

# LOXAHATCHEE RIVER DISTRICT



## **ITB #22-005-00115: ELECTRICAL SERVICES**

**January 2022**

# NOTICE TO CONTRACTORS

Bid ITB # 22-005-00115

## ELECTRICIAN SERVICES

Bids will be received by the Loxahatchee River Environmental Control District (the "District,") via DemandStar until **2:00 p.m.** local time on **February 1, 2022**. Any Bids received after **2:00 p.m.** local time on **February 1, 2022**, will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and read aloud on **February 1, 2022** at **2:00 p.m.** local time in the Governing Board room of the District, 2500 Jupiter Park Drive, Jupiter, FL 33458.

The Work to be performed is located in Palm Beach County and Martin County, and consists of furnishing all labor, tools, materials, and equipment necessary to provide the following.

**Provide licensed electrician services on an as needed basis for general repairs and maintenance to District wastewater and reclaimed water infrastructure. Work may include but not be limited to permitting, troubleshooting, installation of conduit, cable, switches, receptacles, lighting, breakers, disconnects, meter cans, junction boxes and the like**

The District reserves the right to determine material elements of the Bid and to award the Contract, if at all, to the lowest, qualified, responsive, and responsible Bidder. The District further reserves the right to reject any and all Bids; to not proceed with the Project; and/or to waive any irregularities contained in a Bid.

Bid Documents may be downloaded at the District's website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. Bid Documents will be available on **January 3, 2022** after **8:00 a.m.** local time. The Bid Documents are made available on the above terms solely for the purpose of obtaining Bids and do not confer a license or grant for any other use.

Character and amount of security to be furnished by each Bidder are stated in the Instruction to Bidders. The Bidder shall hold its Bid open for acceptance by the District for a period of not less than ninety (90) calendar days following the date of the Bid opening.

This solicitation has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this bid electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to respond to this solicitation. Bids shall be submitted on or before the date and time specified.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT

Gordon M. Boggie, Chairman

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# GENERAL AND SPECIAL CONDITIONS, SPECIFICATIONS AND FORMS FOR BIDDERS

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## GENERAL CONDITIONS

### 1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the LRECD and the successful bidder. Changes to this invitation to bid may be made only by written amendment issued by the LRECD's Purchasing Agent. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing with sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any LRECD agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the LRECD.

The obligations of the LRECD under this award are subject to the availability of funds lawfully appropriated for its purpose.

### 2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local pollution, highway, and safety regulations. Bidder certifies that all materials, equipment, processes, or other items supplied in response to this bid shall comply with all relevant Federal and State requirements. Any costs to maintain such compliance shall be borne by the bidder. In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and LRECD for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** The LRECD is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the LRECD. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all

respects the successful bidder's relationship, and the relationship of its employees, to the LRECD shall be that of an Independent Contractor and not as employees or agents of the LRECD.

- d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires LRECD to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- e. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with LRECD may result in permanent debarment.  
  
No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with LRECD.
- f. LOBBYING: After the issuance of any bid/RFP, or during renegotiation of any existing contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the bid/RFP or renegotiations with any LRECD officer, agent, Board member, or employee other than the Purchasing Agent or his/her designee. This prohibition ends upon execution of the final contract or when the bid/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Agent. A vendor who violates this provision may be subject to one or more of the following sanctions: (A) Written warning and reprimand; (B) Termination of contract; and (C) Debarment or suspension.
- g. CONFLICT OF INTEREST: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of LRECD. Further, all bidders shall disclose the name of any LRECD employee or relative of a LRECD employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- h. SUCCESSORS AND ASSIGNS: The LRECD and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the LRECD nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the LRECD, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or

employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

- j. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with F.S. 119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to F.S. 119.07.
- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- l. **LEGAL EXPENSES:** The LRECD shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

### **3. BID SUBMISSION**

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Bid Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.**

Bid responses are to be submitted to the LRECD Purchasing Department no later than the time indicated on the solicitation preamble and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to LRECD. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with F.S. 287.087 attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by LRECD.

- d. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- e. **PRICING:**
- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two decimal points, LRECD reserves the right to round up or down accordingly.
  - (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
  - (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
  - (6) In the event of mathematical error(s), the unit price shall prevail, and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
  - (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- f. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."
- g. **ACCEPTANCE/REJECTION OF BIDS:** LRECD reserves the right to accept or to reject any or all bids. LRECD also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform. Loxahatchee River Environmental Control District reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the District, even though it is the lowest evaluated offer.

An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Agent, citing the basis for the determination.

- h. **NON-EXCLUSIVE:** The LRECD reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of F.S. 287.042 provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, LRECD reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- i. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** LRECD encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- j. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, LRECD shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to LRECD during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24- hour phone number to the LRECD in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute default of contract and make the bidder subject to sanctions from doing further business with the LRECD.
- k. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the LRECD the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to LRECD.

#### **4. BID OPENING/AWARD OF BID**

- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid submitted prior to the published bid opening time. Any bid submitted after the precise time of bid opening shall not be considered and shall be returned to the bidder unopened if bidder identification is possible without opening. This solicitation has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this bid electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to response to this solicitation. Bids shall be submitted on or before the date and time specified.

- b. **POSTING OF AWARD RECOMMENDATION:** Notice of all District decisions or intended decisions shall be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>).
- c. **PROTEST PROCEDURE:** Any person adversely affected by a bid or request for proposal shall file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest shall be filed within ten (10) business days after the protesting party files the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of this Protest Provision. LRECD's complete protest procedures are provided in the LRECD Procurement Policy, see <https://loxahatcheeriver.org/governance/purchasing-bids/>.

## **5. CONTRACT ADMINISTRATION**

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the LRECD. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the LRECD reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for LRECD has, by inspection or test of such items, determined that they appear to fully comply with specifications. The LRECD may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the LRECD's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** LRECD is exempt from Federal and State taxes. The Purchasing Agent shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the LRECD, nor are successful bidders authorized to use the LRECD's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the LRECD after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.
- d. **CHANGES:** The LRECD Purchasing Agent may make minor changes to the contract terms by written notification to the successful bidder. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.
- e. **DEFAULT:** The LRECD may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the LRECD terminates this contract in whole or in part because



of default of the successful bidder, the LRECD may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, whenever the interests of the LRECD so require, terminate the contract, in whole or in part, for the convenience of the LRECD. The Purchasing Agent shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The LRECD shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.
- h. **EFFECTIVE:** The submission of the Bid will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the LRECD when written Notice to Proceed has been given by the LRECD through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- i. **DOCUMENT:** The Contract shall be comprised of the documents listed in the Table of Contents to the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the LRECD. The Contract will bind the LRECD, and the Vendor and their partners, successors, assigns, and legal representatives.

## **SPECIAL CONDITIONS**

### **1. GENERAL/SPECIAL CONDITION PRECEDENCE**

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### **2. QUALIFICATION OF BIDDERS**

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the LRECD sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the LRECD (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. Information submitted with a previous bid shall not satisfy this provision.

i. List a minimum of five (5) references in which similar goods and/or services have been provided within the past five (5) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the LRECD may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement.

ii. Submit copies of all violations issued by all regulatory agencies within the past two (2) years with the outcome of the violation, if applicable.

### **3. AWARD**

LRECD shall award this bid to the responsive, responsible bidder that provides the best value to the LRECD. Best value will be based upon cost, past performance, equipment quality, and demonstrated ability to meet waste and recycle hauling requests in a timely manner. Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the District.

The LRECD reserves the right to reject bids which would result in an award which is financially disadvantageous to the LRECD. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot

will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

**4. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months, with four possible 1-year extensions.

**5. TIME FOR COMPLETION/DELIVERY**

If successful bidder fails or refuses to perform the service specified and in the specified time frame, the successful bidder does hereby agree to pay LRECD the sum required to pay for this service through another vendor, or rental fees for equipment required to complete this service by LRECD personnel.

**6. RENEWAL OPTION WITH ESCALATOR**

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. Prices shall remain firm for the initial twelve (12) month period. The option for renewal shall only be exercised upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the four (4) twelve (12) month option periods, and at the bidder's request the LRECD will consider a single annual price adjustment to the unit price(s) based on the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI-U, All Items, Not Seasonally Adjusted (NSA)), not to exceed five percent (5%).

The yearly increase or decrease in the CPI shall be the published index for June, prior to the end of the contract term then in effect, as compared to the index for the comparable month, one year prior. For accounting purposes only, the CPI-U increase will be carried out two (2) decimal points when determining the increase to the unit prices.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the LRECD Governing Board.

**7. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of LRECD, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure compliance with all applicable local, State, and Federal safety regulations. Additionally, successful bidder shall provide for the prompt removal of all damaged equipment (i.e., trailers) from LRECD property. LRECD may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

**8. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to LRECD, c/o Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458. During the term of the Contract and prior to each subsequent renewal

thereof, the successful bidder shall provide this evidence to the LRECD prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. This coverage shall be endorsed to include Loxahatchee River Environmental Control LRECD as an Additional Insured.

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than \$500,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$100,000, the LRECD reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Loxahatchee River Environmental Control District, a Special District of the State of Florida, its Officers, Employees and Agents as additional Insured".

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with F.S. 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the LRECD via the Insurance Company/Agent within a time frame specified by the LRECD (normally within 2 working days of request). Failure to provide required insurance shall render your bid non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to LRECD prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the LRECD with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by LRECD as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to LRECD on a primary basis.

## 9. HEALTH, SAFETY AND ENVIRONMENTAL PERFORMANCE

The District shall evaluate Bidder's health, safety and environmental performance based on the following performance metrics and documentation reviews. The selected Bidder is solely responsible for all applicable health, safety, and environmental requirements, and the health, safety, and environmental evaluation conducted by the District is not an assumption of any responsibility for health, safety, and environmental requirements by the District. Bidders which fail to submit with their Bid information demonstrating compliance with the following criteria shall be considered non-responsive/non-responsible:

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Incident Rates and Recordable Injuries:

Total Days Away, Restricted, Transferred (DART) **Benchmark 4.4**  
(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2018, 25<sup>th</sup> percentile or better for size 11-49, NAICS 237110, Water and sewer line and related structures construction). Bidder's DART must be less than or equal to benchmark.**

Total Recordable Incident Rate (TRIR) **Benchmark 6.8**  
(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2018, 25<sup>th</sup> percentile or better for size 11-49, NAICS 237110, Water and sewer line and related structures construction). Bidder's TRIR must be less than or equal to benchmark.**

Fatalities: **0** Work related fatalities resulting in OSHA citations within the last three years, OR if 1 or more work related fatalities resulting in an OSHA citation exist within the last three years, the contractor must have mitigated risk of recurrence by implementing adequate industry standard safety procedures and training as determined by OSHA by providing such OSHA determination to the District.

Bidder shall submit a health, safety and environmental plan for Construction and General Industry. The health, safety and environmental plan must address the following minimum requirements:

- Lockout/Tagout
- Excavation Trenching and Shoring
- Permit Required Confined Space
- Injury Reporting/Investigation
- Operator Qualifications
- Hot Work
- Personal Protective Equipment
- Electrical Safety
- Near Miss, Behavioral Based Safety
- Qualified, Certified and Competent Employees

OSHA Inspection Detail review must show no Serious or Willful violations in the previous 36 months and no unresolved Failure to Abate Prior Violation in the previous 36 months and no active Failure to Abate Prior Violation.

Bidder shall submit with their Bid OSHA Form 300A completed for the previous year, an Experience Modification Rating letter from its insurance carrier for the current period and a copy of its written health, safety and environmental program with training records for the previous 36 months.

**10. PREVIOUS PERFORMANCE ON DISTRICT PROJECTS**

The District has implemented a Contractor Evaluation Report in an effort to document contractor performance on District projects. Bidders who have received Unsatisfactory ratings on previous District projects must submit with their Bid a mitigation plan detailing previous unsatisfactory ratings and measures implemented to address the unsatisfactory performance. Bidders with unsatisfactory ratings not submitting a mitigation plan with their bid shall be deemed Non-Responsive/Non-Responsible.

**11. EXPERIENCE/QUALIFICATIONS**

The District shall evaluate the Bidder's experience relative to the work to be performed based on the following requirements:

Bidders are required to be a State of Florida Certified Electrical Contractor. Employees performing work shall be licensed in the State of Florida. Bidders shall submit proof of licensing for the Bidder and Employees with the bid.

Bidder's must have a minimum of five years' experience in Palm Beach County and/or Martin County. Master and Journeyman Electricians must have a minimum of three years' experience as a licensed Master or Journeyman in Palm Beach County and/or Martin County.

**12. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The District has developed a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Satisfactory	Meets requirements
Unsatisfactory	Does not meet requirements

The report shall also list discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

**13. DELETION OR MODIFICATION OF SERVICES**

The District reserves the right to delete or make modifications to any portion of the Contract at any time without cause, and if such right is exercised by the District, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

# TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

**BID ITB # 22-005-00115**

## **ELECTRICIAN SERVICES**

### **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT TERM CONTRACT**

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1.0 GENERAL REQUIREMENTS

2.0 OTHER STANDARDS AND SPECIFICATIONS

3.0 MEASUREMENT AND PAYMENT

#### **1.0 GENERAL REQUIREMENTS**

1.1 GENERAL

1.1.1 SUMMARY OF WORK

A. Provide licensed electrician services on an as needed basis for general repairs and maintenance to District wastewater and reclaimed water infrastructure. Work may include but not be limited to permitting, troubleshooting, installation of conduit, cable, switches, receptacles, lighting, breakers, disconnects, meter cans, junction boxes and the like.

1.1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. The work shall consist of furnishing and installing all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water and essential communications, for the performance of all labor, work, or other operations required for the fulfillment of the Contract. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract which may be necessary for the complete and proper construction of the work, and shall be performed, furnished and installed by the Contractor.

B. Except as specifically noted, the Contractor shall provide and pay for:

Copies of current valid license(s) issued in accordance with the Florida Statutes and/or appropriate local agencies as required by the Contract documents.

Labor, tools, construction equipment and machinery standard to the discipline.

Water and utilities required for construction.

Other facilities and services necessary for proper execution and completion of the work.

C. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the Loxahatchee River District, Palm Beach County, Martin County, Village of Tequesta, Town of Juno Beach, Town of Jupiter and/or FDOT.



- D. Until acceptance of the work by the District, all work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. The Contractor shall protect, rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the work occasioned by any cause before its completion and acceptance.

#### 1.1.4 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

1. The Contractor shall be responsible for protecting and restoring all land and property corners, such as section corners, ¼ section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the Contractor and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the Contractor's expense with permanent monuments approved by the Engineer.

#### 1.1.5 PRESERVATION OF PROPERTY

The CONTRACTOR shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

#### 1.1.6 PRESERVING WATER QUALITY

The Contractor shall exercise extreme care to minimize degradation of water quality. All necessary provisions shall be taken to insure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed background levels, if required. Adequate silt containment procedures and equipment shall be used to control turbidity at all times at no additional expense to the Owner.

During all pigging/flushing activities when discharge waters will flow into canals, lakes or ponds appropriate silt barriers and turbidity curtains shall be in place. Additionally, no water with a chlorine residual may be discharged into canals, lakes or ponds.

#### 1.1.7 REGULATORY PERMITS AND PERMIT CONDITIONS

- A. Permits for projects that may be constructed under this contract may be required from the following entities having jurisdiction within the project boundaries. If required, the Contractor shall obtain the permits, the District will pay any fees due. The Contractor shall be responsible for reviewing the permits and compliance with the requirements of the permits.

1. Town of Jupiter: Engineering/Utilities Permit
2. Town of Jupiter Building Permit
3. Palm Beach County: Right of Way Construction Utility Permit
4. Palm Beach County: Building Permit
5. Village of Tequesta: Utility Permit
6. Village of Tequesta: Building Permit
7. Martin County: Right of Way Use Permit
8. Town of Juno Beach: Right of Way and Building Permit
9. Jupiter Inlet Colony Building Permit

#### 1.1.8 STORAGE OF MATERIALS

- A. The Contractor shall provide suitable facilities for storage and protection of materials. All equipment and materials intended for use in the work shall be suitably stored by the Contractor to prevent damage.
- B. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the Engineer before any payment for same will be made.
- C. Staging of materials along the right of way or easements shall be limited to materials scheduled to be installed within a one week period for time of staging.

#### 1.1.9 STAGING AREA

- A. All construction trailers, material and equipment storage and construction staging areas required by the Contractor shall occur only within public road right-of-ways or easements unless the Contractor has made alternate arrangements for staging areas outside right-of-ways or easements. Alternate arrangements for staging areas shall be at no additional cost to the Owner. The Contractor shall take note that any improvements to a proposed staging area site will be at the Contractors expense. The staging area site will need to be restored to a like or better condition after the project is completed at the Contractors expense.

#### 1.1.10 SALVAGED MATERIAL

Unless otherwise stated or noted on the drawings, all materials salvaged under this contract shall become the property of the Owner. Salvaged materials may not be reused in the Work except upon written approval of the Engineer. All salvaged materials not reused or desired by the Owner shall be removed from the site of the Work or otherwise disposed of by the Contractor in a manner satisfactory to the Engineer.

#### 1.1.11 SUBSTITUTIONS:

- A. Substitutions will not be permitted on any items specified herein or identified on the drawings where two or more manufacturers have been named unless they are followed by the words "or equal". Substitutions will also not be considered on any specified items whenever they are followed by the words "no substitutions".

B. Submit five copies of request for substitution. Include in request:

1. Complete Data substantiating compliance of proposed substitution with Contract Documents.

2. For Products:

a. Product identification, including manufacturer's name and address.

b. Manufacturer's literature:

(1) Product description.

(2) Performance and test data.

(3) Reference standards.

c. Samples.

d. Name and address of similar projects on which product was used, and date of installation.

3. For construction methods:

a. Detailed description of proposed method.

b. Drawings illustrating methods.

4. Itemized comparison of proposed substitution with product or method specified.

5. Data relating to changes in construction schedule.

6. Relation to separate contracts.

7. Accurate cost data on proposed substitution in comparison with product or method specified. This shall include initial capital and O&M cost comparison.

8. Parts commonality. The Engineer will consider parts commonality and demonstrable performance of the specified unit and the proposed substitution as part of the evaluation.

#### 1.1.12 WATER

A. The Contractor shall provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary connections and piping for same, but only at such locations and in such manner as may be approved by the Engineer. All water connection points to the Owner's system shall be equipped with a reduced pressure principle type backflow preventer and meter. The meter and back flow preventer shall be obtained from the Owner and all associated fees paid by the Contractor. Prior to final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Engineer.

#### 1.1.13 ELECTRICITY

- A. All electrical current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Engineer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in accordance with all applicable codes and shall be completely removed by the contractor prior to substantial completion. All power consumed prior to substantial completion shall be paid by the Contractor.

#### 1.1.14 SANITARY FACILITIES

- A. The Contractor shall provide temporary restroom facilities for field crews. Holding tanks will not be allowed unless specifically approved by the Engineer.

#### 1.1.15 WORKING HOURS

- A. All work on this contract shall be conducted during normal working hours (7 A.M. to 4 P.M.) on weekdays. No work will be permitted on weekends and Owner observed holidays, without prior approval from the Owner and Engineer. Requests for approval to work outside normal working hours and weekends must be submitted in writing seven (7) days prior to scheduled construction.

#### 1.1.16 ASSEMBLIES OR UNITS

- A. Where the Contractor is required to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required by the manufacturer of the unit.

#### 1.1.17 ACCESS TO THE WORK SITE

- A. The Contractor may use only the access designated by the Owner for access to the work locations such as easements or public right of ways. The Contractor shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the Owner and Engineer.

#### 1.1.18 SECURITY

- A. The Contractor shall be fully responsible for the safety and security of the work and site.

#### 1.1.19 FAMILIARITY WITH LAWS

- A. The Contractor is assumed to be in compliance with and familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may in any manner affect the work. Failure to familiarize themselves with applicable laws, etc., shall in no way relieve the Contractor from responsibility.

#### 1.1.20 SCHEDULE

- A. The Contractor shall be required to prepare a project schedule and submit two (2) copies to the Engineer, prior to the start of construction for each specific project.

#### 1.1.21 PRECONSTRUCTION MEETINGS

- A. The Contractor shall be required to attend a preconstruction meeting for each specific project.

#### 1.1.22 STANDARDS

- A. All work performed on this project shall be in accordance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and other applicable standards. All conditions, as set forth in all the permits shall be satisfied and adhered to by the Contractor.

#### 1.1.23 SPECIAL CONSIDERATIONS:

- A. Noise: The Contractor is advised that construction will be in close proximity to residential areas. All equipment shall be provided with minimum critical grade silencers and sound attenuating enclosures if required to meet noise pollution regulations.
- B. District/County/Town/State Standards: All work on this project shall be in accordance with District/County/Town/State Standards. Where the Standards conflict, District Standards shall control.
- C. Project Inspection: The Engineer will be inspecting the work on a non-full time basis. The Contractor shall provide appropriate notice of need for inspections and allow time for scheduling. No work shall be covered up, nor test results accepted unless witnessed by the Engineer or his representative. Inspections by the Engineer shall not be performed in lieu of other inspections required by County, Town, State or Federal requirements.

#### 1.1.24 VIDEO TAPING

- A. The Contractor shall, in the presence of, and to the satisfaction of, the Engineer, video all areas of construction, staging, etc. The video shall be provided to the Engineer in DVD format, prior to any site mobilization. Two (2) copies of this video are required to be submitted one week prior to mobilization for each specific project.

#### 1.1.25 DISPOSAL OF UNSUITABLE EXCAVATED MATERIALS AND DEBRIS

- A. All unsuitable excavated material and debris not required for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

#### 1.1.26 DISPOSAL OF EXCESS MATERIAL SUITABLE FOR REUSE

- A. All excess material suitable for reuse shall be retained by the District and delivered by the Contractor to the District's WWTF at 2500 Jupiter Park Drive, Jupiter, FL 33458.

#### 1.1.27 EQUIPMENT

- A. All construction equipment necessary and required for the proper construction of this project shall be on the construction site, in first-class working condition, and shall have been approved by the

Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as necessary for the proper compaction of the backfill.

#### 1.1.28 HOUSEKEEPING

- A. The Contractor shall perform clean-up of the construction areas on a daily basis to the satisfaction of the Engineer.

#### 1.1.29 EXISTING IRRIGATION

- A. Existing irrigation will not be shown on the plans. The Contractor is specifically advised that many of the anticipated project areas are irrigated. Repair and or replacement of irrigation systems will be at no additional cost to the Owner.

#### 1.1.30 SUBSURFACE EXPLORATIONS AND REPORTS

- A. When deemed necessary by the Engineer geotechnical reports for the project areas will be provided for the Contractor's use.

#### 1.1.31 COORDINATION WITH OWNER FOR CONNECTION TO EXISTING FACILITIES

Contractor shall notify Owner in writing a minimum of 72 hours in advance (excluding weekends and Owner observed holidays) of scheduled tie-ins. This notification is to allow Owner adequate time to accommodate the Contractor's request. Failure of the Contractor to provide adequate notification will result in the rescheduling of the tie-in.

#### 1.1.32 RESTORATION

- A. The Contractor shall remove all temporary structures and equipment used in his operation when no longer needed for the project and proceed immediately with restoration.

#### 1.1.33 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residences in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

#### 1.1.34 SAFETY AND OSHA COMPLIANCE

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

- B. The Contractor shall conform to the State of Florida Trench Safety Act, 1990 House Bill 3181, requirements.
- C. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.
- D. The Contractor shall be responsible for his own safety program.

## **2.0 OTHER STANDARDS AND SPECIFICATIONS**

### 2.1 GENERAL

#### 2.1.1 The Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications

- A. All work shall comply with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications. Electronic versions are available on the District's website at the following address, [http://www.loxahatcheeriver.org/design\\_standards.php](http://www.loxahatcheeriver.org/design_standards.php) .

#### 2.1.2 Martin County

- A. All work within Martin County right-of-way shall comply with the Martin County Standard Details for Road and Site Construction and Public Facilities. Electronic versions are available on the County's website at the following address: [http://www.martin.fl.us/web\\_docs/eng/web/roadway\\_design/2013\\_05\\_14\\_REVISED\\_STANDARDS.pdf](http://www.martin.fl.us/web_docs/eng/web/roadway_design/2013_05_14_REVISED_STANDARDS.pdf)

#### 2.1.3 Palm Beach County

- A. All work within Palm Beach County right-of-way shall comply with Palm Beach County Design Standards. Electronic versions are available on the County's website at the following address, <http://www.pbcgov.com/engineering/landdevelopment/designstandardsmanual/>

#### 2.1.4 Village of Tequesta

- A. All work within the Village of Tequesta shall comply with Village standards and requirements.

#### 2.1.5 Town of Jupiter

- A. All work within the Town of Jupiter shall comply with the Town of Jupiter Engineering Standard Details. Electronic versions are available on the Town's website at the following address, <http://www.jupiter.fl.us/index.aspx?NID=620>

#### 2.1.6 Florida Department of Transportation

- A. All work within Florida Department of Transportation right-of-way shall comply with Florida Department of Transportation standards and specifications. Electronic versions are available on the FDOT's website at the following addresses: <http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm>  
<http://www.dot.state.fl.us/specificationoffice/Implemented/SpecBooks/2014/Files/2014eBook.pdf>

### 2.1.7 Florida Department of Environmental Protection

- A. All work shall comply with Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62.

### 2.1.8 South Florida Water Management District

- A. All work shall comply with South Florida Water Management District Basis of Review for Water Use.

### 2.1.9 Town of Juno Beach

- A. All work within the Town of Juno Beach shall comply with Town standards and requirements.

## **3.0 MEASUREMENT AND PAYMENT**

### 3.1 GENERAL

- 3.1.1 Measurement and payment will be based upon Work completed and accepted in accordance with the Contract Documents. No separate payment will be made for excavation, trenching, backfilling, leakage tests, surveying, density tests or other incidental items of Work not shown in the Agreement.

- 3.1.2 EQUIPMENT AND MATERIALS IN STORAGE: Partial payment for materials and equipment in proper storage at the site of the Work will be made for those items for which the Contractor has submitted the following:

- A. Invoice for each item in storage. The invoice shall not exceed the value of the item stored as determined by the amount paid to the manufacturer (subcontractor fabrication costs excluded).
- B. List of items in storage.
- C. With the following pay estimate, a release of lien for 90% of each item listed as stored materials for the previous pay estimate shall be provided. Any item for which a 90% release of lien is not supplied shall be considered as having been removed from the site.

No payment for any offsite storage of material will be made. Any payment for stored material shall not include labor or profit by the Contractor or any sub-contractor. The Contractor is specifically advised that this procedure may require full payment for some stored materials or shop work significantly ahead of the time when payment is issued by the Owner.

### 3.1.3 MEASUREMENT

- A. Payment shall be made at the unit prices as listed in the General Construction Services Bid Response based on measured quantities as described below.
  - 1. Florida Licensed Master Electrician, Florida Licensed Journeyman Electrician, Apprentice: Provide hourly rates for the described services. Rate shall include all equipment, tools and machinery necessary to execute the work.



2. Materials:

For installed materials used in the completion of the work the contractor shall be paid on a cost-plus percentage basis. Payment shall be based on the successful bidders invoiced amount for the materials plus a 15% markup. Invoices shall be issued by the vendor to the successful bidder and clearly name the Owner (Loxahatchee River District), project for which they were used, date of order, date of delivery and itemized list of all materials provided.

3. Rental fees:

Rental fees for non-standard equipment needed for the completion of the work shall be paid on a cost basis. Payment shall be based on the successful bidders invoiced amount for the rental equipment. Invoices shall be issued by the vendor to the successful bidder and clearly name the Owner (Loxahatchee River District), project for which they were used, date of order, date of delivery and itemized list of all materials provided.

3.1.4 PAYMENT: Payment will be made at the lump sum or unit price for each item shown in the Unit Bid Price Schedule, stored and/or installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidental thereto. The following schedule shall be adhered to:

- A. Last Day of the Month – Cut-off date, confirm quantities with inspector.
- B. 5th of the Month - Pay estimate to the Engineer
- C. 10th of the Month - Pay estimate to the Owner.
- D. 20th of the Month - Payment by the Owner

When the cut-off date occurs on a holiday or weekend, the date shall be the last work day preceding the end of the month.

3.1.5 PAY ESTIMATE FORMS: The Engineer will supply a pay estimate form for the Contractor to use for submittal. The Contractor shall make copies to be used for submittal of the pay estimates. Failure of the Contractor to sign the pay estimate or attach appropriate documentation shall be grounds for returning the pay estimate with no action by the Owner or Engineer.

3.1.6 QUANTITIES: The Contractor is specifically advised that quantities listed in the Unit Price Bid Sheet are estimates. Actual installed quantities may vary significantly. Further, quantities may be increased or diminished without invalidating the unit price in the Unit Price Bid Sheet

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**

**Bid # 22-005-00115**

**BID RESPONSE**

The Contractor agrees to execute an Agreement in strict accordance with the Contract Documents and perform the work to be reimbursed in the full amount of the contract price as listed below.

Master Electrician	\$ _____/HR
Journeyman Electrician	\$ _____/HR
Apprentice/Electricians Helper	\$ _____/HR

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

- Is bidder's Qualification information included? YES; INITIAL \_\_\_\_\_
- Is proof of ability to provide insurance provided? YES; INITIAL \_\_\_\_\_
- Is licensing provided? YES; INITIAL \_\_\_\_\_
- Health, Safety and Environmental submittal is provided? YES; INITIAL \_\_\_\_\_

**BIDDER'S FIRM NAME:** \_\_\_\_\_

**BIDDER'S SIGNATURE:** \_\_\_\_\_

*(Failure to sign by a duly authorized representative shall result in rejection of this bid)*

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the LRECD's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the LRECD in official amendments prior to this date of submittal.

**FIRM ADDRESS:** \_\_\_\_\_

**FIRM TELEPHONE NUMBER:** \_\_\_\_\_

**FIRM E-MAIL ADDRESS:** \_\_\_\_\_

**APPLICABLE LICENSE(S):** \_\_\_\_\_

**FIRM FEDERAL ID #:** \_\_\_\_\_

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**

**BID # 22-005-00115**

**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to:  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT Purchasing Agent, 2500 Jupiter  
Park Drive, Jupiter, FL 33458.

COMPANY NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_

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

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

WE, the undersigned have declined to bid due to the following reason(s):

\_\_\_\_\_ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

\_\_\_\_\_ Insufficient time to respond to the Invitation for Bid

\_\_\_\_\_ We do not offer this product or an equivalent

\_\_\_\_\_ Our product schedule would not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Specifications unclear (explain below)

\_\_\_\_\_ Other (specify below)

\_\_\_\_\_ Do you wish to be notified of future bids for similar items?

ADDITIONAL REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION for BID #20-007-WWRECGENCONSTR**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with F.S 287.087, a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of F.S. 287.087. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with LRECD’s Procurement Policy pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Loxahatchee River Environmental Control District for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of F.S. 893, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program for any convicted employee.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation F.S. 287.087.

THIS CERTIFICATION is submitted by \_\_\_\_\_ (the Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_

(Title/Position with Company/Vendor) (Name of Company/Vendor) who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of F.S. 287.087, which are identified in numbers (1) through (6) above.