



**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416

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## Invitation to Bid

Project Name: Secondary Containment Coating at the North  
County RO Facility  
Bid #: 2019059  
Bid Bond Required: 5% if bid over \$25,000  
Public Construction Bond Required: Yes, if total award is over \$100,000

Bid Opening Date: **May 16, 2019**  
Bid Opening Time: **2:00 P.M.**

**All bids must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will be returned unopened.**

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND (1) COPY OF YOUR BID.

**Refer All Questions to:**

Diane Lystlund, Buyer

Email: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## ADVERTISEMENT FOR BID

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Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

**Bid # 2019059**  
**Secondary Containment Coating at the North County RO Facility**

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>.

Deadline for receipt of bids has been set for **2:00 P.M. on May 16, 2019**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The facility, located at 7751 58<sup>th</sup> Ave., will be accessible for viewing on Tuesday, April 30, 2019, from 9-12.

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over \$25,000.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

**PURCHASING MANAGER**  
**INDIAN RIVER COUNTY**

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**Publish: For Publication in the Indian River Press Journal**

**Date: Monday, April 22, 2019**

**Please furnish Tear Sheet, Affidavit of Publication, and Invoice to:**

Indian River County  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

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## Statement of No Bid

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Should you elect not to bid, please complete and send this page by email ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:

- Project is located too far from our base of operations
- Project value too low
- Project specifications unclear (please explain below)
- Material availability may be a challenge
- Our current schedule will not allow us to perform
- Unable to meet insurance requirements
- Other:
- Other:

General comments regarding the bid and/or plans and specifications:

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## Bidder Information Form

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Please return one copy of this form with your bid to assist us in learning more about where our solicitation opportunities are most often found.

Please tell us how you found out this solicitation was released/available:

- Indian River Press Journal (TCPalm)
- Demandstar/Onvia
- Email from Purchasing Division
- Indian River County Web Site
- Planroom (Please provide the name): \_\_\_\_\_
- Other (please describe): \_\_\_\_\_

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## Instructions to Bidders

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### General Terms and Conditions

**Cone of Silence.** Potential bidders/respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

**Sealed Bids and Envelope Markings:** All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

**Opening Location:** It will be the sole responsibility of the Bidder to deliver personally or by mail or other delivery service, their proposal to the office of the Indian River County Purchasing Division. Bids should be delivered to 1800 27<sup>th</sup> Street, Vero Beach, FL 32960, on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be considered.

**Bid Submission:** All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by Indian River County. **Bids not submitted on the attached form(s) shall be rejected.** Submittal of one marked original bid and one copy is required otherwise instructed.

**Bid Security and Public Construction Bond:** Bid security must accompany each Bid over \$25,000, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security for bids over \$25,000 must be in the sum of not less than five percent (5%) of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter into a Contract with the County and furnish the required 100% Public Construction Bond/Payment and Performance Bonds and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction/Payment or Performance Bond will be required. Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

**Withdrawal of Bids:** A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 24 hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

**Delivery Requirements:** Delivery is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the

Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller's risk and expense.

**Price and Discount Requirements:** Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

**Direct Purchase:** Indian River County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner's Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

**Taxes:** Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the County.

**Delivery and Completion Dates:** Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

**Irrevocable Offer:** Bidder warrants by virtue of bidding that the prices quoted in this bid will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by Indian River County.

**Assignment/Delegation:** No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

**Consideration of Bids:** Verbal, emailed or faxed bids will not be considered.

**Affirmative Steps:** [required for all federal contracts] CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Indemnification:** The successful Bidder shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable

attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor (or vendor), or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

**Public Access:** The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

**Records/Audit:** The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

**Acceptance:** Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

**Permits, Impact and Inspection Fees.** In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. All permit, impact, or inspection fees payable to Indian River County in connection with the work on this County project will be paid by Indian River County, with the exception of re-inspection fees. The Bidder shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to **Indian River County** in the bid.

**Descriptive Information:** Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

**Variations to Specifications:** For purposes of evaluation, *Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Invitation to Bid.* Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the County, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the County reserves the right to consider or not to consider substitute bids. Substitutes shall be subject to disqualification if the County does not approve the substitution.

**Interpretations:** No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall

be the responsibility of each bidder, prior to submitting their bid, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their bid.

**Default Provision:** In case of default by the Bidder, Indian River County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

**Manufacturer's Certification:** Indian River County reserves the right to request from the Bidder a separate manufacturer's certification of all statements made in the proposal.

**Signed Bid Considered an Offer:** This signed bid shall be considered an offer on the part of the Bidder. Indian River County Board of County Commissioners shall deem the offer accepted upon approval.

**Non-Collusion:** By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that 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 (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



**Scrutinized Companies Lists:** The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

**Non-Discrimination:** Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

**Local Preference:** Indian River County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

**Energy Policy and Conservation Act** – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Regulations:** It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

**Applicable Law and Venue:** The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

**Conflict of Interest:** Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

**Cancellation:** It is the intention of Indian River County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

**Errors:** When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

**Bid Rejection:** Failure to comply with all the above instructions *may* result in rejection of the bid.

**Bid Protest:** Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

**Co-Operative Purchasing:** It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, Indian River County assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. *(Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.)*

**Supplemental Information:** The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

**Awards:** The County reserves the right to cancel the bid, reject any and all bids or waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

**Termination by the County:** The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

**Compliance with Laws and Regulations:** Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

**Public Record Law:** Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

**Licensure:** Bidder must possess an Indian River County Competency Card for Painting valid at the date for receipt of bids and be registered with the Indian River County Building Division.

**Insurance:**

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the Contractor’s insurance.
- **Worker’s Compensation Insurance:** The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance on this insurance with respect to all claims arising out of the operations or work to be performed.

<p>Commercial General (Public) Liability, other than Automobile</p> <p>\$1,000,000.00 Combined single limit for Bodily Injury and Property Damage</p>	<p><b>Commercial General</b></p> <p>A. <b>Premises / Operations</b></p> <p>B. <b>Independent Contractors</b></p> <p>C. <b>Products / Completed Operations</b></p> <p>D. <b>Personal Injury</b></p> <p>E. <b>Contractual Liability</b></p> <p>F. <b>Explosion, Collapse, and Underground Property Damage</b></p>
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Automobile	A. <b>Owner Leased Automobiles</b>
\$1,000,000.00 Combined single limit	B. <b>Non-Owned Automobiles</b>
Bodily Injury and Damage Liability	C. <b>Hired Automobiles</b>
	D. <b>Owned Automobiles</b>

- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Indian River County reserves the right to accept or reject any or all bids in whole or in part and waive all any technicality or irregularity.

***Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.***

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End of General Terms and Conditions

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## Technical Specifications

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### Overview

This project entails the application of coatings to protect the concrete in the two secondary containment areas at the North County RO facility located at 7751 58<sup>th</sup> Ave., Vero Beach, Florida. These containment areas are impacted by and require protection from the spillage of > 90% Sulfuric Acid, <50% sodium hydroxide. Specifications are provided as Appendix A to complete this work with Tnemec products, but equivalent products may be proposed. Specifications and warranty documentation must be provided with bids for alternate coatings.

Bidders are responsible for visiting the site to determine the total surface area to be covered and the number of gallons of paint required to produce the required film thickness, based upon the means of application and their proposed manufacturer's recommendations. The facility will be accessible for viewing by potential bidders on Tuesday, April 30, 2019 from 9-12. No questions regarding the scope of work or this bid may be asked. All questions are to be submitted as detailed in the Instructions to Bidders, with responses provided to all bidders in writing.

### Scope

The two containment areas are approximately:

Type	Length	Width	Depth
Acid Containment	45 feet	20 feet	3 feet
Caustic Containment	35 feet	25 feet	4.5 feet

**The following general preparation is required for the two chemical containment areas:** Remove all grease, oil, dirt, dust, mold, mildew and other soluble contaminants before proceeding with high pressure water cleaning (minimum 3500 psi, 3 to 5 gallons per minute, potable water) or steam cleaning. Check the pH and neutralize the floor if necessary.

#### ACID CONTAINMENT AND CAUSTIC CONTAINMENT AREAS

The areas include concrete floor; parapet wall, top ledge, bases, foundations and support wall to parapet wall height.

#### Preparation:

After cleaning and neutralizing the existing floor, parapet wall and support wall coating, abrasive blast per SSPC SP7 to remove any loose and contaminated coating. Previously coated floors, walls and support should be thoroughly and uniformly abraded.

Remove all spoiled, damaged, soft, contaminated concrete to concrete consistent with the original specified density, that is well adhered. All surfaces must be clean and dry prior to the application of any coatings. Surface or prime as soon as possible to avoid contamination of the surface. Repair any damaged areas per manufacturer's specifications to bring back to level. Bring the floor and walls up to level before applying any coating.

#### Coating:

Apply all recommended coats (prime, intermediate, finish, etc.) per manufacturer's specifications.

#### IMPLEMENT SAFETY AND OCCUPATIONAL HEALTH PRACTICES

Contractor is responsible for ensuring that all applicable OSHA required safety and occupational health practices are followed at all times, including but not limited to the preventative measures listed below:

- A. Contractor to inform all workers of the hazards associated with working near or around confined spaces.

- B. All required safety precautions outlined in “a guide to safety in confined spaces” published by NIOSH shall be followed at all times when working in a confined space. A confined space is defined as “A” space which has limited or restricted means for entry or exit, and it is not designed for continuous employee occupancy. Confined spaces include, but are not limited to underground vaults, tanks, storage bins, manholes, pits, silos, process vessels, and pipelines.”
- C. Contractor to ensure that product specific safety precautions are followed in accordance with the applicable MSDS sheet(s) and the manufacturer's specifications.

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End of Technical Specifications

**Indian River County Purchasing Division**

1800 27<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone (772) 226-1416



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**Bid Form**

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**Secondary Containment Coating at North County RO Facility**

Bid #: 2019059  
Bid Opening Date and Time: May 16, 2019 2:00 P.M.  
Bid Opening Location: Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

1. Firm's years of experience with similar projects: \_\_\_\_\_

2. Past performance references with similar scope:

Project Name	Contact Name	Contact Email	Project Scope
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Indian River County Competency Card for Painting Number: \_\_\_\_\_

4. The following addenda have been received and are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____

5. Proposed Coating Manufacturer: \_\_\_\_\_

Attach specifications and warranty documentation for all products proposed, if other than Tnemec.

6. Provide product name/code (enter N/A if not required by manufacturer's specifications) \_\_\_\_\_  
\_\_\_\_\_

7. Warranty period provided for work: \_\_\_\_\_

**8. Bid Pricing**

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following not to exceed price:

Surface	Lump Sum Price
Acid Area	\$
Caustic Area	\$
<b>Total Bid Price</b>	<b>\$</b>

---

**Total Bid Price in Words**

**Project completion time after receipt of "Notice to Proceed" or PO:** \_\_\_\_\_ DAYS

**The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.**

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

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

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Business Tax Receipt Number: \_\_\_\_\_ FEIN Number: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

(Type / Printed)



---

## DRUG-FREE WORKPLACE CERTIFICATION

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(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

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 the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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

\_\_\_\_\_  
Bidder's Signature

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

---

## Affidavit of Compliance

---

**(Please include this form with your bid. Failure to include will be interpreted as indication you take no exceptions.)**

Indian River County Bid # 2019059 for Secondary Containment Coating at North County RO Facility

We DO NOT take exception to the Bid / Specifications.

We TAKE exception to the Bid / Specifications as follows: \_\_\_\_\_

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

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

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

(Typed / Printed)

**SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2019059  
for Secondary Containment Coating at North County RO Facility

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

---

**CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH  
SCRUTINIZED COMPANIES**

---

(This form **MUST** be submitted with your bid)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

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

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

---

**CERTIFICATION REGARDING LOBBYING**

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Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

---

## Sample Agreement

---

**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER)

and \_\_\_\_\_  
(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Secondary Containment Coating at North County RO Facility

### **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	Secondary Containment Coating at North County RO Facility
Bid Number:	2019059
Project Address:	7751 58 <sup>th</sup> Ave., Vero Beach, FL 32967

### **ARTICLE 3 - CONTRACT TIMES**

#### **3.01 *Time of the Essence***

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

#### **3.02 *Days to Achieve Substantial Completion, Final Completion and Final Payment***

- A. The Work will be completed and ready for final payment on or before the 14th day after the date when the Contract Times commence to run.

#### **3.03 *Liquidated Damages***

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in writing as a change order to this Agreement. Liquidated damages will commence for this portion of work. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$964.00 for each calendar day that expires after the

time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**ARTICLE 4 - CONTRACT PRICE**

4.01 OWNER shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:

- A. For all Work, at the prices stated in CONTRACTOR’s Bid, attached hereto as an exhibit.
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ \_\_\_\_\_

Written Amount: \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 Method of Payment

Owner shall make only one payment for the entire amount of the contract when the work has been completed. Upon a determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.02 Acceptance of Final Payment as Release

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

**ARTICLE 6 - INDEMNIFICATION**

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, 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 the Work.



**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

- A. The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to \_\_, inclusive);
- (2) Notice to Proceed
- (3) Public Construction Bond (pages \_\_ to \_\_, inclusive);
- (4) Certificate of Liability Insurance
- (5) Invitation to Bid 2019059
- (6) Addenda (numbers \_\_ to \_\_, inclusive);
- (7) CONTRACTOR'S Bid Form (pages \_\_ to \_\_, inclusive);
- (8) Bid Bond (pages \_\_ inclusive);
- (9) Bidders Questionnaire (pages \_\_ to \_\_, inclusive);
- (10) Drug Free Workplace Form (pages \_\_ to \_\_, inclusive)
- (11) Affidavit of Compliance (page \_\_);
- (12) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages \_\_ to \_\_, inclusive);
- (13) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (14) Certification Regarding Lobbying
- (15) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments;
  - b) Work Change Directives;
  - c) Change Order(s).

**ARTICLE 9 - MISCELLANEOUS**

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**Article 10: TERMINATION OF CONTRACT** *(Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

*All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.)*

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

- (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
  - (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
  - (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
  - (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
  - (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
  - (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of respondent as defined

above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**OWNER:**

**CONTRACTOR:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Bob Solari, Chairman

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. \_\_\_\_\_  
(Where applicable)

Attest: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Agent for service of process: \_\_\_\_\_

Designated Representative:

Name:

Title:

Address:

Phone

Email

Designated Representative:

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

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

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

Phone: \_\_\_\_\_

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

(If CONTRACTOR is a corporation or a partnership,  
attach evidence of authority to sign.)

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## **PUBLIC CONSTRUCTION BOND**

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### INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

The front or cover page to the required public construction/payment and performance bond shall contain the information required by Fla. Stat. 255.05(1)(a), and be substantially in the format shown on the first page following this instruction.

The Public Construction Bond shall be in the form suggested by Fla. Stat. 255.05(3) as shown on the second page following this instruction.

A Power of Attorney from a surety insurer authorized to do business in Florida, authorizing the signature of the Attorney in Fact who executes the Public Construction Bond shall accompany that Bond.



Secondary Containment Coating at the North County RO Facility.doc  
**Public Work**  
**F.S. Chapter 255.05 (1)(a)**  
**Cover Page**

**THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.**

**BOND NO:** \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_

**CONTRACTOR ADDRESS:** \_\_\_\_\_

**CONTRACTOR PHONE NO:** \_\_\_\_\_

**SURETY COMPANY NAME:** \_\_\_\_\_

**SURETY PRINCIPAL  
BUSINESS ADDRESS:** \_\_\_\_\_

**SURETY PHONE NO:** \_\_\_\_\_

**OWNER NAME:** \_\_\_\_\_

**OWNER ADDRESS:** \_\_\_\_\_

**OWNER PHONE NO:** \_\_\_\_\_

**OBLIGEE NAME:** \_\_\_\_\_  
(If contracting entity is different from  
the owner, the contracting public entity)

**OBLIGEE ADDRESS:** \_\_\_\_\_

**OBLIGEE PHONE NO:** \_\_\_\_\_

**BOND AMOUNT:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_  
(If applicable)

**DESCRIPTION OF WORK:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**LEGAL DESCRIPTION:** \_\_\_\_\_  
(If applicable)

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

PUBLIC CONSTRUCTION BOND

Bond No. \_\_\_\_\_  
(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, \_\_\_\_\_ a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_,

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(As Attorney in Fact)

\_\_\_\_\_  
(Name of Surety)

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## **Appendix A – Tnemec Specifications**

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# ENDURA-SHIELD® SERIES 73

## PRODUCT PROFILE

<b>GENERIC DESCRIPTION</b>	Aliphatic Acrylic Polyurethane
<b>COMMON USAGE</b>	A coating highly resistant to abrasion, wet conditions, corrosive fumes, chemical contact and exterior weathering. High build quality combines with project specific primers for two-coat, labor saving systems. NOT FOR IMMERSION SERVICE.
<b>COLORS</b>	Refer to Tnemec Color Guide. <b>Note:</b> Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family (blue, gray, etc.), but noticeably different.
<b>FINISH</b>	Semi-gloss
<b>SPECIAL QUALIFICATIONS</b>	Series 73 meets the accelerated weathering requirements of SSPC Paint Standard 36.
<b>PERFORMANCE CRITERIA</b>	Extensive test data available. Contact your Tnemec representative for specific test results.

## COATING SYSTEM

<b>PRIMERS</b>	<p><b>Steel:</b> Series 1, 20, FC20, 27, 37H, 66, L69, L69F, N69, N69F, V69, V69F, 90-97, H90-97, 90G-1K97, 91-H<sub>2</sub>O, H91-H<sub>2</sub>O, 94-H<sub>2</sub>O, 135, L140, L140F, N140, N140F, V140, V140F, 141, 161, 394, 530</p> <p><b>Galvanized Steel &amp; Non-Ferrous Metal:</b> Series 66, L69, L69F, N69, N69F, V69, V69F, 161</p> <p><b>Concrete:</b> Series 66, L69, L69F, N69, N69F, V69, V69F, 141, 161, 1254</p> <p><b>CMU:</b> Series 1254</p> <p><b>Note:</b> Series L69, N69, V69, 135, L140, N140, V140 or 530 exterior exposed more than 60 days, or Series L69F, N69F, V69F, L140F, N140F or V140F exterior exposed more than 30 days, or Series 141 exterior exposed more than 14 days must first be scarified or reprimed with themselves. Brush blasting with fine abrasive is the preferred method of scarification. Recoat windows for other primers may apply. See those data sheets for additional information.</p>
<b>TOPCOATS</b>	Series 700, 701, 740, 750, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1077, 1078

## SURFACE PREPARATION

<b>ALL SURFACES</b>	Must be clean, dry and free of oil, grease and other contaminants. See primer product data sheet for surface preparation recommendation.
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## TECHNICAL DATA

<b>VOLUME SOLIDS</b>	58.0 ± 2.0% (mixed) †
<b>RECOMMENDED DFT</b>	2.0 to 5.0 mils (50 to 125 microns) per coat. <b>Note:</b> Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

CURING TIME	Temperature	To Touch	To Handle	To Recoat
	75°F (24°C)	1 hour	5-8 hours	12 hours

Curing time varies with surface temperature, air movement, humidity and film thickness. **Note:** For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet.

VOLATILE ORGANIC COMPOUNDS	Unthinned	Thinned 10% (Max) (No. 39 Thinner)	Thinned 10% (Max) (No. 42 Thinner)	Thinned 10% (Max) (No. 48 Thinner)	Thinned 10% (Max) (No. 56 Thinner)	Thinned 10% (Max) (No. 63 Thinner)
	2.70 lbs/gallon (324 grams/litre)	3.05 lbs/gallon (366 grams/litre)	3.10 lbs/gallon (371 grams/litre)	3.15 lbs/gallon (378 grams/litre)	2.76 lbs/gallon (331 grams/litre)	3.07 lbs/gallon (368 grams/litre)

HAPS	Unthinned	Thinned 10% (Max) (No. 39 Thinner)	Thinned 10% (Max) (No. 42 Thinner)	Thinned 10% (Max) (No. 48 Thinner)	Thinned 10% (Max) (No. 56 Thinner)	Thinned 10% (Max) (No. 63 Thinner)
	0.27 lbs/gal solids	0.27 lbs/gal solids	0.27 lbs/gal solids	0.27 lbs/gal solids	0.27 lbs/gal solids	0.32 lbs/gal solids

**THEORETICAL COVERAGE** 930 mil sq ft/gal (22.8 m<sup>2</sup>/L at 25 microns). †

**NUMBER OF COMPONENTS** Two: Part A and Part B

**MIXING RATIO** By volume: Four (Part A) to one (Part B)

PACKAGING	PART A	PART B	When Mixed
5 Gallon Kit	5 gallon pail (partial fill)	1 gallon can	5 gallons (18.9L)
1 Gallon Kit	1 gallon pail (partial fill)	1 quart can (partial fill)	1 gallon (3.79L)

**NET WEIGHT PER GALLON** 12.13 ± 0.25 lbs (5.50 ± .11 kg) †

**STORAGE TEMPERATURE** Minimum 20°F (-7°C) Maximum 110°F (43°C)

**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

**SHELF LIFE** Part A: 24 months at recommended storage temperature. Part B: 12 months at recommended storage temperature.

**FLASH POINT - SETA** Part A: 55°F (13°C) Part B: 112°F (43°C)

**HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. **Keep out of the reach of children.**

# ENDURA-SHIELD® | SERIES 73

**APPLICATION**

**COVERAGE RATES**

**Conventional Build (Spray, Brush or Roller)**

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	2.5 (65)	4.5 (115)	372 (34.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	3.0 (75)	5.0 (155)	310 (28.8)

**High-Build (Spray Only)**

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Suggested	4.0 (100)	7.0 (180)	233 (21.6)
Minimum	3.0 (75)	5.0 (125)	310 (28.8)
Maximum	5.0 (125)	8.5 (215)	186 (17.3)

(1) Can be spray applied at 3.0 to 5.0 mils (75 to 125 microns) DFT per coat when extra protection or the elimination of a coat is desired.

(2) Can be sprayed, brushed or rolled at 2.0 to 3.0 mils (50 to 75 microns) DFT per coat for use in systems requiring a conventional build topcoat.

Allow for overspray and surface irregularities. Wet film thickness is rounded to the nearest 0.5 mil or 5 microns.

Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

**MIXING**

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. When used with 44-710 Urethane Accelerator, first blend 44-710 into Part A under agitation; continue as above. Do not use mixed material beyond pot life limits. **Caution: Part B is moisture-sensitive and will react with atmospheric moisture. Keep unused material tightly closed at all times.**

**THINNING**

For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon by volume with No. 42 Thinner if temperatures are below 80°F (27°C), use No. 48 Thinner for temperatures above 80°F (27°C). Thin up to 5% or 1/4 pint (190 mL) per gallon for airless spray. For brush or roller, thin 5% to 10% or 1/4 to 3/4 pint (190 to 380 mL) per gallon with No. 39 or No. 63 Thinner. Thinning is required for proper brush or roller application. **Note:** A maximum of 10% of No. 56 Thinner may be used to comply with VOC regulations. **Caution: Do not add thinner if more than thirty (30) minutes have elapsed after mixing.**

**POT LIFE**

8 hours at 40°F (4°C)    4 hours at 77°F (25°C)    2 hours at 100°F (38°C)

**APPLICATION EQUIPMENT**

**Air Spray**

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss JGA	E	765 or 704	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-90 psi (5.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

**Airless Spray**

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.013"-0.017" (330-430 microns)	2700-3300 psi (186-228 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

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

**Roller:** Use 1/4" to 3/8" (6.4 mm to 9.5 mm) synthetic woven nap roller cover. Do not use long nap roller covers. **Note:** Two coats are required to obtain dry film thickness above 3.0 mils (75 microns).

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

**SURFACE TEMPERATURE**

Minimum 35°F (2°C)    Maximum 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

Cure time necessary to resist direct contact with moisture at surface temperature:

40°F (4°C): 24 to 40 hours    50°F (10°C): 18 to 26 hours    60°F (16°C): 12 to 16 hours

70°F (21°C): 4 to 8 hours    90°F (32°C): 2 to 4 hours    100°F (38°C): 2 to 3 hours

If the coating is exposed to moisture before the preceding cure parameters are met, dull, flat or spotty appearing areas may develop. Actual times will vary with air movement, film thickness and humidity.

**CLEANUP**

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

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.



T N E M E C

# EPOXOPRIME® SERIES 201

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Modified Polyamine Epoxy

**COMMON USAGE** High-solids moisture tolerant epoxy used for priming concrete, wood and drywall. Also as a stand-alone one-coat clear floor sealer.

**COLORS** Clear. Can be field-tinted (Series 820 Field Tint) in 16 StrataShield colors and certain custom colors. **Note:** Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.

## COATING SYSTEM

**SURFACER/FILLER/PATCHER** Series 130, 215, 217, 218  
**Note:** A repair kit of 201, with Part C fumed silica, is available for small patching/surfacing repairs. For more extensive repairs and additional information, contact your Tnemec representative or Tnemec Technical Services.

**TOPCOATS** Series 201, 206, 206SC, 210, 222, 223, 224, 237, 237SC, 238, 239, 239SC, 270, 273, 280, 281, 282, 434, 435, 436.  
**Note:** Refer to the applicable topcoat data sheet for color availability and additional information.

## SURFACE PREPARATION

**HORIZONTAL CONCRETE** Prepare surfaces by method suitable for exposure and service.  
 Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness and prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.") **Note:** For moisture content up to 10 lbs per 1,000 sq ft or relative humidity up to 90%, Series 241 may be substituted for the primer. Refer to the Series 241 product data sheet for more information.

**VERTICAL CONCRETE** Abrasive blast, shot-blast or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 3 or greater surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

**CMU** Allow new concrete to cure 28 days. Abrasive blast or mechanically abrade concrete to remove laitance, form release agents, curing compounds, hardeners, sealers and other contaminants and to provide surface profile (Reference SSPC-SP13).

**DRYWALL** Allow new mortar to cure 28 days. Surfaces must be clean, dry, sound and free of all contaminants. Level all protrusions and mortar spatter.

**WOOD** Sand joint compound smooth and feather edge.

**PAINTED SURFACES** Sand rough areas. Seal knots and pitch pockets. Fill cracks and nail holes before primer is topcoated.

**ALL SURFACES** Contact your Tnemec representative.

Must be clean, relatively dry and free of oil, grease, curing compounds/sealers, hardeners and other contaminants. Application will tolerate residual dampness from surface preparation process but not puddled water, glistening concrete or inherently wet concrete.

## TECHNICAL DATA

**VOLUME SOLIDS** 100% (mixed)

**RECOMMENDED DFT** **Concrete:** **Horizontal:** 6.0 to 12.0 mils (150 to 305 microns) per coat. **Vertical** - 4.0 to 6.0 mils (100 to 150 microns) per coat.  
**Drywall & Wood:** 4.0 to 6.0 mils (100 to 150 microns) per coat—two coats applied at 30 to 45 minute intervals.

**CURING TIME**

Temperature	Maximum Recoat Time	To Place in Service
75°F (24°C)	24 hours	24 hours

Curing time varies with surface temperature, air movement, humidity and film thickness.  
**Ventilation:** When spray-applied, provide adequate ventilation during application and cure. Reference ventilation guidelines contained in the latest edition of AWWA D 102. **Note:** If Series 201 is used as the primer for a mortar system, the mortar application should take place while the Series 201 is still tacky, typically up to four hours, otherwise, aggregate should be lightly broadcast into the primer so to provide tooth to hold the mortar in place when spread. When the Series 201 is used as a vertical or horizontal primer for a thin film system, the 201 should be allowed to dry hard without exceeding the 24 hour recoat window. If Series 201 is used as the primer for the Series 270 Stranlok system, the Series 201 should be allowed to tack up for approximately one to four hours depending upon temperature but not allowed to dry hard.

**VOLATILE ORGANIC COMPOUNDS** **Unthinned:** 0.24 lbs/gallon (28 grams/litre)  
**Thinned 5% (No. 2 Thinner):** 0.57 lbs/gallon (68 grams/litre)  
**Thinned 5% (No. 42 Thinner):** 0.55 lbs/gallon (65 grams/litre)

**HAPS** **Unthinned:** 0.0 lbs/gal solids  
**Thinned 5% (No. 2 Thinner):** 0.37 lbs/gal solids  
**Thinned 5% (No. 42 Thinner):** 0.0 lbs/gal solids

**THEORETICAL COVERAGE** 1,604 mil sq ft/gal (39.4 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates.

**NUMBER OF COMPONENTS** Two: Part A and Part B (2 Parts A to 1 Part B by volume)

# EPOXOPRIME® | SERIES 201

<b>PACKAGING</b>		<b>PART A</b>	<b>PART B</b>	<b>Yield (mixed)</b>
	Extra Large Kit	2-55 gallon drums	1-55 gallon drum	165 gallons
	Large Kit	2-5 gallon pails	1-5 gallon pail	15 gallons
	Small Kit	2-1 gallon cans	1-1 gallon can	3 gallons

**NET WEIGHT PER GALLON** 9.50 ± 0.25 lbs (4.31 ± .11 kg) (mixed)

**STORAGE TEMPERATURE** Minimum 40°F (4°C) Maximum 90°F (32°C)  
**Note:** Material should be stored at temperatures between 70°F and 90°F (21°C and 32°C) for at least 48 hours prior to use.

**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

**SHELF LIFE** 12 months at recommended storage temperature.

**FLASH POINT - SETA** N/A

**HEALTH & SAFETY** This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

## APPLICATION

**COVERAGE RATES** Before commencing, obtain and thoroughly read the StrataShield Installation and Application Guide for floors.

	<b>Dry Mils (Microns)</b>	<b>Wet Mils (Microns)</b>	<b>Sq Ft/Gal (m<sup>2</sup>/Gal)</b>
Horizontal	6.0-12.0 (150-305)	6.0-12.0 (150-305)	134-267 (12.2-24.8)
Vertical	4.0-6.0 (100-150)	4.0-6.0 (100-150)	267-401 (24.8-37.3)

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

**MIXING** Use a variable speed drill with a PS Jiffy blade. Slowly mix 2 parts A component, and while under agitation add 1 part B component and mix for a minimum of two minutes. Ensure that all Part B is blended with Part A by scraping the pail walls with a flexible spatula.

**Note:** A large volume of material will set up quickly if not applied or reduced in volume.  
**Caution: Do not reseal mixed material. An explosion hazard may be created.**

**THINNING** Normally not required. May thin up to 5% or 1/4 pint (190 mL) to improve application properties. Brush and roll applications use No. 2 Thinner. Spray applications use No. 42 Thinner.

**POT LIFE** 25 to 30 minutes at 75°F (24°C)  
 Material temperatures above 90°F (32°C) will significantly reduce the pot life.

**APPLICATION EQUIPMENT** Brush, roller, squeegee and airless spray.

### Airless Spray

<b>Pump</b>	<b>Tip Orifice</b>	<b>Atomizing Pressure</b>	<b>Mat'l Hose ID</b>	<b>Manifold Filter</b>
Graco "King" 45:1 or 56:1	0.019"-0.033" (485-840 microns)	80-90 psi (5.5-6.2 bar)	3/8" to 1/2" (9.5 to 12.7 mm)	60 mesh

**Roller:** Use high quality 3/8" to 1/2" woven nap, shed resistant, roller cover.

**Brush:** Use high quality synthetic or nylon bristle brush.

**Horizontal:** Squeegee and backroll. Brush small areas only.

**Vertical:** Roll, spray and backroll or airless spray based on substrate conditions. Brush small areas only. **Spraying should be considered as a means to transfer the material to the surface and should be followed by backrolling.**

**SURFACE TEMPERATURE** Minimum of 55°F (13°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 90°F (32°C). The substrate temperature should be at least 5°F (3°C) above the dew point.

**MATERIAL TEMPERATURE** For optimum application, handling and performance the material temperature during application should be between 70°F and 90°F (21°C and 32°C). Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

**CLEANUP** Flush and clean all equipment immediately after use with xylene or MEK.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.



# SURFACING EPOXY SERIES 215

## PRODUCT PROFILE

**GENERIC DESCRIPTION** Modified Polyamine Epoxy

**COMMON USAGE** An advanced generation, 100% solids epoxy filler and surfacer for concrete or steel. Excellent material for surfacing, patching and filling voids and bugholes in concrete substrates. Generally topcoated with a variety of high performance epoxies and polyurethanes for use in mild to aggressive exposures.

**COLORS** 1200 White, 1212 Gray

**FINISH** Semi-Gloss

**SPECIAL QUALIFICATIONS** Certified by **NSF International** in accordance with **NSF/ANSI Std. 61**. Ambient air cured Series 215 is qualified for use on the interior of potable water storage tanks and reservoirs of 200 gallons (757 L) capacity or greater at 80 mils DFT or 95 mils DFT with fiberglass mat (Fiberglass Mat Product No. S211-0215). Return to immersion time is seven days. Contact your Tnemec representative for approved systems and additional information on potential uses.

## COATING SYSTEM

**SURFACER/FILLER/PATCHER** Self-patching or Series 217, 218

**PRIMERS** **Steel:** Self-priming, Series 1, 20, FC20, 22, 27WB, 66, L69, L69F, N69, N69F, V69, V69F, 90-97, H90-97, 90G-1K97, 91-H<sub>2</sub>O, H91-H<sub>2</sub>O, 94-H<sub>2</sub>O, L140, L140F, N140, N140F, V140, V140F, 161, 201, 394  
**Concrete:** Self-priming, Series 20, FC20, 22, 27WB, 66, L69, L69F, N69, N69F, V69, V69F, L140, L140F, N140, N140F, V140, V140F, 161, 201. **Note:** Primers may be necessary on some applications to minimize or eliminate the potential for outgassing. **Note:** For potable water mat lay-up system, use fiberglass mat product number S211-0215.  
**CMU & Cement Board:** Self-priming. Can also be used as a bedding coat for Series 273 Stranlok ML system, use fiberglass mat product number S273-0273C.

**TOPCOATS** Series 20, FC20, 22, FC22, 27WB, 61, 66, L69, L69F, N69, N69F, V69, V69F, 84, 104, 113, 114, 120, L140, L140F, N140, N140F, V140, V140F, 141, 161, 201, 210, 262, 264, 270, 273, 280, 281, 282, 287, 406, 431, 434, 435, 436, 446.  
**Note:** Maximum recoat time for Series 406 is 72 hours.

## SURFACE PREPARATION

**STEEL** **Non-Immersion Service:** SSPC-SP6/NACE 3 Commercial Blast Cleaning with a minimum 3.0 mil angular anchor profile. **Immersion Service:** SSPC-SP10/NACE 2 Near-White Blast Cleaning with a minimum 3.0 mil angular anchor profile.

**CONCRETE** Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness and prepare concrete surfaces in accordance with NACE 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period (reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride"). Relative humidity should not exceed 80% (reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes"). Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 5 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

**CMU** Allow mortar to cure for 14 days. Level protrusions and mortar spatter.

**ALL SURFACES** Must be clean, dry and free of oil, grease, chalk and other contaminants.

## TECHNICAL DATA

**VOLUME SOLIDS** 100% (mixed) †

**RECOMMENDED DFT** **Resurfacer:** 1/32" to 1/8" (0.8 mm to 3.2 mm)  
 Up to 2" with the addition of Series 211 (see Mixing instructions) for filling honeycombs, blow holes and surface imperfections found in formed concrete surfaces. Larger imperfections may require multiple applications. Bedding coat for mat lay up is typically in the 1/16" range.

### CURING TIME

Temperature	To Touch	Dry Through	Maximum to Recoat ‡
95°F (35°C)	4 hours	12 hours	14 days
75°F (24°C)	10 hours	24 hours	21 days
55°F (13°C)	18 hours	48 hours	21 days
45°F (7°C)	24 hours	72 hours	21 days
35°F (2°C)	32 hours	96 hours	21 days

‡ **Note:** If the Series 215 surface is exterior exposed for more than seven days, scarification is required before topcoating. **Note:** Use "To Touch" cure information for minimum recoat times if succeeding topcoats are spray-applied and "Dry Through" if succeeding topcoats are applied by roller, brush, or trowel.

### VOLATILE ORGANIC COMPOUNDS

**Unthinned:** 0.08 lbs/gal solids (10 grams/litre) †

### HAPS

**Unthinned:** 0.0 lbs/gal solids

### THEORETICAL COVERAGE

1,604 mil sq ft/gal (39.4 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates. †

### NUMBER OF COMPONENTS

Two: Part A and Part B (1 Part A to 1 Part B by volume)

### PACKAGING

	PART A	PART B	When Mixed
Large Kit	3 gal. pail (partial fill)	5 gal. pail (partial fill)	4 gallons (15L)
Small Kit	1 gallon can	3 gal. pail (partial fill)	2 gallons (7.5L)
Touch-Up Kit	1 quart can	1 quart can	1/2 gallon (1.89L)



# SURFACING EPOXY | SERIES 215

<b>NET WEIGHT PER GALLON</b>	13.28 ± 0.25 lbs (6.02 ± .11 kg) (mixed) †
<b>STORAGE TEMPERATURE</b>	Minimum 20°F (-6°C) Maximum 110°F (43°C) Prior to application, the material temperature should be between 70°F and 80°F (21°C and 27°C). It is suggested the material be stored at these temperatures at least 48 hours prior to use.
<b>TEMPERATURE RESISTANCE</b>	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)
<b>SHelf LIFE</b>	12 months at recommended storage temperature.
<b>FLASH POINT - SETA</b>	Part A and Part B: N/A
<b>HEALTH &amp; SAFETY</b>	This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. <b>Keep out of the reach of children.</b>

## APPLICATION

### COVERAGE RATES

Thickness	Large Kit	Small Kit
1/32" (31 mils)	207 sq ft (19.2 m <sup>2</sup> )	103 sq ft (9.6 m <sup>2</sup> )
1/16" (62 mils)	103 sq ft (9.6 m <sup>2</sup> )	52 sq ft (4.8 m <sup>2</sup> )
1/8" (125 mils)	51 sq ft (4.8 m <sup>2</sup> )	26 sq ft (2.4 m <sup>2</sup> )
1/2" (500 mils)	13 sq ft (1.2 m <sup>2</sup> )	6 sq ft (0.6 m <sup>2</sup> )

### MIXING

Mix the entire contents of Part A and Part B separately. Scrape all of the Part A material from the pail and into the Part B container by using a flexible spatula. Use a variable speed drill with a PS Jiffy blade and mix the blended components for a minimum of two minutes. Apply the mixed material within the pot life limits after agitation. **Note:** Tnemec Series 211-0211 fumed silica may be added at 0.75:1 by volume per mixed gallon where a thicker consistency is required to achieve the desired application and film build properties. Mix with Part A as directed in Mixing Instructions. Multiple lifts may be required. A large volume of material will gel quickly if not applied or reduced in volume.  
**Caution: Do not reseat mixed material. An explosion hazard may be created.**

### THINNING

Normally not required.

### POT LIFE

45 minutes at 70°F (21°C) 25 minutes at 90°F (32°C)  
Material temperatures above 90°F (32°C) will significantly reduce the pot life.

### APPLICATION EQUIPMENT

Mortar hawk, trowels, broad knives and rubber floats are recommended. Series 215 can also be spray transferred using spray texture gun equipment.

#### Spray Application Equipment

Pump	Fluid Line	Spray Gun	Fluid Tips	Fluid Pressure	Atomizing Pressure	Hopper
WIWA 410 9:1 Ratio	25' 1" Diameter 10' 3/4" Diameter	WIWA Pole Gun	1/4" to 3/8"	180 to 360 psi (Adjust as necessary)	Adjust at gun for proper atomization	6.5 Gallons Stainless Steel
Graco 45:1, 56:1, X50, X60	3/8" to 1/2" I.D.	XTR-7	0.031"-0.041"	3500-4500 psi	N/A	6.5 Gallons Stainless Steel

Cart mounted 9:1 ratio, air operated pump with air filter, regulator and lubricator, air control manifold, fluid outlet drain with drain valve and control air hose assembly. Refer to the operation manual for application instructions. Air requirements 80 CFM at 100 psi. **Atomization air must be dry, the use of an after cooler is recommended.**

### SURFACE TEMPERATURE

Minimum 35°F (2°C), maximum 130°F (54°C). The surface temperature should be at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature. To minimize outgassing, concrete temperature should be stabilized or in a descending temperature mode and the concrete primed with a suitable epoxy primer.

### MATERIAL TEMPERATURE

Prior to application, the material temperature should be between 70°F and 80°F (21°C and 27°C). It is suggested the material be stored at these temperatures at least 48 hours prior to use. Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

### CLEANUP

Flush and clean all equipment immediately after use with xylene, MEK, or when required by SCAQMD regulations, No. 74 Thinner.

† Values may vary with color.

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**PRODUCT PROFILE**

**GENERIC DESCRIPTION** Modified Polyamine Epoxy

**COMMON USAGE** A multi-purpose, broadcast, slurry broadcast or mortar applied floor topping system installed at 1/8" to 1/4" thickness. Protects against impact, abrasion and mild chemicals.

**COLORS** Clear or pigmented. Can be factory or field-tinted (Series 820 Field Tint) in 16 StrataShield colors and certain custom colors. Contact your Tnemec representative for additional information. **Note:** Colors may not be uniform and are not intended to be finish coats—see Topcoats listed below. **Note:** Epoxies chalk and yellow with age, extended exposure to UV and artificial lighting. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause amine blush, possibly affecting adhesion of subsequent topcoats.

**COATING SYSTEM**

**SURFACER/FILLER/PATCHER** Series 206, 215. **Note:** A repair kit of 201, with Part C fumed silica, is available for small patching/surfacing repairs. For more extensive repairs and additional information, contact your Tnemec representative or Tnemec Technical Services.

**PRIMERS** Self-priming or Series 201, 203, 241

**TOPCOATS** Series 247, 248, 252SC, 280, 281, 282, 284, 285, 286, 287, 290, 291, 294, 295, 296, 297. **Note:** If Series 247, 248, 290, 291 or 297 is selected for the finish coat, an intermediate coat of Series 280, 281 or tinted 237 is required. If Series 247, 248, 285, 294, 295 or 296 is selected for the finish coat, an intermediate coat of Series 284 is required. **Note:** Drier mixes, typically used for power trowel application, should be grouted with Series 237 or 238 prior to the finish coat application.

**SURFACE PREPARATION**

Prepare surfaces by method suitable for exposure and service. Refer to the appropriate primer data sheet for specific recommendations.

**CONCRETE** Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness and prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.") **Note:** For moisture content up to 10 lbs per 1,000 sq ft or relative humidity up to 90%, Series 241 may be substituted for the primer. Refer to the Series 241 product data sheet for more information.

Abrasive blast, shot-blast or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide a minimum ICRI-CSP 3 or greater surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.

**ALL SURFACES** Must be clean, dry and free of oil, grease and other contaminants.

**TECHNICAL DATA**

**VOLUME SOLIDS** 100% (mixed)

**RECOMMENDED DFT** **Primer:** 6.0 to 12.0 (150-305 microns) per coat.  
**Broadcast:** Minimum 1/8". Requires two broadcast applications at 1/16" each or applied as a slurry broadcast.  
**Mortar:** Suggested 1/4" (Minimum of 3/16", Maximum of 1")

**CURING TIME**

Temperature	To Topcoat/Broadcast	To Place in Service
75°F (24°C)	12 to 24 hours	24 hours

**Note:** If more than 24 hours have elapsed between coats, the coated surface must be mechanically abraded before topcoating. **Note:** There is no maximum recoat time if aggregate has been broadcast to refusal into the preceding coat. Curing time varies with surface temperature, air movement, humidity and film thickness.

**VOLATILE ORGANIC COMPOUNDS** **Unthinned:** 0.25 lbs/gallon (30 grams/litre)  
**Thinned 5% (No. 2 Thinner):** 0.58 lbs/gallon (70 grams/litre)

**HAPS** **Unthinned:** 0.0 lbs/gal solids  
**Thinned 5% (No. 2 Thinner):** 0.37 lbs/gal solids

**THEORETICAL COVERAGE** 1,604 mil sq ft/gal (39.4 m<sup>2</sup>/L at 25 microns). See APPLICATION for coverage rates.

**NUMBER OF COMPONENTS** Liquids—Two: Part A and Part B (2 parts A to 1 part B by volume)  
Aggregate—One: Part C (optional) Field Colorant—One: (optional) (Series 820)  
The Part C aggregate for mortar applications is available from Tnemec or can be purchased from an approved supplier.

# POWER-TREAD® | SERIES 237

PACKAGING	PART A	PART B	Yield (mixed)
Extra Large Kit	2-55 gallon drums	1-55 gallon drum	165 gallons
Large Kit	2-5 gallon pails	1-5 gallon pail	15 gallons
Small Kit	2-1 gallon cans	1-1 gallon can	3 gallons

**Broadcast Application:** For broadcast or slurry/broadcast applications purchase clean, dry, bagged 4.0 (30/50 mesh) Flint Shot, silica sand or approved equal. Tnemec ChromaQuartz or approved equal can be substituted for decorative quartz applications. The aggregate is calculated at one-half pound per sq ft (2.4 kg/m<sup>2</sup>) per broadcast application or one pound per sq ft (4.8 kg/m<sup>2</sup>) for a double broadcast. Additional aggregate is required to accommodate for waste or loss during application or to make coving material.

**Mortar Application:** The Part C mortar aggregate is based on a nominal amount calculated at 60-80 lbs. per gallon when mixed or a 6.5 to 1-9.0 to 1 (rock to resin) ratio by weight. Part C mortar aggregate purchased from Tnemec is packaged in 50 lb. bags.

**Colorant:** Series 820 field applied colorants are available in quart and gallon containers from Tnemec in 16 StrataShield colors and certain custom colors. Colorants should be added at 4 oz. to 6 oz. per gallon of mixed clear liquids. **Note:** Color consistency and hiding may vary based on the color selected and amount of colorant used.

**NET WEIGHT PER GALLON** 8.86 ± 0.25 lbs (mixed)

**STORAGE TEMPERATURE** Minimum 50°F (10°C) Maximum 90°F (32°C)  
Material should be stored at temperatures between 70°F and 90°F (21°C and 32°C) for at least 48 hours prior to use.

**TEMPERATURE RESISTANCE** (Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

**SHELF LIFE** 12 months at recommended storage temperature.

**FLASH POINT - SETA** N/A

**HEALTH & SAFETY** This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.  
**Keep out of the reach of children.**

## APPLICATION

**COVERAGE RATES** Before commencing, obtain and thoroughly read the StrataShield Installation and Application Guide for floors.

**Primer:** 6.0-12.0 dry mils (150-305 microns) 6.0-12.0 wet mils (150-305 microns) 134-267 sq ft/gal (12.2-24.3 m<sup>2</sup>)

**Broadcast Application:** The mixed liquids (Part A and B) are spread at a rate of 80 sq ft (7.4 m<sup>2</sup>) per gallon or approximately 20 mils (510 microns) wet. The aggregate is then broadcast into the liquid until a uniformly dry appearance is obtained. After the first broadcast layer cures, forming a thickness approximately 1/16" (1.6mm) thick, the excess aggregate is removed and a second application is repeated to obtain a minimum thickness of 1/8" (3.2mm).

**Mortar Application:** The mixed liquids (Part A and B) and aggregate (Part C) are spread at a rate of approximately 25 to 35 sq ft per gallon at a thickness of 1/4" based on a 6.5 to 1 – 9.0 to 1 rock to resin ratio by weight. **Note:** Drier mixes typically used for power trowel application should be grouted prior to finish coating. Allow for surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

**MIXING** Use a variable speed drill with a PS Jiffy blade. Slowly mix 2 parts A component, and while under agitation add 1 part B component and mix for a minimum of two minutes. Ensure that all Part B is blended with Part A by scraping the pail walls with a flexible spatula.

**Note:** A large volume of material will set up quickly if not applied or reduced in volume. **Caution:** Do not reseal mixed material. An explosion hazard may be created. **Field Colorant:** Mix thoroughly using a variable speed drill with a PS Jiffy blade at a rate of 4 oz. to 6 oz. per gallon of mixed liquids.

**Aggregate:** Use an appropriate type mortar mixer and slowly blend Part C aggregate thoroughly with properly proportioned Part A and Part B mixed liquids. The Part C aggregate is based on a nominal amount calculated at 60 to 80 lbs per gallon mixed or a 6.5 to 1 – 9.0 to 1 (rock to resin) ratio by weight.

**THINNING** Normally not required. May thin up to 5% with No. 2 Thinner as needed.

**POT LIFE** 30 to 35 minutes at 75°F (24°C)  
Material temperatures above 90°F (32°C) will significantly reduce the pot life.

**APPLICATION EQUIPMENT** **Primer:** Brush, roller, squeegee, trowel. Brush small areas only.  
**Broadcast, slurry broadcast:** Roller, squeegee, trowel  
**Mortar:** Screed, hand or power trowel  
**Note:** For detailed instructions, refer to the StrataShield Installation and Application Guide for floors.

**SURFACE TEMPERATURE** Minimum of 55°F (13°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 90°F (32°C). The substrate temperature should be at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

**MATERIAL TEMPERATURE** For optimum application, handling and performance, the material temperature during application should be between 70°F and 90°F (21°C and 32°C). Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

**CLEANUP** Flush and clean all equipment immediately after use with xylene or MEK.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

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# TNEME-GLAZE SERIES 282

## PRODUCT PROFILE

<b>GENERIC DESCRIPTION</b>	Polyamine Novolac Epoxy
<b>COMMON USAGE</b>	A highly chemical- and solvent-resistant colored novolac glaze coating for walls, floors and other surfaces. Provides improved aesthetics and additional protection against abrasion, impact, and most acids, alkalis and solvents.
<b>COLORS</b>	Available in six standard StrataShield colors: 33GR Gray ANSI No. 61, 46GR Sinker, 42BL Blue Channel, 91GN Balsam, 35GR Black, 28RD Monterrey Tile. Special colors available, please contact your Tnemec representative. <b>Note:</b> Epoxies chalk and yellow with age, extended exposure to UV and artificial lighting. Caution should be taken when selecting white and light pastel colors. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause amine blush, possibly affecting adhesion of subsequent topcoats. Novolacs will stain with extended exposure to certain acids. As a result, darker colors are recommended.
<b>FINISH</b>	Gloss. (Roller application provides an orange peel finish.)

## COATING SYSTEM

<b>SURFACER/FILLER/PATCHER</b>	Series 130, 215, 218, 1254. <b>Note:</b> A repair kit of 201, with Part C fumed silica, is available for small patching/surfacing repairs. For more extensive repairs and additional information, contact your Tnemec representative or Tnemec Technical Services.
<b>PRIMERS</b>	<b>Concrete:</b> Self-priming or Series 27WB, 201, 203, 205, 237, 238, 239. <b>Note:</b> Self-priming is not recommended when used as a horizontal floor coating. <b>CMU:</b> Self-priming over filled CMU <b>Wood &amp; Drywall:</b> Self-priming or Series 201, 203
<b>INTERMEDIATE TOPCOATS</b>	Series 210, 237, 237SC, 238, 239, 239SC, 270, 273, 282 Series 282

## SURFACE PREPARATION

<b>HORIZONTAL CONCRETE</b>	Prepare surfaces by method suitable for exposure and service. Refer to the appropriate primer data sheet for specific recommendations. Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness and prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.") <b>Note:</b> For moisture content up to 10 lbs per 1,000 sq ft or relative humidity up to 90%, Series 241 may be substituted for the primer. Refer to the Series 241 product data sheet for more information.
<b>VERTICAL CONCRETE</b>	Abrasive blast, shot-blast or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 3-5 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer. When self-priming: Allow new concrete to cure 28 days. Abrasive blast or mechanically abrade concrete to remove laitance, form release agents, curing compounds, hardeners, sealers and other contaminants and to provide surface profile. (Reference SSPC-SP13)
<b>CMU</b>	When self-priming: Allow new mortar to cure 28 days. Surfaces must be clean, dry, sound and free of all contaminants. Level all protrusions and mortar spatter. For pinhole free surface, use recommended surfacer/filler/patcher.
<b>ALL SURFACES</b>	Must be clean, dry and free of oil, grease and other contaminants.

## TECHNICAL DATA

<b>VOLUME SOLIDS</b>	100% (mixed) †
<b>RECOMMENDED DFT</b>	<b>Horizontal:</b> 6.0 to 12.0 mils (150 to 305 microns) per coat. <b>Vertical:</b> 4.0 to 8.0 mils (100 to 205 microns) per coat. Additional coats may be required for appearance or hiding.

CURING TIME	Temperature	To Topcoat	To Place in Service •	Full Cure
	75°F (24°C)	8-24 hours	24 hours	5 days

If more than 24 hours have elapsed between coats, the Tnemec-Glaze coated surface must be mechanically abraded before topcoating. • **Note:** 24 hour cure provides for traffic, secondary containment and certain mild chemical exposures. Up to five days cure is required for certain severe chemical exposures. Contact your Tnemec representative or Tnemec Technical Services.

<b>VOLATILE ORGANIC COMPOUNDS</b>	<b>Unthinned:</b> 0.19 lbs/gallon (23 grams/litre) <b>Thinned 5% (No. 2 Thinner):</b> 0.52 lbs/gallon (63 grams/litre) <b>Thinned 5% (No. 42 Thinner):</b> 0.50 lbs/gallon (60 grams/litre) †
<b>THEORETICAL COVERAGE</b>	1,604 mil sq ft/gal (39.4 m <sup>2</sup> /L at 25 microns). See APPLICATION for coverage rates. †

**NUMBER OF COMPONENTS** Two: Part A and Part B (1 Part A to 1 Part B by volume)

**PACKAGING** KITS CONSIST OF:

	PART A	PART B	When Mixed Yield
Large Kit	5 gallon pail	5 gallon pail	10 gallons (37.9 L)
Small Kit	1 gallon can	1 gallon pail	2 gallons (7.57 L)

# TNEME-GLAZE | SERIES 282

<b>NET WEIGHT PER GALLON</b>	11.51 ± 0.25 lbs (5.2 ± .11 kg) mixed †
<b>STORAGE TEMPERATURE</b>	Minimum 40°F (4°C) Maximum 90°F (32°C) <b>Note:</b> Material should be stored at temperatures between 70°F and 90°F (21°C and 32°C) for at least 48 hours prior to use.
<b>TEMPERATURE RESISTANCE</b>	(Dry) Continuous 275°F (135°C) Intermittent 300°F (149°C)
<b>SHelf LIFE</b>	12 months at recommended storage temperature.
<b>FLASH POINT - SETA</b>	Part A: 180°F (82°C) Part B: N/A
<b>HEALTH &amp; SAFETY</b>	This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. <b>Keep out of the reach of children.</b>

## APPLICATION

**COVERAGE RATES** Before commencing, obtain and thoroughly read the StrataShield Installation and Application Guide for floors.

	Dry MILS (Microns)	Wet MILS (Microns)	Sq Ft/Gal (m <sup>2</sup> /Gal)
Horizontal	6.0-12.0 (150-305)	6.0-12.0 (150-305)	134-267 (12.4-24.8)
Vertical	4.0-8.0 (100-205)	4.0-8.0 (100-205)	201-401 (18.6-37.3)

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

**MIXING** Use a variable speed drill with a PS Jiffy blade. Slowly mix 1 part A component, and while under agitation add 1 part B component and mix for a minimum of two minutes. Ensure that all Part B is blended with Part A by scraping the pail walls with a flexible spatula. Apply the mixed material within pot life limits after agitation.  
**Note:** A large volume of material will set up quickly if not applied or reduced in volume.  
**Caution: Do not reseal mixed material. An explosion hazard may be created.**

**THINNING** Normally not required. May thin up to 5% or 6.4 ounces (190 mL) per gallon to improve application properties. Brush and roll application use No. 2 Thinner. Spray application use No. 42 Thinner.

**POT LIFE** 25 to 30 minutes at 75°F (24°C) 15 to 20 minutes at 80°F (27°C) 8 to 10 minutes at 90°F (32°C)  
Material temperatures above 90°F (32°C) will significantly reduce the pot life.

**APPLICATION EQUIPMENT** Brush, roller, squeegee and airless spray.

### Airless Spray

Pump	Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
Graco "King" 45:1 or 56:1	0.019"-0.033" (485-840 microns)	80-90 psi (5.5-6.2 bar)	3/8" to 1/2" (9.5 to 12.7 mm)	60 mesh (250 microns)

**Roller:** Use high quality 3/8" to 1/2" shed resistant, synthetic woven nap roller cover.

**Brush:** Use high quality synthetic or nylon bristle brush.

**Horizontal:** Squeegee and backroll. Brush small areas only.

**Vertical:** Roll or spray and backroll. Brush small areas only. **Spraying should only be considered as a means to transfer the material to the surface and should be followed by backrolling.**

**SURFACE TEMPERATURE** Minimum of 55°F (13°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 90°F (32°C). The substrate temperature should be at least 5°F (3°C) above the dew point.

**MATERIAL TEMPERATURE** For optimum application, handling and performance, the material temperature during application should be between 70°F and 90°F (21°C and 32°C). Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

**CLEANUP** Flush and clean all equipment immediately after use with xylene or MEK.

† Values may vary with color.

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