

NOTICE TO CONTRACTORS
ITB # 24-001-00131
WASTEWATER AND I.Q. WATER GENERAL CONSTRUCTION SERVICES AND
EMERGENCY / ON-CALL REPAIR SERVICES

Bids will be received by the Loxahatchee River Environmental Control District (the "District,") via DemandStar until **2:00 p.m.** local time on **October 10, 2023**. Any Bids received after **2:00 p.m.** local time on **October 10, 2023** 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 **October 10, 2023** at **2:00 p.m.** local time in the Governing Board room of the District, 2500 Jupiter Park Drive, Jupiter, FL 33458.

It is the District's intent and the purpose of these specifications to secure a qualified utility underground contractor to provide construction services on an as needed basis for general maintenance repair of District facilities in compliance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and this contract. Additionally, this contract includes as-needed on-call or emergency services that will utilize the labor and equipment rates included in this contract with a 1.5 multiplier for labor and equipment only. Materials shall be paid on cost plus 15% mark-up basis for all work items. Work to be performed by the successful bidder(s) under this Contract shall consist of furnishing all labor, tools, materials, supplies, machinery, essential communications, equipment, transportation, services and incidentals required for construction services for general maintenance repair and/or emergency / on-call repair services, including repair and installation of gravity sewer mains, manholes, lift stations, service laterals, low-pressure mains, force mains, irrigation quality (I.Q.) water mains, and appurtenances within the Loxahatchee River District service area, as well as any collateral damages, including but not limited to, pavement restoration, sod restoration and related restoration services in a competent, timely and professional manner. All construction services shall be completed in compliance with the solicitation documents, Loxahatchee River District Manual of Minimum Construction Standards and Technical Specifications (refer to Exhibits A and B included herein), all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration (OSHA), including all costs of permits and cost of regulatory compliance.

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 pre-bid conference will be held at 2:00 p.m., local time on **October 03, 2023** via Microsoft Teams. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. This meeting will be recorded. 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 **purchasing@lrecd.org**. All vendors planning to submit Bids on this Project are encouraged to attend.

Bid Documents may be downloaded at the District's website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. Bid Documents will be available on **September 25, 2023** 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.

ITB#24-001-00131

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
Dr. Matt Rostock, 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 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 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.

- 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 two (2) responsive, responsible bidders that provide the best value to the District. 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 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)

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 the District the sum required to pay for this service through another vendor, or rental fees for equipment required to complete this service by District personnel.

Time for completion from District on-call / emergency request is mobilization to the site within 4 hours of request.

6. 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.

7. 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 \$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 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 \$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 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 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.

8. 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 2.0**

(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2020, 25th percentile (3rd Quartile) or better for size 50-249, 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 5.6**

(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2021, 25th percentile (3rd Quartile) or better for size 50-249, 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 SERVICE

General Information: It is the District's intent and the purpose of these specifications to secure a qualified utility underground contractor to provide construction services on an as needed basis for general maintenance repair of District facilities in compliance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and this contract. Additionally, this contract includes as-needed on-call or emergency services that will utilize the labor and equipment rates included in this contract with a 1.5 multiplier for labor and equipment only. Materials shall be paid on cost plus 15% mark-up basis for all work items. Work to be performed by the successful bidder(s) under this Contract shall consist of furnishing all labor, tools, materials, supplies, machinery, essential communications, equipment, transportation, services and incidentals required for construction services for general maintenance repair and/or emergency / on-call repair services, including repair and installation of gravity sewer mains, manholes, lift stations, service laterals, low-pressure mains, force mains, irrigation quality (I.Q.) water mains, and appurtenances within the Loxahatchee River District service area, as well as any collateral damages, including but not limited to, pavement restoration, sod restoration and related restoration services in a competent, timely and professional manner. All construction services shall be completed in compliance with the solicitation documents, Loxahatchee River District Manual of Minimum Construction Standards and Technical Specifications (refer to Exhibits A and B included herein), all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration (OSHA), including all costs of permits and cost of regulatory compliance.

Technical Specifications

TABLE OF CONTENTS

1.0 GENERAL REQUIREMENTS

2.0 TRAFFIC REGULATION

3.0 EROSION AND TURBIDITY CONTROL

4.0 DEWATERING

5.0 STANDARDS AND SPECIFICATIONS

6.0 MEASUREMENT AND PAYMENT

1.0 GENERAL REQUIREMENTS

1.01 SUMMARY OF WORK

- A. Provide general construction services on an as needed basis for general repairs and maintenance to District wastewater and I.Q. (reclaimed water) infrastructure. Work may include but not be limited repairs to gravity mains, pressure mains, service laterals, manholes, valves, structures and appurtenances and restoration of the work site in compliance with District standards. In addition work will also include minor paving projects not associated with a repair performed under this contract.

1.02 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. Pedestrian and vehicular maintenance of traffic plans necessary to obtain or comply with permits from the Town of Jupiter, Village of Tequesta, Town of Juno Beach, Jupiter Inlet Colony, Palm Beach County, Martin County and/or FDOT.
 - 2. Copies of current valid license(s) issued in accordance with the Florida Statutes and/or appropriate local agencies as required by the Contract documents.
 - 3. Labor, materials, tools, construction equipment and machinery.
 - 4. Water and utilities required for construction.
 - 5. 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 Health Department, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, 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.

1.03 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The Contractor shall be responsible for protecting and restoring all land and property corners, such as section corners, 1/4 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.

1.04 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 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.
- 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.

1.05 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.

- B. 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.

1.06 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 District shall obtain the permits and pay any fees due. The Contractor shall be responsible for reviewing the permits and compliance with the requirements of the permits obtained by the appropriate agency including but not limited to Palm Beach County Health Department, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, Palm Beach County, Martin County, Village of Tequesta, Town of Juno Beach, Town of Jupiter and/or FDOT.
- B. Contractor shall be responsible for permitting and compliance detailed in the following:
 - 1. Section 3.0 Erosion and Sediment Control
 - 2. Section 5.0 Dewatering

1.07 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.

1.08 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.

1.09 SALVAGED MATERIAL

- A. 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.

1.10 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:
 - i. Product description.
 - ii. Performance and test data.
 - iii. 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.

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 SECURITY

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

1.18 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.

1.19 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.

1.20 PRECONSTRUCTION MEETINGS

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

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 HOUSEKEEPING

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

1.28 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.

1.29 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.

1.30 COORDINATION WITH OWNER FOR CONNECTION TO EXISTING FACILITIES

A. 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.

1.31 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.

1.32 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.

1.33 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 TRAFFIC REGULATION

2.01 DESCRIPTION

- A. The work to be performed under this section shall include furnishing all maintenance of traffic plans, all materials and labor necessary to receive approval and to regulate vehicular/pedestrian traffic in accordance with the requirements set forth herein and those required by FDOT, Palm Beach County, Martin County, Village of Tequesta, Jupiter Inlet Colony, Town of Juno Beach and/or the Town of Jupiter.

2.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. The work performed under this contract shall be in strict accordance with the following codes and standards:
 - 1. Local, county and municipal codes.
 - 2. Florida Department of Transportation specifications.
 - 3. State and U.S. Government requirements.

2.03 TRAFFIC AND VEHICULAR ACCESS

- A. Emergency Vehicles: The Contractor shall notify, in writing, the Engineer, the police, fire and other emergency departments and agencies when and where work is to be accomplished which will affect their operations. The notification shall be supplied at least two days, but not more than ten days, prior to the start of such work.
- B. Major Roads and Streets: No major roads or streets shall be blocked to traffic, without adequate detour facilities, for a period of more than 30 minutes, or as directed by the governing authority. All named roads impacted by this project are considered to be major roads unless otherwise agreed to by the Engineer.
- C. Commercial Properties: Access to commercial property shall not be blocked for a period of more than 30 minutes during the time such properties are open for business.
- D. Residential Property: Access to residential property shall not be blocked for a period of more than 8 hours with prior notification.

- E. Arterial Streets/Parking Areas: The Contractor shall make every attempt to maintain streets and parking areas within the project area accessible to the residents. Notification shall be given to the Engineer and affected residences a minimum of three (3) days prior to the start of work.

2.04 CONSTRUCTION IN OTHER THAN STATE HIGHWAY RIGHT-OF-WAY

- A. Construction within other than state highway right-of-way shall be made in full compliance with all requirements of the Florida Department of Transportation and to the satisfaction of the local governing bodies. All necessary barricades, detours, lights and other protective measures shall be provided for the protection of both pedestrian and vehicular traffic.

2.05 SUBMITTALS AND COORDINATION

- A. The Contractor shall provide plans/sketches and background information required to obtain approval for all maintenance of traffic regulation. The Contractor shall coordinate all traffic regulation with the appropriate governmental/regulatory agencies.

3.0 EROSION & SEDIMENT CONTROL

3.01 DESCRIPTION

- A. This section includes all Contractor provided labor, systems, materials, etc. to provide permitting and complete site erosion control in conformance with these specifications as well as all applicable local, State and Federal regulations in sufficient detail to control the spread of wind and water borne materials that would be detrimental to adjoining public or private property, the site, and improvements on the project. These measures shall include the Contractor's construction and maintenance of temporary erosion control features as shown in the plans or as may be directed by the Engineer.
- B. The "Operator" as referred to herein or in any regulatory documents or permits shall mean the Contractor.

3.02 REFERENCE STANDARDS

- A. FDOT Standard Specifications, Latest Edition.
- B. Rule 62-621.300 (4), F.A.C. and the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities", FDEP Document 62-621.300(4) (a).

3.03 SUBMITTALS

- A. If required, prior to the pre-construction meeting, the Contractor shall obtain, prepare and submit the FDEP Form 62-621.300 (4) (b), "Notice of Intent (NOI) to use a Generic Permit for Stormwater Discharge from Large and Small Construction Activities". The type of project or activity that qualifies for use of the Generic Permit, the conditions of the permit, and additional requirements to request coverage are specified in the Generic Permit document (FDEP Documents 62-621.300 (4) (a). The appropriate Generic Permit fee, as specified in Rule 62-4.050 (4) (d), F.A.C., shall be submitted with the NOI in order to obtain permit coverage. Submit a copy of the NOI and confirmation of receipt of the NOI and fee from the NPDES Stormwater Notices Center prior to the pre-construction meeting.
- B. If required, the Contractor shall develop and submit to the Engineer a detailed "Erosion and Sediment Control Plan" and "Stormwater Pollution Prevention Plan" (SWPPP) for review. Included shall be plan(s) of the site locating all siltation skirts, hay bales, turbidity curtains, and other features required to control erosion, sediment, water and air pollution, on and off the site. The plan shall be sequenced to show changes during the life of the project; shall be coordinated with on-site stockpiling of fill and top soil; and shall be directly coordinated with the construction sequence for stormwater improvements. The SWPPP shall comply with Generic

Permit for Stormwater Discharge from Large and Small Construction Activities, FDEP Document 62-621.300(4)(a).

- C. The plan(s) shall include catalog cuts of all materials provided in support of the plan. The “Erosion and Sediment Control Plan” and SWPPP shall be submitted at or before the preconstruction conferences.
- D. At the conclusion of construction and prior to final acceptance by the Engineer, the Contractor shall complete and submit the FDEP Form 62-621.300(6), “Notice of Termination (NOT) of Generic Permit Coverage” in accordance with the instructions contained therein. Submit a copy of the NOT and confirmation of receipt of the NOT from the NPDES Stormwater Notices Center prior to final acceptance by the Engineer.

3.04 PERMANENT EROSION CONTROL

- A. This section is not intended to address the permanent Contractor installed erosion control features such as grassing, sodding, grading, and the installation of drainage structures. It applies only to the temporary efforts required of the Contractor during the full construction process. The Contractor shall incorporate the permanent erosion control features into the project as soon as possible.

PRODUCTS

3.05 SILTATION FENCES

- A. The siltation fences shall be geotechnical woven or non-woven fabric conforming to the applicable application requirements of Section 985 of the Florida Department of Transportation “Standard Specifications for Road and Bridge Construction”. The type and size of posts and wire mesh reinforcement will be at the option of the Contractor and applicable to the installation conditions.

3.06 EROSION CONTROL MATTING

- A. Erosion control matting shall be woven, biodegradable geotechnical fabric. It shall be used to temporarily stabilize channels or steep slopes until vegetation is established. This type selected shall be comparable to the grass cover applied for the particular installation. The material shall be stapled in place at 18 inches on center with a minimum matting lap of 4 inches.

3.07 HAY OR STRAW BALES

- A. Hay and straw bales shall be individual bales each entrenched 4” into the soil. The bales shall be clean, fresh hay or straw. Bales shall be replaced when they become clogged with silt, deteriorate, or after a period of 3 weeks, whichever occurs first. The particular application may require that bales be staked into the ground with rebar.

3.08 TURBIDITY CURTAINS

- A. Turbidity curtains shall be floating of sufficient depth to reach within 1.0 feet of the bottom of the receiving water. They shall be similar to the types manufactured by the American Boom and Barrier Corp. They shall be yellow or international orange in color. The material shall be 45 mils thick (18 to 22 oz/sq. yd) and fully sewn or vulcanized seamed to provide flexible and buoyant units. The top floatation shall maintain a 3” freeboard above the water surface.

EXECUTION

3.09 GENERAL

- A. The Contractor shall install and maintain, for the full period of the construction, all necessary

temporary erosion control features. These features shall be coordinated with all applicable construction features to assure the continuous and effective control of erosion and degradation of surface water quality on and adjoining the site. In the event of unforeseen conditions, the Owner's Representative may require the use of control features or methods other than those indicated or proposed by the Contractor.

- B. The Contractor shall perform all clearing and grubbing operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposed, uncompleted construction shall be kept as short as practicable.

3.10 EARTHWORK PROCESS

- A. The Owner's Representative may limit the area of unprotected erodible earth exposed by clearing, grubbing, excavation, backfilling, or stockpiling operations and may direct the Contractor to provide immediate temporary erosion or pollution control measures to prevent erosion, degradation or receiving water, or wind blown transfer of materials. As a result, the Contractor's efforts shall be in keeping with his capability to grade, grass, and install the permanent erosion control measures.
- B. If unforeseen erosion problems arise as a result of the design, weather conditions, or the Contractor's operations, the Contractor shall be required to implement acceptable temporary erosion control features during construction when the Owner's Representative so directs.

3.11 TEMPORARY EROSION CONTROL

- A. General: Temporary erosion and water pollution control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity curtain, and silt staked fence. The Contractor may find design details for some of these items in the Water Quality Section of the applicable edition of the Florida Department of Transportation "Department's Roadway and Traffic Design Standards." The Owner's Representative may direct use of temporary erosion control features or methods other than those indicated herein. Any such advice given the Contractor by the Owner's Representative shall not relieve the Contractor from fully preventing erosion.
- B. Temporary Grassing: The Contractor may provide temporary sod or seeding and mulching to provide temporary erosion control in areas where applicable or where site conditions warrant. The Contractor shall obtain the approval of the Owner's Representative for the use of all forms of temporary grassing. Where temporary grassing is provided, the final condition of the grass may warrant its removal and degrassing at no additional cost the Owner.
- C. Temporary Mulch: This work shall consist of furnishing and applying a 2" to 4" thick blanket of straw or hay mulch into the top 2" of the soil in order to temporarily control erosion. Only undecayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro mulching, chemical adhesive soil stabilizers, etc. may be substituted for mulching with straw or hay if approved by the Owner's Representative. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
- D. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations so as to control erosion and siltation.
- E. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete plastic sheeting, or other acceptable materials, or as may be approved as suitable to adequately perform the intended function.

- F. Temporary Sediment Basins: Temporary sediment basins, if necessary, shall be constructed to adequately perform the intended function. Sediment basins shall be cleaned out as necessary to maintain flow function or as directed.

4.0 DEWATERING

4.01 DESCRIPTION

- A. The Work to be performed under this section shall include furnishing all equipment and labor necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth and as shown on the drawings.

4.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. The dewatering of any excavation area and the disposal of the water shall be in strict accordance with the latest revision of all local and state government rules and regulations and Section 3.0 Erosion and Sediment Control.

PRODUCTS

4.03 SUBMITTALS

- A. If required, the Contractor shall obtain a Dewatering Permit in compliance with Section 2.5 of the SFWMD Basis of Review for Water Use. A copy of the application and permit shall be provided to the Engineer.

EXECUTION

4.04 DEWATERING

- A. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavation. If subsurface water is encountered, the Contractor shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A wellpoint system or other Engineer approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying. Dewatering by trench pumping will not be permitted if migration of fine grained natural material from bottom, side walls or bedding material will occur. No facilities shall be constructed under wet conditions. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels. Any voids left after the removal of the dewatering system shall be fully grouted.
- B. The Contractor is specifically advised that groundwater elevations within the project areas are known to be variable to a significant degree. The Contractor needs to consider this in preparing their bid and anticipate the need for dewatering accordingly.

4.05 DISPOSAL

- A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or other suitable disposal points. The Contractor is responsible for obtaining and complying with all permits to de-water the construction area and discharge the de-watered waters offsite if necessary. The Contractor shall protect waterways, storm sewers or other disposal facilities from turbidity, silt, debris or other material that may impair the quality or function of the facility during the dewatering operation. The Contractor's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with critical grade mufflers.

5.0 STANDARDS AND SPECIFICATIONS

5.01 GENERAL

- A. The Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications
 - 1. 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.
- B. Martin County
 - 1. 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.
- C. Palm Beach County
 - 1. 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.
- D. Village of Tequesta
 - 1. All work within the Village of Tequesta shall comply with Village standards and requirements.
- E. Town of Jupiter
 - 1. 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.
- F. Florida Department of Transportation
 - 1. 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.
- G. Florida Department of Environmental Protection
 - 1. All work shall comply with Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62.
- H. South Florida Water Management District
 - 1. All work shall comply with South Florida Water Management District Basis of Review for Water Use.
- I. Town of Juno Beach
 - 1. All work within the Town of Juno Beach shall comply with Town standards and requirements.

6.0 MEASUREMENT AND PAYMENT

6.01 GENERAL

- A. 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.
- B. 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:
 - 1. 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).

2. List of items in storage.
3. 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.
4. 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.

6.02 MEASUREMENT

- A. Payment for all work completed under this Contract shall be in accordance with the provisions of the Contract. Payment shall be on a time and material basis for general maintenance repair and on-call/emergency services. On-call/emergency services shall utilize a 1.5 multiplier for labor and equipment only. Materials shall be paid on cost plus 15% mark-up basis for all work items.
- B. Payment will be made at the lump sum or unit price for each item shown in the Unit Bid Price Schedule, 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:
 1. Last Day of the Month – Cut-off date, confirm quantities with inspector.
 2. 5th of the Month - Pay estimate to the Engineer
 3. 10th of the Month - Pay estimate to the District
 4. 20th of the Month - Payment by the District

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

- C. The Contractor will supply a pay estimate form as a shop drawing submittal for review and approval by the District. 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 District or Engineer.

6.03 PAYMENT ITEMS

GENERAL CONDITIONS

A. Mobilization/Demobilization (work total ≤ \$25,000.00) – First Day – Bid Item No. 1

1. Payment shall be at the lump sum price bid for the first day per individual project totaling ≤ \$25,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair

work within 24 hours of the District's request.

3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

B. Mobilization/Demobilization (work total ≤ \$25,000.00) – Each Additional Day – Bid Item No. 2

1. Payment shall be at the unit price bid for each additional day past the first day per individual project totaling ≤ \$25,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

C. Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – First Day – Bid Item No. 3

1. Payment shall be at the lump sum price bid for the first day per individual project totaling \$25,000.01 to \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

D. Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – Each Additional Day – Bid Item No. 4

1. Payment shall be at the unit price bid for each additional day past the first day per individual project totaling \$25,000.01 to \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

E. Mobilization/Demobilization (work total > \$100,000.00) – First Day – Bid Item No. 5

1. Payment shall be at the lump sum price bid for the first day per individual project totaling

- > \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
 3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

F. Mobilization/Demobilization (work total > \$100,000.00) – Each Additional Day – Bid Item No. 6

1. Payment shall be at the unit price bid for each additional day past the first day per individual project totaling > \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

G. Maintenance of Traffic – Signage Only per Day – Bid Item No. 7

1. Payment will be made at the unit price bid for this item, which price shall be full compensation for providing all required signage as per the approved MOT plan.

H. Maintenance of Traffic – Flaggers per Day – Bid Item No. 8

1. Payment will be made at the unit price bid for this item, which price shall be full compensation for providing two (2) flaggers per day and any additional signage required for lane closures or work within intersections as per the approved MOT plan.

I. Maintenance of Traffic – Sign Board per Day – Bid Item No. 9

1. Payment will be made at the unit price bid for this item, which price shall be full compensation for providing one (1) sign board per day as per the approved MOT plan.

J. Maintenance of Traffic Plans – Bid Item No. 10

1. Payment for all labor, equipment and material for all work necessary and required for furnishing maintenance of traffic plans for all work within the limits of the project. Payment will be based upon the actual number of drawing sheets furnished, all in accordance with the any local and State regulatory standards and guidelines, including Department of Transportation. Payment is based on a unit price per each drawing sheet.

EQUIPMENT

K. Equipment – Bid Items No. 11 – 33

1. Payment for equipment required to perform the work necessary shall be based upon actual hours of running time at the job site with the unit price per hour of operation. The unit price shall include full compensation for furnishing transportation, labor, materials, equipment, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the work in accordance with the Contract Documents. Back-up documentation must be included with each payment application to support hours of equipment running time in order to receive payment.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for labor and equipment only.

LABOR

A. Labor – Bid Items No. 34 – 39

1. Payment for equipment required to perform the work necessary shall be based upon actual hours of labor on the job site. The unit price shall include full compensation for furnishing transportation, labor, materials, equipment, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the work in accordance with the Contract Documents.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for labor and equipment only.

Quantities: The quantities specified are outlined in the bid response form with their respective units of measure. Quantities are to be paid on a unit price basis for installed / operational / complete systems that meet technical specification requirements. The District reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements. A purchase order will be issued. All terms, conditions and prices of the bid are applicable. Only awarded items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference the purchase order number.

Warranties: The awarded bidder hereby acknowledges and warrants to the District that (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

Correction of the Work: The awarded bidder shall promptly correct Work rejected by the District as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing. In addition to Contractor's other obligations including warranties under the Contract, Contractor shall, for a period of one (1) year after completion, correct Work not conforming to the requirements of the Contract Documents.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**ITB # 24-001-00131****WASTEWATER AND I.Q. WATER GENERAL CONSTRUCTION SERVICES AND
EMERGENCY / ON-CALL REPAIR SERVICES****BID RESPONSE**

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB # 24-001-00131. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
GENERAL CONDITIONS					
1	Mobilization/Demobilization (work total \leq \$25,000.00) – First Day	1	LS		
2	Mobilization/Demobilization (work total \leq \$25,000.00) – Each Additional Day	1	EA		
3	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – First Day	1	LS		
4	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – Each Additional Day	1	EA		
5	Mobilization/Demobilization (work total $>$ \$100,000.00) – First Day	1	LS		
6	Mobilization/Demobilization (work total $>$ \$100,000.00) – Each Additional Day	1	EA		
7	Maintenance of Traffic – Signage Only per Day	1	EA		
8	Maintenance of Traffic – Flaggers per Day	1	EA		
9	Maintenance of Traffic – Sign Board per Day	1	EA		
10	MOT Plans	1	SHEET		
EQUIPMENT					
11	Wheeled Excavator (\leq 175HP)	1	DAY		
12	Skid Steer	1	DAY		
13	Excavator / Backhoe (\leq 175HP)	1	DAY		

ITB#24-001-00131

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
14	Excavator / Backhoe (≥ 175 HP)				
15	Articulated Wheel Loader	1	DAY		
16	Backhoe/Loader Combo	1	DAY		
17	Bulldozer (<110 HP)	1	DAY		
18	Double Drum Compactor Wacker W74 or Equal	1	DAY		
19	Vibratory Plate Compactor VPR 1740 or Equal	1	DAY		
20	Water Truck	1	DAY		
21	Vacuum Truck	1	DAY		
22	Tanker Truck (<3,000 gallon)	1	DAY		
23	Tanker Truck (>3,000 gallon)	1	DAY		
23	Generator with Mass Lighting	1	DAY		
24	Flat Bed Truck under 25,000 lbs GVW	1	DAY		
25	18 Yard Dump Truck	1	DAY		
26	Service Truck with Equipment and Tools	1	DAY		
27	Cleaning / Television Inspection Equipment	1	DAY		
28	Portable/Towable Air Compressor w/ hose and tools (High Volume > 100 CFM)	1	DAY		
29	Portable/Towable Self Priming Pump w/sound attenuating enclosure	1	DAY		
30	Ride-On Sweeper	1	DAY		
31	Trench Shoring	1	DAY		
32	Dewatering Using Well Point Dewatering System, equal to 25 Well Points	1	DAY		
LABOR					

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
33	Project Manager	1	HOUR		
34	Superintendent	1	HOUR		
35	Foreman	1	HOUR		
36	Laborer	1	HOUR		
37	Operator	1	HOUR		
38	Truck Driver	1	HOUR		
TOTAL BASE BID =					
*ALL WORK PERFORMED UNDER THIS CONTRACT WILL BE PAID TO THE CONTRACTOR ON A TIME AND MATERIAL BASIS USING THE UNIT PRICES ESTABLISHED IN BID ITEMS 1 THROUGH 39. MATERIALS WILL INCLUDE UP TO 15% MARK-UP. A 1.5 MULTIPLIER WILL BE APPLIED TO EMERGENCY / ON-CALL.					

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 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 # 24-001-00131

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:

ITB#24-001-00131

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID

ITB # 24-001-00131

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 _____ (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.

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:_____

EXHIBIT A

**MANUAL OF MINIMUM CONSTRUCTION STANDARDS AND TECHNICAL
SPECIFICATIONS FOR
LOXAHATCHEE RIVER DISTRICT**

LATEST REVISION LOCATED ON DISTRICT WEBSITE:

[HTTPS://LOXAHATCHEERIVER.ORG/](https://loxahatcheeriver.org/)

EXHIBIT B

**REUSE IRRIGATION QUALITY “IQ” WATER CONSTRUCTION STANDARDS AND
TECHNICAL SPECIFICATIONS FOR
LOXAHATCHEE RIVER DISTRICT**

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**ITB # 24-001-00131****WASTEWATER AND I.Q. WATER GENERAL CONSTRUCTION SERVICES AND
EMERGENCY / ON-CALL REPAIR SERVICES****BID RESPONSE**

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB # 24-001-00131. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
GENERAL CONDITIONS					
1	Mobilization/Demobilization (work total ≤ \$25,000.00) – First Day	1	LS	4,500.00	4,500.00
2	Mobilization/Demobilization (work total ≤ \$25,000.00) – Each Additional Day	1	EA	250.00	250.00
3	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – First Day	1	LS	2,500.00	2,500.00
4	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – Each Additional Day	1	EA	500.00	500.00
5	Mobilization/Demobilization (work total > \$100,000.00) – First Day	1	LS	1,500.00	1,500.00
6	Mobilization/Demobilization (work total > \$100,000.00) – Each Additional Day	1	EA	500.00	500.00
7	Maintenance of Traffic – Signage Only per Day	1	EA	50.00	50.00
8	Maintenance of Traffic – Flaggers per Day	1	EA	600.00	600.00
9	Maintenance of Traffic – Sign Board per Day	1	EA	85.00	85.00
10	MOT Plans	1	SHEET	350.00	350.00
EQUIPMENT					
11	Wheeled Excavator (≤175HP)	1	<u>HOUR</u>	65.00	65.00
12	Skid Steer	1	<u>HOUR</u>	85.00	85.00
13	Excavator / Backhoe (≤ 175HP)	1	<u>HOUR</u>	225.00	225.00

ITB#24-001-00131
ADDENDUM #2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
14	Excavator / Backhoe (≥ 175 HP)	1	<u>HOUR</u>	225.00	225.00
15	Articulated Wheel Loader	1	<u>HOUR</u>	110.00	110.00
16	Backhoe/Loader Combo	1	<u>HOUR</u>	65.00	65.00
17	Bulldozer (<110 HP)	1	<u>HOUR</u>	100.00	100.00
18	Double Drum Compactor Wacker W74 or Equal	1	<u>HOUR</u>	65.00	65.00
19	Vibratory Plate Compactor VPR 1740 or Equal	1	<u>HOUR</u>	25.00	25.00
20	Water Truck	1	<u>HOUR</u>	140.00	140.00
21	Vacuum Truck	1	<u>HOUR</u>	350.00	350.00
22	Tanker Truck (<3,000 gallon)	1	<u>HOUR</u>	350.00	350.00
23	Tanker Truck (>3,000 gallon)	1	<u>HOUR</u>	500.00	500.00
23	Generator with Mass Lighting	1	<u>HOUR</u>	25.00	25.00
24	Flat Bed Truck under 25,000 lbs GVW	1	<u>HOUR</u>	75.00	75.00
25	18 Yard Dump Truck	1	<u>HOUR</u>	200.00	200.00
26	Service Truck with Equipment and Tools	1	<u>HOUR</u>	150.00	150.00
27	Cleaning / Television Inspection Equipment	1	<u>HOUR</u>	525.00	525.00
28	Portable/Towable Air Compressor w/ hose and tools (High Volume > 100 CFM)	1	<u>HOUR</u>	30.00	30.00
29	Portable/Towable Self Priming Pump w/sound attenuating enclosure	1	<u>HOUR</u>	200.00	200.00
30	Ride-On Sweeper	1	<u>HOUR</u>	65.00	65.00
31	Trench Shoring	1	<u>HOUR</u>	80.00	80.00
32	Dewatering Using Well Point Dewatering System, equal to 25 Well Points	1	<u>HOUR</u>	400.00	400.00
LABOR					

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
33	Foreman	1	HOUR	145.00	145.00
34	Laborer	1	HOUR	100.00	100.00
35	Operator	1	HOUR	125.00	125.00
36	Truck Driver	1	HOUR	150.00	150.00
TOTAL BASE BID =					15,410.00
*ALL WORK PERFORMED UNDER THIS CONTRACT WILL BE PAID TO THE CONTRACTOR ON A TIME AND MATERIAL BASIS USING THE UNIT PRICES ESTABLISHED IN BID ITEMS 1 THROUGH 36. MATERIALS AND SUB-CONTRACTOR WORK WILL INCLUDE UP TO 15% MARK-UP. A 1.5 MULTIPLIER WILL BE APPLIED TO EMERGENCY / ON-CALL.					

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 DD

Is proof of ability to provide insurance provided?

YES: INITIAL DD

Is licensing provided?

YES: INITIAL DD

Health, Safety and Environmental submittal is provided?

YES: DD INITIAL

BIDDER'S FIRM NAME: Hinterland Group Inc.

BIDDER'S SIGNATURE: Daniel Duke III, President

(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: 2051 W Blue Heron Blvd., Riviera Beach, FL 33404

FIRM TELEPHONE NUMBER: 561-640-3503

FIRM E-MAIL ADDRESS: info@hinterlandgroup.com

APPLICABLE LICENSE(S): CGC1520354 / CUC1224634 / EC13003615

FIRM FEDERAL ID #: 20-5156844



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

October 31st, 2023

Via:Email

Mr. Chase Rogers
Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

**SUBJECT: Loxahatchee River Environmental Control District
ITB #24-001-00131 - Wastewater and I.Q. Water General Construction
Services and Emergency / On-Call Repair Services
Notice of Award of Contract**

Dear Mr. Rogers:

LRD is pleased to advise you that the District Governing Board has elected to Award the Contract for the subject project to your company. You are a successful Bidder and have been awarded a contract for:

**Wastewater and I.Q. Water General Construction Services
and Emergency / On-Call Repair Services**

The Contract Price of your contract is **\$ 250,000.00**

This contract allows for an initial one-year term which starts October 19th, 2023, with four optional one-year renewals. The LRD contract manager will be Ms. Courtney Jones, P.E. who can be reached at 561 401 4094 and courtney.jones@lrecd.org.

Should you have any questions in regard to this correspondence, please feel free to contact me.

Regards,

Kris Dean, P.E.
Deputy Executive Director
Enclosure: Purchase Order # 24-0191

Dr. Matt H. Rostock
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Stephen B. Rockoff
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER

Purchase Order

24-0191

**Bill To: & Ship To:**

Loxahatchee River District
2500 Jupiter Park Drive
Jupiter, Florida 33458

To:

HINTERLAND GROUP, INC.
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

Phone: (561) 747-5700 Ext 4026

Fax: (561) 743-3027

E-mail: purchasing@lrecd.org

EMAIL ALL INVOICES TO: payables@lrecd.org

Tax Exempt ID # 85-8012618682C-5

Vendor No.
HINGRO

Date
October 24, 2023

Requested By
Kris Dean

Purchasing Agent
Sharyn Allen, CPP, CPDW

Qty	Description	Acct.	Unit Price	Amount
	ITB #24-001-00131 WASTEWATER & I.Q. WATER GENERAL CONSTRUCTION SERVICES & EMERGENCY/ON-CALL REPAIR			
	SERVICES - TOTAL PO NOT TO EXCEED \$250,000.00 - SEE PRICE BREAKDOWN ON PURCHASE REQUISITION			
250,000	WASTEWATER & I.Q. WATER GENERAL CONSTRUCTION & EMERGENCY/ON-CALL SERVICES	650000	1.00	250,000.00
	APPROVED BY THE GOVERNING BOARD AT THE OCTOBER 19, 2023 MEETING			
			Subtotal	250,000.00
			Invoice Discount	0.00
			Total	250,000.00

**NOTE: PLEASE REVIEW DISTRICT TERMS AND CONDITIONS BELOW
FOR COMPLIANCE.**

Authorized Signature

Sharyn Allen

Terms and Conditions of Purchase

The following Terms and Conditions are applicable to any order entered into between the Loxahatchee River Environmental Control District, (the "District") and Vendor ("Seller").

1. **TERMS:** This Order constitutes the District's offer to purchase the materials, articles and/or services described elsewhere herein solely in accordance with the provisions set forth on the face of this Order, any special provisions attached hereto, and any provisions incorporated herein by reference. Purchase Order number must appear on all correspondence, invoices, packages, and shipping papers.
2. **ACCEPTANCE:** Acceptance by Seller of the District order under the terms and conditions stated hereon shall be indicated by either written acceptance or commencement of performance pursuant to this order. Your acceptance of this order is your warranty to us that you are complying with the U.S. Fair Labor Standards Act of 1936, as amended, and we reserve the right to refuse merchandise not in strict accordance with this order.
3. **MODIFICATION:** No modification of this order shall be binding upon the District unless approved in writing by an authorized representative of the District's Purchasing Department.
4. **FREIGHT ON BOARD:** All materials must be shipped Freight on Board (FOB) Destination. The District will not pay freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of FOB shipping, Seller is to prepay shipping charges and add to the invoice. Delivery must actually be affected within the time stated on the Purchase order failing which the District reserves the right to cancel this order and purchase elsewhere. In case of default by the Seller, the District may procure the articles, goods or service covered by this order from other sources and hold the Seller responsible for any excess expense occasioned thereby.
5. **INVOICES AND SHIPPING INSTRUCTIONS:** Delivery shall be made to the points designated in the purchase order. All shipments should include an accompanying packing list indicating contents. Invoices should be mailed or emailed to the District at the address indicated on the Purchase Order. Packing lists and invoices should both include the District Purchase Order Number.
6. **INSPECTION:** All goods delivered on this order are subject to inspection upon receipt by representative of the District. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.
7. **DELIVERIES:** Deliveries are to be made during the hours of 7:00 A.M. and 3:00 P.M., Monday through Friday excluding holidays, unless otherwise stipulated. Failure to notify the District concerning the type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges. Notify us immediately if you are unable to ship complete order by date specified.
8. **TAX:** The District is exempt from Federal and State Sales, Use, and like taxes. Sellers doing business with the District shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Seller be authorized to use the District Tax Exemption Number in securing such materials.
9. **PAYMENT TERMS:** The terms of payment shall be as stated. Purchase Order numbers must be noted on all invoices. Payment will not be processed until items and invoices are received and accepted. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes 218.70. The District offers a credit card payment process and encourages vendors to participate in this program.
10. **CONFIDENTIALITY:** Any information, data or materials provided by the District to Seller and designated as proprietary, confidential or trade secrets shall be treated as a trade secret and as confidential disclosure to Seller and shall not be communicated or revealed to third parties without the District's prior written consent. Seller shall not disclose or utilize information furnished by the District for purposes of supplying materials or services to others.
11. **CASH DISCOUNT:** The cash discount period shall commence as of the date of receipt of goods and invoice.
12. **PRICES:** Seller's prices for the goods or services ordered shall not be higher than those stated hereon. In the event that this order does not state price, the District will not be bound to any price to which it has not expressly agreed to in writing.
13. **TITLE TO GOODS:** Title of all goods purchased herein shall pass directly to the District from the Seller at the point of delivery specified hereon.
14. **WARRANTY:** Unless otherwise expressly agreed to in writing, Seller warrants the goods to be free from defects in material and workmanship, under normal use and service to conform to the specifications, drawings or samples specified or furnished by the District, and to be fit for the purposes intended. This warranty shall apply to the District, its subsidiaries and affiliates, their respective customers and any other use of the goods.
15. **ASSIGNMENT AND SUBCONTRACTS:** Seller shall not, without the written approval of the District, make any contract with any other party for furnishing any of the completed or substantially completed articles, or services ordered hereunder.
16. **DEFAULT:** In the event of default by the Seller the District may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs incurred. The following shall be considered a default:
 - a. Failure to make complete deliveries within the promised time.
 - b. Unauthorized substitution or delivery of goods deemed by the District to be inferior.
 - c. Inability of the Seller to fulfill the terms and conditions of this order.
17. **TERMINATION:** The District reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy: arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to the District except for completed items delivered and accepted by the District. Seller will be liable for excess costs of re-procurement. The District may terminate this Purchase Order without cause at any time upon fifteen (15) calendar days prior written notice to the Seller. In the event of termination, the District shall compensate the Seller for all authorized work satisfactorily and responsibly completed through the termination date.
18. **ANTI-DISCRIMINATION:** Sellers doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, disability or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
19. **INDEMNIFICATION:** Seller agrees to indemnify, save and hold harmless the District, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors or assignees arising out of the goods or services provided under this Purchase Order.
20. **MSDS AND SAFETY:** A current Material Safety Data Sheet (MSDS) shall be included with shipments of any material requiring this document and comply with the Consumer Products Safety Act, and all other applicable state and Federal law and agency regulations.
21. **INSURANCE:** If this Purchase Order requires the Seller to perform services on the District's premises or at any place where the District conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the District's Purchasing Agent. In circumstances where insurance is required by the District, Seller shall provide proof of insurance or insurance certificates with the District listed as an additional insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.
22. **PUBLIC DISCLOSURE:** This Purchase Order and all contents and attachments shall be deemed a public record as defined in Florida Statutes, 119.
23. **SCRUTINIZED COMPANIES:** This Purchase Order/Contract is subject to the conditions found under Florida Statutes §287.135 in regards to certain scrutinized companies.
24. **E-VERIFY SYSTEM:** Florida Statute Section §448.095 states a contractor or subcontractor may not enter into a contract with a public employer or provide goods and/or services to a public employer's project unless all parties register with, and use, the E-Verify System. All vendors doing business with the District are required to E-Verify employment eligibility for all employees hired during the term of the contract.



LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

loxahatcheeriver.org

October 22, 2024

via: US Mail & crogers@hinterlandgroup.com

Hinterland Group, Inc.
2051 W. Blue Heron Blvd
Riviera Beach, FL 33404

SUBJECT: Loxahatchee River Environmental Control District
ITB #24-001-00131 - Wastewater and I.Q. Water General Construction Services
and Emergency / On-Call Repair Services
Notice of Award of Contract – Reauthorization

Dear Mr. Chase Rogers:

On October 17th, 2024 the District awarded a second 1-year term to contract ITB #24-001-00131 - Wastewater and I.Q. Water General Construction Services and Emergency / On-Call Repair Services with Hinterland Group, Inc. for lift station rehabilitation general construction services.

I am pleased to advise you that the District Governing Board has elected to reauthorize your contract.

The Contract Price of your Contract is not to exceed \$500,000.00 over the period of October 17th, 2024 to October 16th, 2025.

The District will order the work on an "as needed" basis by providing Hinterland Group, Inc. a set of plans which detail lift station rehabilitation work to be completed for each specific project. Based on the plans the contractor shall submit an estimate based on the Unit Price Bid Tab and submit the estimate to the District for issuance of a Notice To Proceed. Work shall commence upon issuance of the Notice To Proceed but not before.

In accordance with the contract specifications please forward an updated insurance certificate for this contract in accordance with requirements set forth in Special Condition 11.

Should you have any questions regarding this correspondence, please feel free to contact me.

Sincerely,

Kris Dean, P.E.
Deputy Executive Director

CC: Courtney Jones, courtney.jones@lrecd.org
Kara Fraraccio, kara.fraraccio@lrecd.org
Sharyn Allen, sharyn.allen@lrecd.org
Daniel Duke, dduke1@hinterlandgroup.com

Stephen B. Rockoff
CHAIRMAN

Kevin L. Baker
BOARD MEMBER

Gordon M. Boggie
BOARD MEMBER

Dr. Matt H. Rostock
BOARD MEMBER

Clinton R. Yerkes
BOARD MEMBER