or [www.csidfl.org](http://www.csidfl.org). Partial sets of Bidding Documents will not be available. For Information, you may contact Shawn Frankenhauser, District Representative at 954-796-6669.

The Owner reserves the right to reject any or all Bids with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of the Owner.

**OWNER: Coral Springs Improvement District**

**BY: David McIntosh, Utility Director**

PublishDates:

7/18/2018

7/25/2018

## INSTRUCTIONS TO BIDDERS

### X PRE-PROPOSAL CONFERENCE

A **mandatory** Pre-Bid Conference will be held on **July 26, 2018** at **9:00am** at the District Offices, 10300 N.W. 11<sup>th</sup> Manor, Coral Springs, Florida, 33071. The purpose of the Pre-Bid Conference is to discuss the contents of this Invitation to Bid and Bidder's inquiries and will be binding that only those who attend shall be allowed to bid. Call ahead due to heightened security.

### X QUALIFICATIONS OF BIDDERS

Each Bidder shall complete the Qualifications Statement and shall submit the same with the Bid. Failure to submit the Qualifications Statement and all documents required thereunder together with the Bid will constitute grounds for rejection of the Bid.

The DISTRICT reserves the right to make a pre-award inspection of the Bidder's facilities and equipment prior to award of the Agreement.

Samples of items, when required, must be furnished by Bidder free of charge to the DISTRICT. Each individual sample must be labeled with Bidder's name and manufacturer's brand name and be delivered by him within (10) calendar days of the Bid opening unless the schedule indicates a different time or unless submission is required before Bid opening. If samples are required subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. DISTRICT will not be responsible for returning samples.

Bidders may be required, at no expense or liability to the DISTRICT, to make available for testing or demonstration, equipment that may be seen under operating conditions in Palm Beach, Broward or Miami-Dade County.

Bidder shall submit two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment Bidder proposes to furnish.

DISTRICT reserves the right to consider the availability of parts and service facilities for the equipment offered. The failure of the Bidder to maintain a sufficient line of parts to service the equipment within a reasonable distance to the DISTRICT may be cause for rejection of the Bid.

DISTRICT reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in determining a Bidder's responsibility, and further reserves the right to declare a Bidder not responsible if the history of violations warrant such determination. Bidder shall submit with Bid, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be a affirmation by the Bidder that there are no citations or violations.

Bidder shall notify DISTRICT immediately of notice of any citation or violation, which Bidder may receive after the Bid opening date and during the time of performance of any contract awarded to Bidder.

X      CONTRACT TIME

Bidder proposes to commence the work under the contract within 5 days of Notice to Proceed.

Bidder proposes to complete the work under the contract within 45 consecutive calendar days from the date of Notice to Proceed.

By virtue of submission of his Bid, Bidder agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract. The Successful Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

X      LIQUIDATED DAMAGES FOR BREACH OF CONTRACT

The successful Bidder agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Bidder shall be liable to the DISTRICT in the amount of three hundred dollars (\$300.00) for each and every calendar day the completion of the work is delayed beyond the time provided in the Contract, as fixed and agreed upon liquidated damages and not as a penalty. DISTRICT shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Bidder, the amount as such liquidated damages.

X      SCOPE OF WORK

The Scope of Work, Plans and/or Specifications for services and/or goods and materials to be provided under this Project is described in Exhibit "A" hereof. Any Plans associated with the work are referenced in the Scope of Work.

Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Bidder to direct the attention of the DISTRICT to errors or discrepancies will not relieve the Bidder, should Bidder be awarded the Contract, of the responsibility of performing the work to the satisfaction of the

DISTRICT.

X     SAFETY

The Successful Bidder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Bidder shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (FL Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its current amendments. Including but not limited to 29 CFR Part 1910, Subpart T - Commercial Diving Operations

The Successful Bidder shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- (a) All employees on the work site and all other persons who may be affected thereby.
- (b) The work and all materials and equipment incorporated therein.
- (c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.
- (d) Any damages or loss to District property or adjacent public right of way or easement and private property must be restored to pre-work conditions before the expiration of the 45 consecutive day contract time unless agreed upon in writing by the contractor and the District.

X     WARRANTIES

Warranty of Title: The Successful Bidder warrants to the DISTRICT that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Bidder possesses good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

Warranty of fitness for a Particular Purpose: The Successful Bidder warrants the goods shall be fit for and sufficient for the purpose(s) intended. The purpose for the goods covered by the Contract is intended is:

The Successful Bidder understands and agrees that the DISTRICT is purchasing the goods in reliance upon the skill of the Successful Bidder in furnishing the goods

suitable for the above stated purpose. If the goods cannot be used in the manner stated in this Paragraph, then the DISTRICT, at its sole discretion, may return the goods to the Successful Bidder for a full refund of any and all moneys paid for the goods.

Warranty of Merchantability: The Successful Bidder warrants that the goods to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

Warranty of Performance: The Successful Bidder warrants that the goods are capable of doing the same or better quality work than other goods of equal value operated under the same conditions.

Warranty of Material and Workmanship: The Successful Bidder warrants all material and workmanship for a minimum of one year from the date of acceptance by the DISTRICT. If within one year after acceptance by the DISTRICT, or within such larger period of time as may be prescribed by law any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Bidder shall after receipt of a written notice from the DISTRICT to do so, promptly correct the work unless the DISTRICT has previously given the Successful Bidder a written acceptance of such condition.

The Successful Bidder warrants to the DISTRICT that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

The Successful Bidder warrants to the DISTRICT that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

The Successful Bidder warrants to the DISTRICT that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Bidder is a party.

The Successful Bidder warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the Contract.

All warranties made by the Successful Bidder together with service warranties and guarantees shall run to the DISTRICT and the successors and assigns of the DISTRICT.

**X**     **RISK OF LOSS**

The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Bidder until the delivery of goods to the DISTRICT, and inspection and acceptance of the goods by the DISTRICT. Title to the goods shall pass to DISTRICT upon acceptance by DISTRICT.

X     PERMITS, FEES AND NOTICES

The Successful Bidder shall secure all permits and licenses which may be required for the proper execution and completion of the work. The Successful Bidder shall use its best efforts to obtain all necessary permits as soon as possible after the date of Notice to Proceed. Any delays in obtaining permits must be brought to the attention of the DISTRICT without delay.

The Successful Bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The DISTRICT shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations. The District shall pay for any permit fees.

X     CLEANING UP

The Successful Bidder at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Bidder's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the DISTRICT.

X     DELAYS AND EXTENSIONS OF TIME

The Contract time may only be changed by a change order or a written amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived.

No claim for damages or any claim other than an extension of time shall be made or asserted against the DISTRICT by reason of any delays.

X     DEFAULT

In the event the Successful Bidder shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the DISTRICT shall give the Successful Bidder written notice by registered, certified mail of the default and that such default shall be



corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Bidder has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the DISTRICT, the DISTRICT shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Bidder shall be liable for all procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

**X**     TERMINATION FOR CONVENIENCE OF DISTRICT

Upon seven (7) calendar day's written notice delivered by certified mail, return receipt requested, to the Successful Bidder, the DISTRICT may without cause and without prejudice to any other right or remedy; terminate the agreement for the DISTRICT'S convenience whenever the DISTRICT determines that such termination is in the best interest of the DISTRICT. Where the agreement is terminated for the convenience of the DISTRICT the notice of termination to the Successful Bidder must state that the contract is being terminated for the convenience of the DISTRICT under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Bidder shall promptly discontinue all work at the time and extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

**X**     ASSIGNMENT

The Successful Bidder shall not assign or transfer its rights, title or interests in the Agreement nor delegate any of the duties or obligations undertaken by Successful Bidder without DISTRICT'S prior written approval.

**X**     APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS

Familiarity with Laws: Notice is hereby given that the Successful Bidder must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations that may affect the work. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith. The DISTRICT is providing the following list of references for the convenience of the Bidder. These requirements may apply under the appropriate circumstance. Inclusion herein does not constitute any waiver by the DISTRICT or any admission or agreement that these laws, orders or rules actually apply to this project. Moreover, the list is not intended to be inclusive and omission shall not be a defense for a Bidder's, Contractor's or Subcontractor's failure to comply with applicable laws, ordinances, rules, codes or regulations:

Non-Segregated Facilities: The Successful Bidder and each subcontractor shall comply with the Certification of Non-Segregated Facilities supplied in the Bid Documents and this Certification shall be a part of the Bid Documents. By submission of a bid, the Bidder and all subcontractors certify that Bidder has become familiar with the certification and that he will comply with the requirements set forth in the Certification.

Nondiscrimination and Equal Opportunity Employment: During performance of the contract, the successful Bidder agrees as follows:

- (a) The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Bidder shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action 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 Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) In the event of the Successful Bidder's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part without liability to DISTRICT.

**X** **BID SECURITY: Not required for this project**

Each Bid must be accompanied by a certified or cashier's check or by a Bid Bond made payable to the Coral Springs Improvement District on an approved form, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the DISTRICT and authorized to write such Bid Bond under the laws of the State of Florida, in an amount no less than five percent (5%) of the amount of the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Contract and furnished the required payment and performance bonds, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the contract and furnishes the required Bonds within fifteen (15) calendar days of the Notice of Award, DISTRICT may annul the Notice of Award and the entire sum of the Bid Security shall be forfeited. The Bid Security of the three lowest bidders will be returned within seven (7) calendar days after the DISTRICT and the Successful Bidder have executed the written Contract or if no such written Contract is executed within ninety (90) calendar days after the

date of the Bid opening, upon the demand of any Bidder or anytime thereafter, provided that he has not been notified of the acceptance of his Bid. Bid Security of all other Bidders will be returned within seven (7) calendar days after the Bid opening. The attorney in fact or other officer who signs a Bid Bond for a surety company must file with such a Bond a certified copy of his power of attorney authorizing him to do so.

The Bid Security filed with the Bid shall be forfeited in its entirety to the DISTRICT as liquidated damages if the Bidder to whom the Contract is awarded fails to execute the Contract Documents within fifteen (15) calendar days of the Contract Award.

**X** **PAYMENT AND PERFORMANCE BONDS not required for this project--payment shall be for work and equipment performed and provided**

Within fifteen (15) calendar days after the Contract Award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish to the DISTRICT a performance bond and a payment bond, each written by a corporate 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 (5) YEARS. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. 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 223.11). Further, the surety company shall provide DISTRICT with evidence satisfactory to DISTRICT, that such excess risk has been protected in an acceptable manner. The surety company must be rated no less than class "B+" as to financial stability in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey, 08858, if the surety is rated as a licensed carrier by A. M. Best Insurance.

Two separate bonds are required and both must be approved by the DISTRICT. The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of the contract. The performance bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder with labor, materials and supplies used directly or indirectly by the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the DISTRICT to the extent of any and all payments in connection with carrying out of said contract which the DISTRICT may be required to make under the law.

Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of said bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Contract Price, or an additional bond shall be conditioned that the Successful Bidder correct any defective or faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by the DISTRICT.

X      INDEMNIFICATION

GENERAL INDEMNIFICATION: The parties agree that one percent (1%) of the total compensation paid to Successful Bidders for the work of the Contract shall constitute specific consideration to Successful Bidder for the indemnification to be provided under the Contract. To the fullest extent permitted by laws and regulations, Successful Bidder shall indemnify, defend, save and hold harmless the DISTRICT, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or alleged to have arisen out of or in consequence of the operations of the Successful Bidder or his Subcontractors, agents, officers, employees or independent contractors pursuant to the contract specifically including but not limited to those caused by or arising out of (a) any act, omission or default of the Successful Bidder and/or his subcontractors, agents, servants or employees in the provision of the goods and/or services under the Contract; (b) any and all bodily injuries, sickness, disease or death; (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) the use of any improper materials; (e) a defective condition in any goods provided pursuant to the Contract patent or latent; (f) the violation of any federal, state, county or municipal laws, ordinances or regulations by Successful Bidder, his subcontractors, agents, servants, independent contractors or employees; (g) the breach or alleged breach by Successful Bidder of any term of the Contract including the breach or alleged breach of any warranty or guarantee.

X      PATENT AND COPYRIGHT INDEMNIFICATION: Successful Bidder agrees to indemnify, defend, save and hold harmless the DISTRICT, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

Successful Bidder shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

DISTRICT reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of

Successful Bidder under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive District's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

**X**      **INSURANCE**

Bidders must submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.

**PRIOR TO AWARD OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CORAL SPRINGS IMPROVEMENT DISTRICT IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT.**

Insurance Companies selected must be acceptable to the DISTRICT. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been give to DISTRICT by certified mail.

The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000.00.
- (b) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United "States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's liability Insurance shall be provided with a minimum of One Million and xx/dollars (\$1,000,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence.

(d) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence.

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A. M. Best's Insurance Guide:

Financial Stability B+ to A+

The Successful Bidder shall require each of its subcontractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than \$100,000.00 for each category), and the successful Bidder shall provide verification thereof to DISTRICT upon request of DISTRICT.

All Required insurance policies shall preclude any underwriter's rights of recovery or subrogation against DISTRICT with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this contract agrees that they shall have no recourse against the DISTRICT for payment or assessments in any form on any policy of insurance.

The clauses “other Insurance Provisions” and “Insurers Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which DISTRICT is named as an additional named insured shall not apply to DISTRICT. DISTRICT shall provide written notice of occurrence within fifteen (15) working days of District’s actual notice of such an event.

The Successful Bidder agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of DISTRICT.

The Successful Bidder shall not commence work under the contract until after he has obtained all of the minimum insurance herein described.

Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and DISTRICT, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.

**X**      **BID FORM**

“This Bid Form, together with the Invitation to Bid, the instructions to Bidders, constitutes an offer from the Bidder. If any or all parts of the Bid are accepted by the DISTRICT, an authorized officer of the DISTRICT shall affix his/her signature hereto and this document, together with the Invitation to Bid, the Instructions to Bidders, any Drawings, Plans and Specifications issued prior to execution of the Bid Form, and any Purchase Order issued by the DISTRICT after execution of this Bid Form, shall constitute the written agreement between the parties and shall together comprise the Contract Documents. The Contract Documents are complimentary and what is required by one shall be as binding as if required by all.”

**X**      **PUBLIC ENTITY CRIMES INFORMATION STATEMENT**

“ A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

**X**      **AWARD OF CONTRACT**

**This document shall serve as the contract for all associated work under this project**

If the Contract is to be awarded, it will be awarded to the most responsible and responsive Bidder for the Bid whose evaluation by DISTRICT indicates to DISTRICT that the award will be in the best interests of the DISTRICT, and not necessarily to the lowest Bidder. Criteria utilized by DISTRICT for determining the most responsible and responsive Bidder includes, but is not limited to the following:

- (a) Ability of Bidder to meet published specifications.
- (b) Bidders experience and references, including, but not limited to, the reputation, integrity, character, efficiency, experience, skill, ability and business judgment of the Bidder, the quality of performance of Bidder under previous contracts, any subcontractors and other persons providing labor or materials to Bidder.
- (c) Bidder's qualifications and capabilities, including but not limited to, the size, financial history, strength and stability of the business to perform the work of the Contract, the possession of necessary facilities and equipment and the quality, availability and adaptability thereof to the particular use(s) required.
- (d) Whether Bidder can perform the contract promptly or within the time specified, without delay or interference.
- (e) Previous and existing compliance by Bidder with laws, ordinances and regulations relating to the goods or services.
- (f) Price.

If applicable, the Bidder to whom award is made shall execute a written Contract within Fifteen (15) calendar days after the Contract Award. If the Bidder to whom the first award is made fails to enter into a Contract as herein provided, the award may be annulled and the Contract let to the next lowest Bidder who is responsible and responsive in the opinion of the DISTRICT. Such Bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.



**X**      **COST ADJUSTMENTS not included in this contract**

The cost(s) shall remain firm for the initial one (1) year contract term. Costs for any extension term shall be subject to adjustment only if increases occur in the industry. Such increases shall not exceed 5% or, whichever is greater, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor statistics, U.S. Department of Labor. The yearly increase or decrease, in the CPI shall be the latest index published and available ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or the industry costs decline, the DISTRICT shall receive, from the Contractor, a reduction in costs, in accordance with the terms and conditions for adjustments detailed above.

**BID FORM FOR  
BID NO. D-2018-03**

SUBMITTED TO:    Coral Springs Improvement District  
                          10300 N.W. 11<sup>th</sup> Manor  
                          Coral Springs, Florida 33071

1.     The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with DISTRICT to perform all work as specified in the Bid Documents for the price(s) and within the time indicated in this Bid, and in accordance with the terms and conditions of the Bid Documents.
2.     Bidder accepts and hereby incorporates by reference in this Bid Form all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those pertaining to the disposition of Bid Security.
3.     Bidder has examined the site of the project and has become fully informed concerning local conditions, and nature and extent of the work. Bidder has examined the indemnification and liquidated damages provisions, if any, and the bond and insurance requirements of the bid, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4.     Bidder has given the DISTRICT written notice of all conflicts, errors or discrepancies that it has discovered in the Bid and/or Contract documents and the written resolution thereof by the DISTRICT is acceptable to Bidder.

5. Bidder proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the work described as follows:  
INSERT DESCRIPTION
6. Bidder will complete the work for the following price(s): \$\_\_\_\_\_
7. Bidder agrees that the work will be completed and ready for final payment within 45 consecutive calendar days form the date of Contract Commencement as specified in the Notice to Proceed.
8. The undersigned Bidder will extend the same prices, terms and conditions to other governments located in Broward County during the period covered by this contract and any extensions, if requested. \_\_\_\_Yes \_\_\_\_No

9. Acknowledgment is hereby made of the following addenda (identified by number ) received since issuance of the Invitation to Bid:

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

10. **PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE REQUIREMENTS CONTAINED IN THE INSTRUCTIONS TO BIDDERS PRIOR TO SUBMITTING YOUR BID TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.**

11. The DISTRICT reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the DISTRICT deems in its best interests.

12. Communications concerning this Bid shall be address to:  
 Shawn Frankenhauser, District Representative  
 Coral Springs Improvement District  
 10300 N.W. 11<sup>th</sup> Manor  
 Coral Springs, Florida 33071  
 Tel. 954-796-6669  
 Fax 954-757-4850

13. The following documents are attached to and made as a condition to this Bid:

- (a) Bidder's certification.
- (b) Certificate(s) of insurance

- (c) Non-collusive affidavit
- (d) Bidder's qualification statement
- (e) References
- (f) Certification of Non-segregated Facilities
- (g) Bid security, if required by the Instructions to Bidders

**BIDDER'S CERTIFICATION**

In witness whereof, the Bidder has executed this Bid Form this \_\_\_ day of \_\_\_\_\_, 20\_\_.

By:

\_\_\_\_\_  
Signature of Individual/Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Name(s) of individual(s) who appeared before notary)

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

\_\_\_\_\_  
WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

**NOTARY PUBLIC  
SEAL OF OFFICE:**

- Personally known to me, or
- Produced identification  
(type of identification produced)
- DID take an oath
- DID NOT take an oath

**BID FORM**

Project D-2018-03

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

Submitted To:  
Coral Springs Improvement District  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, FL 33071

Gentlemen:

Having received the proposed Bidding Documents and [Addenda] numbered [\_\_\_\_], we have examined them and reviewed the requirements, scope, materials and methods; have visited the site and familiarized ourselves with all conditions that might affect our operations and have determined the involved sizes and quantities. We agree to provide all equipment, tools, materials, labor and locally required protective measures necessary to perform such means or activities as are specified in the CSID culvert cleaning and repair project D-2018-03 or as may be incidental to these operations for the Work to be done as outlined herein, to the Coral Springs Improvement District, Coral Springs, FL in strict accordance with the concerned Bidding Documents and Project Manual as follows:

<u>Description</u>	<u>Total</u>
Coral Springs Improvement District	\$ _____

Respectfully submitted,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_

**CERTIFICATE(S) OF INSURANCE**

ATTACH

CERTIFICATE (S) OF INSURANCE

TO THIS PAGE

UPON THE SUCCESSFULLY BIDDERS EXECUTION OF  
THIS DOCUMENT AS AN AGREEMENT BETWEEN OWNER & CONTRACTOR

**REFERENCES**

In order to receive Bid Award consideration on the proposed bid, **it is required that the following information be completed and returned with your bid.** This information may be used in determining the Bid Award for this contract.

**NOTE: IF PERFORMED WORK FOR DISTRICT IN LAST THREE YEARS MAY EXCLUDE REFERENCES**

BIDDER (Company Name)

---

ADDRESS:

---

TELEPHONE NO.: (    )

---

NUMBER OF YEARS IN BUSINESS:

---

ADDRESS OF NEAREST FACILITY:

---

---

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

---

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NO.

---

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NO.

---

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

TELEPHONE NO.

---

**QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted To: Coral Springs Improvement District  
10300 N.W. 11<sup>th</sup> Manor  
Coral Springs, Florida 33071

Submitted By:

Name:

Address:

Telephone No.

Fax No. \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

Correct name of Bidder:

Address of principal place of business  
\_\_\_\_\_

2. If the Bidder is a corporation, answer the following:

a. Date of Incorporation:

b. State of Incorporation:

c. President's name: \_\_\_\_\_

d. Vice President's name: \_\_\_\_\_

e. Secretary's name:

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Agent  
\_\_\_\_\_  
\_\_\_\_\_

- a. Date of Organization: \_\_\_\_\_

3. If Bidder is an individual or a partnership, answer the following:

b. Name, address and ownership units of all partners:


c. State whether general or limited partnership:\_\_\_\_\_ .

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:


5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

--

Under what other former names has your organization operated?


7. Indicate registration, license numbers or certificate numbers for the businesses or professions



which are the subject of this Bid. Please attach certificate of competency and/or state registration.

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8. Have you personally inspected the site of the proposed work?

(Y)\_\_\_\_(N)\_\_\_\_\_

9. Do you have a complete set of documents, including drawings and addenda?

(Y)\_\_\_\_(N)\_\_\_\_\_

10. Did you attend the Pre-Bid Conference if any such conference was held?

(Y)\_\_\_\_(N)\_\_\_\_\_

11. Have you ever failed to complete any work awarded to you?

(Y)\_\_\_\_(N)\_\_\_\_\_

If so, state when, where and why?

---

12. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract?

(Y)\_\_\_\_(N)\_\_\_\_\_

If so, state when, where and why?

---

13. State the names and telephone numbers of three (3) owners, individuals, or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

---

**THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY DISTRICT IN AWARDDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE DISTRICT TO REJECT THE BID, AND, IF AFTER THE AWARD, TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.**

---

**Signature**

State of Florida

County of \_\_\_\_\_

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

---

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

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

NOTARY PUBLIC  
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

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

- Personally known to me, or  
 Produced identification:

(Type of Identification Produced)

WITNESS my hand and official seal.

The undersigned further agrees to the following stipulations of the bid requirements.

**1. LIABILITY**

- A. District personnel shall be contacted a minimum of 24 hours prior to any work with the time and location the work is to be performed. In addition District personnel will/may observe but will not participate in any dive operations.
- B. The district is not responsible for any damages or third party liability caused by the Contractor's operations.
- C. It shall be the responsibility of the Contractor to comply with all Federal, State, and Local Water Management District Environmental Rules and/or Regulations. This includes but not limited to the use of turbidity curtains or screens.
- D. Prior to commencing the project, the Contractor must provide written proof of Florida State Workman's Compensation Insurance with USL&H coverage's and a minimum \$1,000,000.00 Comprehensive Liability Insurance, in the form of a Certificate of Insurance sent to the District by the Agent or Underwriter.
- D. The District shall be listed and named co- insured on the Contractor's liability policy.

**2. COMPLETION OF WORK**

- A. The District reserves the right to inspect the contractor's work to verify completion of the contract and withhold partial payment for work deemed incomplete.

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

BOARD/CONTRACTOR SIGNED SHEET

Coral Springs Improvement District Bid # D-2018-03 approved on \_\_\_\_\_

**CORAL SPRINGS IMPROVEMENT DISTRICT**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Printed Name of Witness

Dr. Martin Shank  
Printed Name of President

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Printed)

EXHIBIT A  
SCOPE OF WORK  
D-2018-03

Using the marked up map provided the indicated culvert pipes shall be cleaned of all debris and sediment. The bottom of the canal shall be dredged of material no less than 50ft away from upstream and downstream approaches to a depth of 1ft below the bottom of the pipe and 3ft. from the outside edges of the culvert pipe(s).

Remove any sediment or vegetation build-up on trash rack and concrete pad on intake side of each pump station bay. Repair voids and reseal seams in concrete bay walls using hydraulic cement.

All debris, material and sediment must be removed from each site and disposed of at a location approved to accept this type of material.

Repair culvert pipes at specified map locations in bid documents. The Contractor shall propose a non-destructive method to seal perforations in submerged culverts. Repairs shall be performed to fill all voids and channels and prevent adjacent material from migrating into the culvert. The proposed method of culvert repair shall be submitted to and approved by CSID prior to implementation. All repairs shall be made from within the culverts or performed in such a manner to minimize damage to roadways and interfere with traffic above the culverts.