

INDIAN RIVER COUNTY



BOARD OF COUNTY COMMISSIONERS

Department of Utility Services

**SOUTH COUNTY WASTEWATER
TREATMENT FACILITY (SWWTF) REUSE
CONTROL PANEL REPLACEMENT**

Indian River County Bid No 2022020

INDIAN RIVER COUNTY

SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

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**ADVERTISEMENT FOR BIDS
INDIAN RIVER COUNTY**

Sealed bids will be received by Indian River County until **2:00 P.M.** on **Friday, December 17, 2021**. Each bid shall be submitted in a sealed envelope and shall bear the name and address of the bidder on the outside and the words "**Bid 2022020 - SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT**". Bids should be addressed to Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 P.M. All bids received after 2:00 P.M., on the day specified above, will not be opened or considered.

All material and equipment furnished and all work performed shall be in strict accordance with the plans, specifications, and contract documents pertaining thereto. Copies of the documents are available at: www.demandstar.com or by selecting "Current Solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing>. All other communications concerning this bid shall be directed to IRC Purchasing Division at purchasing@ircgov.com.

All bidders shall submit one (1) original and one (1) copy of the Bid Proposal forms provided within the specifications. Please note that the questionnaire must be filled out completely including the financial statement. BID SECURITY must accompany each Bid, 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 must be in the sum of not less than **Five Percent (5%)** of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter in a Contract with the County and furnish the required 100% Public Construction Bond and certificates of insurance within the timeframe set by the County. If Bidder fails to do so, the Bid Security shall be retained by the County as liquidated damages and not as penalty.

The County reserves the right to delay awarding of the Contract for a period of **ninety (90)** days after the bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause/or to accept the bid that, in its judgement, will serve the best interest of Indian River County, Florida. The County will not reimburse any Bidder for bid preparation costs.

A **NON-MANDATORY** Pre-Bid Conference will be held on Thursday, December 2, 2021 at 9:00 a.m., on site at 2500 SW 6th Ave, Vero Beach, Florida, 32962. **ATTENDANCE AT THIS CONFERENCE IS ENCOURAGED.**

INDIAN RIVER COUNTY

By: Jennifer Hyde
Purchasing Manager

For Publication in the Indian River Press Journal (Bids and Proposals Section)

Date: Thursday, November 18, 2021

Please furnish tear sheet and Affidavit of Publication to:

INDIAN RIVER COUNTY
PURCHASING DIVISION
1800 27th Street
Building "B"
Vero Beach, FL 32960

*** * END OF SECTION * ***

SECTION 00100
INSTRUCTIONS TO BIDDERS
(Based Upon EJCDC No. C-700, 2002 Edition)

1.01 DEFINED TERMS

Terms used in these Instructions to Bidders, that are defined in the Standard General Conditions of the Construction Contract (No.C-700, 2002 edition), as may be amended by the Supplementary Conditions, have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement for Bids, Instructions to Bidders, Bid Form, Sworn Statement Under the Florida Trench Safety Act, Statement Under Section 105.08 and Certification Regarding Scrutinized Companies, General Information Required of Bidders, and the proposed Agreement.

1.02 COPIES OF BIDDING DOCUMENTS

A. Copies of the Bid Documents and specifications containing the necessary contract documents are available at: www.demandstar.com or by selecting "current solicitations" at <http://www.ircgov.com/Departments/Budget/Purchasing/index.htm>.

B. Complete sets of Bid Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

C. Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use of the Bidding Documents.

1.03 QUALIFICATIONS OF BIDDERS

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.

- A. Bidder must have and demonstrate at least five years' experience in the construction of similar projects of this size and larger.
- B. Bidder must have successfully constructed, as prime CONTRACTOR, at least three projects similar in scope to this project.
- C. Bidder must have good recommendations from at least three clients similar to the OWNER.
- D. The Bidder's superintendent and assistants must be qualified and experienced in similar projects in all categories.
- E. Bidder must be able to provide evidence of authority to conduct business in the jurisdiction in which the project is located.
- F. Contractor 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.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder, before submitting a bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the work, (c) consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors, or discrepancies in the Contract Documents.
- B. Any information or data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information or data furnished to Owner and Engineer by owners of such underground facilities or others, Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- C. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any examinations, investigations, explorations, tests, and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work and which Bidder deems necessary to determine its Bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- D. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- E. The lands upon which the work is to be performed, right-of-way and easements for access thereto and other lands designed for use by the Contractor in performing the work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by and paid for by the Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.
- F. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Instructions to Bidders, that without exception the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

1.05 PRE-BID CONFERENCE

The date, time, and location for a Pre-Bid conference, if any, are specified in the Advertisement for Bids. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are strongly encouraged to attend and participate in the conference and highly recommended to attend the subsequent site visit. OWNER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

1.06 INTERPRETATIONS AND ADDENDA

- A. **All questions about the meanings or intent of the Contract Documents are to be directed in writing to the Purchasing Department** by email to purchasing@ircgov.com. Interpretation or clarifications considered necessary by Owner in response to such questions will be issued by Addenda uploaded to Demandstar and Vendor Registry. Questions received less than **ten (10) days** prior to the date for the opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will not be binding and will be without legal effect.
- B. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer. Only the interpretation or correction issued by Owner or Engineer by Addendum shall be binding. Prospective Bidders are advised that no other source is authorized to give information concerning the documents or to explain or interpret the documents.
- C. All Bidders will acknowledge in the space provided for in Section 00310 BID FORM, the receipt of all Addenda and will confirm that the Addenda have been considered in the preparations of their proposal.

1.07 BID SECURITY

- A. Each Bid must be accompanied by Bid Security made payable to Owner in an amount of not less than five percent of the Bidder's total bid price and in the form of a certified check; cashier's check drawn on any bank authorized to do business in the state of Florida; or an AIA Document A310 Bid Bond issued by a surety meeting the requirements of Paragraph 5.01B of the General Conditions as may be supplemented in the Supplementary Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Public Construction Bond, and Insurance Certificates whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required Public Construction Bond and required insurance certificates within fifteen calendar days after the Notice of Award, Owner may annul the Notice of Award, and the Bid Security of that Bidder will be retained by the County.
- C. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh (7th) day after the effective date of the Agreement or the ninety-first (91st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid

security with bids which are not competitive may be returned before the end of the ninety-day (90) period.

1.08 CONTRACT TIME

The number of days within which, or dates by which, the work is to be substantially completed and also complete and ready for final payment (the Contract Time) are set forth in the Agreement (Section 00530).

1.09 LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement (Section 00530).

1.10 SUBSTITUTE OR "OR EQUAL" ITEMS

The Agreement, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Bidder if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Bidder and consideration by Engineer is set forth in Paragraph 6.05 of the General Conditions as may be supplemented in the Supplementary Conditions.

1.11 BID FORM

- A. The Bid Form is included with the Bidding Documents. Only the bid form provided by OWNER is acceptable (Bidders are not to recreate the bid form. **Altered or recreated bid forms will result in rejection of the bid.**)
- B. All blanks on the Bid Form must be completed in ink or by typewriter. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. All names must be typed or printed below the signature.
- D. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- E. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and official address of the partnership must be shown below the signature.
- F. All names must be typed or printed below the signature.
- G. The address and telephone number for communications regarding the Bid must be shown.

- H. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number or county registration number for the state or county of the Project, if any, shall also be shown on the Bid form.
- I. Additional forms to be submitted with Bid Form include: Section 00410 – "AIA Document A310 Bid Bond"; Section 00431 – "Schedule of Subcontractors"; Section 00432 - "Certification Regarding Prohibition against Contracting with Scrutinized Companies"; Section 00452 – "Disclosure of Relationships"; Section 00454 - "Trench Safety Act Compliance Statement"; Section 00456 – "General Information Required of Bidders"; and Section 00458 – Drug Free Workplace Certification.

1.12 SUBMISSION OF BIDS

- A. All Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be enclosed in an opaque sealed envelope, clearly marked on the outside with the following information: Project Name/Title; Bid Number; and the name and address of the Bidder. If the Bid is sent through the mail, overnight delivery system, or courier, the sealed envelope, marked as set forth above, shall be enclosed in a separate outer envelope with the notation "BID ENCLOSED" on the outside.
- B. The Bidder shall submit the Bid in duplicate (one original and one copy) on the Bid Forms furnished herewith. The blank spaces on the Bid Form shall be filled in correctly for each Bid Item for which a Bid is submitted. Bid form shall not be recreated by Bidders. Any recreation or modification to the Bid Form will result in disqualification. All Bids shall be accompanied by the Bid Security and other required documents.

1.13 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids 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 at any time prior to the opening of Bids.
- B. If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

1.14 OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of base Bids and major alternates (if any) will be made available after the opening of Bids.

1.15 BIDS TO REMAIN SUBJECT OF ACCEPTANCE

The County reserves the right to delay awarding of the Contract for a period of Ninety (90) days after the bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause/or to accept the bid that, in its judgement, will serve the best interest of Indian River County, Florida. The County will not reimburse any Bidder for bid preparation costs.

1.16 AWARD OF CONTRACT

- A. Owner reserves the right: to reject any and all Bids in whole or in part with or without cause; to waive any and all technicalities and informalities not involving price, time, or changes in the work; to negotiate contract terms with the Successful Bidder; to disregard all non-conforming, non-responsive, unbalanced, or conditional Bids; and to accept the bid that, in its judgment, will serve the best interest of Indian River County. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Owner reserves the right to cancel the award of any Agreement at any time before the execution of such Agreement by all parties without any liability to the Owner. For and in consideration of the Owner considering Bids submitted, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith. The County will not reimburse any Bidder for bid preparation costs.
- B. In evaluating Bids, Owner will consider the qualifications of the Bidder, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form prior to the Notice of Award.
- C. Owner may consider the qualifications and experience of subcontractors listed on the Schedule of Subcontractors (Section 00431), together with the qualifications and experience of other subcontractors, suppliers, and other persons and organizations proposed for the work that are required to be identified as provided in the Supplementary Conditions. Owner may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- D. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and establish the responsibility, qualifications, and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- E. If the Agreement is to be awarded, it will be awarded to the lowest, responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.
- F. If the Agreement is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety days after the day of the Bid opening.
- G. More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that one Bidder is financially interested in more than one bid for the same work will cause the rejection of all Bids in which such Bidders are believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders, and no participants in such collusion will be considered in future Bids for the same work.
- H. Within fifteen (15) calendar days of the date of the Notice of Award of the Contract, the Bidder to whom the Contract is awarded shall execute and deliver two (2) original

Contracts to the Owner and all required insurance certificates and public construction bond, before the Contract will be executed by the Owner.

- I. Failure upon the part of the Bidder to whom the Contract has been awarded to execute and deliver the required Public Construction Bond and insurance in the manner and within the time provided shall be just cause for cancellation of the award. It is understood and agreed by said Bidder, that if the award is cancelled for the above persons, the certified check, cashier's check or Bid Bond shall become the property of the Owner, not as a penalty, but as liquidated damages.

1.17 PUBLIC CONSTRUCTION BONDS

The successful Bidder as Contractor shall furnish the County immediately upon execution of the Contract a Public Construction Bond in an amount equal to 100-percent of the contract price. The Surety shall be authorized to issue surety bonds in Florida and be included in the most recent United States Department of Treasury List of Acceptable Sureties. The successful Bidder shall require the attorney-in-fact, who executed the Public Construction Bond, to affix to each a current certified copy of their Power of Attorney, reflecting such person's authority as Power of Attorney in the State of Florida. Further, at the time of execution of the Contract, the successful Bidder shall provide a copy of the Surety's current valid Certificate of Authority issued by the United States Department of the Treasury under 31 United States Code sections 9304-9308.

1.18 PUBLIC DISCLOSURE STATEMENT

Any entity entering into a contract with Indian River County as Owner shall disclose any relationship that may exist between the contracting entity and an Indian River County Commissioner or Indian River County employee. The relationship with either 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, 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.

1.19 FLORIDA PRODUCED LUMBER

The selected Bidder as Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as such statute may be amended from time to time, wherein Indian River County as Owner must specify lumber, timber and other forest products produced and manufactured in Florida whenever such products are available and their price, fitness and quality are equal.

1.20 TRENCH SAFETY

Florida Statutes Section 553.60 through 553.64, known as the "Trench Safety Act" requires all contractors engaged by Indian River County, Florida to comply with Occupational Safety and Health Administration's excavation safety standard, found in 29 C.F.R. s. 1926.650 Subpart P. All prospective subcontractors are required to sign a Trench Safety Act Compliance Statement and provide compliance cost information where indicated. The costs for complying with the Trench Safety Act must be incorporated into the Bid.

1.21 PUBLIC ENTITY CRIME STATEMENT

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.

1.22 CERTIFICATION REGARDING SCRUTINIZED COMPANIES

"Contractor certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

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."

1.23 PERMITS, IMPACT, AND INSPECTION FEES.

In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection

fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. ALL PERMIT, IMPACT, OR INSPECTION FEES PAYABLE TO INDIAN RIVER COUNTY IN CONNECTION WITH THE WORK ON THIS COUNTY PROJECT WILL BE PAID BY INDIAN RIVER COUNTY, WITH THE EXCEPTION OF RE-INSPECTION FEES AS SET FORTH IN THE CONTRACT. The Bidder shall not include ANY PERMIT, IMPACT, NOR INSPECTION FEES payable to Indian River County in the bid. No other permitting agencies are anticipated to be involved in this project.

1.24 NON-DISCRIMINATION

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

1.25 LOCAL PREFERENCE

OWNER has no local ordinance or preferences, as set forth in FS 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

1.26 PROTEST PROCEDURE

Any actual or prospective bidder who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder 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 applicable Department and the Office of the County Attorney.

1.27 CONE OF SILENCE

Potential bidders/respondents and their agents must not communicate in any way with the Board of County Commissioners, County Administrator, Engineer(s) 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.

END OF SECTION

**SECTION 00310
BID FORM**

SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

Bid 2022020

THIS BID IS SUBMITTED TO: **Indian River County Purchasing Division
1800 27th Street
Vero Beach, FL 32960**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Contract Documents and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders. This Bid will remain subject to acceptance for **ninety (90) days** after the day of Bid opening. Bidder will sign and submit the Agreement with the insurance and other documents required by the Owner within fifteen (15) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, the work, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the work.

- (c) Bidder acknowledges and agrees that it is bidding on construction of improvements at the South WWTF. Please refer to the construction drawings labeled: SWWTF REUSE CONTROL PANEL REPLACEMENT

- (d) Bidders are notified that the estimates of the quantities of the various items of Work and materials as set forth in the Bid Proposal (Schedule of Bid Items) are approximate only and are given solely to be used as a uniform basis for the comparison of Bids. The quantities actually required to complete the Project and Work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the CONTRACTOR by reason thereof.

- (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit

a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete and include with the bid the Bid Proposal (Schedule of Bid Items) attached to this Bid Form. The quantities shown on the Bid Proposal Schedule of Bid Items) are approximate quantities. The actual quantities may vary.
5. The following documents are attached to and made a part of this Bid:
 - (a) Bid Form (Section 00310);
 - (b) Schedule of Subcontractors (Section 00431);
 - (c) Certification Regarding Prohibition Against Contracting with Scrutinized Companies (Section 00432)
 - (d) Disclosure of Relationships (Section 00452);
 - (e) Sworn Statement Under the Florida Trench Safety Act (Section 00454);
 - (f) General Information Required of Bidders (Section 00456);
 - (g) Drug Free Workplace Certification (Section 00458);
 - (h) A current certificate of insurance evidencing coverages and limits in the amounts required by the Contract Documents.

SCHEDULE A SCHEDULE OF BID ITEMS					
BID NUMBER 2022020					
PROJECT IDENTIFICATION: South County RO Treatment Improvement					
THIS BID IS SUBMITTED TO:			INDIAN RIVER COUNTY PURCHASING DIVISION		
			1800 27th STREET		
			VERO BEACH, FLORIDA 32960		
BY:			Company Name		
Bid Item No.	Bid Item Description	Unit of Measure	Unit Price	Quantity	Bid Item Total (in figures)
1	Mobilization and Demobilization	LS	\$	1	\$
2	General Construction	LS	\$	1	\$
Subtotal (Bid Items 1 and 2):					\$
3	Contingency Allowance	ALLOW	\$40,000.00	1	\$40,000.00
Total Bid Amount:					\$

Total Bid Amount in words: _____

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agrees 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: 1) alter any resulting contract; or 2) request additional compensation.

SUBMITTED on _____, 20__.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

(_____) _____ - _____
Phone

Date Signed

(Corporate Seal)

E-mail: _____

Business Tax Receipt No. _____

FEIN Number: _____

State Contractor License No. _____

SECTION 00410

AIA DOCUMENT A310 BID BOND

The Contractor shall use the document form entitled "AIA Document A310 Bid Bond".

END OF SECTION

SECTION 00432

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

This form must be submitted with each 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: _____

SECTION 00452

**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 No. 2022020 for SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address 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.

END OF SECTION

SECTION 00454 - Sworn Statement Under the Florida Trench Safety Act

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bid No. 2022020 for
SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL
PANEL REPLACEMENT
(Name of Project)

2. This Sworn Statement is submitted by _____
(Legal Name of Entity Submitting Sworn Statement)
_____, hereinafter
"BIDDER". The BIDDER's address is _____
_____.
BIDDER's Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the BIDDER
(Print Name of Individual Signing)
is _____.
(Position or Title)
I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et.seq. Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.

6. The BIDDER has allocated and included in its bid the total amount of _____, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project:

_____.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness, or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

7. The BIDDER has allocated and included in its bid the total amount of \$_____ based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project:
_____.

The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

8. The BIDDER, in submitting this bid, represents that it has obtained and considered all available geotechnical information, has utilized said geotechnical information and that, based on such information and the BIDDER's own information, the BIDDER has sufficient knowledge of the Project's surface and subsurface site conditions and characteristics to assure BIDDER's compliance with the applicable Trench Safety Standards in designing the trench safety system(s) for the Project.

BIDDER: _____

By: _____

Position or Title: _____

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.

**** END OF SECTION ****

SECTION 00456

GENERAL INFORMATION REQUIRED OF BIDDERS

The undersigned Bidder guarantees the truth and accuracy of all statements and answers herein contained. Failure to comply with these requirements may be considered sufficient justification to disqualify a Bidder. Additional sheets shall be attached as required.

Documentation Submitted with Indian River County Bid No: 2022020 for the SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

1. How many years has your organization been in business as a General Contractor?

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. Provide the name, title, and contact information, including email address and phone numbers, of three individuals or corporations for which you have performed similar work that Indian River County may contact for a reference:

5. Name of person who inspected site or proposed work for your firm:
Name: _____ Date of Inspections: _____
Describe any anticipated problems with the site and your proposed solutions:

6. Will you Subcontract any part of this Work? If so, describe which portions:

7. What equipment do you own that is available for the work?

8. What equipment will you purchase for the work?

9. What equipment will you rent for the work?

10. Florida General Contractor's License No: _____

11. The following is given as a summary of the Financial Statement of the undersigned:
(List Assets and Liabilities and use insert sheet if necessary.)

12. List the names and titles of **ALL** officers of Contractor's firm:

_____	_____
_____	_____
_____	_____

13. _____
State the true and exact, correct, and complete name under which you do business.
BIDDER is:

14. State your total bonding capacity:

15. State your bonding capacity per job.

16. Please provide name, address, telephone number, and contact person of your bonding company.

17. List all litigation cases during the past three (3) years in which the Contractor has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

18. List five references from projects similar in size or larger.

Owner	Project Name	Contact name, phone and email	Description

END OF SECTION

**SECTION 00458
DRUG-FREE WORKPLACE CERTIFICATION**

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 _____

SECTION 00530 – EJCDC STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE
**SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL
REPLACEMENT**

THIS AGREEMENT (“Agreement” or “Contract”), dated the _____ day of _____ in the year 2021 by and between Indian River County, a political subdivision 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

Furnish all labor, equipment and materials necessary to construct all improvement elements at the South County Wastewater Treatment Facility described in the plans and these specifications:

Demolition of existing Reuse Control Panel (RCP); construction of three (3) Variable Frequency Drives (VFDs) for the reuse pump station pumps; and replacement of three (3) existing reuse pump station pump motors with new 100-hp, TEFC, inverter duty rated motors; construction of instrumentation, and all other wiring, labor, materials to provide a fully functional system.

ARTICLE 2 ENGINEER

The South County Wastewater Treatment Facility (SWWTF) Reuse Control Panel Replacement project has been designed by Kimley-Horn and Associates, hereinafter called ENGINEER, and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 CONTRACT TIME

3.1 The CONTRACTOR shall be substantially completed with the following timeframe

- (a) Within 30 calendar days from effective date of Notice to Proceed, Contractor shall complete the following tasks:
 - 1. Obtain all necessary permits.
 - 2. Submit shop drawings for all materials and equipment to be utilized on the job.
 - 3. Perform all photographic recording and documentation of conditions prior to construction.
 - 4. Locate all existing utilities in the area of work.
 - 5. Secure approval of shop drawings.
 - 6. Mobilize all labor, equipment, and materials and prepare the site.
 - 7. Notify all utilities and other affected parties prior to initiating construction.

- (b) From 31 calendar days to 270 calendar days from the effective date of Notice to Proceed, the CONTRACTOR shall complete the following tasks:
 - 1. Install all mechanical and electrical equipment, pipe and appurtenant items.
 - 2. Perform all equipment start-ups and field testing.

3. Restore all disturbed areas to their pre-construction condition.
4. Correct all deficiencies noted by Engineer.

Completion of all tasks outlined above (i.e., Subparagraphs a) and b) constitutes Substantial Completion.

(c) From 271 calendar days to 300 calendar days from the effective date of Notice to Proceed, the CONTRACTOR shall complete the following tasks:

1. Clean up project area.
2. Remove all equipment and material from project site.
3. Perform contract closeout procedures.
4. Demobilize.

3.2 Completion of all tasks outlined above (i.e., Subparagraphs a, b, and c) constitute Final Completion.

3.3 Liquidated Damages. OWNER and CONTRACTOR 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They 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 four-hundred and fifty dollars (\$450.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER four-hundred and fifty dollars (\$450.00) for each day that expires after the time specified in Paragraphs 3.1 and 3.2 for completion and readiness for final payment.

3.3.1 The CONTRACTOR and OWNER agree that OWNER is authorized to deduct all or any portion of the above-stated liquidated damages due to the Owner from payments due to the Contractor; or, in the alternative, all or any portion of the above-stated liquidated damages may be collected from the Contractor or its Surety or Sureties. These provisions for liquidated damages shall not prevent the OWNER, in case of the CONTRACTOR's default, from terminating the Contractor's right to proceed as provided in this AGREEMENT.

3.3.2 In addition to the above-stated liquidated damages, the CONTRACTOR shall be responsible for reimbursing OWNER to third party consultants in administering the Project beyond the Final Completion date specified in this Agreement, or beyond an approved extension of time granted to CONTRACTOR, whichever date is later.

ARTICLE 4 CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds in the amount of \$_____.

ARTICLE 5 PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and the Contract Documents.

- 5.1 The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.
- 5.2 Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.
- 5.3 Paragraphs 5.1 and 5.2 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.
- 5.4 ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and acceptance, the ENGINEER will promptly make such inspection and when the ENGINEER finds the work acceptable under the terms of the Contract and the Contract fully performed, the ENGINEER will promptly issue a final completion certificate stating that the work provided for in this Contract has been completed, and acceptance by the OWNER under the terms and the conditions thereof is recommended and the entire balance found to be due the CONTRACTOR, will be paid to the CONTRACTOR by the OWNER following County Commission approval of the final Contract payment.
- 5.5 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 Contract 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 the Contract Documents or the Payment and Performance Bonds.

ARTICLE 6 INTEREST

Not Applicable.

ARTICLE 7 CONTRACTOR'S REPRESENTATIONS

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

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and accepts the determination set forth in Paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as CONTRACTOR considers necessary for the performance of furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.04 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.7 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.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1 This Agreement (Section 00530)
- 8.2 General Conditions (Section 00700).

- 8.3 Supplementary Conditions (Section 00800).
- 8.4 Notice to Proceed (Sample Provided in Section 00800)
- 8.5 Public Construction Bond (Section 00600)
- 8.6 Certificate(s) of Liability Insurance (Section 00620)
- 8.7 Contractor's Application for Payment (Sample Provided in Section 00800)
- 8.8 Certificate of Substantial Completion (Sample Provided in Section 00800)
- 8.9 Final Release of Lien (Sample Provided in Section 00800)
- 8.10 Technical Specifications bearing the title "**South County Wastewater Treatment Facility (SWWTF) Reuse Control Panel Replacement**"
- 8.11 Drawings Titled "**SWWTF Reuse Control Panel Replacement**"
- 8.12 Addenda numbers _____ to _____, inclusive.
- 8.13 CONTRACTOR'S Bid (Section 00310).
- 8.14 Bid Bond (Section 00410)
- 8.15 Schedule of Subcontractors (Section 00431).
- 8.16 Certification Regarding Prohibition Against Contracting with Scrutinized Companies (Section 00432).
- 8.17 Disclosure of Relationships (Section 00452).
- 8.18 Sworn Statement under the Florida Trench Safety Act (Section 00454).
- 8.19 General Information Required of Bidders (Section 00456).
- 8.20 Drug Free Workplace Certification (Section 00458).
- 8.21 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.04 of the General Conditions (Samples provided in Section 00800).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.04 of the General Conditions.

ARTICLE 9 MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions, as supplemented by the Supplementary Conditions, will have the meanings indicated in the General Conditions.
- 9.2 It is agreed that the CONTRACTOR shall not assign, transfer, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the OWNER and concurred to by the sureties. Any attempted assignment shall be void and may, at the option of the OWNER be deemed an event of default hereunder. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the OWNER who may be a party hereto.
- 9.3 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 of all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 The CONTRACTOR shall be properly licensed to practice its trade or trades which are involved in the completion of this Agreement and the work thereunder.

- 9.5 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 federal jurisdiction, in the United States District Court for the Southern District of Florida.
- 9.6 The CONTRACTOR shall indemnify and hold harmless the County, 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 construction contract.
- 9.7 Pledge of Credit. The CONTRACTOR shall not pledge the OWNER'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation of indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 9.8. Counterparts. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.
- 9.9. Public Records. 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:
- A. Keep and maintain public records required by the County to perform the service.
 - B. 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.
 - C. 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.
 - D. 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.
 - E. **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**

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

[The remainder of this page has been left blank intentionally]

This Agreement will be effective on _____, 2021 (the date the Contract is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY _____

By: _____
Peter D. O'Bryan, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Clerk of Court and Comptroller
(SEAL)

Designated Representative:
Name: Terry Southard
Title: Utility Operations Manager
Contact Info: (772) 226-3404
terrysouthard@ircgov.com

CONTRACTOR:

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:

License No. _____
(Where applicable)

Agent for service of process: _____

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

Phone: _____
Facsimile: _____

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

SECTION 00600
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 <input type="checkbox"/> <input type="checkbox"/>				AUTO ONLY – EA ACCIDENT	\$
					OTHER THAN	EA ACC \$
					AUTO ONLY	AGG \$
A	EXCESS LIABILITY <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

SECTION 00800

**SUPPLEMENTARY CONDITIONS
BID NO. 2022020**

**SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL
REPLACEMENT**

**INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES
BOARD OF COUNTY COMMISSIONERS
1801 27th Street, Vero Beach, Florida 32960**



**SUPPLEMENTARY CONDITIONS
TO THE
GENERAL CONDITIONS**

PART I - AMENDMENTS TO GENERAL CONDITIONS

PART II – FORMS TO BE USED DURING PROJECT CONSTRUCTION

NOTICE OF AWARD – (Sample)

NOTICE TO PROCEED (Sample)

FIELD ORDER

WORK CHANGE DIRECTIVE

CHANGE ORDER

APPLICATION FOR PAYMENT

CERTIFICATE OF SUBSTANTIAL COMPLETION

FINAL RELEASE OF LIEN

DUTIES RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF
RESIDENT PROJECT REPRESENTATIVE

SUPPLEMENTARY CONDITIONS

PART I - AMENDMENTS TO GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC Document No. C-700, 2002 edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC 1.01 A.53 Defined Terms

A Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

53. Modification--A change, revision or deviation in the Work as originally planned or designed as a result of unknown or unexpected field conditions, laws or rules revisions, or discovery of a more efficient or logical method or completion of the Work after Notice to Proceed.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.01. Delete paragraphs 2.01A and B of the General Conditions in its entirety.

SC 2.03A. Delete paragraph 2.03A of the General Conditions in its entirety, and replace with the following:

The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 60 days after the Effective Date of the Agreement.

SC 2.05A1. Add the following immediately at the end of subparagraph 2.05A1: using the Critical Path Method (CPM).

SC 2.05A.4 Add new subparagraph 4 after the existing text of 2.05 of the General Conditions:

4. If this Project is an addition to an existing working plant, then the Contractor shall coordinate with the Owner on tie-ins. The Owner shall have final say on plant shut down times and duration to make tie-ins.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01D. Add new paragraph D immediately after Paragraph 3.01C of the General Conditions:

D. Each and every provision of law and clause required by law to be inserted in these Contract Documents shall be deemed to be inserted herein, and they shall be read and enforced as though it were included herein.

SC3.03A.3. Delete existing subparagraph 3.03A.3 of the General Conditions in its entirety and replace with the following:

Contractor shall not be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or, in the exercise of ordinary care, reasonably should have recognized such conflict, error, ambiguity, or discrepancy and failed to report it in writing to the Owner and the Engineer.

SC 3.03B. Delete existing paragraph 3.03B of the General Conditions in its entirety and replace with the following

B. Resolving Discrepancies. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall be read together as a whole not in isolation so as to give meaning to each provision; however, to the extent there is a conflict or inconsistency between or among provisions, the strictest or most stringent standard shall apply.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC 4.01A. Delete existing paragraph 4.01A of the General Conditions in its entirety and replace it with the following:

A. Owner shall furnish the Site.

SC 4.01B. Delete existing paragraph 4.01B of the General Conditions in its entirety.

SC 4.01D. Add the following after paragraph 4.01C of the General Conditions:

D. Contractor shall provide to the Owner written evidence of authorization to use any private land for staging or storage of material and equipment on the private land. Such written evidence of authorization must be provided to the Owner prior to use of the private land.

SC 4.02A. Delete paragraph 4.02 A. of the General Conditions in its entirety and replace it with the following:

Contractor shall have full responsibility for physical conditions, and Underground Facilities owned by Owner or others, shown or indicated in the Contract Documents.

SC-4.02B. Delete paragraph 4.02B in its entirety and replace with the following:

The information and data shown or indicated in the Contract Documents with respect to Underground Facilities owned by others or contiguous to the Site is based on information and data furnished to Owner or the Engineer by the owners of such Underground Facilities or by others. The Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data.

SC 4.02C, D, and E. Add new paragraphs C, D, and E immediately after Paragraph 4.02B of the General Conditions to read as follows:

C. Field Measurements: Before undertaking each part of the construction, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon

and all applicable field measurements. Contractor shall promptly report in writing to the Owner any conflict, error or discrepancy which Contractor or any of his Subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any aspect of the work affected thereby; provided, however, Contractor shall not be liable to the Owner for failure to report any conflict, error or discrepancy unless Contractor or any of his Subcontractors or Suppliers had actual knowledge thereof or should reasonably have known thereof.

D. Scheduling: Unless it prejudices Work already excavated and uncovered, Contractor shall schedule layout, excavating and uncovering of Work or Underground Facilities a sufficient time in advance to allow the Engineer's review, and the possible amending or supplementing of the Contract Documents via a Work Change Directive, Change Order, or Modification.

E. Utility Coordination.

1. Contractor's Responsibility: The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the Contractor shall be solely responsible for coordinating their relocation. The Contractor shall give proper notices, shall comply with requirements of such parties in the performance of the Work, shall permit entrance of such parties on the Work controlled by the Contractor, and shall pay all charges and fees made by such parties for its Work. The Contractor's attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

2. Connection: At all points where the Work constructed by the Contractor connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by Contractor at no additional expense to Owner (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical, utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

SC 4.03A. Delete 4.03 A of the General Conditions in its entirety and replace with the following:

A. Notice. The Contractor shall promptly, and before conditions of an unusual nature or differing materially from those indicated in the Contract are disturbed, and in no event later than 10 days after first observance of the conditions, notify the Owner and Engineer in writing of: (1) subsurface or latent physical conditions at the Site differing materially from those indicated in this Contract Documents, or (2) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents. The Owner will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under the Contract Documents, unless the Contract is terminated a Change Order shall be issued accordingly based on the Schedule of Values and executed by the Owner and the Contractor. Contractor's failure to provide notice upon discovery of the unusual or differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time. Further, no Claim of the Contractor under this paragraph 4.03A shall be allowed unless the Contractor has given the notice as required in this paragraph 4.03A.

SC 4.03B. Delete paragraph 4.03B of the General Conditions in its entirety.

SC 4.03C.1. Delete subparagraphs 4.03C1b. of the General Conditions in its entirety and replace with the following.

4.03.C. Possible Price and Times Adjustments

The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, such condition must meet any one or more of the categories described in Paragraph 4.03.A.

SC 4.03C3. Delete paragraph 4.03C3. of the General Conditions in its entirety.

SC-4.05B. Add the following new paragraph immediately after paragraph 4.05A of the General Conditions to read as follows:

The Contractor shall furnish all stakes, templates and other materials necessary for establishing and maintaining the lines and grades necessary for control and construction of the Work. Engineer may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.

SC 4.06D. Delete the last sentence of paragraph 4.06D of the General Conditions in its entirety

SC 4.06G. Delete paragraph 4.06G of the General Conditions in its entirety.

SC 4.07. Add new paragraph 4.07 of the General Conditions to read as follows:

4.07. Archaeological or Historical Resources at Site. If Archaeological or Historical Resources are revealed, uncovered, or discovered at the Site, Contractor shall cease work immediately and promptly, and before such conditions are disturbed, and in no event later than 5 days after first observance of the conditions, notify the Owner and Engineer in writing of such conditions. Owner shall obtain the services of an Archaeologist registered with the State of Florida Register of Professional Archaeologists. Based on Archaeologist's determination, if Owner finds that such conditions cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, unless Contract is terminated a Change Order shall be entered accordingly. Contractor's failure to provide notice upon discovery of the Archaeological or Historical Resources shall waive any entitlement to Contractor for such an adjustment in the Contract Price or Contract Time.

ARTICLE 5 - BONDS AND INSURANCE

SC 5.01A. Delete existing paragraph 5.01A of the General Conditions in its entirety and replace with the following:

5.01A. Contractor shall furnish Public Construction Bond, in an amount equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The Bond shall remain in effect at least until one year after the date when final payment is made, except as provided otherwise by Laws and Regulations or by the Contract Documents. Pursuant to Florida Statutes section 255.05(1)(c), any claimant (as such term is defined

in Florida Statutes section 713.01) may apply to Indian River County as Owner for copies of the Agreement and the recorded payment and performance bonds and shall thereupon be furnished with certified copies of such documents.

SC 5.02A. Delete the words "Owner or" in line two.

SC 5.03B. Delete existing paragraph 5.03B of the General Conditions in its entirety.

SC 5.04B. Delete existing paragraph 5.04B of the General Conditions in its entirety and replace with the following:

B. The Contractor shall not commence Work under the Agreement until it has obtained all insurance required under the Contract Documents and the Indian River County Risk Manager has approved such insurance. The Contractor shall procure and maintain, as set forth herein, the minimum insurance coverage as set forth in the Contract Documents. The cost of such insurance shall be included in the Contract Price.

SC 5.04. Add Sections C, D, E, F and G

C. The insurance required by paragraph 5.04A of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation: To meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include employers' liability with a limit \$500,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee. Such policy shall include a waiver of subrogation as against Owner on account of injury sustained by an employee(s) of the Contractor.
2. Commercial General Liability: A per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations including X, C, U (Explosion, Collapse, Underground) Broad Form Property Damage, Broad Form Property Damage Endorsement, with a combined single limit of not less than \$1,000,000 general aggregate to include products/completed operations, personal injury/advertising liability, fire damage/legal liability, and medical payments. Limits can be layered with an Excess Liability Policy (Umbrella).
3. Business Auto Liability: Business Auto Liability: Coverage shall include Owned vehicles and Hired/Non-Owned vehicles, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection -- statutory limits; \$300,000 uninsured/underinsured motorist; \$300,000/hired/non-owned auto liability. Limits can be layered with Excess Liability Policy (Umbrella).
4. Contractor's Builders' Risk "All Risk" Insurance: – All risk coverage with limits equal to one hundred percent (100%) of the completed value of the Work. There shall be a waiver of occupancy endorsement to enable the Owner to occupy the facility under construction during such activity. The policy must be endorsed to provide machinery/equipment endorsement during transit and installation, and Owner direct purchase materials, if any. The maximum deductible under this coverage is \$10,000 per claim, except Wind Storm coverage which will have a maximum deductible equal to 2 percent of the completed value of the work.

D. Insurance Requirements – Fifteen (15) days prior to the commencement of any Work under the Contract Documents, a certificate of insurance shall be provided to the Indian River County Risk Manager for review and approval. The certificate shall provide that: (a) Indian River County as Owner

and Kimley-Horn and Associates as Engineer be named as an additional insured on the commercial general liability, auto liability, and Contractor's Builders' Risk "All Risk" insurance policies; (b) the Contractor's insurance coverage shall be primary; and (c) Indian River County as Owner and will be given thirty (30) days' notice prior to cancellation or modification of any required insurance and such notice shall be in writing by registered mail, return receipt requested and addressed to the Indian River County Risk Manager. The Contractor shall be responsible to ensure that all subcontractors comply with all insurance requirements of the Contract Documents.

E. All coverage shall be maintained without interruption from the date of commencement of the Work and remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07. In addition, with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such insurance shall remain in effect for at least two years after final payment. Contractor shall furnish Owner and Engineer with evidence satisfactory to Owner of the continuation of such insurance at final payment and again one year thereafter, so that Owner is assured of such continuing coverage.

F. All insurers must be authorized to do business in Florida and have a Best Key Rating of A- VII.

G. The insurance companies selected shall send written verification to the Indian River County Risk Manager that they will provide 30 days prior written notice to the Indian River County Risk Manager of its intent to cancel or modify any required policies of insurance.

SC 5.05. Delete existing paragraph 5.05 of the General Conditions in its entirety.

SC-5.06. Delete existing paragraph 5.06 of the General Conditions in its entirety.

SC-5.07. Delete existing paragraph 5.07 of the General Conditions in its entirety and replace with the following.

5.07. All insurance policies provided by the Contractor shall contain provisions to the effect that the insurer waives all rights of subrogation against any of the insured, additional insured, (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) Owner and the Engineer.

SC-5.08. Delete existing paragraph 5.08 of the General Conditions in its entirety.

SC-5.09. Delete existing paragraph 5.09 of the General Conditions in its entirety.

SC-5.10. Delete existing paragraph 5.10 of the General Conditions in its entirety.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC 6.01B. Delete paragraph 6.01B of the General Conditions in its entirety, and replace with the following:

6.01B. Contractor shall employ a competent superintendent and necessary assistants who shall be assigned to, and in attendance at, the Project Site during performance of the Work. So long as the superintendent remains employed by the Contractor or any related entity, the superintendent shall not be replaced without the Owner's prior written consent, except under extraordinary circumstances.

The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

SC-6.02C and D. Add the following new paragraphs immediately after paragraph 6.02B. of the General Conditions which are to read as follows:

C. Regular working hours are defined as 8 hours per day, Monday through Friday, excluding holidays, between the hours of 7:00 AM and 6:00 PM. Requests to work other than regular working hours shall be submitted to Engineer not less than 48 hours prior to any proposed weekend work or scheduled extended work weeks. Occasional unscheduled overtime on weekdays may be permitted provided two hours notice is given to Engineer.

D. Contractor shall reimburse the Owner for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours stipulated in SC-6.02C. At Owner's option, overtime costs may either be deducted from the Contractor's monthly payment request or deducted from the retainage prior to release of final payment. Overtime costs for the Owner's personnel shall be based on the individual's current overtime wage rate. Overtime costs for personnel employed by the Engineer or Owner's independent testing laboratory shall be calculated in accordance with the terms of their respective contracts with the Owner.

SC 6.04A.1 Add the following sentence immediately after the existing text in paragraph 6.04 A.1 of the General Conditions:

Additionally, any and all changes to the Project's critical path must be reflected in each Project schedule.

SC-6.04.A.3 Add the following paragraph immediately after paragraph GC-6.04.A.2 of the General Conditions:

6.04.A.3. Contractor shall give Owner full information in advance as to its plans for performing each part of the Work. If at any time during the progress of Work, Contractor's actual progress is inadequate to meet the requirements of the Contract Documents, Owner may, but is not obligated to, so notify Contractor. In such event, Contractor acknowledges and agrees that Contractor shall implement some or all of the following remedial actions at the sole cost and expense of Contractor: (a) Increase manpower in such quantities and crafts as necessary to eliminate the backlog of Work; (b) Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work; or (c) Reschedule the Work in conformance with the specifications. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of Work and rate of progress required by the Contract Documents. Failure of Contractor to implement some or all of the remedial actions may be grounds for determination by Owner that Contractor is not prosecuting its Work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Contractor's right to proceed with the performance of the Contract Documents, or any separable part thereof, in accordance with the applicable provisions of this Contract Documents.

SC-6.06A. Delete Paragraph 6.06A of the General Conditions in its entirety and replace with the following:

A. Contractor shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom Owner may have reasonable objection. Acceptance of any Subcontractor, Supplier or other person or organization by Owner shall not constitute a waiver of any right of Owner

to reject defective Work. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization against whom Contractor has reasonable objection.

SC-6.06B. Delete Paragraph 6.06B of the General Conditions in its entirety.

SC-6.08. Delete Paragraph 6.08 of the General Conditions in its entirety and replace with the following:

ALL PERMIT, IMPACT, OR INSPECTION FEES APPLICABLE AT THE TIME OF OPENING OF BIDS THAT ARE PAYABLE TO INDIAN RIVER COUNTY IN CONNECTION WITH THE WORK ON THIS COUNTY PROJECT WILL BE PAID BY INDIAN RIVER COUNTY. Contractor acknowledges that the foregoing items are governed by the provisions of Florida Statutes section 218.80, Public Bid Disclosure Act. Further, Contractor shall pay the applicable business tax and obtain a business tax receipt from the Indian River County Tax Collector. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all applicable construction permits. Owner shall reimburse Contractor for the cost of such permits on the basis of actual cost. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Any permits issued after issuance of bid documents will be provided as an Addendum. Contractor acknowledges that the foregoing items are governed by the provisions of Florida Statutes section 218.80, Public Bid Disclosure Act.

SC 6.11 A.3. Delete the words: "arbitration or" in line 9 of paragraph 6.11 A.3 of the General Conditions.

SC-6.20A. Delete paragraph 6.20A of the General Conditions in its entirety and replace with the following:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the commissioners, officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all liability claims, costs, losses, and damages 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.

SC-6.21E. Delete paragraph 6.21E of the General Conditions in its entirety and replace with the following:

E. Contractor shall not be responsible for the adequacy of the performance criteria or design criteria required by or contained in the Contract Documents.

ARTICLE 7 OTHER WORK AT THE SITE

SC-7.01A. Delete paragraph 7.01A of the General Conditions in its entirety and replace with the following:

7.01A. Related Work at Site. Owner may perform other work related to the Project at the Site with Owner's employees, or pursuant to direct contracts with others. If such other work is not noted in the Contract Documents, then written notice thereof will be given by Owner to Contractor prior to Owner starting any such other work; and Contractor shall perform in accordance with Article 7 of the General Conditions.

ARTICLE 8 OWNER'S RESPONSIBILITIES

SC-8.02. Delete paragraph 8.02 of the General Conditions in its entirety and replace with the following:

A. If Owner terminates the employment of Engineer, Owner may appoint another engineer whose status under the Contract Documents shall be that of the former Engineer.

SC-8.04. Delete paragraph 8.04 of the General Conditions in its entirety and replace with the following:

A. Payments under this contract are governed by the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

SC-8.06. Delete paragraph 8.06 of the General Conditions in its entirety.

SC-8.11. Delete paragraph 8.11 of the General Conditions in its entirety.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.02. Delete the first sentence of paragraph 9.02A of the General Conditions in its entirety and replace with the following:

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified Engineer the progress that has been made and the quality of the various aspects of Contractor's executed Work.

SC-9.03B. Add the following new paragraph immediately after paragraph 9.03A of the General Conditions which is to read as follows:

B. Engineer will furnish a part-time Resident Project Representative. Contractor is responsible to give 24-hour notice on all required inspections so that the Resident Project Representative may be present.

SC 9.04 A. Delete the third sentence of paragraph 9.04A of the General Conditions in its entirety and replace with the following:

However, if Contractor claims entitlement to additional time or money as a result of the Field Order, such entitlement is conditioned upon obtaining a Change Order authorized and executed by Owner after timely making a Claim as provided in the Contract Documents.

SC 9.08 A. Delete the second sentence of 9.08A of the General Conditions in its entirety and replace with the following:

Except for: (a) Claims for differing subsurface or physical conditions governed by paragraph 4.03; and (b) claims for time extensions governed by paragraph 12.03, all matters in question and other matters between Owner and Contractor arising prior to the date final payment is due, relating to the acceptability of the Work and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 15 days after occurrence of the event giving rise to such Claim or within 15 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later; provided, however, the Owner shall make all final determinations of such matters.

SC 9.08 C. Delete paragraph 9.08C of the General Conditions in its entirety

SC 9.08 D. Delete paragraph 9.08D of the General Conditions in its entirety

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC 10.03.A.1 Add “and” at the end of this paragraph.

SC 10.03.A.2 Delete “and” at the end of this paragraph.

SC 10.03 A.3. Delete subparagraph 10.03.A.3 of the General Conditions in its entirety

SC 10.05.A. Delete paragraph 10.05.A of the General Conditions in its entirety and replace with the following:

A. All Claims shall initially be referred to the Engineer for decision.

SC 10.05.B. Delete paragraph 10.05.B of the General Conditions in its entirety and replace with the following:

Notice: Except for: (a) Claims for differing subsurface or physical conditions governed by paragraph 4.03; and (b) claims for time extensions governed by paragraph 12.03, Claims by either party shall be initiated within 15 days after occurrence of the event giving rise to such Claim or within 15 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, by written notice of the amount or extent of the Claim, dispute, or other matter with supporting data to the Engineer and the other party by written notice stating the general nature of each Claim, dispute, or other matter delivered by the claimant to Engineer and the other party to the Contract. A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract Documents.

SC 10.05 C, D, and E. Delete paragraphs 10.05C, D, and E of the General Conditions in its entirety.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 11.01A. Delete paragraph 11.01.A of the General Conditions in its entirety.

SC 11.01B. Delete paragraph 11.01B of the General Conditions in its entirety.

SC 11.02A. Delete paragraph 11.02.A of the General Conditions in its entirety and replace with the following:

It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to Owner.

SC 11.02 B, C, and D. Delete paragraphs 11.02B, C, and D of the General Conditions in their entirety.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

SC 12.01A. Delete paragraph 12.01A of the General Conditions in its entirety and replace with the following:

The Contract Price may only be changed by a Change Order or by a Work Change Directive. Any Claim for an adjustment in the Contract Price shall be based on written notice in accordance with the provisions of paragraph 10.05.

SC 12.01B2. Delete paragraph 12.01B2 of the General Conditions in its entirety and replace with the following:

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum.

SC 12.01B3. Delete paragraph 12.01B3 of the General Conditions in its entirety.

SC12.01C. Delete paragraph 12.01C of the General Conditions in its entirety.

SC 12.03A and B. Delete paragraphs 12.03.A and 12.03B of the General Conditions in their entirety and replace with the following:

A. Where Contractor is delayed or prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if (1) a Claim is made therefore as provided in paragraph 12.02.A and (2) Contractor provides evidence that the delay impacted the critical path of the Project. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, abnormal weather conditions or acts of God. The Contractor must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements given in Section 00530 of the Contract Documents, shall constitute a waiver by the Contractor and a denial of the claim for extension of time:

1. Nature of the delay or change in the Work;
2. Dates of commencement and cessation of the delay or change in the Work;
3. Activities on the current progress schedule affected by the delay or change in the Work;
4. Identification and demonstration that the delay or change in Work affects the critical path;
5. Identification of the source of delay or change in the Work;
6. Anticipated extent of the delay or change in the Work; and
7. Recommended action to minimize the delay.

B. Contractor hereby affirms that the extension of time granted herein is the Contractor's sole and exclusive remedy. Apart from extension of time, no payment or claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work whether such delay is avoidable or unavoidable.

SC 12.03C. Delete paragraph 12.03.C of the General Conditions in its entirety.

SC 12.03D. Delete paragraph 12.03D of the General Conditions in its entirety and replace with the following:

In no event shall Owner, Engineer, or the Related Entities of either of them be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or any surety for or employee or

agent of any of them, for any claim, cost, loss, or damages of any nature whatsoever arising out of or resulting from delays.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC 13.04C. Delete paragraph 13.04.C of the General Conditions in its entirety and replace with the following:

If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price.

SC 13.04D. Delete paragraph 13.04.D of the General Conditions in its entirety and replace with the following:

If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

SC 13.06A. Delete the words: "arbitration or" in line 9 of paragraph 13.06.A of the General Conditions.

SC13.07A. Add the following sentence at the beginning of paragraph 13.07A of the General Conditions:

Owner and Contractor agree that a warranty inspection shall be scheduled no later than eleven (11) months after final payment under the Contract Documents so that Owner and Contractor may inspect and otherwise examine the Work prior to the expiration of the Performance Bond.

SC 13.07E. Delete paragraph 13.07E of the General Conditions in its entirety and replace with the following:

Contractor's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or any way to limit the Contractor's continued liability for defective Work, including but limited to latent defects.

SC 13.08A. TWO changes:

1. Delete the words: "arbitration or" in line 8 of paragraph 13.08.A of the General Conditions.
2. Delete the phrase "(such costs to be approved by Engineer as to reasonableness)" in lines 10 and 11 of paragraph 13.08.A of the General Conditions.

13.09C. Delete the words: "arbitration or" in line 4 of paragraph 13.09.C of the General Conditions.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC 14.02A1. Delete the first sentence of paragraph 14.02.A.1 of the General Conditions in its entirety and replace with the following:

On or before the tenth (10th) day of each month, and not more often than once a month, the Contractor shall submit completed partial progress payment requests to the Engineer, as set forth herein. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Such supporting documents shall include but not be limited to, the required Contractor's certification; retainage as set forth in the Contract Documents; and a monthly dated CPM schedule for the Project. The Contractor shall make the following certification (Affidavit) on each Application for Payment: "I hereby certify that the labor and materials listed on this Application for Payment have been used in the construction of this Work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material, men and suppliers except as listed below: All payments by Indian River County as Owner shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

SC 14.02A4. Add a new paragraph immediately after paragraph 14.02A.3 of the General Conditions, which is to read as follows:

4. Contractor shall furnish satisfactory proof to Owner and Engineer that payment received from Owner for materials and equipment not incorporated into the Work and suitably stored, has in fact been paid to the respective supplier(s) within ten (10) days of Contractor's receipt of payment from Owner. Failure to provide such evidence of payment shall result in the withdrawal of previous approval(s) and removal of the cost of related materials and equipment from the next submitted Application for Payment, and shall be deemed a default under the Contract.

SC 14.02C1. Delete paragraph 14.02.C1 of the General Conditions in its entirety and replace with the following: All payments by Indian River County as Owner shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

SC 14.02D1d. Delete paragraph 14.02D1d of the General Conditions in its entirety and replace with the following:

d. Owner has actual knowledge of the occurrence or probable occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

SC 14.02D2. Delete paragraph 14.02D2 of the General Conditions in its entirety and replace with the following:

If Owner refuses to make payment of the full amount recommended by Engineer, Owner shall provide notice to Contractor in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. and pay Contractor any amount remaining after deduction of the amount so withheld in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. Owner shall pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

SC 14.02D3. Delete paragraph 14.02D3 of the General Conditions in its entirety

SC 14.03A. Add the following sentences to the end of the existing paragraph 14.03A of the General Conditions as follows:

No materials or supplies for the Work shall be purchased by Contractor or his Subcontractors subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.

SC 14.04C. Delete paragraph 14.04C of the General Conditions in its entirety and replace with the following:

If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion that shall fix the date of Substantial Completion. In accordance with the provisions of Florida Statutes section 218.735(7)(a), upon receipt of the tentative certificate of Substantial Completion from Engineer, the Owner, the Engineer, and the Contractor shall conduct a walk-through inspection of the Project to document a list of any items required to render the Work on the Project complete, satisfactory, and acceptable under the Contract Documents (herein the "Statutory List"). The Statutory List shall be reduced to writing and circulated among the Owner, the Engineer, and the Contractor by the Owner or the Engineer within 30 calendar days after Substantial Completion. The Owner and Contractor acknowledge and agree that: 1) the failure to include any corrective work, or pending items that are not yet completed, on the Statutory List does not alter the responsibility of the Contractor to complete all of the Work under the Contract Documents; 2) upon completion of all items on the Statutory List, the Contractor may submit a pay request for all remaining retainage except as otherwise set forth in the Contract Documents; and 3) any and all items that require correction under the Contract Documents and that are identified after the preparation of the Statutory List remain the obligation of the Contractor to complete to the Owner's satisfaction under this Agreement. After receipt of the Statutory List by the Contractor, the Contractor acknowledges and agrees that it will diligently proceed to complete all items on the Statutory List and schedule a final walk-through in anticipation of final completion on the Project.

SC 14.04D. Delete paragraph 14.04D of the General Conditions in its entirety and replace with the following:

At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, HVAC, utilities, insurance, and warranties and guarantees.

SC14.07A.3. Delete paragraph 14.07A.3 of the General Conditions in its entirety.

SC14.07B.1. Delete paragraph 14.07B.1 of the General Conditions in its entirety and replace with the following:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will indicate, within twenty days after receipt of the final Application for Payment, in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

SC-14.07.C.1. Delete paragraph GC-14.07.C.1 in its entirety and replace with the following:

Payment shall be made by Owner to Contractor according to the Local Government Prompt Payment Act, Florida Statutes section 218.70. et.seq.

SC 14.08. Delete paragraph 14.08 of the General Conditions in its entirety.

SC 14.09. Delete paragraph 14.09 of the General Conditions in its entirety.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.02.A.1. Delete subparagraph 15.02.A1 of the General Conditions in its entirety, and replace with the following:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents;

SC-15.02.A.4. Delete subparagraph 15.02.A 4 of the General Conditions in its entirety, and replace with the following:

4. Contractor's violation of any material provisions of the Contract Documents.

SC 15.02.A.5 and 6: Add the following new subparagraphs at the end of paragraph GC-15.02.A

5. Failure of Contractor to make proper payments to Subcontractors or others for labor, services, materials or equipment in connection with the Work;

6. If Contractor abandons the Work.

SC 15.02.C. Delete the words: "arbitration or" in line 7 of paragraph 15.02.C of the General Conditions.

SC 15.02.G. Add the following new paragraph immediately following paragraph 15.02.F of the General Conditions:

G. If, after termination of the Contract by the Owner for cause as set forth in paragraph 15.02, it is determined that the Contractor had not failed to fulfill its contractual obligations, the termination under paragraph 15.02 shall be deemed to have been for the convenience of the Owner. In such event, adjustment of the Contract Price shall be made as provided in paragraph 15.03

SC15.03.A.3 and 15.03 A 4. Delete subparagraphs 15.03.A3 and 15.03 A 4 of the General Conditions in its entirety.

ARTICLE 16 - DISPUTE RESOLUTION

SC16.01A. Delete paragraph 16.01A of the General Conditions in its entirety and replace with the following:

A. Prior to the filing of any suit or other legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a circuit court mediator as certified by the Supreme Court of Florida within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a circuit court mediator as

certified by the Supreme Court of Florida, then the Owner shall select the mediator, who shall be a circuit court mediator as certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by Owner and Contractor.

SC 16.01C. Delete paragraph 16.01 C of the General Conditions in its entirety and replace with the following:

C. Contractor shall carry on the Work and maintain the Progress Schedule during the dispute resolution proceedings, unless otherwise agreed by Contractor and Owner in writing.

ARTICLE 17 - MISCELLANEOUS

SC 17.01A. Delete paragraph 17.01A of the General Conditions in its entirety and replace with the following

Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by the Contract Documents shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown in the Contract Documents. Notices shall be effective when received at the address as specified above. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this paragraph, by written notice to the other party given in accordance with the provisions of this paragraph.

SC 17.02 through and including 17.03. Replace Sections 17.02 and 17.03:

17.02. Utilities. The Contractor shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract Documents. Such utilities shall be furnished by Contractor at no additional cost to the Owner, and shall include, but not be limited to the following: public telephone service for the Contractor's use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract.

17.03. Drainage. The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches, and other run-off shall not be obstructed.

SC 17.07 through SC 17.12 Add the following paragraphs following SC 17.06.

17.07. Fire Hydrants. Fire hydrants on or adjacent to the highway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within fifteen feet (15') of any such hydrant.

17.08. Protection of Structures. Heavy equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

17.09. Fencing. On all Work which includes fencing and where the Engineer determines it to be necessary for maintaining the security of livestock or adjacent property, or for protection of pedestrians who are likely to gain access to the Site or Work area from adjacent property, the Contractor shall erect an appropriate temporary security fence as a first order of business.

Temporary fencing shall be installed at temporary construction easement areas on all commercial and residential properties appropriate to secure the Work area and protect persons and domestic animals. At all times, the Contractor shall conduct the Work under secure temporary fencing. Permanent fencing shall be addressed as required by the Plans and Specifications.

17.10. Record Drawings. The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These items shall be available to the Engineer and shall be delivered to the Engineer for the Owner. Record Drawings shall be submitted with each pay request. Record Drawings shall be submitted with each pay request. Final acceptance of the Work will be withheld until the approval of such documents are made by the Owner.

17.11. Progress Videotapes. Contractor shall deliver to the Owner both prior to commencing the Project and before receipt of Final Payment, a DVD Type color videotape of the Project showing the Site before and after Work has been completed. Contractor shall audibly identify on the videotape the station numbers as those areas of the Project are taped. The cost of the videotaping is included in the bid submitted by the Contractor.

17.12. Commercial Activities. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on land owned or controlled by Owner. Contractor shall not allow its employees to engage in any commercial activities on the Project site.

PART II – FORMS TO BE USED DURING PROJECT CONSTRUCTION (Pages 20 through 32)

NOTICE OF AWARD – (Sample)
NOTICE TO PROCEED
FIELD ORDER
WORK CHANGE DIRECTIVE
CHANGE ORDER
APPLICATION FOR PAYMENT
CERTIFICATE OF SUBSTANTIAL COMPLETION
FINAL RELEASE OF LIEN
DUTIES RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF
RESIDENT PROJECT REPRESENTATIVE

BOARD OF COUNTY COMMISSIONERS



Date

via Email

Company

Attn:

Address

Address

Email address

NOTICE OF AWARD

Reference: Indian River County Bid No. 2022020

SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

Dear Mr./Ms. :

It is my pleasure to inform you that on [DATE] the Board of County Commissioners awarded the above-referenced project to your company. The following documents are required before the applicable County department can issue a "Notice to Proceed" letter.

1. Public Construction Bond (unrecorded) in the amount of **100%** of the award amount (**\$.....**).
2. Two Signed Copies of Enclosed Agreement.
3. Certificate of Insurance indicating coverage required by Article 5 of the General Conditions (section 00700 of the bid documents) and Supplemental Conditions (Section 00800 of the bid documents). Certificate(s) **must name Indian River County as additional insured** and must provide for a 30 day Notice of Cancellation.
4. W-9.

The Public Construction Bond must be executed in accordance with section 255.05(1)(a), Florida Statutes. Please submit the Bond, W-9, the Certificate(s) of Insurance and two fully-executed copies of the enclosed agreement to this office at the address provided below no later than [Due **DATE (15 days from award)**]. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of award.

Thank you for your prompt attention and if you have any questions, please do not hesitate to contact our office.

Sincerely,

Jennifer Hyde
Purchasing Manager

cc: Department of Utility Services

NOTICE TO PROCEED

_____, 2022

**CONTRACT FOR: SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL
PANEL REPLACEMENT**

CONTRACTOR: _____

Atn: _____

Gentlemen:

You are hereby notified to commence work on the subject contract on or before _____, 2022 and are to fully complete the work within _____ calendar days. In accordance with the contract documents, the Substantial Completion date is _____, 2022, (____ days) with the Final Completion date being _____, 2022 (____ days). Extension in time will be by written change order only.

The contract provides for assessment of liquidated damages for each consecutive calendar day that the work remains incomplete after the above established substantial completion date the sum of \$450.00 and for each consecutive calendar day that the work remains incomplete after the above established final completion date the sum of \$ 450.00.

Indian River County, Florida
(OWNER)

By: _____
(Authorized Signature)

Terry Southard, Operations Manager
(Printed Name & Title of Above Signer)

NOTE: Attach this notice to your contract making it a part thereof.

FIELD ORDER

PROJECT: SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

FIELD ORDER NO.: _____

DATE: _____

CONTRACT: 2022020

OWNER: Indian River County _____

OWNER'S PROJECT NO.: _____

TO: _____

CONTRACT DATE: _____

This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum, Contract Time, and/or claims for other costs.

DESCRIPTION: (Here insert a written description of the interpretation, change or agreement.)

FIELD ENGINEER: _____

CONTRACTOR: _____

BY: _____

BY: _____

DATES: _____

DATE: _____

WORK CHANGE DIRECTIVE

No. _____

PROJECT: SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL
PANEL REPLACEMENT

DATE OF ISSUANCE:

OWNER: Indian River County Utilities 1801 27th Street, Vero Beach, FL 32960
(Name, Address)

CONTRACTOR:

OWNER's Project No.: 2022020

ENGINEER: Kimley-Horn

CONTRACT FOR:

ENGINEER's Project No.: 044572065

You are directed to proceed with the following change(s):

Description: _____

Purpose of Work Directive Change: _____

Attachment(s) (list documents supporting change):

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in Contract Price:
Time:

Method of determining change in Contract

Time and Materials

Contractor's records

Unit Prices

Engineer's records

Cost plus fixed fee

Other _____

Estimated increase (decrease) in Contract Price
\$_____. If the
change involves an increase, the estimated
amount is not to be exceeded without further
authorization.

Estimated increase (decrease) in Contract Time
_____ days. If the change involves an
increase, the estimated time is not to be exceed
without further authorization.

Once the Work covered by the directive is completed or final cost and time determined, Contractor should submit documentation for inclusion in a change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIME. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

CHANGE ORDER

No. _____

PROJECT: SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

DATE OF ISSUANCE _____ EFFECTIVE DATE _____

OWNER Indian River County

OWNER's Contract No. 2022020

Project No. _____

CONTRACTOR _____ ENGINEER _____

You are directed to make the following changes in the Contract Documents:

Description: _____

Reason for change order: _____

Attachments: (List documents supporting change) _____

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ Days or dates
Net changes from previous Change Orders No. ___ to No. _____ \$ _____	Net change from previous Change Orders No. ___ to No. _____ _____ days
Contract Price prior to this Change Order \$ _____	Contract Time prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ Days or dates
Net Increase (decrease) in this Change Order \$ _____	Net Increase in this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Time with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ Days or dates

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

EJCDC No. C-700 (2002 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

APPLICATION FOR PAYMENT NO. _____

To: Indian River County (OWNER)

From: _____ (CONTRACTOR)

Contract: _____

**PROJECT: SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL
REPLACEMENT**

OWNER's Contract No. 2022020

ENGINEER's Project No. 044572065

For Work accomplished through the date of: _____.

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work: \$ _____	
	_____ % of retainage: _____	
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances; (2) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (3) the labor and materials listed on this Application for Payment have been used in the construction of this Work and payment received from the last progress payment has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed below:_____”

Dated _____

CONTRACTOR
By: _____

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.

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____

ENGINEER
By: _____

EJCDC No. C-700-E (2002 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification Institute.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL
REPLACEMENT

DATE OF ISSUANCE

OWNER Indian River County Board of County Commissioners

OWNER's Contract No. 2022020 **ENGINEER's Project No.** 044572065

CONTRACTOR _____ **ENGINEER** Kimley-Horn

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: Indian River County Department of Utilities Services
OWNER

And To _____
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within _____ Days of the above date of Substantial Completion.

EJCDC No. C-700 (2002 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

From the date of Substantial Completion, the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on _____

ENGINEER

By: _____
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on _____, 20__

CONTRACTOR

By: _____

OWNER accepts this Certificate of Substantial Completion on _____, 20__

INDIAN RIVER COUNTY DEPARTMENT OF UTILITIES SERVICES

OWNER

By: _____
(Authorized Signature)

FINAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, that

(Company Name)

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 Contract and for every act and neglect of the OWNER and others relating to or arising out of the work.

For all in consideration of _____ dollars (\$_____)
(Total Amount of Contract)

paid to _____ by receipt of which is hereby acknowledged,
(Contractor)

do _____ hereby release and quit claim to the OWNER, its successors
(I/We)

or assigns, all liens, lien rights, claims or demands of any kind whatsoever

which _____ now have or might have against the property, building, and/ or
(I/We)

for any incidental expense for the construction of

(Project Number)

SOUTH COUNTY WASTEWATER TREATMENT FACILITY (SWWTF) REUSE CONTROL PANEL REPLACEMENT

(Project Name)

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____ day of _____,
20____.

_____ (SEAL)

By _____

WITNESS:

Title _____

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF RESIDENT PROJECT REPRESENTATIVE

A. GENERAL

Resident Project Representative is ENGINEER'S Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with Subcontractors shall only be through or with the full knowledge of CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

B. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison:
4. Serve as ENGINEER'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER'S liaison with CONTRACTOR when CONTRACTOR'S operations affect OWNER'S on-site operations.
5. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
6. Shop Drawings and Samples:
 - a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.
 - b. Advise ENGINEER and CONTRACTOR or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the ENGINEER.
7. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.
- 8. Interpretation of Contract Documents: Transmit to CONTRACTOR engineer's clarifications and interpretations of the Contract Documents.
- 9. Modifications: Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.
- 10. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all Addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as the case of observing test procedures. Send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all contractors, Subcontractors and major suppliers of materials and equipment.
- 11. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR'S compliance with the approved progress schedule and schedule of Shop Drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Report immediately to ENGINEER upon the occurrence of any accident.
- 12. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 13. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.
- 14. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of ENGINEER, Resident Project Representative:

15. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
16. Shall not exceed limitations on ENGINEER'S authority as set forth in the Contract Documents.
17. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR'S superintendent, or expedite the Work.
18. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
19. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
20. Shall not authorize OWNER to occupy the Project in whole or in part.
21. Shall not participate in specialized field or laboratory tests.

END OF SECTION