



Indian River County Purchasing Division

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

Invitation to Bid

Project Name: 61st Court Full Depth Reclamation (FDR)
From 47th Street To 49th Street (IRC-2216)

Bid #: 2023018

Bid Bond Required: 5% if bid over \$35,000

Public Construction Bond Required: Yes, if total award is over \$100,000

Pre-Bid Meeting time/location: N/A

Bid Opening Date: 02-02-2023

Bid Opening Time: 2:00 P.M.

All bids must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will not be accepted, opened or considered.

PLEASE SUBMIT:
(1) ONE MARKED ORIGINAL and,
(1) COPY OF YOUR BID
PRIOR TO THE BID OPENING DATE AND TIME.

Refer All Questions to:

Email: purchasing@ircgov.com

ADVERTISEMENT FOR BID

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

Bid # 2023018
61st Court Full Depth Reclamation (FDR)
From 47th Street To 49th Street (IRC-2216)

Detailed specifications are available at: 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 Thursday, February 2, 2023***. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Room B1-301, 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.

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over \$35,000.

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

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: For Publication on Demandstar and Venders Registry
Date: January 11, 2023

INSTRUCTIONS TO BIDDERS

Definitions

Bidder – Individual or entity submitting a bid to Owner.

Contractor – The lowest, responsive, and responsible bidder to whom Owner makes award.

Owner – Indian River County

General Terms and Conditions

Cone of Silence. Potential bidders 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.

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 the Purchasing Division (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 determine if addenda were issued and to make such addenda a part of their bid.

Licensure: Bidder must possess licensure as indicated in the Technical Specifications Scope of Work. Indian River County Code section 400.01(1) requires that “No person shall engage in the business of construction, contracting or subcontracting as regulated by Florida Statutes or in a [any] categories listed in **Appendix A to Ordinance No. 94-16 without a valid certificate of competency issued by the Indian River County Building Department** unless certified under Florida Statutes.” Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

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

- 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.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", 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. The anticipated cost of the permit fees due to the Building Division is provided as a fixed line item on the bid form, specifically noted in the scope of work, or attached as an appendix to the invitation to bid. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Contractor.

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.

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.

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 the County, and the bid forms shall not be recreated or modified. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten, recreated, or modified bid forms.** All blanks on the bid form should be completed with a unit bid price, or the phrase "No Bid" or the phrase "Not Applicable" entered on each section, bid item, and alternative. Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

Public Record Exemption: 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.

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. Discrepancies between words and figures will be resolved in favor of the words. 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 enclosed instructions may result in rejection of the bid.

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

Opening Location: It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Purchasing Division, 1800 27th 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 accepted or considered.

Bid Security and Public Construction Bond: Bid security must accompany each Bid over \$35,000, 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 \$35,000 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." Electronically signed bid bonds will be acceptable.

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 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 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.

Irrevocable Offer: Bidder warrants by virtue of submitting a signed bid, that the prices quoted 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 the County. The Board of County Commissioners shall deem the offer accepted upon approval.

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 48 business 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.

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, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, 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.

Public Record Exemption: 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.

Local Preference: 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.

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, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project 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.

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 five (5) 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 using Department and the Office of the County Attorney.

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.

Cancellation: It is the intention of the 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.

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.

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.

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.

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: 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. The bidder or proposer further agrees to include a provision requiring such

compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

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: 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.

E-Verify: Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

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.

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.

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.

Affirmative Steps: 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.

DHS Seal: 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.

Indemnification: CONTRACTOR shall indemnify and hold harmless the County, and its commissioners, 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 construction contract.

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.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Delivery Requirements: Delivery of goods 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.

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".

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

Domestic Preference for Procurement: In accordance with 2 CFR 200.322, County will extend a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

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.

Taxes: 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.

Direct Purchase: 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.

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.

Default Provision: In case of default by the Bidder, 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.

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

End of General Terms and Conditions

TECHNICAL SPECIFICATIONS

SCOPE

The proposed improvements to 61st Court from 47th Street to 49th Street (approximately 1300 feet in length and 18 feet wide) consist of reconstructing the roadway utilizing Full Depth Reclamation (FDR).

The typical section consists of:

- Full Depth Base Reclamation, 10-inch

Notes:

- FDR to follow Technical Specification Section 283
- Contractor shall be responsible for laboratory testing as required by Section 283 – Reclaimed Asphalt Pavement Base.
- All work of this contract shall conform to the current applicable technical specifications of Florida Department of Transportation Standard Specifications for Road and Bridge Construction and Supplemental Technical Specifications.
- The finished Roadway Section shall be smooth and set to drain.
- The Contractor shall restore all areas disturbed by construction to a condition equal or better than existing at no additional cost to the owner, that may include grading and sod.
- Local traffic and access to all residents shall be maintained at all times.
- Work shall be completed during day time hours.

SECTION 283 – RECLAIMED ASPHALT PAVEMENT BASE

DESCRIPTION - This work shall consist of the preparation of a base course constructed by in-place pulverizing and blending of the existing bituminous pavement and base materials, and the introduction of asphalt emulsion or foamed asphalt and other additives, if called for in the mix design. Pulverize existing asphalt pavement and base material by a method that does not damage the material below the design depth as shown on the plans.

It is the intent of this contract to recycle 100% of the existing asphalt pavement and part or all of the existing base course to ensure that the completed reclaimed base course will be of a consistent material and thickness throughout. This will include, but is not limited to, all existing asphalt pavement adjacent to all concrete curbing, storm sewer inlets, manholes, sanitary sewer manholes, and all utility valve boxes.

This item will include, but not be limited to grading, compaction, prime and tack coat, sawcut and removal of existing materials for driveways.

CONTRACTOR QUALIFICATIONS - Bidders shall have a minimum of three years of experience in the construction of reclaimed asphalt base course. Bidders shall provide a list of three successfully completed full depth reclamation projects within the State of Florida on the Qualifications Questionnaire to include, contact information for the Owners of those projects, and the completion date for each project. Bidders shall also provide a list of the major equipment that will be used on this project.

SUBMITTALS – Submit Mix Designs for Reclaimed Asphalt Base Course and detailed Traffic Control Plan to the County for approval prior to the start of construction. Submittals must be transmitted to the County a minimum of three (3) working days prior to the start of construction.

BASE COURSE DESIGN - The Contractor shall review the core data provided for the existing roadway and shall perform testing and/or coring prior to submitting a Bid to verify that the Cold Recycled Bituminous Base Course Mix Design or the Reclaimed Asphalt Base Course Mix Design, as applicable, has a minimum Structural Number (SN) of 1.8 for the total thickness of the finished/completed base course. The Contractor shall be responsible for preparing Mix Designs for the Cold Recycled Bituminous Base Course Mix Design or the Reclaimed Asphalt Base Course Mix Design, as applicable, prior to the start of construction. The Contractor will also be required to test the completed base course and provide test results that verify that the completed base course meets the specified Structural Number. In the event that the completed reclaimed asphalt base does not meet the minimum Structural Number specified, the County may require corrective work on the base course or the placement of additional asphalt surface course. All Mix Design testing/preparation and testing for verification of the Structural Number shall be performed by an independent testing laboratory and **all costs associated with the Mix Design preparation and SN verification testing shall be the responsibility of the Contractor.**

The Testing Laboratory performing Cold Recycled Bituminous Base Course Mix Designs or the Reclaimed Asphalt Base Course Mix Designs and SN verification testing shall be an accredited laboratory that is regularly engaged in asphalt testing including the preparation of Mix Designs for Cold Recycled Bituminous Base Course or Reclaimed Asphalt Base Course, and testing to establish and verify Structural Number for asphalt base course layers. The Contractor shall provide information for proposed testing laboratories and mix designs shall be subject to the approval of the County.

1. Reclaiming

The work item for Reclaimed Asphalt Base Course shall consist of pulverizing an existing bituminous pavement and its base course and mixing them together, adding water and new base material, injecting the specified stabilizing agent directly into the mixing chamber of the reclaiming machine and uniformly mixing it with the pulverized material at the rate and depth specified; and watering, shaping, grading, and compacting the blended material to produce a stabilized base course, true to the established line and grade of the road. The Contractor will be required to perform reclaiming work while traffic is maintained in another lane or lanes of the road. The work item for Reclaimed Asphalt Base Course shall include all necessary traffic control services provided during the reclaiming operation which are not covered under other work items in the Contract. All traffic control and maintenance of traffic is to be performed in conformity with Agency standards with Roadway and Traffic Design Standards, published by the Florida DOT, and with the Manual for Traffic Control Devices, published by the U.S. Department of Transportation.

2. Materials

a. References: the abbreviated title, "FDOT Specifications," used herein refers to the Standard Specifications for Road and Bridge Construction, of the Florida Department of Transportation.

b. Stabilizing Agent: Stabilizing agent shall consist of emulsified asphalt, type CSS-1h, meeting the requirements of ASTM D2397-98 and shall be injected in the base material.

c. Asphalt Emulsion Mix Design: Asphalt emulsion is to be used as the stabilizing agent. The Contractor shall obtain a mix design study based on the material in the existing layers. Prior to scheduling the work, the Contractor shall obtain the services of an independent laboratory which shall sample the pavement, base, subgrade and shall perform a modified Marshall Stability Test and a recommendation as the depth of mixing and the rate and depth of emulsion treatment. The Reclaimed Asphalt Base Course shall have a minimum Structural Number (SN) of 1.8 for the total thickness of the finished/completed base course. The Contractor shall be responsible for preparing Mix Designs for the Reclaimed Asphalt Base Course prior to the start of construction. The Contractor will also be required to test the completed base course and provide test results

that verify that the completed base course meets the specified Structural Number. All Mix Design testing/preparation and testing for verification of the Structural Number shall be performed by an independent testing laboratory and **all costs associated with the Mix Design preparation and SN verification testing shall be the responsibility of the Contractor.** The assumed Project Mix Design is based on a mixture of 10" of reclaimed asphalt and limerock or cemented coquina base and 2.75 gallons/SY of CSS-1H Emulsified Asphalt. The target Mix Design shall have a minimum Asphalt Structural Number (SN) of 0.20 per inch. The Mixture used in the work shall be as determined by the project specific Mix Design Testing. The Testing Laboratory preparing the Reclaimed Asphalt Base Course Mix Designs and SN verification testing shall be an accredited laboratory that is regularly engaged in asphalt testing including the preparation of Mix Designs for Cold Recycled Bituminous Base Course or Reclaimed Asphalt Base Course, and testing to establish and verify Structural Number for asphalt base course layers. The Contractor shall provide information for proposed testing laboratories and mix designs shall be subject to the approval of the County. The Mix Design study and recommendations shall be forwarded to the County at least five work days prior to starting operation.

d. Granular Base Material: Granular base material to be added to the reclaimed layers shall consist of limerock meeting the requirements for Limerock Stabilized Base of the FDOT Specifications, Section 911. Further, it shall have a minimum LBR value of 100.

3. Equipment

a. General: The Contractor shall accomplish the work utilizing a road reclaimer, a motor grader, a vibratory roller or three-wheeled roller, a water truck with spray bar and such additional equipment as may be necessary to the operation. The required equipment shall be subject to the County's approval, and the County may, at any time during the work, disapprove the use of a particular machine for unsafe, erratic, or inadequate performance. Utilization of a proper road reclaimer and compaction equipment as specified herein is essential to this work, and substitution of other equipment or a different technique shall not be acceptable.

b. Reclaimer: The work shall be performed utilizing a road reclaimer machine originally designed for pavement reclaiming. The road reclaimer shall be a model of equal or greater of 400 horsepower and an 8' cutting/ mixing width. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to depth of 16 inches. It shall be capable of injecting asphalt emulsion into the rotor chamber at an accurately controlled rate and of doing so in confined areas inaccessible to a tanker truck.

c. Compacting Equipment: The Contractor shall compact the reclaimed base material with a vibratory roller weighing not less than 13,000 lbs. or by a three wheeled roller weighing not less than 11 tons. The vibrator must be fully operable at maximum amplitude throughout the compacting process.

4. Construction Procedure

a. General: When the work is to be performed under traffic, each lane shall be completed in segments, the lengths and limits of which shall be approved by the County. The County may limit the length of the work zone to avoid causing a traffic hazard or undue delay. Before commencing the reclaiming operations, the Contractor shall set alignment stakes (laths) at intervals of 200 feet or less on both sides of the road, offset at least 4 feet from the proposed edge of pavement for use in preparing the base and placing the new pavement. The setting of laths shall be in addition to any other markers or reference points required under the Contract, and the placing of surveying markers or other references elsewhere shall not substitute for the required laths along the existing pavement. Prior to beginning work, the Contractor shall relocate all mailboxes, newspaper boxes, signs, and other appurtenances which are located within such proximity to the

roadway as to risk damage or to interfere with the work. Before this work may begin, residents and businesses shall be notified of the impending work by means of portable changeable message signs (PCMS). After all other work items are complete, the removed items shall be replaced in their original locations, except that the distance from the proposed edge of pavement shall be as prescribed by County requirements or guidelines.

b. Reclaiming: The Contractor shall pulverize the existing pavement in multiple passes of the reclaimer, applying sufficient mechanical effort to reduce the fragments to a maximum size of 3 inches. In this process the pulverized material shall be combined uniformly with the base and subgrade to a depth specified in the Contractor's Mix Design. Following the reclaimer, a roller shall be applied to compact the blended material sufficiently to support traffic temporarily. The County requires removal of approximately 2-1/2 in of pulverized material prior to addition of the stabilizing agent. When the pulverizing and mixing step is complete, the material shall be graded, watered, remixed, shaped, and compacted as necessary to establish proper grade and uniform thickness and to support traffic temporarily. Water shall be applied if necessary to obtain uniform moisture content as required by the Contractor's Mix Design. The Contractor shall apply additional water at frequent intervals as needed to suppress dust, preserve the surface, and maintain the specified moisture content. The stabilizing agent shall then be applied and mixed to the depth specified by the County, and grading and compaction of the combined base material shall proceed immediately behind the mixing of the stabilizing agent. Before final grading and the addition of the emulsion, the Contractor shall adjust the cross-slope, super elevation, and profile grade by adding granular base material as required to provide the required grade and cross slope for the road, or removing material.

c. Compaction: The Contractor may employ other compaction equipment and methods in addition to the vibratory roller to accomplish the final grading and to compact and finish the surface. Transverse joints shall be compacted by cross rolling parallel to the joint. After the material has been compacted to load-bearing strength, the Contractor shall proof-roll the prepared base in the presence of the Inspector. The County may, as it deems necessary, direct the Contractor to correct areas of weakness and excess moisture in the base by scarifying, aerating, and reworking shore sessions to the full depth of the layer. If, after an area has been reworked and recompacted, it remains soft or does not attain the required density, the County may direct the Contractor to remove the material and replace it with Granular Base Material meeting the requirements of these specifications.

d. Manholes: Each manhole shall be protected during the reclamation process. After final pass of reclaimer and final compaction, manholes shall be adjusted to the appropriate height to accommodate the asphalt overlay finish grade.

e. Water Shutoffs: Water shutoffs and other valves or shutoffs shall be protected during the reclamation process. After final pass of reclaimer and final compaction, water shutoffs and other valves and shutoffs shall be adjusted to the appropriate height to accommodate the asphalt overlay finish grade.

f. Material/Removal: Material shall be removed from the roadway area in order to prepare for a desired final grade or removal of unsuitable material. Approximately 2-1/2" removal shall be required off the top after initial pulverization. All suitable material shall be utilized in the asphalt pavement base course.

5. Basis of Payment

a. Mobilization for Reclaiming: No payment for mobilization shall be due for returning the equipment to the site when it has been removed and returned for the Contractor's own purposes or because of breakdowns and repairs, weather delays, labor problems, accidents, or the like, or when work has been resumed after being stopped by the County because of unsatisfactory materials, equipment, or performance. Payment for Mobilization shall be Lump Sum for the project.

b. Reclaimed Asphalt Base: In place and accepted, shall be paid for at the contract unit price per square yard, as indicated in the Bid Sheet. The area of work for the purpose of payment shall be the overall length of each reclaimed lane times the specified total base width for the lane. The total base width shall include the widening width, if any, in which the reclaimer is to be used to blend new base material with the pulverized layers. Payment under this item shall be full compensation for all work included in or incidental to the reclaiming operation, for the grading, shaping, and compacting of the Reclaimed Asphalt Base, for the mix design study, for furnishing, delivering, and applying water, for applying and mixing and furnishing asphalt emulsion or other stabilizing agent as specified, and for all other work and material incidental to the reclaiming operation.

Completed Base Course Testing – The Contractor shall perform a minimum of 8 tests of the completed base course to verify that the completed base course meets the specified minimum Structural Number of 1.8. Test locations shall be determined by the County. In the event that the minimum Structural Number is not achieved, the County may require corrective action, including the placement of additional asphalt structural course at the expense of the Contractor.

c. Payment for Granular Base Material: This is included in the cost of the Reclaimed Asphalt Base. The Contractor shall determine how much if any granular base is required and shall include the cost for granular base in the cost of the Reclaimed asphalt base.

d. Asphalt Emulsion: Emulsified asphalt, type CSS-1h, shall be uniformly incorporated in the layer at the rate specified by the Mix Design. Payment is in gallons of Asphalt Emulsion Type CSS-1h.

PROJECT REQUIREMENTS

The following agencies have permitting jurisdiction over the project site:
Indian River County

Bidder must possess the following licenses and registrations at the time of bid:
State of Florida: General Contractors License

End of Technical Specifications

BID FORM

Project Name:

61st Court Full Depth Reclamation (FDR) From 47th Street To 49th Street (IRC-2216)

Bid #: 2023018
Bid Opening Date and Time: February 2, 2023 2:00 P.M.
Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

Alternative 1 (FDR only):

Item No.	Item	Unit	Quantity	Unit Price	Total
101-1	MOBILIZATION and MAINTENANCE OF TRAFFIC	LS	1	\$	\$
283-7	FULL DEPTH BASE RECLAMATION (10" MIXING DEPTH)	SY	3000	\$	\$
283-1	ASPHALT EMULSION TYPE CSS-1H	GAL	6000	\$	\$
283-2	CEMENT TYPE 1 OR TYPE 2	TN	30	\$	\$
999-25	FORCE ACCOUNT	LS	1	\$7,500.00	\$7,500.00
				Total Bid Price	

TOTAL BID PRICE IN WORDS - ALTERNATIVE 1

Alternative 2 (FDR and Asphalt Pavement):

Item No.	Item	Unit	Quantity	Unit Price	Total
101-1	MOBILIZATION and MAINTENANCE OF TRAFFIC	LS	1	\$	\$
283-7	FULL DEPTH BASE RECLAMATION (10" MIXING DEPTH)	SY	3000	\$	\$
283-1	ASPHALT EMULSION TYPE CSS-1H	GAL	6000	\$	\$
283-2	CEMENT TYPE 1 OR TYPE 2	TN	30	\$	\$
334-1-13	SUPERPAVE ASPHALT Concrete (1.5") Traffic C, SP-9.5)	TN	245	\$	\$
999-25	FORCE ACCOUNT	LS	1	\$7,500.00	\$7,500.00
				Total Bid Price	

TOTAL BID PRICE IN WORDS - ALTERNATIVE 2

Project completion time after receipt of "Notice to Proceed" or PO: 30 DAYS

Will your company extend these prices to other governmental agencies within the State of Florida? Yes No

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)

QUALIFICATIONS QUESTIONNAIRE

1. How many years has your organization been providing these services? _____

2. List State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed FDR:

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

4. Subcontractors (please list all):

Type of Work	Subcontractor Name	License Number

5. Date Registered with e-Verify.gov: _____

6. List all major equipment to be used on this project:

Equipment Name	Model Number	Description

Attach Occupational License/Business Tax Receipt, proof of current liability insurance and W-9.

DRUG-FREE WORKPLACE CERTIFICATION

(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 # 2023018 for 61st Court Full Depth Reclamation (FDR) From 47th Street To 49th Street (IRC-2216)

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. 2023018
for 61st Court Full Depth Reclamation (FDR) From 47th Street To 49th Street (IRC-2216)

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 _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

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

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. 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:

The proposed improvements to 61st Court from 47th Street to 49th Street (approximately 1300 feet in length and 18 feet wide) consisting of reconstructing the roadway utilizing Full Depth Reclamation (FDR).

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: **61st Court Full Depth Reclamation (FDR) From 47th Street To 49th Street, (IRC-2216)**
Bid Number: **2023018**
Property Address: **61ST Court, VERO BEACH, FL 32967**

ARTICLE 3 - CONTRACT TIMES

3.01 *Time of the Essence*

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

3.02 *Days to Achieve Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment on or before the **30th 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 **\$882.00** 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 Exhibit 1.
- 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.

5.03 Paragraphs 5.01 and 5.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

5.04 *Acceptance of Final Payment as Release.*

- A. 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.
- J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Public Construction Bond;
- (4) Certificate(s) of Liability Insurance;
- (5) Invitation to Bid 2023018;
- (6) Addenda (numbers to , inclusive);
- (7) CONTRACTOR'S Bid Form;
- (8) Bid Bond;
- (9) Qualifications Questionnaire;
- (10) Drug Free Workplace Form;
- (11) Affidavit of Compliance;
- (12) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (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).
- (16) Attachment A - Geotechnical

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

Indian River County Office of the County Attorney

1801 27th 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

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 CONTRACTOR 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 CONTRACTOR 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.

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: _____
Joseph H. Earman, Chairman

By: _____
(Contractor)

By: _____
Michael C. Zito, Interim 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

Agent for service of process: _____

(SEAL)

Designated Representative:
Name: Kirstin Leiendecker
Title: Interim Assistant Public Works Director
Address:
1801 27th Street
Vero Beach, Florida 32960
Phone: 772-226-1327
Email: kleiendecker@ircgov.com

Designated Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

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

EXHIBIT 1 TO THE AGREEMENT – PRICING

SECTION 00550 - Notice to Proceed

Dated

TO:

(BIDDER)

ADDRESS:

Contract For:

61st Court Full Depth Reclamation (FDR) From 47th Street To 49th Street (IRC-2216)

(Insert name of Contract as it appears in the Contract Documents)

Project No: **IRC-2216**

IRC Bid No. **2023018**

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. The contract has allocated **30** calendar days for Final Completion. In accordance with Article 4 of the Agreement the date of readiness for final payment is _____.

CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under Article 5 and such insurance has been delivered to the OWNER and approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with Article 13.

Also, before you may start any Work at the Site, you must:

(add other requirements, if applicable)

INDIAN RIVER COUNTY

(OWNER)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

PUBLIC CONSTRUCTION BOND

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.

**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)

SECTION 00620 - Sample Certificate of Liability Insurance

CERTIFICATE OF LIABILITY INSURANCE	
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
INSURED	COMPANY A -
	COMPANY B -
	COMPANY C -
	COMPANY D -
	COMPANY E -

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/D/YY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE - <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any One Fire)	\$ 50,000
					MED. EXP. (Any One Person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 1,000,000
					PRODUCTS – COMP/OP AGG.	\$ 1,000,000
						\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea. Occurrence)	\$ 1,000,000
					BODILY INJURY (Per Person)	\$
					BODILY INJURY (Per Accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT	\$
	<input type="checkbox"/>				OTHER THAN	EA ACC \$
	<input type="checkbox"/>				AUTO ONLY	AGG \$
A	EXCESS LIABILITY <input type="checkbox"/> <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
					AGGREGATE	\$
						\$
						\$
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<input type="checkbox"/> WC STATUTORY LIMITS	
					E.L. EACH ACCIDENT	\$ 100,000
					E.L. DISEASE – EA	\$ 500,000
					E.L. DISEASE-POLICY LIMIT	\$ 100,000
	OTHER: BUILDER'S RISK				FULL REPLACEMENT COST OF THE WORK	

DESCRIPTION OF OPERATIONS/LOCATIONS VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
ADDITIONAL INSURED: INDIAN RIVER COUNTY 1801 27 TH STREET, VERO BEACH, FL 32960-3388		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

ATTACHMENT A – Geotechnical



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

December 5, 2022
File No. 22-66-5502

Indian River County
Public Works - Engineering
1801 27th Street
Vero beach, Florida 32960

Attention: Mr. Jim Mann, MPA, LCI# 6,798

**Subject: Full-Depth Reclamation Mix Design Evaluation
61st Court
From 47th Street to 49th Street
Indian River County, Florida
IRC Project # 2216 and PO# 00094906**

Dear Mr. Mann:

As requested, we have completed a full-depth reclamation (FDR) mix design evaluation for the subject project. The purpose of our evaluation was to evaluate the existing pavement materials and provide FDR mix design recommendations for base construction. The mix design process described herein was performed in general accordance with the methodology described in the FDOT Developmental Specification Section 332 for Full Depth Reclamation.

The FDOT specifications for FDR require that the reclaimed base exhibit a 3,500 lb. minimum dry stability using a modified Marshall method of stability testing and a minimum retained stability strength of 70% after 24 hours static water saturation.

For this project, we understand that the upper 10 inches of the existing roadway will be pulverized resulting in a relatively homogeneous mixture of materials distributed through the entire depth. After pulverization, the top 2 inches of material will be removed leaving a final base depth of 8 inches to be mixed with chemical and bituminous stabilizing agents. We understand that no mechanical stabilizing agents are currently planned.

This report documents our field and laboratory program and presents the results of the FDR mix design testing.

FIELD SAMPLING

Ardaman & Associates obtained three pavement core samples from the existing pavement. In general, the subject roadway consisted of 4 ½ to 5 ½ inches of asphalt/asphalt millings and no apparent base. The core locations and a summary of the pavement component thicknesses at each location were included in the attached Report of Pavement Cores dated November 1, 2022.

460 NW Concourse Place, Unit 1, Port St. Lucie, Florida 34986 Phone (772) 878-0072 Fax (772) 878-0097

Louisiana: Baton Rouge, New Orleans, Shreveport

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

LABORATORY PROGRAM

Bituminous Stabilizing Agent

For this project CSS-1H emulsified asphalt was utilized as a bituminous stabilizing agent for mix design testing. The density of the emulsion as tested in our laboratory using a mud density balance was 8.4 lb./gal (63.58 pcf) at room temperature.

Material (RAP) Preparation

Ardaman obtained additional cores from the upper 10 inches of the pavement at the core locations of C-1, C-2, and C-3 and hand-crushed the materials in our laboratory to pass through a 2-inch sieve to simulate field pulverization. After crushing, a sieve analysis was performed on the reclaimed asphalt pavement (RAP) samples. The results of the sieve analysis are presented in the following table.

Section No.	Sieve Analysis (ASTM D-421)									
	3/4"	3/8"	No. 4	No. 10	No. 20	No. 40	No. 60	No. 100	No. 140	No. 200
1	100	86.5	73.7	61.8	55.1	46.3	29.3	17.3	10.3	6.8

Next, a modified Proctor (ASTM D 1557) test was performed on -the composite sample to determine the approximate optimum fluid content (OFC) for mix design testing. The fluid used in the moisture-density test was a combination of 50 percent asphalt emulsion and 50 percent water. The asphalt emulsion appeared to be compatible with the RAP material and in general, "good" particle coating was achieved by hand mixing. The Proctor results indicate that the maximum dry density of the material tested is 128.9 lbs/ft³ at 5.5% OFC.

Mix Design Procedure

The mix design procedure is an iterative process that involves testing multiple combinations of emulsion and cement. For this project, we prepared three trial batches of the RAP material to determine the appropriate emulsion and Portland cement spread rate. For each of the trial batches, the processed material was combined with Portland cement applied at a constant rate of 1.6 percent by volume (15 pounds per square yard for a mixing depth of 10 inches). The asphalt emulsion spread rates varied between 1.5 and 3.5 gallons per square yard. Water was added incrementally as needed to achieve "good" asphalt emulsion coating.

For each of the asphalt emulsion spread rates selected for testing, three Marshall pills were molded using a modified version of the Marshall Method. Each Marshall pill was pounded at 50 blows per side and then left to cure in the mold for 24 hours. After 24 hours, the pills were extracted using a

hydraulic Marshall pill extractor and then cured for 24 hours in an oven at 140°F. After 24 hours, the pills were cooled to room temperature, the height and mass of each pill were measured, and the bulk specific gravity (SSD method) was determined. The pills were then tested in the Marshall press and the corresponding stability (lbs.) values were recorded. After testing, the dry stability results were evaluated, and an asphalt emulsion spread rate was selected for wet stability testing.

For each mix design, three additional pills were molded using the method described above at the selected asphalt emulsion spread rate. The pills were submerged in room temperature water for 23 hours and then placed in 40° C water and vacuum saturated. The saturated pills were then tested in the Marshall press. The corresponding saturated stability values obtained were recorded and then compared to the unsaturated pills to determine the retained stability.

The results of the dry stability and saturated stability testing are presented in the following table.

Mix Design Trial No.1	Emulsion Spread Rate (gal/yd ²)	Portland Cement Spread Rate (lbs./yd ²)	Average Density (lbs./ft ³)	Average Dry Stability (lbs.)	Average Saturated Stability (lbs.)	Retained Stability (%)
1	1.5	15	129.3	8,856	4,492	51
2	2.5	15	128.2	8,712	5,530	63
3	3.5	15	127.5	8,753	5,824	67

RECOMMENDATIONS

Based on the materials obtained from the existing roadway and the results of our laboratory testing program, we recommend a mix design utilizing CSS-1H emulsion at a spread rate of 2.0 gallons/square yard or 1.7% by weight and Portland cement at a spread rate of 20 pounds per square yard or 2% by weight for a 10-inch base. It is our opinion based on the stability results achieved, that the FDR base utilizing these spread rates will have a structural layer coefficient of at least 0.18/inch.

It should be recognized that the mix design process cannot definitively model what will happen in the field at the time of construction. Therefore, the mix design testing represents a possible starting point for construction, but field adjustments must be expected. Considering the materials tested, the following mix proportions are suggested as a starting point for field construction:

Material Gradation – The material should be reclaimed so that the particle distribution is in general accordance with the mix design. However, 100 percent of the particles should pass through the 2-inch sieve and no more than 20% pass through the No. 200 sieve.

Bituminous Stabilizing Agent – The mix design coating process indicated that CSS-1H is compatible with the existing pavement materials. From a coating perspective, we recommend that the minimum spread rate be 2.0 gal/yd² or 1.7% by weight.

Chemical Stabilizing Agent –The minimum cement spread rate tested was 20 lbs./yd² or 2% by weight for a mixing depth of 10 inches. We note that adding more Portland cement will decrease the susceptibility of the FDR base to degradation due to periodic saturation. However, additional cement may also cause block cracking in the base which will reflect through the asphalt and allow water intrusion into the base. If prolonged saturation of the base is anticipated, an alternative base option should be considered.

Water Content – Water should be adjusted as needed in the field to maintain good asphalt emulsion coating. The mix design process indicates that the optimum fluid content is approximately 5.5% before adding cement. Before injecting the emulsion and mixing the Portland cement, the moisture content of the RAP should be on the order of 3 to 7% to fully hydrate the cement.

We note that our results are bases on the materials tested. Our recommendations do not reflect any variations that may occur in the materials that are actually present. An inspection and QA/QC plan should be implemented during construction to very mixing depth, gradation, stabilizing agent application rate, moisture content, uniformity, compaction, and smoothness.

We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us. Thank you.

Very Truly Yours,
ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950

Sharmila Pant, E.I.
Assistant Project Engineer

SP/JPM/ljh

Jason P Manning, P.E.
Branch Manager
Florida License No. 53265



Jason
P.
Manning
g, P.E.

Digitally
signed by
Jason P.
Manning, P.E.
Date:
2022.12.05
10:26:09
-05'00'

APPENDIX

Report of Core Results



November 1, 2022
File No. 22-66-5502

Indian River County
Public Works - Engineering
1801 27th Street
Vero beach, Florida 32960

Attention: Mr. Jim Mann, MPA, LCI# 6,798

Subject: Pavement Core Data Report
61st Court
From 47th Street to 49th Street
Indian River County, Florida
IRC Project # 2216 and PO# 00094906

Dear Mr. Mann:

As requested, we have completed pavement cores at the above referenced project site. The purpose of performing this exploration was to obtain existing pavement section data to be used to select the locations for the Full Depth Reclamation (FDR) mix design testing. As requested, three cores were taken from 61st Court and each core was extended to a depth of 18 inches below the top of pavement.

The approximate locations of the pavement cores are schematically illustrated on aerial photographs of the subject roadway obtained from Google Earth Pro and presented as the Core Location Plans on Figure 1. These locations were determined in the field by estimating distances from existing site features and other points of reference and should be considered accurate only to the degree implied by the method of measurement used.

A summary of the pavement cores is presented in the following table.

Core Number	Approximate Location*	Approximate Asphalt Thickness (inches)	Base Type and Thickness (inches)	Subgrade Type
C-1	±1,170 feet south of 49 th Street	5 ½	No apparent base	Brown fine sand with silt [A-3], some shell

Core Number	Approximate Location*	Approximate Asphalt Thickness (inches)	Base Type and Thickness (inches)	Subgrade Type
C-2	±650 feet south of 49 th Street	5 ½	No apparent base	Brown fine sand with silt [A-3], trace shell
C-3	±180 feet south of 49 th Street	4 ½	No apparent base	Brown fine sand with silt [A-3], some shell

*Please refer to Figure 1 for core locations.

The subgrade encountered immediately beneath the asphaltic concrete consisted of fine sand with silt (AASHTO Classification A-3). Refer to the attached Core Boring Logs for the soils encountered in each core to a depth of 18 inches.

We are pleased to be of assistance to you on this phase of your project. Based on the results of the cores presented above, it is our opinion that the pavement conditions in the areas cored within 61st Court are relatively consistent. Therefore, we recommend proceeding with one FDR mix design for the subject roadway. Thank you.

Very Truly Yours,

ARDAMAN & ASSOCIATES, INC.

Certificate Of Authorization No. 5950



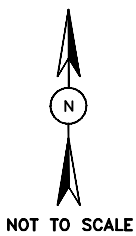
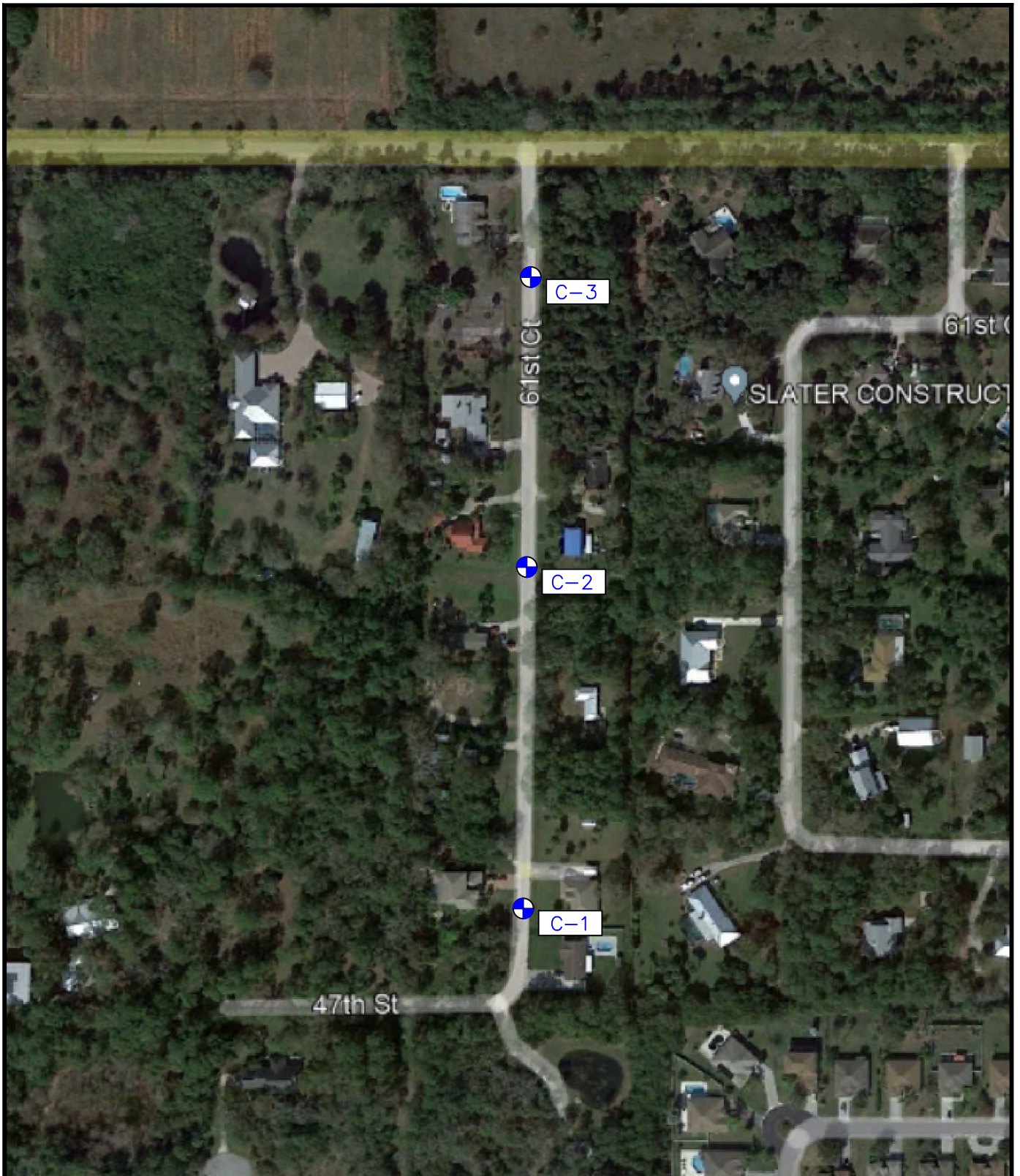
Sharmila Pant, E.I.
 Assistant Project Engineer

SP/JPM



Jason P Manning, P.E.
 Branch Manager
 Florida License No. 53265





 C - CORE LOCATION

CORE LOCATION PLAN

 **Ardaman & Associates, Inc.**
Geotechnical, Environmental and
Materials Consultants

Preliminary Data Report
61st Court
From 47th Street to 49th Street
Indian River County, Florida
IRC Project # 2216 and PO# 00094906

DRAWN BY: SP	CHECKED BY:	DATE: 10/28/2022
FILE NO. 22-5502	APPROVED BY:	FIGURE: 1

APPENDIX

Core Logs



CORE BORING LOG

BORING C-1

PROJECT: Preliminary Data Report
61st Court, From 47th Street to 49th Street, Indian River County

FILE No.: 22-5502

BORING LOCATION: As per Core Location Plan.

DRILL CREW: ML/RT

WATER OBSERVED AT DEPTH 16 inches

DATE DRILLED: 10/18/2022

DEPTH (INCHES)	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0		Asphalt	1
3			
6		Brown slightly silty fine sand, few shell	2
9			
12		Gray fine sand, trace shell	3
15			
18		Boring terminated at 18 inches.	
21			
24			
27			
30			
33			
36			

NOTES:



CORE BORING LOG

BORING C-2

PROJECT: Preliminary Data Report
61st Court, From 47th Street to 49th Street, Indian River County

FILE No.: 22-5502

BORING LOCATION: As per Core Location Plan.

DRILL CREW: ML/RT

WATER OBSERVED AT DEPTH Groundwater not encountered.

DATE DRILLED: 10/18/2022

DEPTH (INCHES)	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0		Asphalt	1
3			
6		Brown slightly silty fine sand, few shell	2
9			
12		Gray fine sand, trace shell	3
15			
18		Boring terminated at 18 inches.	
21			
24			
27			
30			
33			
36			

NOTES:



CORE BORING LOG

BORING C-3

PROJECT: Preliminary Data Report
61st Court, From 47th Street to 49th Street, Indian River County

FILE No.: 22-5502

BORING LOCATION: As per Core Location Plan.

DRILL CREW: ML/RT

WATER OBSERVED AT DEPTH Groundwater not encountered.

DATE DRILLED: 10/18/2022

DEPTH (INCHES)	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0		Asphalt	1
3		Brown slightly silty fine sand, few shell	2
6		Dark gray fine sand, trace shell	3
9		Boring terminated at 18 inches.	
12			
15			
18			
21			
24			
27			
30			
33			
36			

NOTES: