

## NOTICE TO CONTRACTORS

ITB # 25-007-00146

### CLARIFIER NO. 4 – MECHANICAL SYSTEMS COATINGS RESTORATION

Bids will be received by the Loxahatchee River Environmental Control District (the “District,”) via DemandStar until **2:00 p.m.** local time on **May 16, 2025**. Any Bids received after **2:00 p.m.** local time on **May 16, 2025** 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 **May 16, 2025** at **2:00 p.m.** local time in the Governing Board room of the District, 2500 Jupiter Park Drive, Jupiter, FL 33458.

**The scope of this project includes the surface preparation, priming, and coating of all ferrous metal components within Clarifier No. 4 at the District’s wastewater treatment plant (WWTP). The Contractor shall be responsible for supplying all labor, material, and equipment required to sandblast and paint all ferrous components denoted on the project drawings and as specified within the project specifications.**

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.

A **non-mandatory**, in-person pre-bid conference will be held at **2:00 p.m.**, local time on **May 6, 2025** in the Governing Board room of the District at 2500 Jupiter Park Drive, Jupiter, FL 33458. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. If a bidder downloads Bid Documents from the District’s website the bidder must send a request to be included in the pre-bid conference meeting invite to [jason.pugsley@lrecd.org](mailto:jason.pugsley@lrecd.org). All vendors planning to submit Bids on this Project are encouraged to attend.

The last day to submit questions to the District for clarification will be **5:00 p.m.**, local time on **May 9, 2025**. Questions submitted after this deadline will not be considered. All questions shall be submitted to the District’s purchasing agent at [jason.pugsley@lrecd.org](mailto:jason.pugsley@lrecd.org).

Bid Documents may be downloaded at the District’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. Bid Documents will be available on **April 28, 2025** after **9:00 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

Mr. Gordon M. Boggie, Chairman



# **GENERAL AND SPECIAL CONDITIONS, SPECIFICATIONS AND FORMS FOR BIDDERS**

## **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 District and the successful bidder. Changes to this invitation to bid may be made only by written amendment issued by the District'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 District 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 District.

The obligations of the District 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 Safety Data Sheet (SDS).

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 District 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 District. 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 District shall be that of an Independent Contractor and not as employees or agents of the District.



- d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires the District 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 the District 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 the District.

- 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 District 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 the District. Further, all bidders shall disclose the name of any District employee or relative of a District 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 District 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 District 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 District, 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.

**If the bidder has questions regarding the application of Chapter 119, Florida Statutes, to the bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Loxahatchee River District, 2500 Jupiter Park Drive, Jupiter, FL 33458, Phone 561-747-5700 or email at [kara.fraraccio@lrecd.org](mailto:kara.fraraccio@lrecd.org).**

- 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 District 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: Bids will be received by the Loxahatchee River Environmental Control District (the "District") via DemandStar. All bid responses must be submitted electronically following 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. 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.
- 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 District. 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 the District.
- 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, the District 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:** The District reserves the right to accept or to reject any or all bids. The District 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 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 District 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, the District 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:** The District 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, the District shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to the District 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 District 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 District.
- 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 District 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 the District.



#### **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. The District's complete protest procedures are provided in the District 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 District. 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 District 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 the District has, by inspection or test of such items, determined that they appear to fully comply with specifications. The District may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the District's specifications or performance standards.
- b. **FEDERAL AND STATE TAX:** The District 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 District, nor are successful bidders authorized to use the District's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the District 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 District 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 District 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 District terminates this contract in whole or in part because of default of the successful bidder, the District 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 District so require, terminate the contract, in whole or in part, for the convenience of the District. 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 District 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 District when written Notice to Proceed has been given by the District 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 contained in the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the District. The Contract will bind the District, 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 District 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 District (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 District 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**

The District shall award this bid to the responsive, responsible bidder that provide the best value to the District. Best value will be based upon cost, schedule compliance, past performance and equipment quality. 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 District reserves the right to reject bids which would result in an award which is financially disadvantageous to the District. 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) – NOT APPLICABLE**

~~A contract shall be issued for a term of up to 12 months, with three possible 1-year extensions. Each term shall be issued in an amount equal to budgeted funds for the respective fiscal year.~~

**5. TIME FOR COMPLETION/DELIVERY**

Construction of the Work must begin within fourteen (14) days from the date of receipt of official Notice to Proceed. Substantial Completion shall be achieved within ninety (90) consecutive calendar days from the date of Notice to Proceed. Final Completion shall be achieved within sixty-five (65) consecutive calendar days from the date of actual Substantial Completion. The rate of progress and the time of completion are essential conditions of this Contract.

**Deduction for Not Completing on Time:** The District and Contractor recognize that because the Work is of a critical nature, time is of the essence. Therefore, the District will suffer direct financial loss and damage if the Work is not completed within the times specified above. The District and Contractor also recognize that it is difficult to ascertain the extent of those damages in advance and it will be difficult and expensive to determine those damages in a legal proceeding. Accordingly, Contractor shall pay to the District as liquidated damages, and not as a penalty, the amounts set out in (a) and (b) (“Liquidated Damages”) below for each and every calendar day the above deadlines are delayed, as said date may be adjusted as provided in the Special Conditions. Delay shall not include delays caused by factors beyond Contractor’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the District to furnish timely information or to obtain the cooperation of the District’s design professionals and/or Engineer, or delays caused by faulty performance by the District or by Engineer.

a. Substantial Completion Delay: Contractor shall pay to the District as Liquidated Damages, and not as a penalty, \$150 per day for each and every calendar day Substantial Completion is delayed.

b. Final Completion Delay: If Final Completion is not reached within 65 days of actual Substantial Completion, Contractor shall pay to the District as Liquidated Damages, and not as a penalty, \$50 per day for each and every calendar day Final Completion is delayed.

In addition, Contractor shall be responsible for the costs for engineering and other professional fees, delay damage settlements or awards owed by the District to others, fines or penalties imposed by regulatory agencies, and professional fees, including attorneys’ fees, incurred in connection with such settlements, awards, penalties or fines (collectively “Additional Delay Damages”). Engineering and inspection fees shall include direct labor costs, indirect costs, and overhead and profit. The District and Contractor agree that the amounts set out in (5)(a) and (5)(b), above are to be paid by Contractor as Liquidated Damages and represent a reasonable estimate of the District’s anticipated expenses for delays, inspection, and administrative costs associated with such delays. However, such



amounts do not represent additional District costs for Additional Delay Damages. Therefore, in addition to these Liquidated Damages amounts, there shall be other amounts for Additional Delay Damages incurred by the District caused by avoidable delays by Contractor.

Where Liquidated Damages and Additional Delay Damages in connection with the Work of this Contract are duly and properly imposed against Contractor in accordance with the terms of this Contract, Federal law, State law, and/or governing ordinances or regulations, the total amount that Contractor owes to the District may be withheld and reduced from any monies due or to become due Contractor under the Contract, and when deducted, shall be deemed and taken as payment for such Liquidated Damages and Additional Delay Damages. If monies due from the District are not sufficient to cover such Liquidated Damages, Contractor agrees to immediately pay to the District any balance due.

#### **6. RENEWAL OPTION WITH ESCALATOR – NOT APPLICABLE**

~~The successful bidder(s) shall be awarded a contract for twelve (12) months with the option to renew for (TERM) 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 (TERM) () 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)).~~

~~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 the District, 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 District property. The District 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 the Loxahatchee River District, 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 District 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 \$1,000,000 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 District 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 \$1,000,000 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 District 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 waiver of subrogation in favor of the District.

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 District via the Insurance Company/Agent within a time frame specified by the District (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 the District 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 District 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 the District 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 the District 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 1.4**

(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2023, 25<sup>th</sup> percentile (3<sup>rd</sup> Quartile) or better for size 50-249, NAICS 238320, (Painting & Wall Covering Contractors). Bidder's DART must be less than or equal to benchmark.**

Total Recordable Incident Rate (TRIR) **Benchmark 3.6**

(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2023, 25<sup>th</sup> percentile (3<sup>rd</sup> Quartile) or better for size 50-249, NAICS 238320, (Painting & Wall Covering Contractors). 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:

Have successfully performed as the prime Contractor on a minimum of five (5) similar coatings restoration projects in the past five (5) years in the State of Florida. Similar projects must include the surface preparation, priming and coating of submerged ferrous metal mechanical systems and hardware at municipal water and/or wastewater treatment facilities. Qualifying projects shall be complete and shall not have been assessed Liquidated Damages, terminated, suspended or defaulted.

Bidder shall submit Project Resumes for all qualifying projects. Resumes shall include project name, description, construction cost, completion date, Owner's project manager contact information(name, phone number and email), Engineer of Record's contact information (name, phone number and email).



## **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.

## **14. E-VERIFY**

Bidder must comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116. Bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://everify.uscis.gov/emp>, to verify the employment eligibility of (1) all persons employed by Bidder during the contract term to perform any duties within Florida; and (2) all persons, including subcontractors, assigned by Bidder to perform work pursuant to this Agreement. Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.



**SCOPE OF SERVICES**  
**FOR**  
**CLARIFIER NO. 4 - SURFACE PREPARATION AND COATING**  
**ITB # 25-007-00146**

**1.0 GENERAL REQUIREMENTS**

**1.1 SUMMARY OF WORK**

The work for the subject project includes the surface preparation, priming, and coating of all ferrous metal components within Clarifier No. 4 at the District's wastewater treatment plant (WWTP). The Contractor shall be responsible for supplying all labor, material, and equipment required to sandblast and paint all ferrous components within the interior of Clarifier No. 4 and as denoted on the project drawings included in **Attachment A**.

**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: 1. Copies of current valid license(s) issued in accordance with the Florida Statutes and/or appropriate local agencies as required by the Contract documents. 2. Labor, materials, tools, construction equipment and machinery. 3. Proper disposal of all used parts, equipment, lubricants, fluids and the like. 4. 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 in affect for the Loxahatchee River District, Palm Beach County and the State of Florida.
- 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.



### **1.3 PRESERVATION OF PROPERTY**

- A. 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 project drawings. 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.
- B. 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.

### **1.4 PRESERVING WATER QUALITY**

- A. 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.

### **1.5 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.

### **1.6 JOB SITE SAFETY**

- A. The Contractor will be fully responsible for the safety and security of the work and site.
- B. 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.
- C. The Contractor shall conform to the State of Florida Trench Safety Act, 1990 House Bill 3181, requirements.



- D. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.
- E. The Contractor shall be responsible for his own safety program.

## **1.7 PROJECT INSPECTION**

- A. District Staff 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 surface preparation work shall be covered up or painted nor test results accepted unless witnessed by the Engineer or his representative.

## **1.8 EQUIPMENT**

- A. All construction equipment necessary and required for this project shall be onsite, in first-class working condition, and shall be approved by the Engineer before construction.

## **1.9 HOUSEKEEPING**

- A. The Contractor shall perform clean-up on a daily basis to the satisfaction of the Engineer. In the event of a named storm and the subsequent issuance of a hurricane watch, the Contractor shall be required to promptly secure and/or remove all construction equipment and supplies from the project site.

## **1.10 REFERENCES**

- SSPC-SP 10: Near-White Blast Cleaning
- ASTM D522: Standard Test Method for Mandrel Bend Test of Attached Organic Coatings
- ASTM D6386 – Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting
- EPA 40 CFR 261 – Identification and Listing of Hazardous Waste
- OSHA 29 CFR 1910 – Occupational Safety and Health Standards
- OSHA 29 CFR 1926 – Safety and Health Regulations for Construction
- Tnemec Technical Data Sheets (Series 104)

## **2.0 STANDARDS AND SPECIFICATIONS**

### **2.1 COATING SYSTEM DESCRIPTION**

- A. The coating system consists of a two-component high-strength epoxy designed for submerged conditions and marine environments, which provides excellent resistance to corrosion, abrasion, and chemical exposure. The coating system is self-priming. Upon successful completion of the surface preparation of the specified components, and inspection by the District, the Contractor shall apply a



primer coat to all prepared surfaces. The primer coat must be 6 to 8 mils dry film thickness (DFT). The maximum DFT of the primer system is intended to optimize the adhesion to the substrate since overly thick primer coats can lead to poor adhesion and cracking. Once cured, and within the specified re-coat window, the Contractor shall then apply a top (i.e. finish) coat which must be 8 to 10 mils DFT. Upon curing the finish coat, the Contractor will be required to verify and demonstrate to the District, using a Tooke DFT gauge, that the required coating system thickness of 14 to 18 mils DFT has been achieved. If it is determined that the total thickness of the system is less than this requirement, the Contractor will be required to apply a third coat, at minimum 6 mils DFT, at no additional cost.

- B. All painting application shall be in strict accordance with the application specifications of the painting manufacturer. All paint products will be supplied by the District and will be Series 104, high-strength epoxy, as manufactured by Tnemec Company, Inc. A copy of the Tnemec technical data sheet is included as **Attachment B**.
- C. For application of the approved paint, use only such equipment as is recommended by the paint manufacturer.
- D. Materials Preparation:
  - Mix and prepare paint materials in strict accordance with the manufacturers' recommendations or as approved by the Engineer.
  - When materials are not in use, store them in tightly covered containers out of the sun.
  - Maintain containers used in storage, mixing, and application of paint in a clean condition, free from foreign materials and residue.
  - Stir materials before application, producing a mixture of uniform density.

## 2.2 SURFACE PREPARATION

- A. All ferrous metal surfaces shall be sandblasted to meet SSPC-SP 10, Near White Metal Blast, surface preparation standards as established by the National Association of Corrosion Engineers (NACE).
- B. All surfaces must be free from salts, oil, grease, rust, mill scale and other contaminants. If warranted, Contractor shall utilize a solvent or detergent wash to remove contamination prior to sand blasting.
- C. Abrasive blasting must produce a surface profile of 2 to 3 mils (50-70 microns) to enhance and ensure adhesion of the specified coating system.
- D. The Contractor shall provide all materials, equipment and labor necessary to contain and properly dispose of a sand blast media used during the surface preparation processes.



### **3.4 CLEANUP**

- A. Upon completion of the surface preparation and coatings restoration work, the Contractor is required to remove all masking materials and clean-up the entire work area. All waste materials must be properly disposed of including but not limited to paint cans, brushes, rollers and spray equipment, in accordance with local, State and Federal environmental regulations.



**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**

**ITB # 25-007-00146**

**CLARIFIER NO. 4 – MECHANICAL SYSTEMS COATINGS RESTORATION**

**BID RESPONSE**

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following price for supplying the Loxahatchee River District with the goods and/or services called for in **ITB # 25-007-00146**. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

**The Contractor shall perform the scope of this project which includes the surface preparation, priming, and coating of all ferrous metal components within Clarifier No. 4 at the District's WWTP for the lump sum cost of:**

\_\_\_\_\_ **dollars** \_\_\_\_\_ **cents, \$** \_\_\_\_\_  
(Written in Words) (Written in Numbers)

All lump sum prices 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 District's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the District 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**

**ITB # 25-007-00146**

**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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## **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**

**ITB # 25-007-00146**

### **DRUG-FREE WORKPLACE CERTIFICATION**

**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 \_\_\_\_\_(Individual's Name)  
\_\_\_\_\_(Title/Position with Company/Vendor) of  
\_\_\_\_\_(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.



## ATTACHMENT A – REFERENCES

The bidder shall complete the following blanks regarding satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

### REFERENCE 1

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

### REFERENCE 2

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_



### **REFERENCE 3**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

### **REFERENCE 4**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

### **REFERENCE 5**

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Summary of Project: \_\_\_\_\_



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Consultant's Service Dates:\_\_\_\_\_

Estimated Total Project Cost:\_\_\_\_\_ Project Completion Date:\_\_\_\_\_



**ATTACHMENT A**

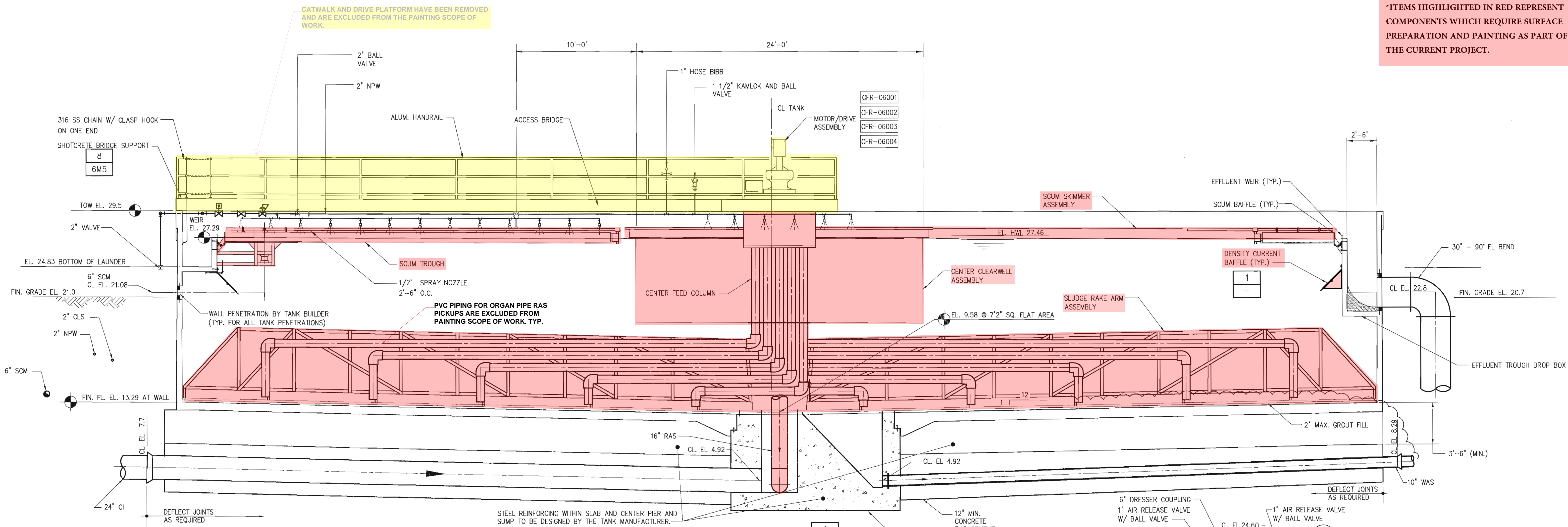
**CLARIFIER NO. 4 – MECHANICAL SYSTEMS COATINGS  
RESTORATION PROJECT DRAWINGS**



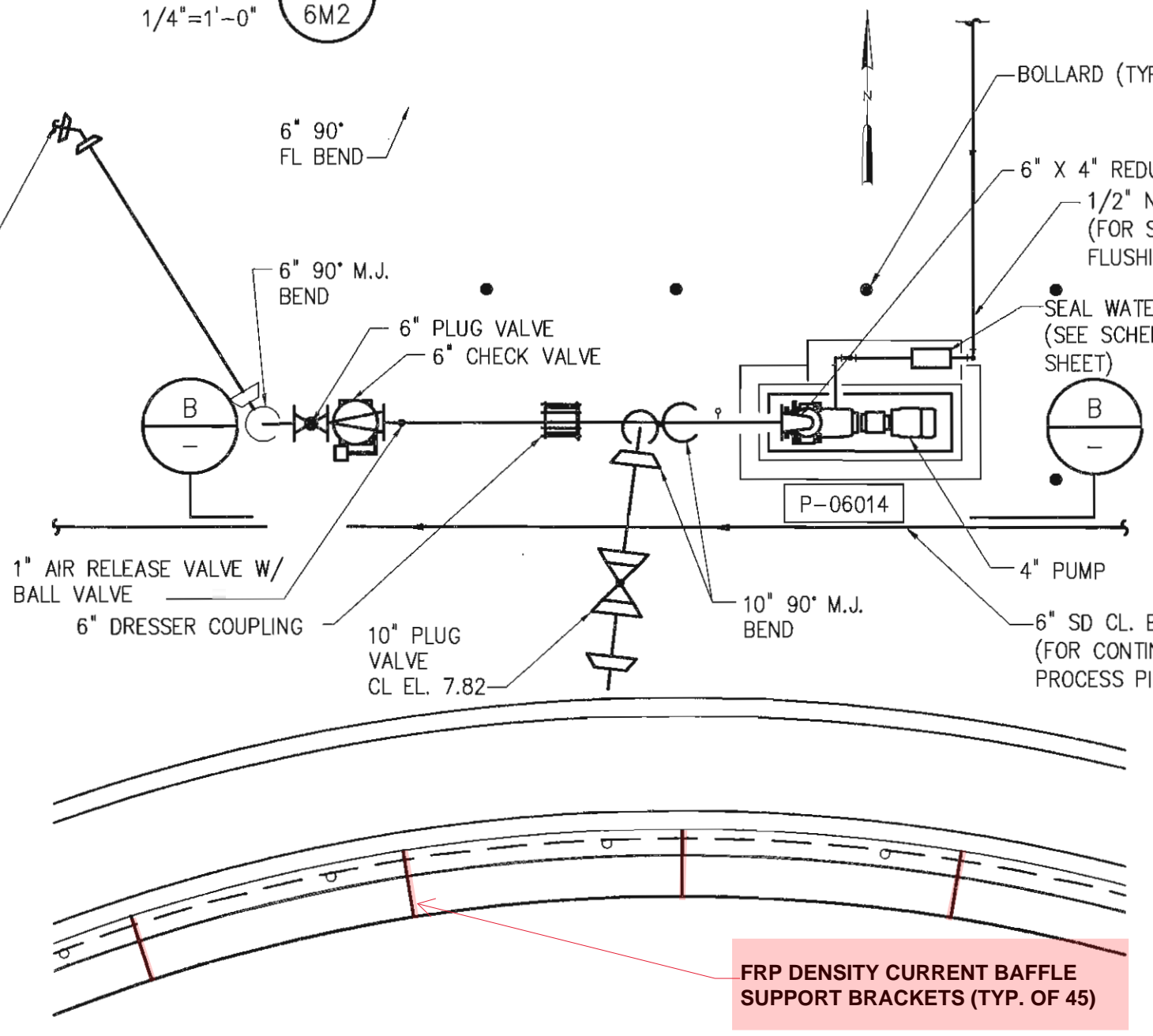




\*ITEMS HIGHLIGHTED IN RED REPRESENT COMPONENTS WHICH REQUIRE SURFACE PREPARATION AND PAINTING AS PART OF THE CURRENT PROJECT.



SECTION A  
1/4"=1'-0"

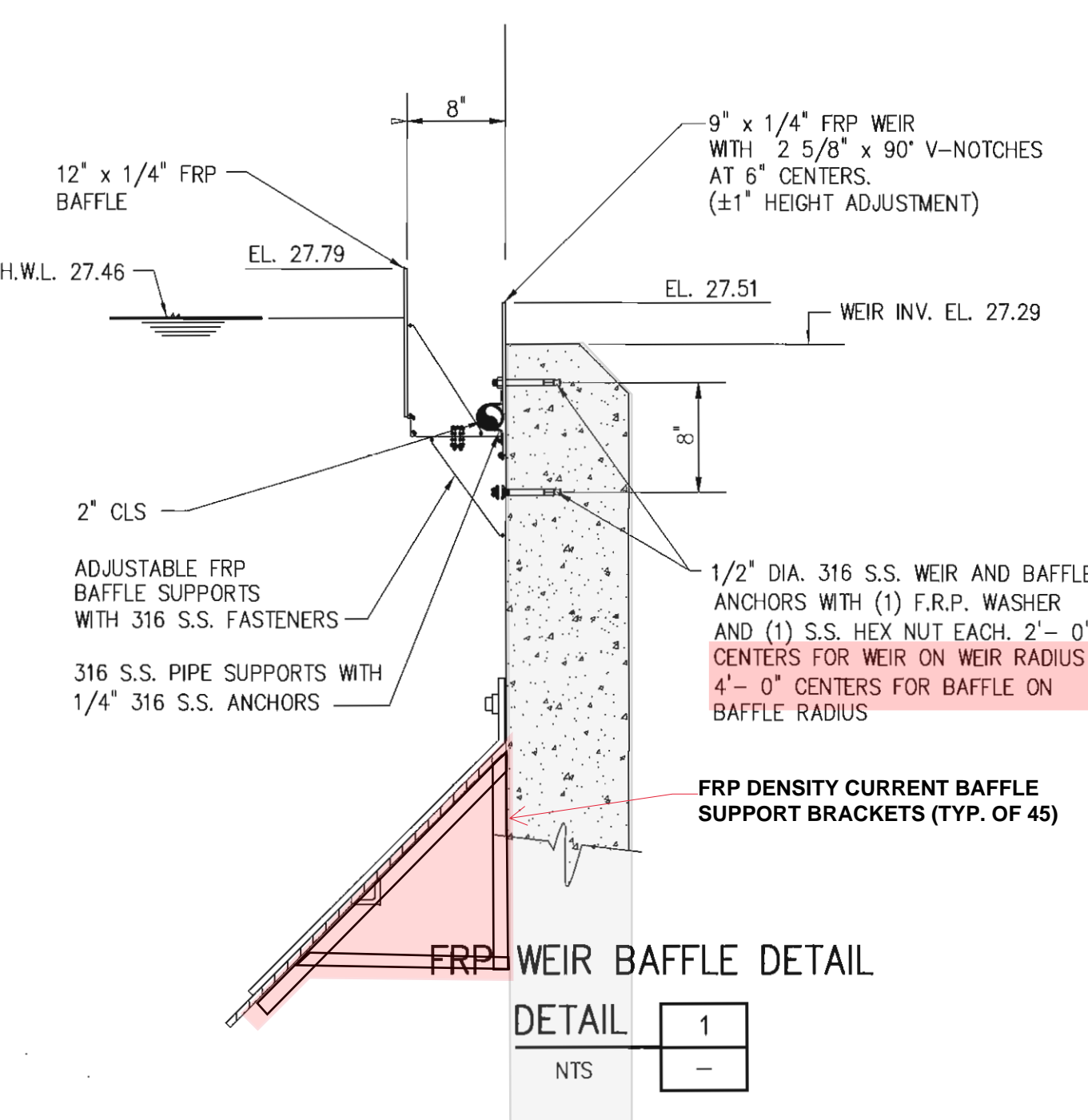
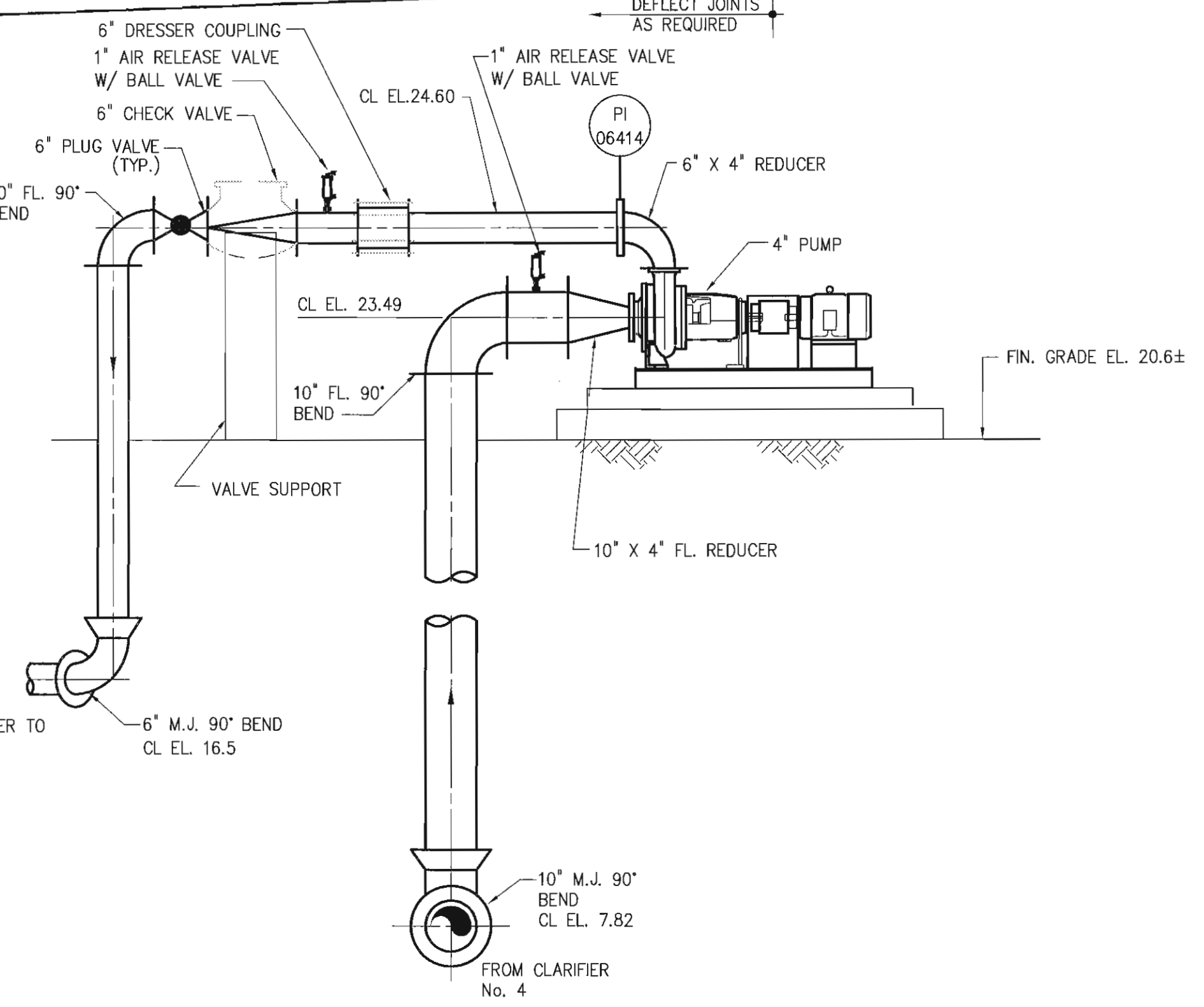


CLARIFIER No. 4

2 CLARIFIER No. 4 W.A.S. PUMP  
1/4"=1'-0"

NOTE:  
1. FOR ADDITIONAL PIPING AND PIPING DEMOLITION REFER TO PROCESS AND YARD PIPING.  
2. CONTRACTOR SHALL FIELD VERIFY PIPE ELEVATIONS

SECTION B  
1/2"=1'-0"



SCHEMATIC OF TYPICAL SEAL WATER ASSEMBLY CONNECTION  
N.T.S.

RECORD DRAWING 1/4"=1'-0"

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**ATTACHMENT B**

**TNEMEC SERIES 104, HS EPOXY PRODUCT DATA SHEET**



## PRODUCT PROFILE

<b>GENERIC DESCRIPTION</b>	Cycloaliphatic Amine Epoxy
<b>COMMON USAGE</b>	Versatile coating applies up to 10 mils per coat on steel or concrete. Protects in immersion, salt spray and chemical exposures. Superior abrasion- and stain-resistance.
<b>COLORS</b>	Primer: 1211 Red. Topcoat: Refer to Tnemec Color Guide. <b>Note:</b> Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.
<b>FINISH</b>	Semi-gloss. Gloss can vary with texture, porosity of substrate and thickness of film.
<b>SPECIAL QUALIFICATIONS</b>	Conforms to the performance requirements of AWWA C 210 (not for potable water contact).
<b>PERFORMANCE CRITERIA</b>	Extensive test data available. Contact your Tnemec representative for specific test results.

## COATING SYSTEM

<b>PRIMERS</b>	<b>Steel:</b> Self-priming or Series 66, L69, L69F, N69, N69F, V69, V69F, 90E-92, 90-97, 90G-1K97, 161 <b>Concrete:</b> Self-priming or Series 215, 218. <b>CMU:</b> Self-priming or Series 130, 215, 218
<b>TOPCOATS</b>	Series 66, L69, L69F, N69, N69F, V69, V69F, 73, 104, 1074, 1074U, 1075, 1075U Refer to COLORS on applicable topcoat data sheets for additional information. <b>Note:</b> When topcoating with Endura-Shield polyurethane finish, exterior exposed Series 104 has the following maximum time to recoat: Series 73, 1074, 1074U, 1075 or 1075U, 60 days. If this time is exceeded, an epoxy intermediate coat or scarification is required before topcoating. Refer to appropriate topcoat data sheet for additional information.

## SURFACE PREPARATION

<b>STEEL</b>	<b>Immersion Service:</b> SSPC-SP10/NACE 2 Near White Blast Cleaning with a minimum angular anchor profile of 2.0 mils <b>Non-Immersion Service:</b> SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum angular anchor profile of 2.0 mils
<b>CONCRETE</b>	Allow new concrete to cure for 28 days. Abrasive blast referencing SSPC-SP13/NACE 6, ICRI-CSP3-5 Surface Preparation of Concrete and Tnemec's Surface Preparation and Application Guide.
<b>CMU</b>	Allow mortar to cure for 28 days. Level protrusions and mortar spatter.
<b>PRIMED SURFACES</b>	<b>Immersion Service:</b> Scarify the surface before topcoating if the Series 66, L69, L69F, N69, N69F, V69, V69F, 104 or 161 prime coat has been exterior exposed for 14 days or longer.
<b>ALL SURFACES</b>	Must be clean, dry and free of oil, grease, chalk and other contaminants.

## TECHNICAL DATA

<b>VOLUME SOLIDS</b>	82.0 ± 2.0% (mixed) †
<b>RECOMMENDED DFT</b>	4.0 to 10.0 mils (100 to 255 microns) per coat. <b>Note:</b> Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

<b>CURING TIME</b>	Temperature	To Handle	To Recoat	Immersion
	75°F (24°C)	6 hours at 4.0 mils (100 microns) DFT 10 hours at 10.0 mils (255 microns) DFT	16-18 hours	7 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

<b>VOLATILE ORGANIC COMPOUNDS</b>	EPA Method 24 † <b>Unthinned:</b> 0.80 lbs/gallon (96 grams/litre) <b>Thinned 10% (No. 2 Thinner):</b> 1.92 lbs/gallon (230 grams/litre) <b>Thinned 10% (No. 49 Thinner):</b> 0.80 lbs/gallon (96 grams/litre)
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<b>HAPS</b>	<b>Unthinned:</b> 1.60 lbs/gal solids <b>Thinned 10% (No. 2 Thinner):</b> 2.50 lbs/gal solids <b>Thinned 10% (No. 49 Thinner):</b> 1.60 lbs/gal solids
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<b>THEORETICAL COVERAGE</b>	1,315 mil sq ft/gal (32.3 m <sup>2</sup> /L at 25 microns). See APPLICATION for coverage rates. †
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<b>NUMBER OF COMPONENTS</b>	Two: Part A (amine) and Part B (epoxy)
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<b>PACKAGING</b>	5 gallon (18.9L) pails and 1 gallon (3.79L) cans — Order in multiples of 2.
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<b>NET WEIGHT PER GALLON</b>	14.70 ± 0.25 lbs (6.67 ± .11 kg) (mixed) †
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<b>STORAGE TEMPERATURE</b>	Minimum 20°F (-7°C) Maximum 120°F (49°C) For optimum application properties, material temperature must be above 60°F (16°C) prior to application.
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<b>TEMPERATURE RESISTANCE</b>	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)
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<b>SHELF LIFE</b>	Part A: 24 months; Part B: 12 months at recommended storage temperature.
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<b>FLASH POINT - SETA</b>	Part A & Part B: 81°F (27°C)
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<b>HEALTH &amp; SAFETY</b>	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. <b>Keep out of the reach of children.</b>
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## H.S. EPOXY | SERIES 104

## APPLICATION

## COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Minimum	4.0 (100)	5.0 (125)	329 (30.5)
Maximum	10.0 (255)	12.0 (305)	131 (12.2)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

## MIXING

Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components must be above 60°F (16°C) prior to mixing. Mixing ratio is one to one by volume. A large volume of material will set up quickly if not applied or reduced in volume.

**Caution: Do not reseal mixed material. An explosion hazard may be created.**

## THINNING

Use No. 2 Thinner. For air spray, airless spray or roller, thin up to 10% or 3/4 pint (380 mL) per gallon. Thin up to 10% or 3/4 pint (380 mL) per gallon with No. 49 Thinner when required by air pollution regulations.

## POT LIFE

2 1/2 hours at 60°F (16°C)    2 hours at 77°F (25°C)    1 hour at 100°F (38°C)

## APPLICATION EQUIPMENT

## Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	60-90 psi (4.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

## Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.021" (380-535 microns)	3000-3800 psi (207-262 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

**Note:** Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

**Roller:** Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic woven nap covers. **Note:** Two or more coats may be required to obtain recommended film thicknesses.

**Brush:** Recommended for small areas only. Use high quality natural or synthetic bristle brushes. **Note:** Two or more coats may be required to obtain recommended film thicknesses.

## SURFACE TEMPERATURE

Minimum 60°F (16°C)    Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

## CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or xylol.

† Values may vary with color.

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