



**CITY OF MARGATE  
WASTEWATER TREATMENT PLANT  
CHLORINE CONTACT CHAMBER  
REHABILITATION  
BID # 2017-019**

PRE-BID MEETING DATE AND TIME: August 30, 2017 at 2:00 P.M.  
**(MANDATORY)**

BID OPENING DATE AND TIME: September 12, 2017 at 11:00 A.M.

BID BOND REQUIRED: YES

PAYMENT BOND: YES

PERFORMANCE BOND: YES

**ALL PROPOSALS MUST BE RECEIVED BY THE PURCHASING  
DIVISION PRIOR TO THE DATE AND TIME SPECIFIED ABOVE**

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## **1.1 BASIC DEFINITIONS**

Whenever used in these Bid Specifications or in an ensuing agreement, the following terms have the meanings indicated which are applicable to both singular and plural:

**1.1.1 AGREEMENT** – The written agreement between the City and Contractor covering the Work to be performed including other documents that are attached to the Agreement or made a part thereof.

**1.1.2 CHANGE ORDER** – A document which is signed by Contractor and City and authorizes an addition, deletion, or revision in the Work within the general scope of this Agreement, or an adjustment in the Contract Price or the Contract Time, issued on or after the effective date of the Agreement.

**1.1.3 CITY** – The City Commission of the City of Margate, Florida with whom the Contractor has entered into an Agreement and for whom the Work is to be provided.

**1.1.4 CONTRACTOR** - A person or company that undertakes a contract to provide materials or labor to perform a service or do a job.

**1.1.5 BID DOCUMENTS** – The bid documents consist of the General and Special Conditions, Technical (Drawings, Plans and Specifications), Non-Collusion Affidavit, Contract, Notice of Award, Certificate of Insurance, Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, Change Orders and Work Directive Changes issued on or after the effective date of the Contract.

**1.1.6 DEFECTIVE** – An adjective which when modifying the Work refers to the Work that is unsatisfactory, faulty or deficient, or does not conform to the Bid Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Bid Documents, or has been damaged prior to final payment.

**1.1.7 DRAWINGS** - The drawings which show the character and scope of the Work to be performed and which are referred to in the Bid Documents.

**1.1.8 EFFECTIVE DATE OF THE AGREEMENT** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver or upon receipt of a signed purchase order by the Contractor.

**1.1.9 ENGINEER - N/A**

**1.1.10 FIELD ORDER** – A written order issued by the City's Representative or City which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Time.

**1.1.11 NOTICE TO PROCEED** – A written notice given by the City to Contractor fixing the date on which the Contract Time will commence to run, and on which Contractor shall start to perform Contractor's obligations under the Bid Documents.

**1.1.12 PROJECT** – The total construction for which the Contractor is responsible under this Agreement, including all labor, materials, equipment and transportation used or incorporated in such construction or for the completion of the project and delivery.

**1.1.13 SPECIFICATIONS** - Those portions of the Bid Documents consisting of written descriptions of materials, equipment, construction systems, standards, and Workmanship as applied to the Work and certain administrative details applicable thereto.

**1.1.14 SUBCONTRACTOR** – An individual, firm, or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the Work.

**1.1.15 SUPPLIER** – A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**1.1.16 WORK** – Work is a result of performing services, specifically, including but not limited to construction, labor furnished, soil borings, equipment and materials used or incorporated in the construction of the entire project as required by the Bid Documents.

**1.1.17 WORK CHANGE DIRECTIVE** – A written directive to Contractor issued on or after the effective date of the Agreement and signed by City and recommended by Engineer or City ordering an addition, deletion, or revision in the Work. A Work Change Directive shall not change the Contract Price or Time, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Time.

**1.1.18 WRITTEN AMENDMENT** – A written amendment of the Bid Documents, signed by City or Contractor on or after the Effective Date of the Agreement and normally dealing with the non-architectural, or non-technical aspects rather than strictly Work related aspects of the Bid Documents.



## NOTICE INVITING BIDS

**SUBMITTING PROPOSALS:** Sealed bids will be received in the Purchasing Division Office, Finance Department, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M., Wednesday, September 12, 2017, for a completed project to provide all materials, labor, equipment, tools, transportation and permits for the Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation Project for the Department of Environmental and Engineering Services (DEES).

All bidders are required to have a representative in attendance at a **MANDATORY** site visit that will commence at 2:00 P.M. on Wednesday, August 30, 2017 from the DEES Administration Building, large conference room, located at 901 NW 66<sup>th</sup> Avenue, Suite A, Margate, FL 33063.

All bids received will be publicly opened and read at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver their proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

**NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED.** Bids must be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR "WASTEWATER TREATMENT PLANT CHLORINE CONTACT CHAMBER REHABILITATION BID # 2017-019"**" address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

**COMPLETION OF WORK:** The Work shall be completed within 30 calendar days after the commencement date stated in the Notice to Proceed or Purchase Order.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.

**PROJECT ADMINISTRATION:** All technical questions relative to the Work shall be directed to::

Sierra Evans  
Project Manager  
Dept of Environmental & Engineering Services  
980 NW 66<sup>th</sup> Ave  
Margate, FL 33063  
(954) 972-0828

The City of Margate reserves the right to waive informalities in any bid and further reserves the right to reject any and all bids and to take any other action that may be deemed necessary in its best interest.

Spencer Shambray, CPPB  
Purchasing Manager

## GENERAL CONDITIONS

### INSTRUCTIONS TO BIDDERS

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders and the Notice Inviting Bids which are defined in the General Conditions, have the meaning assigned to them in the General Conditions. The term "bidder" means one who submits a bid directly to City, as distinct from a sub-bidder, who submits a bid to a bidder.
2. **COMPETENCY OF BIDDER:** In selecting the bid which best meets the interests of the City, consideration will be given not only to the financial standing, but also to the general competency of the bidder for the performance of the Work covered by the bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "**Reference Sheet**" herein. A "NO BID" for the Work will be accepted from a contractor who does not hold a valid contractor's license in the State and County where the Work is to be performed (if required by State or County) applicable to the type of Work bid upon at the time of opening bids.
3. **DISQUALIFICATION OF BIDDER:** More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. If the City believes that any bidder is interested in more than one bid for the Work contemplated, all bids in which such bidder is interested will be rejected. If the City believes that collusion exists among the bidders, all bids will be rejected.
4. **BIDDER'S EXAMINATION OF BID DOCUMENTS AND SITE:**
  - 4.1 It is the responsibility of each bidder before submitting a bid, to:
    - (a) Examine the Bid Documents thoroughly,
    - (b) Visit the site to become familiar with local conditions that may affect cost, progress, or performance of Work,
    - (c) Consider federal, state and local laws and regulations that may affect cost, progress, or performance of Work,
    - (d) Study and carefully correlate the bidder's observations with the Bid Documents, and,
    - (e) Notify the City or the City's Representative of all conflicts, errors, or discrepancies in the Bid Documents.
  - 4.2 Information and data reflected in the Bid Documents with respect to underground utilities at or contiguous to the site is based upon information and data furnished to the City or the City's Representative by the owners of such underground utilities or others, and the City does not assume responsibility for

the accuracy or completeness thereof unless it is expressly provided otherwise in the Agreement or Bid Documents.

**4.3** Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Bid Documents due to differing conditions appear in the Agreement.

**4.4** Before submitting a bid, each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, sub-surface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress of performance on the Work and which the bidder deems necessary to determine the bid for performing the Work in accordance with the time, price, and other terms and conditions of the Bid Documents.

**4.5** On request in advance, the City will provide each bidder access to the site to conduct such explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such explorations.

**4.6** The land upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Bid Documents. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Bid Documents.

**4.7** The submission of a bid will constitute an incontrovertible representation by the bidder that the bidder has complied with every requirement of "Bidders Examination of Bid Documents and Site" contained herein, that without exception the bid is premised upon performing the Work required by the Bid Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

**5. INTERPRETATIONS:** All questions about the meaning or intent of the Bid Documents are to be directed to the City or the City's Representative in writing. Interpretations or clarifications considered necessary in response to such questions will be issued by written Addenda to all parties recorded by the City or the City's Representative as having received the Bid Documents. Questions received less than seven (7) days prior to the date for opening of

bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. It is the Contractor's responsibility to contact the City prior to the bid opening to determine if any addenda have been issued on the project.

6. **BID SECURITY, BONDS:** Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the bidder, if awarded the bid will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, payment and performance Bonds (if required), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a bid bond as its bid security, the bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form. The same shall apply to the use of the performance and payment bond forms.

Pursuant to the requirements of Section 255.05(l) (a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

7. **RETURN OF BID SECURITY:** Within 14 days after award of the bid or Contract, the City will return the bid securities accompanying the bids not considered in making the award. All other bid securities will be held until the Agreement has been fully executed. They will then be returned to the respective bidders whose bids they accompany.
8. **BID FORM:** The bid shall be made on copies of the bidding schedule bound herein.
9. **SUBMISSION OF BIDS:** Refer to **NOTICE INVITING BIDS**.
10. **DISCREPANCIES IN BIDS:** In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule, and failure to do so will render the bid non-responsive and may cause its rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in the bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items

shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

- 11. QUANTITIES OF WORK:** The quantities of Work or materials stated in unit price items of the bid are supplied only to give an indication of the general scope of the Work; the City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the amount of any unit price item of the Work by an amount up to and including 25 percent of any bid item, without a change in the unit price, and shall include the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the Contract Price.
- 12. WITHDRAWAL OF BID:** The bid may be withdrawn by the bidder by means of a written request, signed by the bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the **NOTICE INVITING BIDS** for receipt of bids prior to the scheduled closing time for receipt of bids.
- 13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS:** Unauthorized conditions, limitations, or provisos attached to the bid will render it informal and may cause its rejection as being non-responsive. The completed bid forms shall be without interlineations, alterations, or erasure in the printed text. Alternative bids will not be considered unless called for. Oral, telegraphic, telephonic, faxed or electronically transmitted bid or modifications will not be considered.
- 14. OR EQUAL: (Unless otherwise specified in the Bid Documents)** Manufacturer's name, brand name and model number are used in these specifications for the sole purpose of establishing minimum requirements of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material. Equal may be bid providing units bid are equal to or exceed the quality, standards of performance, design, etc. to the item specified.

Where equal is bid, proposals must be accompanied with factory information sheets (specifications, brochures, etc.) of unit bid as equal. The City shall be the sole judge of equality and our decision will be final in the City's best interest.

Any equipment delivered under this proposal will be new, the manufacturer's latest model, and carry the standard factory warranty.
- 15. AWARD OF BID/CONTRACT:** Award of a bid/contract, if it be awarded, will be made to the bid which is deemed to be in the best interest of the City of Margate as determined in the sole discretion of the City. Unless otherwise



specified, any such award will be made within the period stated in the **NOTICE INVITING BIDS** that the bids are to remain open. Unless otherwise indicated, a single award will be made for all the bid items in an individual bidding schedule. In the event the Work is contained in more than one bidding schedule, the City may award schedules individually or in combination. In the case of two (2) bidding schedules which are alternative to each other, only one (1) of such alternative schedule will be awarded. The City reserves the right to accept or reject any or all bids/parts of bids, to waive informalities in any bid, or to take any other action that is deemed to be in the best interest of the City.

- 16. EXECUTION OF AGREEMENT:** The bidder to whom award is made shall execute a written agreement on the form of agreement provided, or by accepting City's purchase order and shall secure all insurance, and furnish all certificates and bonds required by the Bid Documents within ten (10) calendar days after receipt of the agreement forms or purchase order from the City. Failure or refusal to enter into an agreement or accept City's purchase order as herein provided or to conform to any stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. If the bidder who has been awarded the bid pursuant to Paragraph 15 refuses or fails to execute the agreement, the City may award the Contract to whichever bidder it determines next best serves its interest. On the failure or refusal of such second or third bidder (who was awarded the contract) to execute the agreement, each such bidder's bid security shall be likewise forfeited to the City.
- 17. SITE INSPECTION:** Bidders is responsible for a site inspection and final determination of all materials, labor, and equipment required in their proposal. Contractor will obtain complete data at the site and inspect surfaces that are to receive his Work. Before proceeding with Work, Contractor will be solely responsible for accuracy of measurements and laying out of Work; and will correct errors or defects due to faulty measurements taken, information obtained, layout, or due to failure to report discrepancies.
- 18. GOVERNMENT RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material/quality, Workmanship, or performance of the items/services offered on the bid prior to delivery/performance, it shall be the responsibility of the successful bidders to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustment occasioned hereby, or to cancel the contract at no further expense to the City.
- 19. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** "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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a

bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public Work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

- 20. DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 21. COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered, as a result of this bid.
- 22. TAXES:** The City is exempt from all Federal and State taxes. Contractor shall pay all sales, consumer, use and other similar taxes required, to be paid by the Contractor in accordance with the laws and regulations of the State of Florida and its political subdivisions. Contractor is responsible for reviewing the pertinent State Statutes involving such taxes and complying with all requirements.
- 23. STANDARDS OF SAFETY:** The Bidder warrants that the product(s) and services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any industry standards if applicable. Bid Proposal must be accompanied by Material Safety Data Sheet(s). (See attachment – Compliance with Occupational Safety and Health Act).

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to; (1) employees on the Work and other persons who may be affected thereby; (2) the Work and materials and equipment to be incorporated therein; and (3) other property at or adjacent to the site.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss.

Roadways have school crossing areas that are active before 8:30 AM and after 2:00 PM. Contractor shall keep all crosswalk areas clear during periods when school children are present. All sidewalks shall be kept clear of any excess debris and shall not be barricaded or taped off during nights and weekends.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury, or loss to all employees on the Work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto.

Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Bid Documents to be provided by the City) to property at the site caused in whole or in part by the Contractor, a subcontractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

24. **NO BID:** Refer to 'STATEMENT OF NO BID" form incorporated into the bid proposal document.
25. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
26. **CITY PERMITS:** The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. Permit fees for City projects are waived. If County and/or any other regulatory agency permits are required, Contractor shall be responsible for the fees. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004.
27. **NOTICE TO PROCEED:** The Contractor shall commence Work within ten (10) calendar days after receipt of Notice to Proceed or Purchase Order from the City unless otherwise stated
28. **LIABILITY INSURANCE:** The bidder will assume the full duty, obligation, and expense of obtaining all insurance required. The City shall be **additional insured** under all policies required by this proposal and shall be required to provide all necessary endorsements to the City of Margate. The bidder shall

be liable for any damages or loss to the City occasioned by negligence of the bidder or its agents or any person the bidder has designated in the completion of its contract as a result of the bid. The successful bidder shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 original certificates of insurance which indicate that the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on sample certificate. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

- 29. IDENTICAL TIE BIDS:** Refer to the **Drug Free Workplace Program Form** attachment for information on how tie bids will be handled.
- 30. CONFLICT OF INTEREST:** For purposes of determining any possible conflict of interest, all proposers must disclose if any City employee is also an owner, corporate officer, or employee of their business. If such a relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida State Statute 112.313.
- 31. FORCE MAJEURE:** Seller's failure to make, or buyer's failure to take, any delivery or deliveries when due, if caused by Force Majeure as hereinafter defined, shall not constitute a default hereunder nor subject the party so failing to any liability to the other, provided however, the party affected by such Force Majeure shall promptly notify the other of the existence thereof and its expected duration and the estimated effect thereof upon its ability obligations hereunder.

Such party shall promptly notify the other party when such Force Majeure circumstances have ceased to affect its ability to perform its obligations hereunder. The quantity to be delivered hereunder shall be reduced to the extent of the deliveries omitted for such cause or causes, unless both parties agree that the total quantity delivered hereunder remain unchanged. As used herein, the term Force Majeure shall mean and include an ACT OF GOD or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, strikes, lockouts, labor troubles, riots, sabotage, embargo, war (whether or not declared and whether or not the United States is a participant) Federal, State, or Municipal Law, regulation, order, license, priority, seizure, requisition, or allocation, failure to delay from transportation, shortage of or inability to obtain supplies, equipment, fuel, labor, or any other circumstances of a similar or different nature beyond the reasonable control of the party so failing.

## **32. WARRANTIES:**

### **Warranty of Title:**

The Contractor warrants to the City that it possesses good, clear and marketable title to all equipment and materials provided hereunder and there are no pending liens, claims or encumbrances whatsoever against said equipment and materials.

### **Warranty of Specifications:**

The Contractor warrants that all equipment, materials and Workmanship furnished, whether furnished by the Contractor or its subcontractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a Workmanlike manner.

### **Warranty of Merchantability:**

Contractor warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or Workmanship and fit for the ordinary purposes for which it is intended.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the Contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of Work, the Contractor encounters any existing materials which he suspects contain asbestos, the Contractor will stop Work in that area immediately and notify the City.
- 35. INTENT:** It is the intent of the Bid Documents to describe a functionally complete project in accordance with the plans and specifications. Any Work, materials, or equipment that may reasonably be inferred from the Bid Documents, as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws, or regulations in effect at the



time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Bid Documents) shall be effective to change the duties and responsibilities of City, Contractor, or any of their consultants, agents or employees from those set forth in the Bid Documents.

**36. CONFLICT, ERROR OR DISCREPANCY:** If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Bid Documents, Contractor shall so report to City or City's Representative in writing at once, and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with the Work affected thereby.

**37. AMENDING AND SUPPLEMENTING BID DOCUMENTS:** The Bid Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Change Order,
2. Formal Written Amendment, or
3. Work Change Directive.

**38. REPRESENTATION OF CONTRACTOR:** Execution of the Contract or acceptance of a purchase order by the Contractor is a representation that Contractor has visited the site and become familiar with the local conditions under which the Work is to be performed.

**39. BEFORE COMMENCING OPERATIONS:** Before undertaking each part of the Work, Contractor shall carefully study and compare the Bid Documents and check and verify pertinent figures shown thereon. Contractor shall promptly report in writing to City or City's Representative any conflict, error, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from City or City's Representative before proceeding with any Work affected thereby.

**40. CONTRACTOR SERVICES AND RESPONSIBILITIES:**

**40.1** The Contractor shall assist the City or City's Representative in filing documents required to obtain necessary approvals of governmental authorities having jurisdiction over the project.

**40.2** Materials: Unless otherwise specified herein, Contractor shall furnish, pay for and assume full responsibility for all materials, equipment,



transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

Contractor warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Bid Documents and that the Work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Bid Documents.

**40.3** The Contractor shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.

**40.4** The Contractor shall keep the City and City's Representative (if applicable) informed of the progress and quality of the Work.

**40.5** If requested in writing by the City, the Contractor, with reasonable promptness and in accordance with time limits agreed upon, shall interpret the requirements of the Bid Documents and shall decide, subject to determination by the Architect or Engineer (if applicable), subject to demand for arbitration, claims, disputes and other matters in question relating to performance thereunder by both City and Contractor. Such interpretations and decisions shall be in writing, shall not be presumed to be correct, and shall be given such weight as the arbitrator(s) or the court shall determine.

**40.6** The Contractor shall correct Work which does not conform to the Bid Documents.

**40.7** Contractor shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the Work. City shall not be responsible for monitoring Contractor's compliance with any laws and regulations. Contractor shall promptly notify City if the Bid Documents are observed by Contractor to be at variance therewith.

**40.8** The Contractor shall pay royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the City harmless from loss on account thereof, except that the City shall be responsible for such loss when a particular design, process or product of a particular manufacturer is required by the City. However, if the Contractor has reason to believe the use of a required design process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly given to the City.

**40.9** The Contractor shall be responsible to the City for acts and omissions of the Contractor's employees and parties in privity of Contract with the Contractor to perform a portion of the Work, including their agents and employees.

**40.10** The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operation. At the completion of the Work, the Contractor shall remove from the project the Contractor's tools, construction equipment, machinery, surplus materials, waste materials, and rubbish.

**40.11** The Contractor shall prepare Change Orders for the City or City Representative's approval and execution in accordance with this Agreement and shall have authority to make minor changes in the design and construction consistent with the intent of this Agreement not involving an adjustment in the contract sum or an extension of the contract time. The Contractor shall promptly inform the City or City's Representative in writing, of minor changes in the design and construction.

**40.12** The Contractor shall notify the City or City's Representative when the Work or an agreed upon portion thereof is substantially completed by issuing a Certificate of Substantial Completion which shall establish the Date of Substantial Completion; shall state the responsibility of each party for security, maintenance, heat, utilities, damage to the Work and insurance; shall include a list of items to be completed or corrected; and shall fix the time within which the Contractor shall complete items listed therein.

**40.13** Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying Contractor's best skill, attention, and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies accurately with the Bid Documents.

**40.14** Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with Contractor. Nothing in the Bid Documents shall create any Contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

All Work performed for Contractor by a subcontractor will be pursuant to an

appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Bid Documents for the benefit of City.

**40.15** Contractor shall obtain and pay for all permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary.

**40.16** Within seven (7) calendar days after execution of the Contract and in any event prior to the commencement of any Work hereunder, Contractor shall furnish, in writing to City, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. City shall advise Contractor, in writing, of any proposed person or entity to which City has a reasonable objection. Failure of City to reply promptly shall constitute notice of no reasonable objection. Contractor shall not contract with a proposed person or entity to whom City has made a reasonable and timely objection. If City has reasonable objection to a person or entity proposed by Contractor, Contractor shall propose another to whom City has no reasonable objection. Contractor shall not change a subcontractor, person, or entity previously selected if City makes reasonable objection to such change.

**40.17** Contractor shall be fully responsible to City for all acts and omissions of the Contractor's employees, subcontractors, suppliers and other persons directly or indirectly employed by his subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect contract with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by laws and regulations.

**40.18** All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of City.

**41. RISK OF LOSS; TITLE:** The risk of loss, injury, or destruction shall be on Contractor until acceptance of the Work by City. Title to the Work shall pass to City upon acceptance of the Work by City.

**42. USE OF PREMISES:** Contractor shall confine equipment, the storage of materials and equipment and the operations of Workers to the project site and areas identified in and permitted by the Bid Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or

area, or to the City or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against City by any such occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this document specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall restore to original condition all property not designated for alteration by the Bid Documents.

Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

- 43. ACCESS TO WORK:** Contractor shall provide City, City's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.
- 44. INDEMNIFICATION:** To the extent permitted by Florida law, Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, their officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorney's fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- 45. SURVIVAL OF OBLIGATIONS:** All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Bid Documents, shall survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

- 46. CORRECTION AND REMOVAL OF DEFECTIVE WORK:** If required by City or City's Representative, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City or City's Representative, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of architects, attorneys and other professionals) made necessary thereby.
- 47. PAYMENT TO CONTRACTOR:** Providing all Work has been completed and accepted by the City within thirty (30) days of the City's receipt of a properly submitted and correct Application for Payment or Final Invoice, the City shall make payment to the Contractor.

The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment or Final Invoice will pass to the City either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment are free and clear of liens, claims, security interests or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment will have been acquired by the Contractor, or any other person performing Work at the site or furnishing materials or equipment for the project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

- 48. PAYMENT TO SUBCONTRACTORS:** The City shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the Contractor except as may otherwise be required by law.
- 49. CITY'S RIGHT TO WITHHOLD PAYMENT:** The City may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of: defective Work not remedied, claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor, failure of the Contractor to make payments to subcontractors or suppliers for materials or labor, damage to another contractor not remedied, liability for liquidated damages has been incurred by the Contractor, reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum, reasonable evidence that the Work will not be completed within the contract time or failure to carry out the Work in accordance with the Bid Documents.

When the above conditions are removed or resolved or the Contractor provides a surety bond or a consent of surety satisfactory to the City which will protect the City in the amount withheld, payment may be made in whole or in part.



**All invoices or requests for payments must indicate the Project Name and Project Number or the Purchase Order Number.**

**50. HURRICANE PRECAUTIONS:** During such periods of times that are designated by the United States Weather Bureau as a hurricane warning or alert; all construction materials or equipment will be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such purposes, formal construction procedures or use of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment will be secured by guying and shoring, or removing or tying down loose materials, equipment, and construction sheds.

**51. CHANGES IN THE WORK:**

**51.1** City, without invalidating an Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment, Change Order, or Work Directive Change.

**51.2** All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior change orders for this project, increase the cost of the Work to City or which extend the time for completion, must be formally authorized and approved by the City's Commission prior to their issuance and before Work may begin.

Notwithstanding the above paragraph, Change Orders which individually or when cumulatively added to amounts authorized, pursuant to prior Change Orders for this project, increase the cost of the Work to the City not in excess of ten percent (10%) or \$50,000 (whichever is less) may be approved by signed approval of the City Manager of the City of Margate.

No claim against City for extra Work in furtherance of such change order shall be allowed unless prior approval has been obtained.

**51.3** Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to City or City's Representative not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this paragraph.

**52. CONCEALED CONDITIONS:** By execution of this agreement, Contractor has satisfied itself as to all conditions necessary to fulfill this contract. No contract



adjustments shall be allowed for concealed conditions nor different site conditions than anticipated.

### **53. CORRECTION PERIOD:**

**53.1** Contractor warrants all material and Workmanship for a minimum of one (1) year from date of acceptance by the City. If within one (1) year after the date of final completion or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Bid Documents, any Work is found to be defective, whether observed before or after acceptance by City, Contractor shall promptly, without cost to City and in accordance with CITY'S written instructions, either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with Work that is not defective and satisfactorily correct, remove, and replace any damage to other Work or the Work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of architects, engineers, attorneys and other professionals) will be paid by Contractor.

**53.2** Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

### **54. WORK BY CITY OR CITY'S CONTRACTORS:**

**54.1** The City reserves the right to perform Work related to, but not part of, the Project and to award separate contracts in connection with other Work at the site. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claims to the City or City's Representative in writing.

**54.2** The Contractor shall afford the City's separate contractors reasonable opportunity for introduction and storage of their materials and equipment for execution of their Work. The Contractor shall incorporate and coordinate the Contractor's Work with the Work of the City's separate contractors as required by the Bid Documents.

**54.3** Costs caused by defective or ill-timed Work shall be borne by the party responsible.

- 55. CLAIMS FOR DAMAGES:** Should either party to the Agreement suffer injury or damage to person or property because of an act or omission of the other party, the other party's employees or agents, or another for whose acts the other party is legally liable; claim shall be made in writing to the other party within a reasonable time after such injury or damage is or should have been first observed.
- 56. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on successors, assigns, and legal representatives of and persons in privity of contract with the City or Contractor. Neither party shall assign, sublet, or transfer an interest in this Agreement without the written consent of the other.
- 57. TERMINATION FOR CONVENIENCE OF CITY:** Upon thirty (30) days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy, terminate the agreement for City's convenience whenever City determines that such termination is in the best interests of City. Where the agreement is terminated for the convenience of City, the notice of termination to Contractor must state that the Contract is being terminated for the convenience of City under the termination clause, the effective date of the termination, and the extent of termination. Upon receipt of the notice of termination for convenience, Contractor shall promptly discontinue all Work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract, and refrain from placing further orders and subcontracts. Contractor shall not be paid on account of loss of anticipated profits/revenues or other economic loss arising out of or resulting from such termination.
- 58. COST BREAKDOWN REQUIRED IN THE EVENT OF CHANGE ORDER:** Whenever the cost of any Work is to be determined, Contractor will submit in form acceptable to City or City's Representative, an itemized cost breakdown together with supporting data. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by a complete itemized breakdown.
- 59. COMPUTATION OF TIME:** When any period of time is referred to in the Bid Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty four (24) hours measured from midnight to the next midnight shall constitute a day.
- 60. CONTRACTOR INDEPENDENT:** Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not agents or

employees of City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association, or any other kind of joint undertaking or venture between the parties hereto.

- 61. RIGHT TO AUDIT:** City reserves the right to audit the records of Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor agrees to submit to an audit by an independent certified public accountant selected by City.

Contractor shall allow City to inspect, examine, and review the records of Contractor, at any and all times during normal business hours during the term of the Contract.

- 62. LITIGATION VENUE:** This Agreement shall have been deemed to have been executed in the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be brought in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

- 63. VALIDITY OF CONTRACT:** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal, or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

- 64. WAIVER OF JURY TRIAL: CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**

- 65. OTHER GOVERNMENTAL AGENCIES:** If Contractor is awarded a contract as a result of this bid proposal, Contractor will, if he have sufficient capacity or quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB Delivered to the requesting agency.

- 66. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE**

HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

67. **SAMPLES:** Samples of items when requested must be supplied by the bidder free of charge to the City. Each sample must be marked with the bidder's name, manufacturer's brand name and delivered by the bidder within seven (7) calendar days of the request. The City will not be responsible for the return of samples.
68. **TRAINING:** The successful bidder will be required (if requested) to conduct a training course on product bid for selected personnel at no extra cost to the City.
69. **DELIVERY:** All items delivered shall be F.O.B. Destination to a specific City of Margate address and all delivery costs and charges must be included in the bid price.

All exceptions must be noted. Prior to the delivery of goods or performance of services on City property, the City must be notified. Contractor's personnel and vehicles must be clearly identified with the business name and/or logo, also any applicable license numbers, according to State, County, and City ordinances. In addition, Contractor's employees shall be uniformly dressed, i.e., t-shirt with name and/or logo, caps, etc.

70. **MATERIAL ACCEPTANCE:** The materials received under this proposal will remain the property of the bidder until accepted to the satisfaction of the City of Margate. In the event the materials supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to return the product to the bidder at the bidder's expense.
71. **EMERGENCY RESPONSE LOCATIONS:** When delivering to emergency response locations (Fire Stations, Police, Utilities, etc.) where utilities, fire, police and emergency repair vehicles are being dispatched, the successful bidder shall take all steps to ensure that free egress and ingress of emergency vehicles are allowed. No delivery trucks shall be left unattended. In the event that a vehicle is to be left unattended, City personnel must be notified and the driver must state where they will be at all times.

- 72. ASSIGNMENT:** The bidder shall not transfer or assign the performance required by this bid without the prior written consent of the City of Margate. Any awards issued pursuant to this bid invitation and monies which may become due hereunder are not assignable except with prior written approval of the City.
- 73. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 74. CONTRACT RENEWAL:** The City of Margate hereby bids for a one (1) year contract for services or supplies (unless otherwise indicated in the bid specifications), and the contract shall automatically renew for two (2) additional one (1) year extensions, providing both parties agree, providing all terms and conditions and specifications remain the same; providing for availability of funding.
- 75. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 76. WORKING HOURS AND INSPECTIONS:** The City of Margate's Working hours are Monday through Thursday 8 AM – 6 PM. Contractor must plan for, and schedule, inspections within the City's Working hours. Contractor can perform Work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.
- 77. NO WAIVER:** No waiver of any provision, covenant, or condition within this agreement, or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.





## SPECIAL CONDITIONS

### Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation

Rehabilitation of the Chlorine Contact Chamber at 6630 NW 9<sup>th</sup> Street Margate, FL 33063.

The contractor shall bid to furnish labor, licenses, material, equipment, tools, permits and insurance necessary to complete this project. ***(Contractor is responsible for their own measurements.)***

- a. A **MANDATORY** site visit is scheduled for Wednesday, August 30, 2017 at 2:00 P.M. for bidders to acquaint themselves with the exact nature of work to be performed. One contact chamber will be empty and cleaned for inspection. Please see page 5 of this bid document for details.
- b. The submission of a bid shall indicate the bidder thoroughly understands the specifications, conditions, and scope of work.
- c. Bidder shall be responsible for ***determining the amount of labor and materials needed to complete the project.***
- d. All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
- e. Contractor shall at all times keep the work area clean, including storage areas, free from accumulations of waste materials. Work is to be performed during working hours from 7:00 A.M. to 6:00 P.M. Monday thru Friday.
- f. The contractor shall furnish a one (1) year written warranty to the City on workmanship and materials.
- g. The contractor shall bid on the following:



## **GENERAL**

The chlorine contact basins disinfect the treated wastewater before disposal through deep well injection. There are two contact basins, each measuring 65-feet long by 32-feet wide. A 4-foot wide channel with slide gate allows flow to bypass the chambers if necessary. The basin chambers are divided into three 10-foot wide channels by baffle walls to create a plug flow serpentine flow pattern.

The work shall consist of furnishing all supervision, labor, tools, materials, equipment, scaffolding or other structures, and supervision required for the transportation, unloading, storage, and application of the paint and associated products required to complete the rehabilitation of both chambers and bypass channel per the specifications. All work shall be completed within 30 calendar days of notice to proceed. Changes and/or modifications must have prior approval from the City. The contractor is responsible for any damages caused to government property and/ or facilities.

## **LOCATION**

All work on this project is to be performed at the City of Margate Wastewater Treatment Plant located at 6630 NW 9<sup>th</sup> St. Margate, FL 33306.

## **PERMITTING**

This project is considered a maintenance project; therefore, a no fee engineering department permit is required.

## **DESCRIPTION OF WORK**

The following outline of the principle features of work does not in any way limit the responsibility of the contractor to perform all work and furnish all materials to do a complete job within the intent and scope of the specifications and contract. The contractor shall be responsible for field-verifying existing site conditions and measurements prior to bidding. The contractor shall provide all materials and labor to complete the job as intended. All work must be in accordance with all applicable codes and standards. All OSHA standards must be adhered to. The contractor shall perform the following rehabilitation to the Chlorine Contact Chamber:





## SCOPE

The Contractor shall furnish all supervision, labor, tools, materials, equipment, scaffolding or other structures, and supervision required for the transportation, unloading, storage, and application of the paint and associated products covered by this specification.

The work includes removing existing coating, correcting any concrete deficiencies, painting and finishing of the interior of the Chlorine Contact Chambers. The interior of the chlorine contact chamber includes the walls, floor and wall caps.

The following items will not be painted:

- a. Any code requiring labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
- b. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, slide gates, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated.
- c. Aluminum handrails, walkways and grating unless otherwise specified herein.
- d. Signs, nameplates and staff gauges.
- e. Finish hardware.
- f. Stainless steel angles, tubes, pipe, etc.
- g. Products with polished chrome, aluminum, nickel, or stainless steel finish.
- h. Plastic switch plates and receptacle plates.
- i. Flexible couplings, lubricated bearing surfaces, insulation and metal and plastic pipe interior.

All work shall be implemented in strict accordance with this specification and the manufacturer's instructions and shall be performed in a manner satisfactory to the City.

The Contractor will obtain, at its own expense, all permits, licenses and inspections and shall comply with all laws, codes, ordinances, rules, and regulations promulgated by authorities having jurisdiction, which may bear on the work. This compliance will include Federal Public Law 91-596 more commonly known as the "Occupational Safety and Health Act of 1970."

Wherever the word "City" occurs in this specification, it shall apply to the authorized representative of the City of Margate. Where the word "Contractor" occurs in this specification, it shall apply to the contractor performing any part of or all of this work.

## **MATERIALS**

1. All materials specified herein are manufactured by the TNEMEC Company, Inc. These products are specified to establish standards of quality and are approved for use on this project.
2. Equivalent materials of other manufacturers may be substituted on approval of the City. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials.

Abrasion – Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel, 1,000 grams load Adhesion – Elcometer Adhesion Tester Exterior Exposure – Exposed at 45 degrees facing the ocean (South Florida Marine Exposure)

Hardness – ASTM D3363-74

Humidity – ASTM D2247-68

Salt Spray (Fog) – ASTM B117-73

3. Bidders desiring to use coatings other than those specified shall submit an alternate to their proposal. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
4. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/Gallon after thinning.
5. Colors, where not specified, shall be as selected by the Owner or their Representative.
6. All coatings in contact with potable water need to be NSF Certified in accordance with ANSI/NSF Standard 61.

## **COATING SYSTEM SCHEDULE**

### **1. CONCRETE**

Interior of Chlorine Contact Chambers (including wall caps)

Cementitious Epoxy Resurfacer w/ 82% Solids Cycloaliphatic Amine Epoxy





Surface Preparation: Pressure wash (3,500 psi) w/ TSP to remove all mold, mildew, dirt, dust, and other loose foreign contaminants. Abrasive Blast Clean in accordance with the Preparation of Concrete (SSPC-SP13 / NACE No.6) to meet a minimum ICRI-CSP5 on the walls and interior wall caps. The floor must receive a minimum ICRI-CSP3-5.

#### **DFT-Mils**

Resurfacer: 218 MortarClad(Walls and caps only) 1/16"±

Prime Coat: 104-31GR (Slate Gray) HS Epoxy 6.0 – 8.0

Finish Coat: 104-39BL (Delft Blue) HS Epoxy 6.0 – 8.0

14.0-18.0 + Surfacer

Minimum 14.0 Mils + Surfacer

NOTES: Any remaining voids after the prime coat should be filled as required with TNE MEC Series 215 Surfacing Epoxy. In addition, Tnemec Series 290-39BL (Delft Blue) CRU shall be applied @ a rate of 2.0 – 3.0 mils DFT, on the wall caps and 3 feet down all walls. Allow coatings to cure for a minimum 7 days prior to immersion.

#### **PHASING**

1. All work must be performed between the hours of 7:00 A.M. to 6:00 A.M. Monday thru Friday. This project shall be performed per the following phasing schedule (see diagram below):

Phase 1 – Bypass Channel

Phase 2 – South Chlorine Contact Chamber

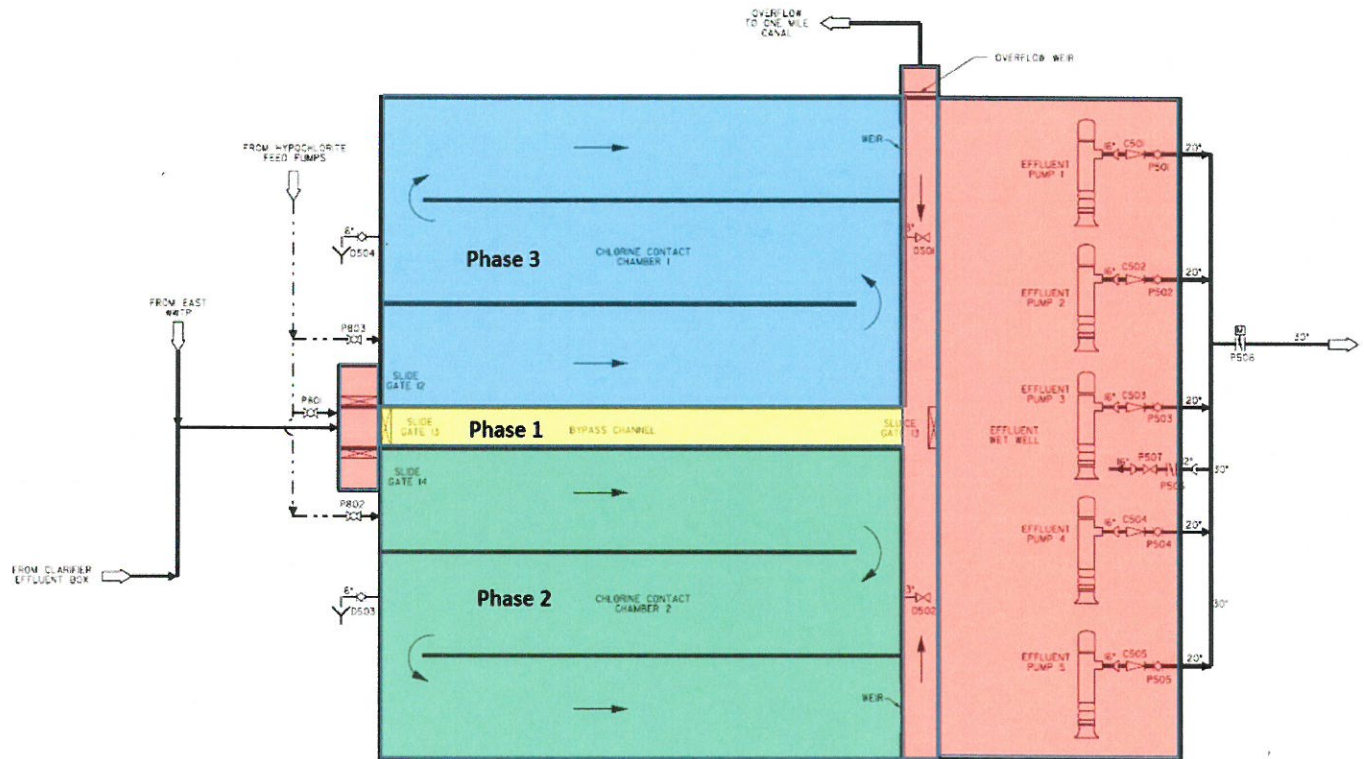
Phase 1 shall be completed and put back into service prior to beginning Phase 2.

Phase 3 – North Chlorine Contact Chamber

Phase 2 shall be completed and put back into service prior to beginning Phase 3.

2. All areas shaded in red shall not be disturbed.
3. While performing work in a specific phase, the other segments of the chlorine contact chamber will be in operation.
4. In the event that there is an excessive rain event, there may be a delay between phases due to the excess flow that will be brought into the system; the next phase of construction will begin after the system has balanced itself.





(See Attachment B for an enlarged Phasing Schedule Diagram)

## PREPARATION OF MATERIALS

Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.

Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.

## APPLICATION

Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50° F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.

1. No coatings should be applied unless surface temperature is a minimum of 5° above of the dew point; temperature must be maintained during curing.
2. No coatings shall be applied unless the relative humidity is below 85%.
3. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.
4. Field Painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the City.
5. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
6. The Contractor's scaffolding shall be erected, maintained, and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observations shall be cleaned immediately after paint application.
7. The prime coat shall be applied immediately following surface preparation and in no case later than the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.
8. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
9. Finish colors shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the City).
10. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) prior to application of the full 1st coat.





## **APPLICATION OF PAINT**

### **1. BY BRUSH AND/OR ROLLERS**

- a. Top quality, properly styled brushes and rollers shall be used. Rollers with a baked phenolic core shall be utilized.
- b. The brushing or rolling shall be done so that a smooth coat as nearly uniform in thickness as possible is obtained. Brush or roller strokes shall be made to smooth the film without leaving deep or detrimental marks.
- c. Surfaces not accessible to brushes or rollers may be painted by spray, by dauber or sheepskins, and paint mitt.
- d. It may require 2 coats to achieve the specified dry film thickness if application is by brush and roller.

### **2. AIR, AIRLESS, OR HOT SPRAY**

- a. The equipment used shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and gauges.
- b. Paint shall be applied in a uniform layer, with a 50% overlap pattern. All runs and sags should be brushed out immediately or the paint shall be removed and the surface resprayed.
- c. High build coatings should be applied by a crosshatch method of spray application to ensure proper film thickness of the coating.
- d. Areas inaccessible to spray shall be brushed; if also inaccessible to brush, dauber or sheepskins shall be used, as authorized by the manufacturer.
- e. Special care shall be taken with thinners and paint temperatures so that paint of the correct formula reaches the receiving surface.
- f. Nozzles, tips, etc., shall be of sizes and designs as recommended by the manufacturer of the paint being sprayed.
- g. The first coat on concrete surfaces in immersion service should be sprayed and back-rolled.

## **SPECIAL CONSIDERATIONS**

1. All work must be performed between the hours of 7:00 A.M. to 6:00 P.M. Monday thru Friday. This project shall be performed in scheduled phases; Contractor shall follow the City's phasing schedule. If Contractor is to deviate from City's phasing schedule, a written request must be submitted for review and approval prior to commencement of work.



2. Elevations of weirs and staff gauges shall be taken by the Contractor, with the City present, prior to beginning work activities. Upon completion of work, weirs and staff gauges shall be reinstalled to original elevations with new stainless steel bolts. After reinstallation, elevations will be taken by the Contractor, with the City present, to verify that the weirs and staff gauges have been installed at the proper elevation. elevation before the chlorine contact chamber is placed back in service. After the contact chamber is placed back in service, if weirs are improperly installed or leveled the Contractor must adjust weirs as required for proper operation.
3. The City of Margate's Wastewater Treatment Plant is classified as a Wellfield and all environmental considerations shall be strictly adhered to.

## **EQUIPMENT**

1. Effective oil and water separators shall be used in all compressed air lines serving spray painting and sandblasting operations to remove oil or moisture from the air before it is used. Separators shall be placed as far as practical from the compressor.
2. All equipment for application of the paint and the completion of the work shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the paint manufacturer.
3. Contractor will provide free of charge to the City a "Nordson-Mikrotest" or "Positest" dry film thickness gauge for ferrous metal and an OG232 "Tooke" gauge or equal for non-ferrous and cementitious surface, to be used to inspect coatings by the City and Contractor. The gauges may be used by the Contractor and returned each day to the City. City will return gauges to Contractor at completion of job.

## **SURFACE PREPERATION**

1. Chlorine contact chamber will be drained and all sludge will be removed by City of Margate WWTP staff. Contractor is responsible for removing all remaining residue prior to the coating process.
2. In order to prepare chlorine contact chambers for coating, weirs and staff gauges must be removed. Contractor shall take existing elevations of weirs and staff gauges, with City present, prior to beginning work activities.
3. Surface must be clean, dry and in sound condition prior to epoxy application. Remove all oil, dust, grease, dirt, loose rust and other foreign materials to ensure proper adhesion.





Refer to attached product application bulletin for detailed surface preparation information.

4. All blast materials shall be contained.
5. Surface preparations must be in accordance with coating manufacturer's specifications.
6. Remove all contaminants in accordance with SSPC-SP13 on all concrete surfaces to be painted. Remove all poorly adhered existing coatings and prepare surfaces to meet an ICRI CSP 3 Condition.
7. Algaecide shall be used to remove all biological growth prior to initial coating application.
8. Make necessary concrete repairs (rock pockets) to provide a smooth, even finish.
9. The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Society of Protective Coatings' Surface Preparation Specification, unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
10. Recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the City's attention; otherwise, Contractor assumes full responsibility.

#### **INSPECTION OF SURFACES**

1. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the City and paint manufacturer's representative. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
2. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the City.
3. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the City, and where, in his opinion, surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.
4. Coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" "Positest" Coating Thickness Gauge (or equal) for ferrous metal or an OG232 "Tooke" Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the "tooke" gauge is classified as a destructive test.
5. A final inspection shall be performed by City and paint manufacturer's representative to obtain project certification.





## **PROTECTION AND CLEAN-UP**

1. It shall be the responsibility of the Contractor to protect at all times, in areas where painting is being done, equipment, vehicles, fixtures, and finished surfaces adjacent to paint work. Cover all electric plates, surface hardware, nameplates, gauge glasses, etc., before start of painting work.
2. The Contractor will contain all spent abrasives, old paint chips, paint overspray and debris by full shrouding of the area. The Contractor must provide a complete design of the intended shroud or cover. Care must be taken not to modify or damage the structure during the use of the shroud. If damage should occur, the Contractor is held responsible for all repairs.
3. The contractor shall provide a dumpster for project debris and is prohibited from dumping any debris in City dumpsters or facilities. The allowable location for the placement of the contractor's dumpster will be determined by the City.
4. At completion of the work, remove all paint where spilled, splashed, splattered, sprayed or smeared on all surfaces, including glass, light fixtures, hardware, equipment, painted, and unpainted surfaces.
5. After completion of all painting, the Contractor shall remove from jobsite all painting equipment, surplus materials, and debris resulting from this work.
6. The Contractor is responsible for the removal and proper disposal of all hazardous materials from the jobsite in accordance with Local, State, and Federal requirements as outlined by the Environmental Protection Agency.
7. The contractor shall provide a porta potty for all project personnel. Porta potty shall be delivered when work commences and shall remain onsite until the completion of all work activities. The allowable location for the placement of the contractor's porta potty will be determined by the City.
8. A notarized statement shall be presented to the City that all hazardous materials have been disposed of properly including but not limited to: name of disposal company, disposal site, listing of hazardous materials, weights of all materials, cost per pound and EPA registration number.

## **STORAGE**

The City of Margate's Wastewater Treatment Plant is classified as a Zone 3 Wellfield and thus the following requirements, along with the requirements under "Environmental Considerations" section, shall be strictly adhered to:



1. Materials shall be delivered to the job site in the original packages with seals unbroken and with legible labels attached. Packages shall not be opened until they are inspected by the City and required for use.
2. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, and direct rays of the sun or from excessive heat. Paint susceptible to damage from low temperatures shall be kept in a heated storage space when necessary.
3. The Contractor shall be solely responsible for the full containment and protection of the materials stored by him at the job site.
4. Empty coating cans shall be required to be neatly stacked in an areas designated by the City and removed from the job site on a schedule determined by the City.
5. City may request a notarized statement from contractor detailing all materials used on the project.

#### **WORKMANSHIP (REQUIREMENTS)**

1. The Contractor must show proof that all employees associated with this project shall have been employed by the Contractor for a period not less than six (6) months.
2. Painting shall be performed by experienced painters in accordance with the recommendations of the paint manufacturer. All paint shall be uniformly applied without sags, runs, spots, or other blemishes. Work, which shows carelessness, lack of skill, or is defective in the opinion of the City, shall be corrected at the expense of the Contractor.
3. The Contractor shall provide the names of at least 3 other projects of similar size and scope that they have successfully completed under their current company name utilizing protective coatings similar to the coatings specified for this project. The projects **MUST** be completed within the past (2) years and include the project name, project location, owner/engineer name(s) and contact information, the total project value amount, and the materials/amount of gallons applied.

#### **ENVIRONMENTAL CONSIDERATIONS**

The City of Margate's Wastewater Treatment Plant is classified as a Wellfield and thus the following requirements shall be strictly adhered to:

1. Protection of Human Health and the Environment: It is intended that land resources within the project boundaries be preserved or restored to a condition that appears natural and is protective of human health and the environment. To meet that goal, the contractor is responsible for conforming to the procedures listed below.





2. In the event the Contractor brings any hazardous material on to City property, the contractor shall notify the City of the approximate quantities of the material to be used on the project and will supply a Material Safety Data Sheet (MSDS) of those materials in English.
3. The Contractor shall be responsible for maintaining the work site to prevent the spread of contamination, provide for the safety of all individuals in the vicinity of the work site areas, and shall prevent the release of any contaminants to the environment. Any tanks or drum containers used by the Contractor on City property to store hazardous materials including petroleum products will be stored within secondary containment structures capable of holding a volume of 110% of the largest container. The allowable location for the placement of the contractor's containment structure will be determined by the City.
4. The Contractor shall comply with all applicable Federal, and State environmental statutes and regulations.
5. All mud, dirt, debris, foreign objects, trash, or spills (including Subcontractors and suppliers) on a street or parking lot, used as access to the work site or staging area shall be cleaned off the same day or as soon as practicable or requested by the City.
6. Contractor shall provide a dumpster for project debris and is prohibited from dumping any debris in City dumpsters or facilities. The allowable location for the placement of the contractor's dumpster will be determined by the City.
7. The Contractor shall immediately report to the City to discuss any issues or incidents which may indicate potential imminent risk to contracted or local personnel, the public at large or the environment. Following the notification, the Contractor shall be available to the City for instructions regarding remediation of the release.
8. To report a release or spill, contact the City as soon as possible. Report the following:
  - a. Your name, location, organization and telephone number
  - b. Name and address of the party responsible for the incident
  - c. Date and time of the incident
  - d. Location of the incident
  - e. Sources and cause of the release or spill
  - f. Types of material(s) released or spilled
  - g. Quantity of material(s) released or spilled
  - h. Danger or threat posed by the release or spill
  - i. Number and types of injuries (if any)



## **RESOLUTION OF CONFLICTS**

1. It shall be the responsibility of the Contractor to arrange a meeting prior to the start of painting between the Contractors, the Paint Manufacturer, whose products are to be used, and the City. All aspects of surface preparation, application and coating systems as covered by this specification will be reviewed at this meeting.
2. Clarification shall be requested promptly from the City when instructions are lacking, conflicts occur in the specification, or the procedure seems improper or inappropriate for any reason.
3. Copies of all manufacturer's instructions and recommendations shall be furnished to the City by the Painting Contractor.
4. It shall be the responsibility of the Coating Manufacturer to have their factory representative meet in person with the Contractor and City a minimum of three times during the job as a consultant on surface preparation, mil thickness of coating and proper application of coating unless meeting is determined to be unnecessary by the City.

## **GENERAL STATEMENT**

1. Manufacturer's Technical Data Sheets, Installation Instructions and Label Directions are considered to be part of this specification.
2. Systems not applicable to this project should be deleted.
3. Consult paint manufacturer's representative for additional systems needed to address surfaces not included within these specifications.

## **LEFTOVER / TOUCH-UP MATERIALS**

1. The Contractor shall provide at the end of the project at least one (1) gallon of each generic topcoat in each color as specified by the City for future touch-up. Two gallons may be required for (2) component materials.

## **WARRANTY**

If within one year after the date of completion of each facility component, any Work found to be defective, painting Contractor shall promptly, without cost to City and in accordance with City's written instructions, either correct such defective work, or, if it has been rejected by City, remove it from the site and replace it with non-defective work. If painting Contractor does not promptly comply with terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement,





including compensation for additional professional services, will be charged to the painting Contractor.

## **SUBMITALS**

1. In general, for each facet of construction, the Contractor shall submit material samples and related calculations to the City for approval a minimum of five calendar days prior to procurement and placement of that particular material and construction respectively. Upon review by the City the submittal along with any comments will be returned to the Contractor within five calendar days. Upon final approval the Contractor shall commence with the procurement and construction activity accordingly.
2. The Contractor will submit a Plan/Schedule that includes minimal milestones detailing various stages of construction and phasing, lead time of new materials and installation to the City for review prior to performing the associated work. Weekly updates shall be provided to the City.
3. The contractor will submit a line item cost proposal to include each item of work listed in the Scope. The cost proposal shall also have individual line items for overhead, profit, insurance, mobilization, and other associated fees.
4. All material and articles require City approval. Any material used without or before City approval is subject to removal, at no cost, if directed by the City.

## **CLEANUP**

1. The contractor shall provide a dumpster for project debris and is prohibited from dumping any debris in City dumpsters or facilities. The allowable location for the placement of the contractor's dumpster will be determined by the City.
2. Do not allow accumulations of rubbish or debris in parking lots or on planted materials or grass.
3. Materials that cannot be removed daily shall be stored in areas specified by the City.
4. Comply with federal, state, and local hauling and disposal regulations. The contractor shall haul waste from the City of Margate Wastewater Treatment Plant to an





appropriate disposal site. All debris will be removed from site (contractor is responsible for dump locations and fees).

5. Contractor is responsible for daily clean-up. All mud, dirt, debris, foreign objects, trash, or spills (including Sub-Contractors and suppliers) on a street or parking lot, used as access to the work site or staging area shall be cleaned off the same day or as soon as practicable or requested by the City.
6. Contractor is responsible for repair cost incurred as a result of all damage to any facilities at the City of Margate Wastewater Treatment Plant.

**BID PROPOSAL FORM BID NO. 2017-019**

**BID TO: CITY COMMISSION  
CITY OF MARGATE**

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an Agreement with the Owner in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled:

**WASTEWATER TREATMENT PLANT  
CHLORINE CONTACT CHAMBER  
REHABILITATION  
BID # 2017-019**

2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

3. The bid will remain open for the period stated in the Notice Inviting Bids unless otherwise required by law. Bidder will enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, payment bond and performance bond required by the Contract Documents.

4. It is the Contractor's responsibility to contact the City @ (954) 935-5346 prior to the bid opening to determine if any addenda have been issued on the project. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is acknowledged):

Number	_____	Date	_____
	_____		_____
	_____		_____

5. Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in this Bid Form, said bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment thereof the Contract Price based on the Total Bid Price(s) named in the aforementioned Bidding Schedule(s).

NAME OF FIRM: \_\_\_\_\_

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

NAME OF SIGNER \_\_\_\_\_  
(Print or Type)

TITLE OF SIGNER \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_ FACSIMILE NO: \_\_\_\_\_

**SCHEDULE OF BID PRICES – BID NO. 2017-019**

**TO: CITY COMMISSION**

**CITY OF MARGATE**

**(Please fill in all blanks and return with your proposal.)**

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

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Description	Unit	Total Cost
Total cost to furnish labor, licenses, material, equipment, tools, permits and insurance necessary to complete the Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation project <b>with specified Tnemec products.</b>	Lump Sum	
Total cost to furnish labor, licenses, material, equipment, tools, permits and insurance necessary to complete the Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation project <b>with City approved equivalent products.</b>	Lump Sum	

**NOTE: Bidders shall submit pricing for one or both options shown above**

**TOTAL FOR ALL ITEMS** \_\_\_\_\_

**10% CONTINGENCY\***

(\*REPRESENTS POSSIBLE COSTS FOR UNFORSEEN WORK, IF APPROVED BY CITY)

**GRAND TOTAL FOR ALL ITEMS** \_\_\_\_\_

\*\*\*\*\*

**ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.**

**MATERIAL SAFETY DATA SHEETS ENCLOSED? YES\_\_\_\_\_NO\_\_\_\_\_**

**SPECIFICATION SHEETS/BROCHURES? YES\_\_\_\_\_NO\_\_\_\_\_**  
**HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.**

**WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE VISA CREDIT CARD? PLEASE CHECK ONE YES\_\_\_\_\_NO\_\_\_\_\_**

## BIDDER'S GENERAL INFORMATION:

The bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, 3, and 7 (if required) will cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., items 1 through 7 inclusive) is delivered to the CITY.

- (1) CONTRACTOR'S name and address:

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- (2) CONTRACTOR'S telephone number: \_\_\_\_\_

- (3) CONTRACTOR'S license: Primary classification: \_\_\_\_\_

State License Number: \_\_\_\_\_

Supplemental classifications held, if any: \_\_\_\_\_

Name of Licensee, if different from (1) above: \_\_\_\_\_

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- (4) Name of person who inspected site of proposed WORK for your firm:

Name: \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

- (5) Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract (if required): \_\_\_\_\_

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- (6) ATTACH TO THIS BID the experience resume of the person who will be designated as Supervisor for this project.



- (7) ATTACH TO THIS BID a financial statement **(If Required)**, references, and other information, sufficiently comprehensive to permit an appraisal of CONTRACTOR'S current financial condition. **(Not Required)**
- (8) Subcontractors: The Bidder further proposes that as part of their submittal there is attached a list of subcontracting firms or businesses who will be awarded subcontracts for portions of the work in the event the bidder is awarded the Contract.

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_ as Principal,  
and \_\_\_\_\_ as Surety, are held and  
firmly bound unto City of Margate, hereinafter called "City" in the sum of  
(\$ \_\_\_\_\_) \_\_\_\_\_ dollars,  
(not less than 5 percent of the total amount of the bid) for the payment of which sum,  
well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has submitted a bid to said City to perform the Work required  
under the bidding schedule of the City's Contract Documents entitled:

**WASTEWATER TREATMENT PLANT  
CHLORINE CONTACT CHAMBER  
REHABILITATION  
BID # 2017-019**

**NOW THEREFORE**, if said Principal is awarded a contract by said City and, within the  
time and in the manner required in the "Notice Inviting Bids" and the "Instructions to  
Bidders" enters into a written Agreement on the form of the agreement bound with said  
Contract Documents, furnishes the required certificates of insurance, and furnishes the  
required Performance Bond, then this obligation shall be null and void, otherwise it shall  
remain in full force and effect. In the event suit is brought upon this bond by said City  
and City prevails, said Surety shall pay all costs incurred by said City in such suit,  
including a reasonable attorney's fee to be fixed by the court.

**SIGNED and SEALED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(CONTRACTOR) \_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_ By: \_\_\_\_\_  
(SIGNATURE) (SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS  
DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND  
ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR  
THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

NOTARY PUBLIC: \_\_\_\_\_

## PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:**

KNOW ALL MEN BY THESE PRESENTS:  
That we, \_\_\_\_\_ as Contractor and  
\_\_\_\_\_ as Surety, are held  
and firmly bound unto the **CITY OF MARGATE, FLORIDA** hereinafter called City in the  
sum of (\$ \_\_\_\_\_) \_\_\_\_\_ dollars, lawful  
money of the United States, for the payment of which well and truly to be made, we bind  
ourselves, our heirs, executors, successors and assigns, jointly and severally, firmly by  
these presents.

**WHEREAS**, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Bid Documents entitled:

**WASTEWATER TREATMENT PLANT  
CHLORINE CONTACT CHAMBER  
REHABILITATION  
BID # 2017-019**

**NOW, THEREFORE,** if the said Contractor shall fully and faithfully perform all the requirements of said Bid Documents required to be performed on its part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

**PROVIDED**, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Bid Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Bid Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

**SIGNED and SEALED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(SURETY)

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
(SIGNATURE) (SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NOTARY PUBLIC: \_\_\_\_\_

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_ as Contractor and \_\_\_\_\_ as Surety, are held and firmly bound unto the **CITY OF MARGATE, FLORIDA**, hereinafter called City, in the sum of (\$ \_\_\_\_\_) \_\_\_\_\_ dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Contractor has been awarded and is about to enter into the annexed Agreement with said City to perform the Work as specified or indicated in the Contract Documents entitled:

**WASTEWATER TREATMENT PLANT  
CHLORINE CONTACT CHAMBER  
REHABILITATION  
BID # 2017-019**

**NOW THEREFORE**, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State law.

**PROVIDED**, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

**SIGNED and SEALED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
(SURETY)

By: \_\_\_\_\_  
(SIGNATURE)

By: \_\_\_\_\_  
(SIGNATURE)

STATE OF FLORIDA, COUNTY OF BROWARD:

BEFORE ME PERSONALLY APPEARED THE ABOVE, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT FOR THE PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

NOTARY PUBLIC: \_\_\_\_\_

## COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc. contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the bidder.

### OCCUPATIONAL HEALTH AND SAFETY MATERIAL SAFETY DATA SHEET REQUIRED:

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a MATERIAL SAFETY DATA SHEET (MSDS). The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substances, including:
  - 1. The potential for fire, explosion, corrosivity and reactivity;
  - 2. the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - 3. the primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substances intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

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



**CITY OF MARGATE  
STATEMENT OF NO BID**

**IF YOU DO NOT INTEND TO BID ON THIS PROPOSAL, RETURN THIS FORM  
TO ADDRESS WHERE BID IS TO BE SUBMITTED:**

I/We have declined to bid on your proposal No: 2017-019

Bid Description: **WASTEWATER TREATMENT PLANT CHLORINE CONTACT  
CHAMBER REHABILITATION**

For the following reason:

- \_\_\_\_\_ 1. Specifications are too tight, i.e. geared toward one brand or manufacturer only. (Explain reason below.)
- \_\_\_\_\_ 2. Insufficient time to respond to invitation.
- \_\_\_\_\_ 3. We do not offer this commodity/service or equivalent.
- \_\_\_\_\_ 4. Our product/service schedule would not permit us to perform.
- \_\_\_\_\_ 5. Unable to meet specifications.
- \_\_\_\_\_ 6. Unable to meet bonding requirements.
- \_\_\_\_\_ 7. Specifications unclear (Explain below).
- \_\_\_\_\_ 8. Other (Specify below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional pages if required.

I/We understand that if the NO BID form is not executed and returned, our name may be deleted from the list of qualified bidders for the City of Margate.

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

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

TELEPHONE NO: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

## DRUG-FREE WORKPLACE PROGRAM FORM BID NO. 2017-019

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. The City reserves the right to make final Decisions in the City's best interest. 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 subsection (1).
4. In the statement specified in subsection (1), notify 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 Chapter 893 or of any controlled substance law of the United States or of 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 if such is available in the employee's community by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation. If bidder's company has a Drug-free Workplace Program, so certify below:

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

SIGNATURE OF BIDDER:

DATE:

**OFFEROR'S QUALIFICATION STATEMENT BID NO.2017-019**

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

SUBMITTED TO: City of Margate  
(Purchasing Division)

ADDRESS: 5790 Margate Blvd.  
Margate, FL 33063

CIRCLE ONE

SUBMITTED BY: \_\_\_\_\_

Corporation  
Partnership  
Individual  
Other

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

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

TELEPHONE NO.: \_\_\_\_\_

FACSIMILE NO.: \_\_\_\_\_

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

The correct name of the Offeror is: \_\_\_\_\_

The address of the principal place of business is:

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

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

a. Date of Incorporation: \_\_\_\_\_

b. State of Incorporation: \_\_\_\_\_

- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_
- e. Secretary's name: \_\_\_\_\_
- f. Treasurer's name: \_\_\_\_\_
- g. Name and address of Resident Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- a. Date of organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

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

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

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



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

a. Under what other former names has your organization operated?

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7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

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8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

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

(name)	(address)	(phone number)
--------	-----------	----------------

(name)	(address)	(phone number)
--------	-----------	----------------

(name)	(address)	(phone number)
--------	-----------	----------------

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).


11. State the name(s) of the individual(s) who will have personal supervision of the work:


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

Signature: \_\_\_\_\_

State of Florida County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public of the State of Florida, personally appeared

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

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

NOTARY PUBLIC  
SEAL OF OFFICE:

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

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

- ☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced  
☐ DID take an oath, or ☐ DID NOT take an oath

\_\_\_\_\_  
OPTIONAL INFORMATION:

Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Number of Signatures Notarized: \_\_\_\_\_



## NON-COLLUSIVE AFFIDAVIT FOR BID NO 2017-019

State of \_\_\_\_\_)

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

\_\_\_\_\_ being first duly sworn, deposes  
and says that:

He/she is the \_\_\_\_\_, (Owner, Partner, Officer,  
Representative or Agent) of \_\_\_\_\_, the Offeror that has submitted the  
attached Proposal;

He/she is fully informed regarding the preparation and contents of the attached  
Proposal and of all pertinent circumstances regarding such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said Offeror nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, have in any  
way colluded, conspired, connived or agreed, directly or indirectly, with any other  
Offeror, firm, or person to submit a collusive or sham Proposal in connection with  
the Work for which the attached Proposal has been submitted; or to refrain from  
bidding in connection with such Work; or have in any manner, directly or indirectly,  
sought by agreement or collusion, or communication, or conference with any  
Offeror, firm, or person to fix the price or prices in the attached Proposal or of any  
other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or  
the Proposal price of any other Offeror, or to secure through any collusion,  
conspiracy, connivance, or unlawful agreement any advantage against (Recipient),  
or any person interested in the proposed Work;

The price or prices quoted in the attached Proposal are fair and proper and are not  
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part  
of the Offeror or any other of its agents, representatives, owners, employees or  
parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By \_\_\_\_\_

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

\_\_\_\_\_  
Title



**ACKNOWLEDGMENT**  
**NON-COLLUSIVE AFFIDAVIT FOR BID NO 2017-019**

State of Florida  
County of \_\_\_\_\_

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

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

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

WITNESS my hand  
and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

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

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

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW ARE IN FORCE AND ARE ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> GENERAL LIABILITY				EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 500,000
					GENERAL AGGREGATE \$ 500,000
					PRODUCTS - COMP/OP AGG \$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 100,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR			EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE			AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				
	<input type="checkbox"/> RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/> N/A <input type="checkbox"/>			E.L. EACH ACCIDENT \$ 100,000
					E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 300,000

Note: When applicable, the Insured shall provide a copy of authorized certificate or

Workers Compensation Exemption

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate additional insured for General Liability Only

## CERTIFICATE HOLDER

## CANCELLATION

The City of Margate (Department Name) 5790 Margate Blvd Margate, Florida 33063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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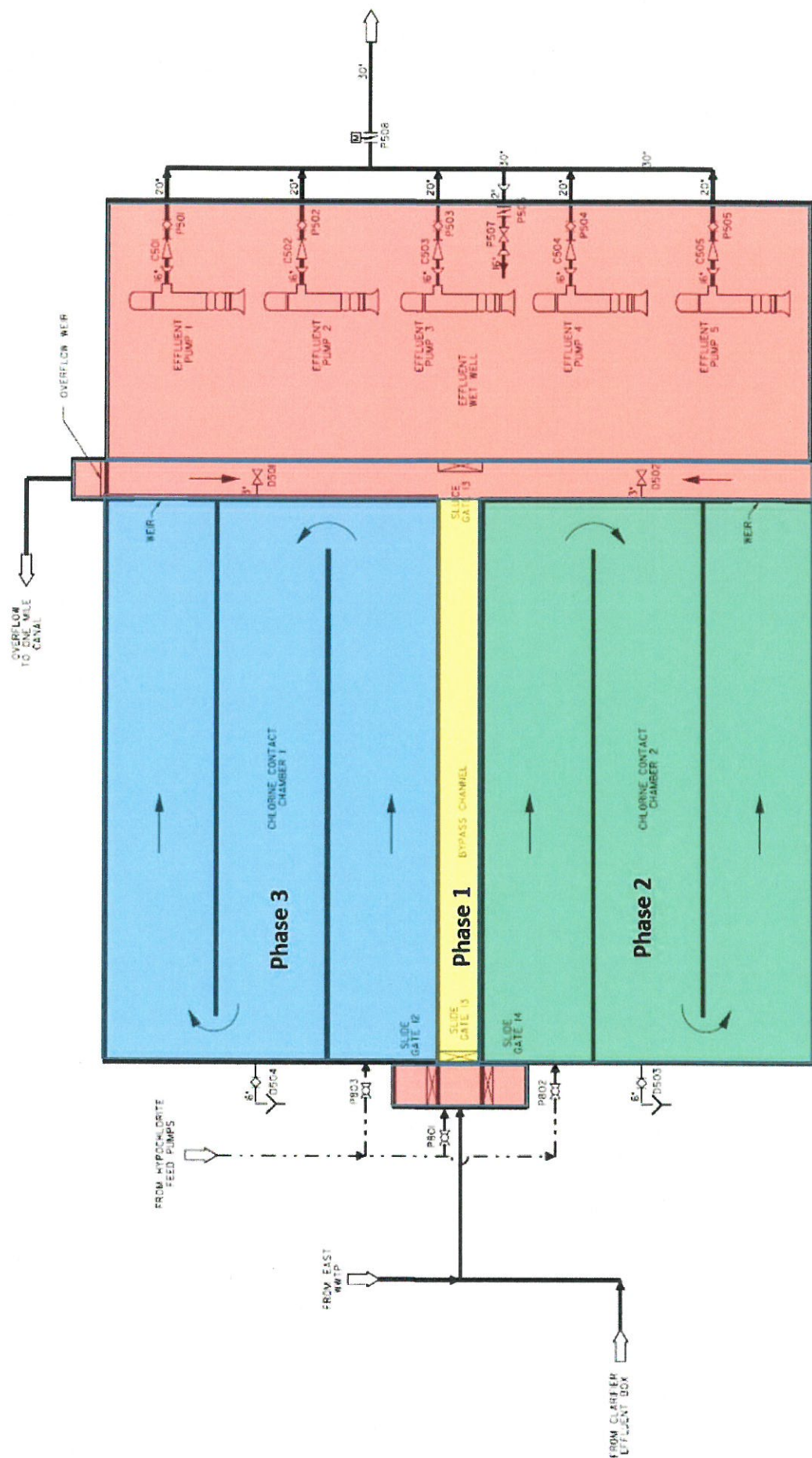
ACORD 25 (2009/09)

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ATTACHMENT "A"



# ATTACHMENT B – ENLARGED PHASING SCHEDULE DIAGRAM





## **ADDENDUM NO. 1**


### **Bid No. 2017-019 Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation**

September 6, 2017

#### **TO ALL BIDDERS:**

Please incorporate the following information/clarifications into the specification packet for the above referenced project:

1. The bid submission date and time is extended. The new bid submission date and time deadline is September 19, 2017 at 11:00 A.M. There are no additional changes at this time. An additional addendum will be forthcoming with questions and answers from the mandatory pre-bid meeting.

  
Wylene Sprouse  
Purchasing Supervisor  
09/06/17

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your bid package.



# ACKNOWLEDGEMENT FORM

## ADDENDUM NO. 1

**Bid No. 2017-019**

### **Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation**

I acknowledge receipt of Addendum No. 1 for Bid No. 2017-019 Wastewater Treatment Plant Chlorine Contact Chamber. This addendum contains two (2) pages. Please include the original of this form in your bid submission.

Company Name: \_\_\_\_\_


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

Name of Signer \_\_\_\_\_  
(please print)

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Please fax your completed form to (954) 935-5258 or e-mail to [purchase@margatefl.com](mailto:purchase@margatefl.com).

  
\_\_\_\_\_  
Wylene Sprouse  
Purchasing Supervisor  
09/06/2017



## **ADDENDUM NO. 2**

### **Bid No. 2017-019 WWTP Chlorine Contact Chamber Rehabilitation**

September 14, 2017

#### **TO ALL BIDDERS:**

Please incorporate the following information/clarifications into the specification packet for the above referenced project:

**The bid submission date and time deadline has been extended to September 27, 2017 at 11:00 A.M.**

1. **Question:** What is the chamber going to look like when we get it? Will it be pressure cleaned?.

**Response:** As per the Surface Preparation on page 36 item 2, all sludge will be removed by the City of Margate WWTP staff. The tank will be decontaminated but will not be pressure cleaned by City staff.

2. **Question:** Will the grating above the channel be removed by the City?

**Response:** No, the contractor is responsible for removing and replacing the grating.

3. **Question:** Will the City calibrate the levels of the weirs and gages?

**Response:** No, it is the responsibility of the contractor to take existing elevations of weirs and staff gauges and verify their elevations after installation per Special Considerations page 36 number 2.

4. **Question:** Does this project require full containment?

**Response:** Yes, full containment is required.

5. **Question:** Where can we prepare and store the material?

**Response:** Due to the Waste Water Treatment Plant being classified as a Wellfield, all materials shall be mixed/ prepared inside the contact chamber and cannot come into contact with the surrounding ground area. Storage area for materials will be determined by the City and will comply with the Environmental Considerations section of the Special Conditions.

6. **DELETE:** Page 5  
**INSERT:** Page 5A
7. **DELETE:** Page 29  
**INSERT:** Page 29A
8. **DELETE:** Page 31  
**INSERT:** Page 31A
9. **DELETE:** Page 32  
**INSERT:** Page 32A
10. **DELETE:** Page 33  
**INSERT:** Page 33A
11. **DELETE:** Page 34  
**INSERT:** Page 34A
12. **DELETE:** Page 37  
**INSERT:** Page 37A
13. **DELETE:** Page 46  
**INSERT:** Page 46A
14. **DELETE:** Attachment B  
**INSERT:** Attachment B Addendum Copy

There are no additional changes at this time.



Wylene Sprouse  
Purchasing Supervisor  
09/14/17

Please sign and return the acknowledgment page of this addendum by email or by fax.  
The original acknowledgement page is to be included with your bid package.

# ACKNOWLEDGEMENT FORM

## ADDENDUM NO. 2

**Bid No. 2017-019**

### **WWTP Chlorine Contact Chamber Rehabilitation**

I acknowledge receipt of Addendum No. 2 for Bid No. 2017-019 WWTP Chlorine Contact Chamber Rehabilitation. This addendum contains twelve (12) pages. Please include the original of this form in your bid submission.

Company Name: \_\_\_\_\_

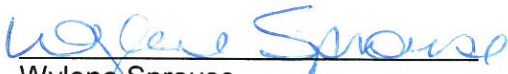
Address: \_\_\_\_\_

Name of Signer \_\_\_\_\_  
(please print)

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Please fax your completed form to (954) 935-5258 or e-mail to [purchase@margatefl.com](mailto:purchase@margatefl.com).

  
Wylene Sprouse  
Purchasing Supervisor  
09/14/2017



## NOTICE INVITING BIDS

**SUBMITTING PROPOSALS:** Sealed bids will be received in the Purchasing Division Office, Finance Department, 5790 Margate Boulevard, Margate, FL 33063 until 11:00 A.M., **Wednesday, September 27, 2017**, for a completed project to provide all materials, labor, equipment, tools, transportation and permits for the Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation Project for the Department of Environmental and Engineering Services (DEES).

All bidders are required to have a representative in attendance at a **MANDATORY** site visit that will commence at 2:00 P.M. on Wednesday, August 30, 2017 from the DEES Administration Building, large conference room, located at 901 NW 66<sup>th</sup> Avenue, Suite A, Margate, FL 33063.

All bids received will be publicly opened and read at the close of bidding in the Commission Chambers of City Hall. All bidders or their representatives are invited to be present.

It will be the sole responsibility of the bidders to deliver their proposal to the Purchasing Division on or before the date and time specified. Bids received after the specified date and time will not be considered, and will be returned unopened to the bidder.

**NO FAXED OR ELECTRONICALLY TRANSMITTED BIDS WILL BE ACCEPTED.** Bids must be submitted in a sealed envelope and plainly marked on the outside of the envelope; the bidder's name and address followed by "**SEALED BID FOR WASTEWATER TREATMENT PLANT CHLORINE CONTACT CHAMBER REHABILITATION BID # 2017-019**" address where bid is to be delivered or mailed to, and the date and time of the bid opening.

Bids must be submitted on the Bid Proposal Form(s) provided herein. Failure to do so will be cause for bid to be rejected. Proposals having an erasure or correction must be initialed by the bidder in ink. Bids shall be signed in ink; all quotations shall be typewritten and filled in with pen and ink.

**COMPLETION OF WORK:** The Work shall be completed within **90** calendar days after the commencement date stated in the Notice to Proceed or Purchase Order.

The Bidder shall guarantee the total bid price for a period of 90 days from the date of bid opening.



## **GENERAL**

The chlorine contact basins disinfect the treated wastewater before disposal through deep well injection. There are two contact basins, each measuring 65-feet long by 32-feet wide. A 4-foot wide channel with slide gate allows flow to bypass the chambers if necessary. The basin chambers are divided into three 10-foot wide channels by baffle walls to create a plug flow serpentine flow pattern.

The work shall consist of furnishing all supervision, labor, tools, materials, equipment, scaffolding or other structures, and supervision required for the transportation, unloading, storage, and application of the paint and associated products required to complete the rehabilitation of both chambers and bypass channel per the specifications. All work shall be completed within 90 calendar days of notice to proceed. Changes and/or modifications must have prior approval from the City. The contractor is responsible for any damages caused to government property and/ or facilities.

## **LOCATION**

All work on this project is to be performed at the City of Margate Wastewater Treatment Plant located at 6630 NW 9<sup>th</sup> St. Margate, FL 33306.

## **PERMITTING**

This project is considered a maintenance project; therefore, a no fee engineering department permit is required.

## **DESCRIPTION OF WORK**

The following outline of the principle features of work does not in any way limit the responsibility of the contractor to perform all work and furnish all materials to do a complete job within the intent and scope of the specifications and contract. The contractor shall be responsible for field-verifying existing site conditions and measurements prior to bidding. The contractor shall provide all materials and labor to complete the job as intended. All work must be in accordance with all applicable codes and standards. All OSHA standards must be adhered to. The contractor shall perform the following rehabilitation to the Chlorine Contact Chamber:



## **MATERIALS**

1. All materials specified herein are manufactured by the TNEMEC Company, Inc. These products are specified to establish standards of quality and are approved for use on this project.
2. Equivalent materials of other manufacturers may be substituted on approval of the City. Requests for substitution shall include Manufacturer's literature for each product giving the name, generic type, descriptive information and evidence of satisfactory past performance and an independent laboratory certification that their product meets the performance criteria of the specified materials.

Abrasion – Fed. Test Method Std. No. 141, Method 6192, CS-17 Wheel,  
1,000 grams load Adhesion – Elcometer Adhesion Tester Exterior Exposure  
– Exposed at 45 degrees facing the ocean (South Florida Marine Exposure)

**Compressive Strength – ASTM C579**

Hardness – ASTM D3363-74

Humidity – ASTM D2247-68

Salt Spray (Fog) – ASTM B117-73

3. Bidders desiring to use coatings other than those specified shall submit an alternate to their proposal. Substitutions which decrease the film thickness, the number of coats applied, change the generic type of coating, or fail to meet the performance criteria of the specified materials will not be approved. Prime and finish coats of all surfaces shall be furnished by the same manufacturer.
4. All coatings to be shop applied must meet the requirements for volatile organic compounds (VOC) of not more than 3.5 lbs/Gallon after thinning.
5. Colors, where not specified, shall be as selected by the Owner or their Representative.
6. All coatings in contact with potable water need to be NSF Certified in accordance with ANSI/NSF Standard 61.

## **COATING SYSTEM SCHEDULE**

### **1. CONCRETE**

Interior of Chlorine Contact Chambers (including wall caps)

Cementitious Epoxy Resurfacer w/ 82% Solids Cycloaliphatic Amine Epoxy



Surface Preparation: Pressure wash (3,500 psi) w/ TSP to remove all mold, mildew, dirt, dust, and other loose foreign contaminants. Abrasive Blast Clean in accordance with the Preparation of Concrete (SSPC-SP13 / NACE No.6) to meet a minimum ICRI-CSP6 on the walls and interior wall caps. The floor must receive a minimum ICRI-CSP3-5.

#### **DFT-Mils**

**Resurfacer:** 217 MortarCrete 1/4"+

Reblast all applied Series 217 MortarCrete in accordance with the Preparation of Concrete (SSPC-SP13 / NACE No.6) to meet a minimum ICRI-CSP3 and following strict Manufacture Guidelines.

**Prime Coat:** 104-31GR (Slate Gray) HS Epoxy 6.0 – 8.0

**Finish Coat:** 104-39BL (Delft Blue) HS Epoxy 6.0 – 8.0

14.0-18.0 + Surfacer

Minimum 14.0 Mils + Surfacer

NOTES: Any remaining voids after the prime coat should be filled as required with TNE MEC Series 215 Surfacing Epoxy. In addition, Tnemec Series 290-39BL (Delft Blue) CRU shall be applied @ a rate of 2.0 – 3.0 mils DFT, on the wall caps and 3 feet down all walls. Allow coatings to cure for a minimum 7 days prior to immersion.

#### **PHASING**

1. All work must be performed between the hours of 7:00 A.M. to 6:00 P.M. Monday thru Friday. This project shall be performed per the following phasing schedule (see diagram below):

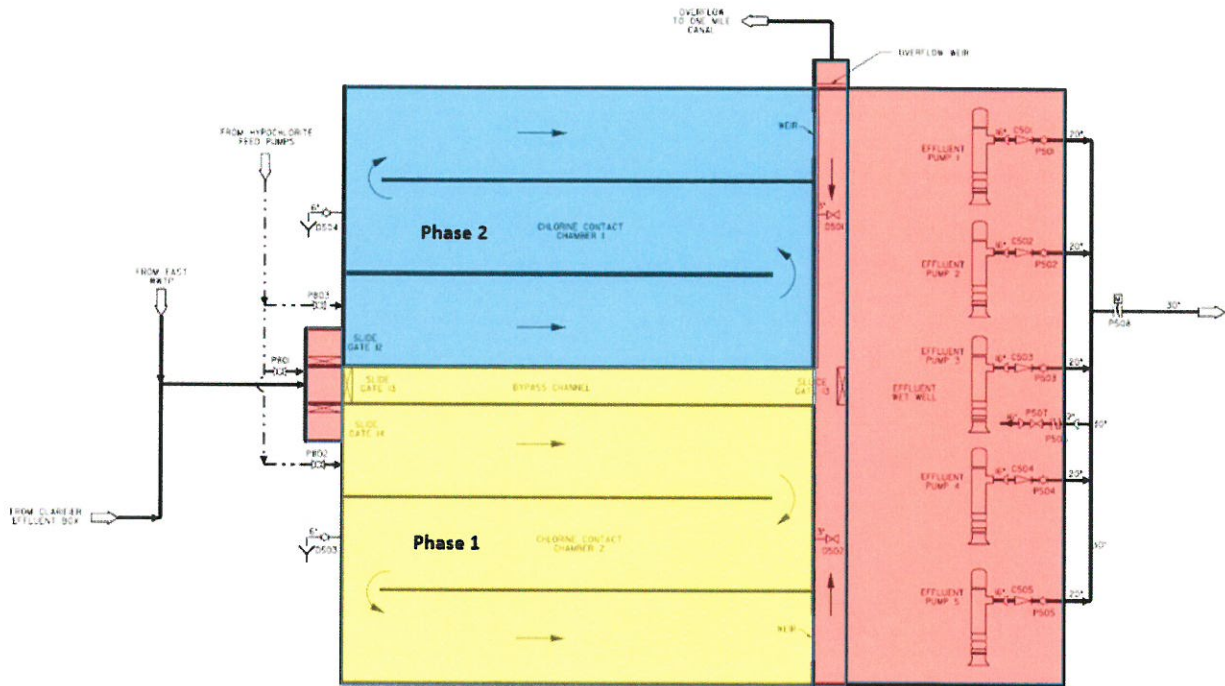
**Phase 1 – Bypass Channel and South Chlorine Contact Chamber**

**Phase 2 – North Chlorine Contact Chamber**

**Phase 1 shall be completed and put back into service prior to beginning Phase 2.**

2. All areas shaded in red shall not be disturbed.
3. While performing work in a specific phase, the other segments of the chlorine contact chamber will be in operation.
4. In the event that there is an excessive rain event, there may be a delay between phases due to the excess flow that will be brought into the system; the next phase of construction will begin after the system has balanced itself.





(See Attachment B for an enlarged Phasing Schedule Diagram)

## PREPARATION OF MATERIALS

Mechanical mixers, capable of thoroughly mixing the pigment and vehicle together, shall mix the paint prior to use where required by manufacturer's instructions; thorough hand mixing will be allowed for small amounts up to one gallon. Pressure pots shall be equipped with mechanical mixers to keep the pigment in suspension, when required by manufacturer's instructions. Otherwise, intermittent hand mixing shall be done to assure that no separation occurs. All mixing shall be done in accordance with SSPC Vol. 1, Chapter 4, "Practical Aspects, Use and Application of Paints" and/or with manufacturer's recommendations.

Catalysts or thinners shall be as recommended by the manufacturer and shall be added or discarded strictly in accordance with the manufacturer's instruction.

## APPLICATION

Paint shall be applied only on thoroughly dry surfaces and during periods of favorable weather, unless otherwise allowed by the paint manufacturer. Except as provided below, painting shall not be permitted when the atmospheric temperature is below 50° F, or when freshly painted surfaces may be damaged by rain, fog, dust, or condensation, and/or when it can be anticipated that these conditions will prevail during the drying period.

1. No coatings should be applied unless surface temperature is a minimum of 5° above of the dew point; temperature must be maintained during curing.
2. No coatings shall be applied unless the relative humidity is below 85%.
3. Suitable enclosures to permit painting during inclement weather may be used if provisions are made to control atmospheric conditions artificially inside the enclosure, within limits suitable for painting throughout the painting operations.
4. Field Painting in the immediate vicinity of, or on, energized electrical and rotating equipment, and equipment and/or pipes in service shall not be performed without the approval of the City.
5. Extreme care shall be exercised in the painting of all operable equipment, such as valves, electric motors, etc., so that the proper functioning of the equipment will not be affected.
6. The Contractor's scaffolding shall be erected, maintained, and dismantled without damage to structures, machinery, equipment or pipe. Drop cloths shall be used where required to protect buildings and equipment. All surfaces required to be clear for visual observations shall be cleaned immediately after paint application.
- ~~7. The prime coat shall be applied immediately following surface preparation and in no case later than the same working day. All paint shall be applied by brushing, paint mitt and roller, conventional spraying, or airless spraying, using equipment approved by the paint manufacturer.~~
8. Each coat of paint shall be recoated as per manufacturer's instructions. Paint shall be considered recoatable when an additional coat can be applied without any detrimental film irregularities such as lifting or loss of adhesion.
9. Finish colors shall be factory mixed (i.e., there shall be no tinting by the Contractor, unless authorized by the City).
- ~~10. All edges and weld seams in immersion service shall receive a "stripe coat" (applied by brush) prior to application of the full 1st coat.~~





Refer to attached product application bulletin for detailed surface preparation information.

4. All blast materials shall be fully contained.
5. Surface preparations must be in accordance with coating manufacturer's specifications.
6. Remove all contaminants in accordance with SSPC-SP13 on all concrete surfaces to be painted. Remove all poorly adhered existing coatings and prepare surfaces to meet an ICRI CSP6 Condition.
7. Algaecide shall be used to remove all biological growth prior to initial coating application.
8. Make necessary concrete repairs (rock pockets) to provide a smooth, even finish.
9. The surface shall be cleaned as specified for the paint system being used. All cleaning shall be as outlined in the Society of Protective Coatings' Surface Preparation Specification, unless otherwise noted. If surfaces are subject to contamination, other than mill scale or normal atmospheric rusting, the surfaces shall be pressure washed, and acid or caustic pH residues neutralized, in addition to the specified surface preparation.
10. Recommendations shall be followed. Any questions relative to compatibility of products shall be brought to the City's attention; otherwise, Contractor assumes full responsibility.

#### **INSPECTION OF SURFACES**

1. Before application of the prime coat and each succeeding coat, all surfaces to be coated shall be subject to inspection by the City and paint manufacturer's representative. Any defects or deficiencies shall be corrected by the Contractor before application of any subsequent coating.
2. Samples of surface preparation and of painting systems shall be furnished by the Contractor to be used as a standard throughout the job, unless omitted by the City.
3. When any appreciable time has elapsed between coatings, previously coated areas shall be carefully inspected by the City, and where, in his opinion, surfaces are damaged or contaminated, they shall be cleaned and recoated at the Contractor's expense. Recoating times of manufacturer's printed instructions shall be adhered to.
4. Coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" "Positest" Coating Thickness Gauge (or equal) for ferrous metal or an OG232 "Tooke" Paint Inspection gauge (or equal) for non-ferrous and cementitious surfaces. Please note that use of the "tooke" gauge is classified as a destructive test.
5. A final inspection shall be performed by City and paint manufacturer's representative to obtain project certification.

**SCHEDULE OF BID PRICES – BID NO. 2017-019**

**TO: CITY COMMISSION**

**CITY OF MARGATE**

**(Please fill in all blanks and return with your proposal.)**

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

\*\*\*\*\*

Description	Unit	Cost with specified Tnemec products	Cost with City approved equivalent products
Total cost to furnish labor, licenses, material, equipment, tools, permits and insurance necessary to complete the Wastewater Treatment Plant Chlorine Contact Chamber Rehabilitation project.	Lump Sum		

**NOTE: Bidders shall submit pricing for one or both options shown above**

**TOTAL FOR ALL ITEMS**

\_\_\_\_\_

**10% CONTINGENCY\***

(\*REPRESENTS POSSIBLE COSTS FOR UNFORSEEN WORK, IF APPROVED BY CITY)

\_\_\_\_\_

**GRAND TOTAL FOR ALL ITEMS**

\_\_\_\_\_

\*\*\*\*\*

**ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.**

**MATERIAL SAFETY DATA SHEETS ENCLOSED? YES \_\_\_\_\_ NO \_\_\_\_\_**

**SPECIFICATION SHEETS/BROCHURES? YES \_\_\_\_\_ NO \_\_\_\_\_**

**HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.**

**WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE**

**VISA CREDIT CARD? PLEASE CHECK ONE YES \_\_\_\_\_ NO \_\_\_\_\_**



# ATTACHMENT B – ENLARGED PHASING SCHEDULE DIAGRAM

