

Indian River County Purchasing Division

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

Invitation to Bid

Project Name: Annual Bid for Lift Station Rehabilitation

Bid #: 2019047

Bid Bond Required: No

Public Construction Bond Required: Yes, for individual work orders over \$100,000

Bid Opening Date: April 23, 2019

Bid Opening Time: 2:00 P.M.

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

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

Refer All Questions to:

Email: purchasing@ircgov.com

ADVERTISEMENT FOR BID

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

Bid # 2019047 Annual Bid for Lift Station Rehabilitation

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at http://www.ircgov.com/Departments/Budget/Purchasing.

Deadline for receipt of bids has been set for <u>2:00 P.M. on April 23, 2019.</u> Only bids received on or before the time and date listed will be considered. 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 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

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

PURCHASING MANAGER INDIAN RIVER COUNTY

Publish: For Publication in the Indian River Press Journal

Date: March 31, 2019

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

Indian River County Purchasing Division 1800 27th Street Vero Beach, FL 32960

Statement of No Bid

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

| Please select all of the following that apply. Our decision not to bid on the subject project was based on: | | |
|---|--|--|
| Project is located too far from our base of operations | | |
| Project value too low | | |
| Project specifications unclear (please explain below) | | |
| Material availability may be a challenge | | |
| Our current schedule will not allow us to perform | | |
| Unable to meet insurance requirements | | |
| Other: | | |
| Other: | | |
| General comments regarding the bid and/or plans and specifications: | | |
| | | |
| | | |
| | | |
| | | |

Please return one copy of this form with your bid to assist us in learning more about where our solicitation opportunities are most often found. Please tell us how you found out this Invitation to Bid was released/available: Indian River Press Journal (TCPalm) Demandstar/Onvia Vendor Registry Indian River County Web Site Planroom (Please provide the name):

Other (please describe):

Instructions to Bidders

General Terms and Conditions

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

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

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

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

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

Delivery Requirements: Delivery is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller's risk and expense.

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

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

and after confirmation of completed delivery and acceptance, will be deducted from the Contractor's Contract price via Change Order.

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

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

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

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

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

Affirmative Steps: CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

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

Indemnification: The successful Bidder shall indemnify and hold harmless the County, and its commissioners, officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

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

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

performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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

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

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

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

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their bid.

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

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

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

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

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

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Licensure: Bidder must possess State of Florida Registered Underground Utility and Excavation Contractor or General Contractor's license and be registered with the Indian River County Building Department's Contractor Licensing Division for same.

Insurance:

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

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

| Automobile | A. | Owner Leased Automobiles |
|--------------------------------------|----|--------------------------|
| | В. | Non-Owned Automobiles |
| \$1,000,000.00 Combined single limit | C. | Hired Automobiles |
| Bodily Injury and Damage Liability | D. | Owned Automobiles |

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

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

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

Technical Specifications

General

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all activities necessary to repair, replace or rehabilitate pipes, manholes, inlets, pumps, hatches, rails and other appurtenances at existing wastewater facilities. Typically, work will be performed at pumping stations having a wet well with submersible pumps.
- B. The work also includes the removal and replacement of valves, pumps, pipes, sewer lines, manholes, hatches, vaults, electrical cables, miscellaneous utility line appurtenances, concrete structures and concrete slabs. The prime Contractor or a qualified sub-contractor shall have experience in the repair and installation of wastewater and stormwater utility lines in urban areas and be skilled in confined space entry.
- C. All work shall be in accordance with Indian River County Water, Wastewater & Reclaimed Water Utility Construction Standards dated March 13, 2018, or most current version ("IRCDUS Standards"), available at www.ircutilities.com.
- D. The Contractor shall provide any and all sheeting, shoring and/or dewatering systems necessary to perform the work and to protect existing homes, driveways, walls, landscaping, roads or utilities from damage. Contractor is responsible for controlled excavation and trenching as well as post-construction repair to restore the roads, sidewalks, yards and driveways to pre-construction conditions.
- E. The Contractor shall be responsible for the costs of all labor (including costs for overtime, night and weekend work), materials, equipment, tools, supplies, transportation, delivery, disposal of waste and surplus material, appliances, fuel, power, light, water, sanitary facilities, temporary facilities and all other appurtenances and incidentals necessary for installation or repair work conducted at existing facilities.
- F. The Contractor is responsible for locating all existing underground utilities including irrigation lines, communication cables, electrical power lines, water lines, gravity mains, force mains, drain pipes and other underground utilities. If applicable, the Contractor is responsible for maintaining and submittal of accurate record drawings depicting the location of all existing and new underground utilities installed or encountered during the performance of their work.
- G. The work shall cause minimal disruption and be performed in an expedited, highly coordinated manner by the Contractor. The Contractor must have adequate staffing at all work locations when activities are occurring so that the work proceeds promptly.
- H. Contractor shall be responsible for all maintenance and protection of vehicular and pedestrian traffic and access to existing properties at all times during construction.
- I. The Contractor shall be responsible for control and bypassing of wastewater and stormwater flow by the use of mechanical pumps, piping, tankers or other temporary means as necessary to keep the existing system upstream of the work zone in service during repair or replacement activities. Backup bypass systems, pumps and tankers shall be readily available in the event of failure of the Contractors primary bypass methods or systems.
- J. The Contractor shall also be responsible for furnishing, providing, implementing and installing and maintaining all maintenance of traffic (MOT) signage and barricades that conform to all County and FDOT

standards. The Contractor shall prepare MOT plans to the County for approval and obtain permits for work in the roadway from the County.

- K. Except as specifically provided for in the Bid Form, the Contractor shall provide and pay for:
 - a. Labor, materials, tools, construction equipment, and machinery.
 - b. Water and utilities required for construction.
 - c. All City (if applicable), County and/or State right of way permits. The Indian River County fee for a right-of-way permit is \$800.
 - d. Other facilities and services necessary for proper execution and completion of the work.
- L. The term of award will be three years with an option to renew for an additional two year period with the same terms and pricing.
- M. When conflict exists between these specifications and the Indian River County Department of Utilities Services Specifications, the current IRCDUS Standards will govern.

General Scope of Work

Preconstruction Conference/Project Progress Meeting:

- A. Before the Contractor starts the work, a conference will be held to establish procedures for handling shop drawings and other submittals, and to establish procedures for processing Applications for Payment, to establish work schedule and any related facility shut-downs, and to establish a working understanding among the parties as to the scope of work for each party.
- B. At each project progress meeting, the Contractor shall submit a progress schedule and phasing plan including all activities of subcontractors, equipment vendors and suppliers. An updated schedule shall be submitted with each pay request.

Working Hours:

All work on this contract shall be conducted during normal working hours (7:00 A.M. to 4:30 P.M.) on weekdays. No work shall be performed at night, on weekends or on County-observed holidays, unless approved in advance by the Owner where site specific conditions justify alternate days or hours. Inspection services needed beyond normal working hours will be paid for by the Contractor.

Work Site and Materials Storage:

- A. The Contractor may use only the roads and/or easements designated by the Owner for access to the work locations. The Contractor shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the Owner.
- B. The Contractor, at his own expense, shall provide space for storage of materials and equipment.
- C. Suitable storage facilities for materials shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be stored properly by the Contractor to prevent damage from exposure to the elements, contamination by foreign substances, vandalism or other causes. The Owner's Representative will refuse to accept, or sample for testing, any materials, supplies or equipment that are damaged or have been improperly stored, as determined by the Owner's Representative.

D. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Pipe and structures strung out along the line of construction will not be allowed unless the materials will be installed within one day from the time of unloading, or the equipment is set in a manner that protects them from damage and prevents the creation of a public safety hazard. No payment will be made by Owner for unfit materials.

Work Area and Protection of Public & Private Property:

- A. The Contractor shall protect from damage all property along the line of the work, and in the vicinity of the work. Wherever such property is damaged due to the activities of the Contractor, it shall be restored to its original condition within a reasonable amount of time by the Contractor, as time is of the essence, and at no cost to the Owner.
- B. Unless indicated otherwise, all shrubbery, paved streets and walks, fences and walls, adjacent structures and equipment will be fully protected against damage during each stage of the project. Any damage by the Contractor will be fully restored to original condition.
- C. Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents (as defined in the agreement), state laws, municipal or County ordinances or the specific direction of the Owner's Representative, or through failure to employ usual and reasonable safeguards, such property and surface structures will be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Owner.
- D. In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48-hours' notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.
- E. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for alteration. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to residents in the vicinity of the work.
- F. The Contractor shall maintain the site of the work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials, and all debris resulting from their operations within a time frame approved by the Owner's Representative.

Public Safety and Convenience:

The Contractor shall at all times so conduct their work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Owner's Representative. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, bus stops as well as the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

Existing Utilities and Structures:

A. Although information on existing utilities and facilities will be provided to the Contractor by the Owner's Representative and other records, guaranties are not made that all existing facilities are shown or that those shown are entirely accurate. The Contractor will assure himself of any utilities, structures or facilities prior to performing

any Work. Prior to the start of Work, the Contractor will request the Owner to advise him of the location of their facilities in the vicinity and will notify the Owner of any deviation. The Contractor will assume liability for damages sustained or costs incurred because of his operations in the vicinity of existing utilities or structures. The Contractor will be solely responsible for the protection and maintenance of existing utilities to provide uninterrupted service to commercial and residential customers.

- B. During excavation at the project site, the possibility exists of the Contractor encountering various utilities (water, chemical, electrical, gas, or other). Existing utilities and facilities shall be located prior to commencement of each task. It shall be the Contractor's responsibility to contact utility companies and call SUNSHINE at (800) 432-4770 or 811 at least 72 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- C. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while the work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

Preserving Water Quality:

- A. The Contractor will exercise extreme care to minimize degradation of water quality at the site. All necessary provisions will be taken to insure compliance with the water quality standards of the State of Florida. Contractor will be responsible for any mitigation necessary to correct the issue.
- B. The Contractor will take steps to collect and dispose of all sewage that leaks and/or spills during the performance of this contract. Any leakage or spillage will be cleaned up to the satisfaction of the local regulatory agencies and the Florida Department of Environmental Protection.

Construction Water:

- A. The Contractor will be responsible for making application for hydrant meters with backflow preventers. The Owner will install necessary connections and backflow preventers at locations needed by the Contractor. Maintenance of such is the responsibility of the Contractor. All associated fees will be paid from the appropriate pay item for "Allowance".
- B. Construction water will be paid for by the Contractor. In an event that damage to these facilities occurs, the Contractor will be responsible for all costs associated with their replacement at the County's standard rate.

Sanitary Facilities:

If necessary, the Contractor shall provide temporary restroom facilities for field crews. Location of such facilities will be subject to the approval of the Owner. Existing County/Residence facilities are not available for use by the Contractor.

Substitutions:

A. For substitution of products in place of those specified, Contractor must submit shop drawings and technical data for consideration of "an approved equal" by the Owner, except specified items followed by the words "no substitution". Substitutions will only be considered after award and per work order. Bidders are instructed to bid only on the items as specified.

- B. Submit three copies of the request for substitution. Include in the request:
 - i. Complete Data substantiating compliance of proposed substitution with Contract Documents.
 - ii. For products:
 - Product Identification, including manufacturer's name and address
 - Manufacturer's literature
 - Product description
 - Performance and test data
 - Reference standards
 - Samples
 - Name and address of similar projects on which product was used, and the date of installation.
 - iii. For Construction methods:
 - Detailed description of proposed method
 - Drawings illustrating methods
 - iv. Itemized comparison of proposed substitution with product or method specified

Assemblies or Units:

Where the Contractor is required to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required by the manufacturer of the unit.

Test:

Tests and analyses (backfill density, concrete, bacteriological, pressure and leakage, etc.) are to be performed in accordance with the current edition of the IRCDUS Standards. Owner's Representative shall be present at each test.

Removal of all Temporary Facilities & Restoration of Site:

Upon completion of the work, it shall be the responsibility of the Contractor to remove all temporary facilities including, but not limited to, pumps, fences, signs, temporary power, materials or other debris. The site, adjacent properties, and Owner facilities shall be restored to their original condition.

Video Taping:

- A. If so directed by the Owner, and at least one (1) week prior to start of construction, the Contractor shall engage the services of a professional videographer to video document all areas where construction is to take place, including existing surface conditions within and adjacent to the project limits. Such video records shall be provided to the Owner in high-definition format (720p or better), and in standard-definition format (DVD) before construction commences. The video records and DVDs shall serve as a record of the existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction at sufficient detail as necessary to clearly depict details of existing conditions.
- B. All DVDs shall be indexed and catalogued in such a manner that each documented area is readily identifiable and shall also indicate the date and time (hour, minutes & seconds) on which the video record was made. The Contractor shall also video document any unusual conditions encountered during construction that are not already a matter of photographic record. In any area where existing conditions cannot be determined by means of video documents, the area shall be restored, as approved by the Owner, at the Contractor's expense. All

high definition source files and DVDs shall become the property of the Owner. Information may be delivered on a USB in lieu of a DVD or sent in an electronic form.

Salvaged Material:

Any existing equipment or material which is removed or replaced as a result of construction under this project may be designated as salvage by the Owner and, if so, shall be removed, cleaned, and delivered to the site in a protected place specified by the Owner. Any equipment or material not worthy of salvaging, as directed by the Owner, shall be disposed of by the Contractor at a suitable location. Upon request of the Owner's Representative, Contractor shall submit evidence of proper disposal.

Limitations on Owner's Representative Responsibilities:

- A. The Owner's Representative will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents.
- B. The Owner's Representative's efforts will be directed toward providing, for the Owner, a greater degree of confidence that the completed work will conform to current edition of the IRCDUS Standards. On the basis of such visits and on-site observations, the Owner's Representative will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work.
- C. Neither the Owner's Representative's authority to act under these specifications or elsewhere in other documents nor any decision made by the Owner's Representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Owner's Representative to the Contractor, any sub-Contractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.
- D. The Owner's Representative shall not be responsible to the Contractor's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto, and the Owner's Representative shall not be responsible for the Contractor's failure to perform the work in accordance with the IRCDUS Standards.
- E. The Owner's Representative shall not be responsible for the acts or omissions of the Contractor or of any sub-Contractors, or of any other persons at the site or otherwise performing any of the work.

Warranty:

- A. The Contractor shall be responsible for defects in materials (including latent defects) or workmanship for a period of one year after the date of final acceptance of the project by the Owner. Such defects include, but are not limited to, any settlement noted in backfill, fill, or in structures built over the backfill or fill during the warranty period of one year after completion of work per lift station and will be considered to be caused by improper compaction methods and shall be corrected by the Contractor at no cost to the Owner. Structures damaged by settlement shall be restored to their original condition by the Contractor at no cost to the Owner.
- B. The Contractor shall furnish factory warranties on all equipment furnished for the performance and completion of the project against defects in materials and/or workmanship. The factory warranty (if applicable) shall become effective on the date of delivery and acceptance by the Owner. In the event of any defects in materials or workmanship, the Contractor shall replace said equipment at no cost to the Owner.

Manufacturer's Installation Instructions:

- When current edition of the IRCDUS Standards require that installation of work shall comply with manufacturer's printed instructions, the Contractor shall obtain and distribute copies of such instructions to the Owner.
- Maintain one complete set of instructions at the job site during installation and until completion.
- Handle, install, connect, clean, condition, and adjust products in accordance with such instructions
 and in conformance with specified requirements. Should job conditions or specified requirements
 conflict with manufacturer's instructions, consult with Owner's Representative for further
 instructions.
- Do not omit any preparatory step or installation procedure unless specifically modified or exempted by current edition of the IRCDUS Standards, or approved in writing by manufacturer and the Owner.
- Accurately locate and align with other work, and anchor equipment and materials securely in place except as required for proper movement and performance.
- Clean and protect exposed surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

Non-Payment for Rejected Work

Contractor shall replace all work, or portions of the Work, which do not conform to the IRCDUS Standards, unless specifically approved otherwise by the Owner. Payment will not be made for the following:

- Products wasted or disposed of in a manner that is not acceptable.
- Products determined as unacceptable before or after placement.
- Products not completely unloaded from the transporting vehicle.
- Products placed beyond the lines and levels of the required work.
- Products remaining on hand after completion of the work.
- Loading, hauling and disposing of rejected products.
- Used products and materials.

General Requirements

Bonds & Insurance Requirements:

Method of Measurement: Payment under this section shall be on a lump sum (LS) basis and shall include all compensation for providing and maintaining bonds and insurance for the project duration in accordance with the Contract documents and General Conditions. A public construction bond will be required for each work order over \$100,000.

Professional Videotaping of Pre-& Post Conditions:

Method of Measurement: Payment under this Section shall be on a lump sum (LS) basis for performing and providing video documentation of the existing site conditions, buildings, landscaping and above ground features and utilities, as well as video documentation of post-construction site conditions as directed by the Owner.

Trench Safety Compliance

Method of Measurement: Payment under this Section shall be on a lump sum (LS) basis and shall include, but not be limited to, providing all OSHA required trench safety equipment, training and methods employed during the course of the project.

Maintenance of Traffic (By type of roadway & lane closures)

Method of Measurement: Payment under this Section shall be on a per day (DA) basis which shall include full compensation for all work related to the maintenance of traffic per day of work and/or construction during which traffic control is required. Work includes, furnishing all materials, labor, and equipment required to install, maintain, and remove any and all required traffic control measures to control the flow of traffic through the work area within the public rights of way during the various phases of the project. Preparation and submittal of any Maintenance of Traffic (MOT) plans to required agencies as well as coordination with those parties shall also be included in this item. All work shall be in accordance with applicable local, state, and federal requirements.

Maintenance of Traffic Devices

Method of Measurement: Payment under this Section shall be on a per device per day (DA) based upon Florida Department of Transportation, Standard Specifications for Road & Bridge Construction, Section 100. Pay items shall include full compensation for all work related to the maintenance of traffic item per day of work and/or construction during which traffic control is required. Work includes, furnishing all materials, labor, and equipment required to install, maintain, and remove any and all required traffic control measures to control the flow of traffic through the work area within the public rights of way during the various phases of the project. Preparation and submittal of any MOT plans to required agencies as well as coordination with those parties shall also be included in this item. All work shall be in accordance with applicable local, state, and federal requirements.

Temporary Fencing & Access Control

Method of Measurement: The quantity to be paid for under this Section shall be for the initial base unit of each (EA) protected area up to 100 linear feet long; and for fencing in excess of the initial 100 feet being paid for each linear foot (LF) thereafter, complete and accepted in order to secure the work areas from entry by unauthorized persons. The work includes portable chain link fence & posts, barricades and safety signage. The Contractor's price shall include full compensation for all work related to the safety of the public and the security of the work site during construction of the improvements as required in the IRCDUS standards, and any other related work. The work includes, but is not limited to, furnishing all materials, labor, and equipment required to install, maintain, and remove any and all required temporary fencing to prevent access to the work area during the various phases of the project.

Construction Zone & Security Fencing

Method of Measurement: The quantity to be paid for under this Section shall be for the initial base unit of each (EA) protected area up to 100 linear feet long; and for fencing in excess of the initial 100 feet being paid for each linear foot (LF) thereafter, complete and accepted. Work shall include, but not be limited to, furnishing all materials, labor, and equipment required to install, maintain, replace and remove 36" high red plastic warning fence with wood or metal support posts at five feet on center around the active project areas.

Staked Erosion Control Fabric Fence

Method of Measurement: The quantity to be paid for under this Section shall be for the initial base unit of each (EA) control area up to 100 linear feet long; and for fencing in excess of the initial 100 feet being paid for each linear foot (LF) thereafter, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install, maintain, replace and remove a 24" high geotextile fabric fence for erosion and sediment control, with wood or metal support posts at six feet on center.

Erosion Control – Coir Logs, Hay Bales, or Wattles

Method of Measurement: The quantity to be paid for under this Section shall be for each linear foot (LF), complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to

install, maintain, replace and remove coir logs, hay bales or wattles for erosion and sediment control, with wood or metal stakes as needed to prevent floatation, or sand bags to control movement of the erosion control materials.

Steel Plate Road Covering

Method of Measurement: Payment under this Section shall be on a unit price per plate per day (DA) and will include all labor and materials to temporarily cover work areas to allow pedestrian or vehicular traffic to cross the active work area. Work includes leveling, placement and removal of structural steel plate and safety signage. The Contractor's unit price shall include full compensation for all work related to the safety of the public and the security of the work site during construction of the improvements and any other related work. The work includes, but is not limited to, furnishing all materials, labor, and equipment required to install, maintain, and remove any and all required temporary steel plate cover used as safety or security control measures during the various phases of the project.

Light Tower w/Generator

Method of Measurement: The quantity to be paid for under this Section shall be per each day (DA) a light tower is needed for night time work and shall include, but not be limited to, furnishing all materials, labor, and equipment for the light tower during the night time work duration.

Bypass Pumping of Wastewater (By Pump Size)

Method of Measurement: The quantity to be paid for under this Section shall be at a Unit Price for initial setup (EA) plus a per day (DA) unit cost for every day of operation. The price shall include full compensation for all labor, materials and equipment for providing a bypass pumping and piping system to maintain uninterrupted wastewater systems' service or temporary pumps, pipes and/or pumper trucks needed to support wastewater collection and/or transmission main construction or modifications. The Contractor's price shall include full compensation to maintain upstream wastewater flow during construction of the improvements.

Bypass of Wastewater (By Tanker or Hydro Vacuum Truck)

Method of Measurement: The quantity to be paid for under this Section shall be on a per Hour (HR) basis. The price shall include full compensation for all labor, materials and equipment for providing vacuum or pumper truck(s) to maintain un-interrupted wastewater systems' service. The Contractor's price shall include full compensation to maintain upstream wastewater flow during construction of the improvements.

Force Main Below Grade

Method of Measurement: The quantity to be paid for under this Section shall be per linear foot (LF), to the nearest foot as measured along the horizontal center line of the pipe between the limits. Complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, temporary shoring, existing utility support and protection, dewatering, removal of existing forcemain, installation of forcemain in accordance with IRCDUS Standards including the additional piping required to account for the vertical change in elevation, layout, joint restraint, location tracing wire, identification painting, cleaning, flushing, pressure testing (including temporary caps/plugs for testing as may be required), trench backfilling, compaction, density testing, hauling and legal off-site disposal of debris and any other items required for a complete and functional system.

Forcemain Epoxy Lined Fittings (By Diameter Pipe and Type of Material)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) force main fitting installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install force main fittings per the IRCDUS Standards including joint restraint, layout, identification painting, connection to the existing force main, and any other items required for a complete and functional system.

Restrain New or Existing Forcemain (By Diameter Pipe)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) joint of existing force main requiring joint restraint, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, legal off-site disposal of debris, temporary shoring, existing utility support, dewatering, installation of bell restraint fitting(s) as required, trench backfilling, compaction, density testing, asphalt, concrete, or other surface restoration as required and any other items required for a complete and functional system.

Eccentric Plug Valve Below Ground (By Diameter)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) eccentric plug valve installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install plug valve as shown on the IRCDUS Standards including the valve, valve box, riser extensions, restrained joints, materials, layout, and any other items required for a complete and functional valve.

Asphalt Pavement and Base Removal

Method of Measurement: The quantity to be paid for under this Section shall be on a square yard (SY) basis. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for removal of all existing pavement and base (asphalt pavement of varying thickness) within the project limits. This item includes all saw-cutting and joints at connections to existing pavement. The existing pavement shall be completely removed and shall be properly disposed of off-site at no additional cost to the Owner. Existing base material may be re-used as sub-grade or backfill material, provided that it meets the requirements for backfill, or be removed and properly disposed of off-site at no additional cost to the Owner.

Concrete Curb Removal (All Types)

Method of Measurement: The quantity to be paid for under this Section shall be on a linear foot (LF) basis. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for removal of all existing concrete curb (all types), within the limits of the project. This item includes all saw-cutting and joints at connections to existing curbs. The existing curb shall be completely removed and shall be properly disposed of off-site at no additional cost to the Owner.

Concrete Pavement Removal (All Thicknesses)

Method of Measurement: The quantity to be paid for under this Section shall be on a square yard (SY) basis. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for removal of all existing concrete (except curb and/or gutters), driveways and sidewalks (varying thickness), within the limits of the project. This item includes all saw-cutting and joints at connections to existing sidewalks. The existing sidewalks and driveways within the right-of-way or to facilitate construction of underground utilities shall be completely removed and shall be properly disposed of off-site at no additional cost to the Owner.

Import Backfill

Method of Measurement: The quantity to be paid for under this Section shall be on a loose volume cubic yard (CY) basis and shall include, but not be limited to purchasing, testing, transporting, spreading, grading and compacting clean imported fill material. Work includes laboratory sampling of the import material to verify compliance with specifications and in-place density testing after placement. No payment will be made for import fill placed outside the lines and grades.

Removal of Unsuitable Material

Method of Measurement: The quantity to be paid for under this Section shall be on a cubic yard (CY) basis on a loose volume truck load basis. Work shall include, but not be limited to, excavation, transporting, and off-site disposal of all unsuitable material encountered during the construction of the Work.

Flowable Fill

Method of Measurement: The quantity to be paid for under this Section shall be on a cubic yard (CY) basis of placed flowable fill. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for the placement of flowable fill per IRCDUS Standards.

10" Lime Rock Base

Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) for lime rock base installed and accepted. The Contract Unit Price shall include compensation for all labor, materials, and equipment required to construct the new lime rock base, including prime coat in accordance with County specifications. The contract unit price shall also include other miscellaneous work required to correct all defective surfaces and deficient thicknesses and to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and the County specifications. The Contractor may, at no additional cost to the Owner, substitute 10- inch crushed concrete in lieu of lime rock provided that the minimum LBR 100 is achieved.

12" Stabilized Sub-Grade - LBR 40

Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) of new stabilized sub grade (LBR 40 - 12" thick) and shall include all labor, material, and equipment required to construct the stabilized sub grade. The unit price shall include all excavation, preparation of sub grade, fine grading, placement of sub grade material, stabilization and compaction, rolling, brooming, and other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and the County's specifications.

Material Testing (By Type Test)

Method of Measurement: The quantity to be paid for under this Section shall be per each test location for materials sampling and testing performed in accordance with the current ASTM standards and as prescribed under FDOT standard specifications for in-place material testing. The testing shall include sampling, transportation to an approved laboratory facility, sample preparation and testing and reporting on the values determined under the laboratory testing. All samples used in testing shall be stored by the testing laboratory until the Owner's Representative provides written release to allow disposal of samples. The Contractor will be responsible to pay for all failed tests and for subsequent retesting to meet quality and standard conditions. Whenever, nonconformance is detected or determined by the Owner's Representative as a result of the tests, the Contractor shall bear the full cost of additional tests which are ordered by the Owner's Representative to ascertain that subsequent conformance is obtained with the contract documents.

Gravity Sanitary Sewer

Gravity Sanitary Sewer (By Diameter Pipe, Depth and Type of Material)

Method of Measurement: The quantity to be paid for under this Section shall be per linear foot (LF), to the nearest foot as measured along the horizontal center line of the pipe, placed at the depths and between the allowable limits under IRCDUS Standards. Complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, hauling and legal off-site disposal of debris, layout, temporary shoring,

support and protection of existing utilities, dewatering, installation of sanitary sewer main in accordance with IRCDUS Standards, wye fittings as may be required, reconnection of existing laterals found in the field or connections to newly replaced laterals, trench backfilling, compaction, density testing, connection to other sanitary sewer pipes and manholes, bypass pumping as required, cleaning, flushing, pressure testing (including temporary caps/plugs for testing as may be required), closed circuit television recording (CCTV), and any other items required for a complete and functional system.

Gravity Sewer Couplings (By Diameter & Type Coupling)

Method of Measurement: The quantity to be paid for under this Section shall be for each (EA) sewer coupling installed per IRCDUS Standards. Complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, hauling and legal off-site disposal of debris, layout, temporary shoring, dewatering, installation of sewer coupling in accordance with IRCDUS Standards. Trench backfilling, compaction, density testing, and any other items required for a complete and functional system, including support of existing aboveground and below ground improvements to remain and be protected.

Install Sanitary Manhole (By Size & Depth)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) sanitary structure installed, complete and accepted at the depths and dimensions as shown on IRCDUS Standards and includes, but is not limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, temporary shoring, dewatering, installation of new sanitary structure in accordance with IRCDUS Standards, manhole ring and cover, proposed sanitary pipe connections, pipe stub-outs up to 3 LF in length as required, flexible couplings to connect to existing sanitary main to stubbed out piping as required, removal and disposal of existing piping for stub-out installation, existing utility support and protection, temporary shoring, hauling and legal off-site disposal of debris, trench backfilling, compaction, density testing, surface restoration, adjustment of ring and cover to be flush with finish surfaces and any other items required for a complete and functional system.

Install Manhole Ring & Cover (By Size)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) manhole ring and cover installed on an existing structure, per IRCDUS Standards, and includes, but is not limited to, furnishing all materials, labor, and equipment required to remove any existing ring and cover, excavation of any type of surrounding material including asphalt, lime rock, temporary shoring, dewatering, installation of new ring and cover in accordance with IRCDUS Standards, removal and disposal of debris, trench backfilling, compaction, surface restoration, adjustment of ring and cover to be flush with finish surfaces and any other items required for a complete and functional system.

Pipe Bedding

- A. Method of Measurement: The quantity to be paid for under this Section shall be on a cubic yard (CY) basis on a loose volume truck load basis. Work shall include, but not be limited to purchasing, transporting, spreading and grading imported pipe bedding material, #57 stone or approved equal.
- B. Basis of Payment: Payment shall be made at the Contract Unit Price per cubic yard (CY) truck measure to the limits or as directed by the Owner's Representative in the field during construction.

Force Main Above Ground

Above Ground Epoxy Lined Force Main (By Diameter & Type of Material)

Method of Measurement: The quantity to be paid for under this Section shall be per linear foot (LF), to the nearest foot as measured along the horizontal center line of the pipe between the limits per IRCDUS Standards. Complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install above ground forcemain in accordance with IRCDUS Standards including flange fittings, primer and finish painting, cleaning, flushing, pressure testing (including temporary caps/plugs for testing as may be required), neoprene sleeves where pipe passes thru slabs, any other items required for a complete and functional system.

Force Main Epoxy Lined Fittings (By Diameter & Type of Material)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) force main fitting installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install force main fittings per IRCDUS Standards including joint restraint, layout, identification painting, connection to the existing force main, and any other items required for a complete and functional system.

Pipe Support Stands (By Size and Type of Material)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) pipe support stand installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install pipe support stands per IRCDUS Standards including design, layout, support saddles, anchor plates, anchor bolts, galvanizing, and any other items required for a complete and functional system.

Pipe Bedding

- A. Method of Measurement: The quantity to be paid for under this Section shall be on a cubic yard (CY) basis on a loose volume truck load basis. Work shall include, but not be limited to purchasing, transporting, spreading and grading imported pipe bedding material, #57 stone or approved equal.
- B. Basis of Payment: Payment shall be made at the Contract Unit Price per cubic yard (CY) truck measure to the limits or as directed by the Owner's Representative in the field during construction.

Eccentric Plug Valve Above Ground (By Diameter)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) eccentric plug valve installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install plug valve per IRCDUS Standards including the valve, hand wheel, gearbox, support stands, two coats final paint, appurtenances and any other items required for a complete and functional valve.

Check Valve Above Ground (By Diameter)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) check valve installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install check valve as per IRCDUS Standards, including the valve, outside weight, support stands, two coats final paint, appurtenances and any other items required for a complete and functional valve.

Air Release Valve Above Ground (By Size)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) Air Release Valve installed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to perform the connection to the force main, installation of taps, fittings, valves, spool pieces,

and pipe; flushing, pressure testing, any other items required for a complete and functional system including SCH 80 PVC discharge pipe for residual liquids released from the valve to a manhole or wet well.

Wet Well Replacement & Repair

Lift Station Pump Discharge Pipe Riser (By Diameter & Type of Material Replacement)

Method of Measurement: The quantity to be paid for under this Section shall be per vertical foot (VF) for new submersible pump discharge pipe riser complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to remove and replace pump discharge pipe including reconnection at discharge plate, connectors, stiffeners, reducers and elbows.

Lift Station Pump Discharge Pipe Fittings (By Diameter & Type of Material)

Method of Measurement: The quantity to be paid for under this Section shall be per fitting for new submersible pump discharge flanged pipe fittings or adapters, complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to remove and replace pump discharge pipe including reconnection at discharge plate, connectors, stiffeners, reducers and elbows.

Lift Station Discharge Riser Pipe Support Brackets (By Diameter & Type of Material)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) new stainless-steel pump discharge pipe support bracket complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to remove and replace pump discharge pipe support brackets including anchors, connectors, and concrete repair.

Lift Station Pump Guiderail (By Diameter) Replacement

Method of Measurement: The quantity to be paid for under this Section shall be per vertical foot (VF) for new stainless-steel submersible pump guiderail complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to remove and replace pump guiderails including anchors, top rail guides and concrete repair.

Lift Station Pump Lifting Chain (By Size) Replacement

Method of Measurement: The quantity to be paid for under this Section shall be per vertical foot (VF) for new stainless-steel pump lifting chain complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to remove and replace pump lifting chain pipe including reconnection at pump head, fasteners and connectors.

Lift Station Pump Discharge Baseplate (By Diameter) Replacement

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) new submersible pump discharge baseplate complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to remove and replace pump discharge baseplate including anchors and concrete repair.

Lift Station Pump Cable Hanger Bracket (By Number of Pumps) Replacement

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) new stainless- steel cable hanger bracket complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to remove and replace cable hanger bracket including anchors and concrete repair.

Lift Station Emergency Pump Connection (By Diameter)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) for new lift station emergency pump connection assembly complete, operational and accepted and shall include, but is not limited to, furnishing all materials, labor, and equipment required to install above and below ground piping, flanges, interior and exterior coatings including cam lock connectors and caps, and concrete housekeeping pad.

Sanitary Sewer Structure Interior Blasting or Coasting (By Size & Material Type)

Method of Measurement: The quantity to be paid for under this section shall per vertical foot (VF) OR per square foot of concrete structure blasted or coated to the extents or average mill thickness described, complete and accepted and shall include, but not be limited to, furnishing all labor, materials and equipment to blast or coat new and existing concrete structures including disposal of blast material, other surface preparation and cleaning, coating in multiple layers in accordance with manufacturers guidelines or specifications. The unit price shall also include all necessary labor, materials, and equipment to enter confined space to perform the work and any other tasks required to complete the work.

Hatches & Covers (By Size)

Method of Measurement: The quantity to be paid for under this Section shall be on per each (EA) hatch or cover. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for fabrication and installation of hatches, covers and frames for new or existing concrete structures, including frames, handles, lift bars, stop levers, anchors and hinges.

Support Equipment

CCTV, Jetter, Pumper or Vacuum Truck

Method of Measurement: The quantity to be paid for under this Section shall be per DAY (DA) OR HOUR (HR) of onsite vehicle operation. The unit price shall include an operator, helper (if needed) fuel, lubricants, materials, preparation and other miscellaneous work or materials required for the vehicle to provide and perform its support operation.

Pumps, Well Points, Compressors & Shoring

Method of Measurement: The quantity to be paid for under this Section shall be per DAY (DA) OR HOUR (HR) of equipment operation. The unit price shall include transport to and from the site, an operator, fuel, lubricants, materials, preparation and other miscellaneous work or materials required for the equipment to provide and perform its support operation.

Dewatering Operation During Excavation

Method of Measurement: The quantity to be paid for under this Section shall made at the lump sum (LS) basis OR (per week (WK) OR per day (DA) OR per hour (HR) basis. The contract price shall include full compensation for providing a complete dewatering system and shall include all labor, equipment, and materials for the dewatering operation for the installation of the storm drain systems and appurtenances. This item includes a stilling basin, pump noise mitigation, providing and maintaining floating turbidity barriers at all storm sewer outfalls, and other required dewatering appurtenances. Dewatering pumps shall have mitigation measures to reduce the noise level to less than 60 dBA measured at the base of residential and/or commercial office building structures. The lump sum unit price of this item also includes installation and removal of temporary soil ramps over header pipes at driveways to allow access to properties at all times during construction.

Sheet Piping During Excavation (By Depth of Panels)

Method of Measurement: The quantity to be paid for under this Section shall be per linear foot (LF) length of shoring measured horizontally from the start of shoring to the end, driven and installed to the depths for proper safety. The price for this item shall be full compensation of labor, equipment, and materials for all work required to furnish and install the shoring and sheeting and other approved trench safety measures and appurtenances. All shoring and sheeting calculations and drawings must be signed and sealed by a Professional Engineer registered in the State of Florida at no additional cost to the Owner. Also included is removal of the shoring upon completion of trenching activities.

Trench Box or Temporary Panel Shoring During Excavation (By Type)

Method of Measurement: The quantity to be paid for under this Section shall be per day (DA) of on-site use of trench box or temporary shoring panels used to stabilize excavations. The price for this item shall be full compensation of labor, equipment, and materials for all work required to furnish and place boxes or panels.

Clearing & Demolition Dumpster (By Type & Size)

Method of Measurement: The quantity to be paid for under this Section shall be per pull of the dumpster. The unit price shall include transport to and from the site, loading and off-site disposal and tipping fees.

Dump Truck, Wheel Loader, Other Heavy Equipment (By Type)

Method of Measurement: The quantity to be paid for under this Section shall be per hour (HR) of on-site motorized equipment operation. The unit price shall include transport to and from the site, a skilled operator, fuel, lubricants, filters, materials, preparation and other miscellaneous work or materials required for the vehicle to provide and perform its support operation.

Work Crews (By Type & Number of Personnel)

Method of Measurement: The quantity to be paid for under this Section shall be per hour (HR) of on-site work crew production. The unit price shall include transport to and from the site, hand tools, small power tools, fuel, lubricants, filters, materials, preparation and other miscellaneous work or materials required for the vehicle to provide and perform its support operation.

Wet Taps, Saddles & Valve, Connections to Existing Pipes & Structures

Wet Tap, Sleeve & Valve (By Diameter Pipe & Depth)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) tapping sleeve and valve installed, complete and accepted, and shall include but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, hauling and legal off-site disposal of debris, temporary shoring, existing utility support, dewatering, installation of the tapping sleeve and gate valve, valve box, housekeeping pad as may be required, pressure testing, trench backfilling, compaction, density testing, and any other items required for a complete and functional system.

Connect to Existing Valve, Fitting or Sewer Main (By Diameter Pipe)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) connection to an existing force or gravity main and shall be full compensation for furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, hauling and legal off-site disposal of debris, temporary shoring, existing utility support, dewatering, removal of fittings, cutting existing pipe, installation of sleeves, wyes, restraints on existing joints, and includes the plug valve, valve box, housekeeping pad as may be required to connect the proposed force main to the existing force

main. Also included is disposal of wastewater, pressure testing, trench backfilling, compaction, density testing, and any other items required for a complete and functional system.

Connect to Existing Sanitary Structure (By Diameter & Depth)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) connection to an existing structure and shall be full compensation for furnishing all materials, labor, and equipment including excavation, dewatering, shoring, coring, cutting, adjusting, connecting, removing, and all other necessary activities required to connect the proposed sewer main improvements to the existing sewer structure pipes as directed in the Utilities Standards or by the Owner's Representative.

Site Work Pay Items

Concrete Sidewalk (By Thickness)

- A. Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) of sidewalk installed and accepted. The contract unit price shall include compensation for all labor, material, and equipment required to install the sidewalk per IRCDUS Standards and specifications. The contract unit price shall also include rough grading, 6" subgrade compaction, forms, expansion joints, fiber mesh or welded wire mesh, broom finish and all other miscellaneous work required to complete the work in accordance with the Indian River County specifications.
- B. Basis of Payment: Payment shall be at the Contract Unit Price per square yard of sidewalk installed or as directed by the Owner's Representative in the field during construction.
- C. Exceptions: Any sidewalk that is broken incidental to construction shall be replaced at the Contractor's expense.

Concrete Flatwork (By Thickness)

Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) of slab or other flatwork installed and accepted. The contract unit price shall include compensation for all labor, material, and equipment required to install the slab per County specifications The contract unit price shall also include rough grading, 10" subgrade compaction, forms, expansion joints, visqueen vapor barrier, fiber mesh and steel reinforcing bars, broom finish and all other miscellaneous work required to complete the work in accordance with the Indian River County specifications.

Subgrade, Base, and Asphalt Removal & Repair (By Diameter of Pipe)

Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) of base and asphalt trench removal and repair placed and accepted. Specifically, this item shall be for all asphalt and base repair for the installation, removal, restraint or access to pipes, fittings, structures, and valves, except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract. The Unit Price shall include full compensation for all labor, materials, and equipment necessary to perform base and asphalt trench removal and repair and shall include, but not be limited to, saw cutting, excavation, base placement, grading and compaction, density testing, asphalt placement and specifications with IRCDUS Standards, as applicable, as well as installation of temporary or permanent roadway and parking lot striping, as applicable.

Open Cut Pavement Repair

Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) and shall include compensation for multiple mobilizations, labor, materials, and equipment required to remove, replace and repair the pavement over the pipe trench, including straight saw cuts, tack coats and two 1" lifts of S-III asphaltic

concrete. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with County specifications.

Asphaltic Concrete Pavement (By Thickness) Type S-1, S-3 or Superpave)

Method of Measurement: The quantity to be paid for under this Section shall be per square yard (SY) of asphalt surface course and shall include all labor, material, and equipment required to construct a final surface course. The unit prices shall include compensation for multiple mobilizations, labor, materials, and equipment required to construct the new asphalt concrete surface courses. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and the latest County specifications. This unit price shall also include all necessary labor, materials, and equipment to adjust the valve boxes, manholes, rims, inlets, or other fixtures to final grade, transitions to existing pavement, milling existing asphalt at tie-ins, tack coating, compaction, rolling, brooming, saw cutting and any other work required to complete the work.

Concrete Curb

Method of Measurement: The quantity to be paid for under this Section shall be on a linear foot (LF) basis for the concrete curb installed and accepted by the County. The contract unit price shall include all labor, materials, and equipment necessary to furnish and prepare the 12-inch-deep sub-grade (LBR 100) curb pad and install the concrete curbs per County specifications. The contract unit price shall also include other miscellaneous work required to complete the work in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and Indian River County specifications.

Sod - Bahia

Method of Measurement: The quantity to be paid for under this Section shall be on a square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation and sod placement per County specifications. The unit price bid for this item shall include all watering for planting and establishment of the sod during the contract and guarantee period.

Sod – St. Augustine or Bermuda

Method of Measurement: The quantity to be paid for under this Section shall be on a square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation and sod placement in county Specifications. The unit price bid for this item shall include all watering for planting and establishment of the sod during the contract and guarantee period.

Yard Grading W/#57 Stone & Geotextile Filter Fabric (Type D-2, D-3, D-4)

Method of Measurement: The quantity to be paid for under this Section shall be on a square yard (SY) basis. This work shall include, but not be limited to, excavation, grading, stripping and placement of final cover.

Excavation and Backfill

Method of Measurement: The quantity to be paid for under this Section shall be on a cubic yard (CY) basis calculated by the method of average end areas. Work shall include, but not be limited to, excavation, placement of embankment, transporting, spreading, grading and compacting soil within the site limits. No payment shall be made for excavation related to other work (i.e. pipe trenching, road base grading, curb placement, etc.). No payment will be made for excavation or filling of areas outside the lines and grades that are unnecessary.

Pressure Washing

Method of Measurement: The quantity to be paid for under this Section shall be on a square foot basis and shall include, but not be limited to, furnishing all materials, labor, and equipment required to pressure wash work zone, staging areas, sidewalks, curbs, driveways, including debris removal other restoration and/or clean up required for

a complete project except for any work designated to be paid for separately or to be specifically included in the costs of other work under the Contract.

Removal of Existing Pipe (By Diameter and Depth Bury)

Method of Measurement: The quantity to be paid for under this Section shall be per linear foot (LF) of pipe removed and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, temporary shoring, dewatering, removal of pipe, hauling and legal off-site disposal of debris, trench backfilling, compaction, density testing, support of existing aboveground and below ground improvements to remain and be protected, and any other items required for a complete and functional system.

Removal of Manholes, Inlets, or Vaults. (By Size & Depth of Bury)

Method of Measurement: The quantity to be paid for under this Section shall be per each (EA) existing structure removed, complete and accepted and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove all existing surface material and protruding objects, excavation of any type of material including rock, temporary shoring, dewatering, removal of existing structures, hauling and legal off-site disposal of debris, trench backfilling, compaction, density testing, including support of existing aboveground and below ground improvements to remain and be protected, and any other items required for a complete and functional system.

Allowance Pay Items

Permit & Fee Allowance

Method of Measurement: The quantity to be paid for under this Section shall be the actual permit and other fees charged by local governmental agencies, including, but not limited to, all license fees, business tax fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding document for performance of the work elements. The amount to be paid under this allowance includes recording fees, parking meter fees, sign permits, building and right of way permits and inspection fees, except for reinspection fees resulting from non-compliant work.

Maintenance of Traffic

Method of Measurement: The quantity to be paid for under this Section shall be based on actual costs. Only direct reimbursable costs from FDOT Certified Subcontractors for labor, equipment and materials, including rental of cones, barricades, directional and other signage will be paid for under this item. The Contractor's reimbursement shall include full compensation for all work related to the maintenance of traffic during the construction of the improvements, and any other related work, The work includes, but is not limited to, furnishing all materials, labor, and equipment required to install, maintain, and remove any and all required traffic control measures to control the flow of traffic through the work area within the public rights of way during the various phases of the project. Preparation and submittal of MOT plans for any required agencies as well as coordination with these parties shall also be included in this item. All work shall be in accordance with applicable local, state, and federal requirements.

Geotechnical Testing

Method of Measurement: The quantity to be paid for under this Section shall be based on actual costs for materials sampling and testing performed in accordance with the current ASTM standards and as prescribed under FDOT testing specifications. Work shall include sampling, transportation to a Owner approved laboratory facility, sample preparation and testing and reporting on the values determined under the laboratory testing. All samples used in testing shall be stored by the testing laboratory until the Owner's Representative provides written release to allow disposal of samples. The Contractor will be responsible to pay for all failed tests and for subsequent

retesting to meet quality and standard conditions. Whenever, nonconformance is detected or determined by the Owner's Representative as a result of the tests, the Contractor shall bear the full cost of additional tests which are ordered by the Owner's Representative to ascertain that subsequent conformance is obtained with the contract documents.

Soft Digs

Method of Measurement: The quantity to be paid for under this Section shall be based on actual costs. Under the direction of the Owner's Representative, the Contractor is to verify location and elevation of all existing utility conflicts and crossings as needed by soft digging the locations using "GroundHound" or "InfraMap" or another similar licensed locating service in the project area before proceeding with construction.

Miscellaneous Fittings, Parts, & Material

Method of Measurement: The quantity to be paid for under this Section shall be based on actual costs. When authorized by the Owner's Representative, the Contractor shall purchase site specific fittings, parts or other materials not listed elsewhere herein but necessary to complete the work. The Contractor shall verify the specific items and provide the Owner's Representative with a list of such items prior to acquisition.

Environmental Protection

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings.

Applicable Regulations

A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

Notification

The Owner will notify the CONTRACTOR in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the CONTRACTOR in writing, through the OWNER, of any non-compliance with Federal, State or local requirements. The CONTRACTOR shall, after receipt of such notice from the OWNER or from the regulatory agency through the OWNER, immediately

take corrective action. Such notice, when delivered to the CONTRACTOR or his authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance.

Implementation

- A. Prior to commencement of the Work, meet with the Owner's Representative to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the Owner's Representative and incorporate permanent control features into the project at the earliest practicable time.

Execution

Erosion Control

Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction areas shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to its original condition.

Protection of Surface Waters

- A. Care shall be taken to prevent, or reduce to a minimum, any damage to any surface water from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such surface waters. Contractor will be responsible for any mitigation necessary. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the surface water, shall not be directly returned to the surface water. Such waters will be diverted through a settling basin or filter before being directed into the surface waters.
- B. The CONTRACTOR shall not discharge water from testing operations directly into any surface water.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the OWNER. CONTRACTOR shall submit two copies of approved contingency plans to the Owner's Representative.

Protection of Land Resources

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project.
- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guides shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Owner's Representative.

- C. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR's equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR's equipment or operations shall be restored as nearly as possible to its original condition. The Owner's Representative will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed and replaced at Contractor's expense.
- 1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than 1-inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
- 2. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and in the opinion of the Owner's Representative cannot be saved, shall be immediately removed and replaced.
- E. The locations of the CONTRACTOR's storage and other construction buildings, required temporarily in the performance of the Work, shall be cleared as portions of the job site or areas to be cleared and shall require written approval of the Owner's Representative and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction. Drawings showing storage facilities shall be submitted for approval of the Owner's Representative.
- F. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

Protection of Air Quality

- A. Burning The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. Dust Control The CONTRACTOR will be required to maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval from the Owner's Representative.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the Owner's Representative.

Maintenance of Pollution Control Facilities During Construction

During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

Noise Control

The CONTRACTOR shall make every effort to minimize noises caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with City (if applicable) and County Noise Ordinances.

Maintenance of Traffic

Contractor shall provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable laws and regulation and subject to approval and permits by City (if applicable), Indian River County, and F.D.O.T. (if applicable).

Specific Traffic Control

- A. Contractor shall maintain local resident/tenant access on all public roads at all times unless stated otherwise herein.
- B. Contractor shall maintain access to all vehicular driveways (public or private) at all times, unless specific conditions limit that ability. Contractor shall backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.
- C. Contractor shall coordinate with the Police, Fire Department, Solid Waste Collection and Public Transportation for whom the Contractor will provide satisfactory access at all times.
- D. Contractor shall maintain, at a minimum, one travel lane, each direction, when performing work within the public right-of-way.

Execution

- A. The Contractor shall arrange their work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.
- B. If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the Contractor must contact the City (if applicable) or County for approval prior to completely blocking off the street.

Demolition & Renovation

- A. Contractor shall furnish all labor, materials, equipment, and incidentals required for demolition, removal and disposal work and as specified herein.
- B. Included, but not limited to, are demolition and removals of existing materials, equipment, or work necessary to install the new work and as specified herein. Demolition includes structural concrete, foundations, walls, doors, windows, structural steel, metals, roofs, masonry, attachments, appurtenances, piping, electrical and mechanical equipment, paving, curbs, walks, fencing, and other existing facilities.

- C. Demolitions and removals which may be specified under other Sections shall conform to the requirements of this Section.
- D. Where applicable, these specifications call attention to certain activities necessary to maintain and facilitate continuous operation of existing facilities during and immediately following construction and do not necessarily cover all of the required activities. The CONTRACTOR shall exercise due concern for existing facilities operation and shall direct all his activities toward maintaining continuous operation and minimization of operation.

Conditions and Structures

- A. The OWNER and the Owner's Representative assume no responsibility for the actual condition of any structures to be demolished or modified.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the OWNER insofar as practicable. However, variations within a structure may occur prior to the start of demolition work.

Rules and Regulations

- A. The CONTRACTOR shall determine the applicability and file notifications to the appropriate agencies with regard to demolition work that requires clearances for asbestos containing material (ACMs) handling or any other materials requiring special management. It should be noted that, in any demolition event, notifications must be filed in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAPS) as described in 40 CFR Part 61, Subpart M and Chapter 62-204 of the Florida Administrative Code (FAC).
- B. No building or structure, or any part thereof, shall be demolished until an application has been filed by the CONTRACTOR with the appropriate Building Department and a permit issued. Any fee for this permit shall be the CONTRACTOR'S responsibility.

Disposal of Material

- A. Where directed by the Owner's Representative, salvageable material and equipment shall become the property of the OWNER. The CONTRACTOR shall dismantle all such items to a size that can be readily handled, clean and store on or adjacent to the site in a protected place specified by the Owner's Representative, or loaded onto trucks provided by the CONTRACTOR.
- B. The OWNER will select the material and items of equipment that shall remain the property of the OWNER and which shall be stored where directed.
- C. Materials and items of equipment not selected for retention by the OWNER shall become the CONTRACTOR'S property and must be removed from the site disposed of in accordance with State and Federal regulations.
- D. Concrete, concrete block and excess bricks shall be disposed of by the Contractor.
- E. The storage or sale of removed items will not be allowed on the site.

Traffic & Access

A. Conduct demolition and the removal of equipment and debris to ensure minimum interference with occupied or used facilities.

- B. Special attention is directed towards maintaining safe and convenient access to any existing facilities by personnel and vehicles.
- C. Do not close or obstruct accesses to used facilities without permission from the Owner or Owner's Representative. Provide alternate routes around closed or obstructed access ways.

Protection

- A. Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent facilities. Provide interior and exterior shoring, bracing, or support to prevent the movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- B. Contractor shall exercise precautions for fire prevention. Acceptable fire extinguishing apparatus shall be available at all times in areas where demolition work is being performed using burning torches. Burning of demolition debris shall not be permitted on or near the site.

Damage

Promptly repair damage caused to adjacent facilities by demolition operations as directed by the Owner's Representative and at no cost to the OWNER. Repairs shall be made to a condition equal or better than that which existed prior to construction.

Utilities

- A. Contractor shall maintain existing utilities in service and protect against damage during demolition operations.
- B. Contractor shall not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner's Representative. Provide temporary services acceptable to the Owner's Representative during interruptions to existing utilities.
- C. The CONTRACTOR shall assist the OWNER in shutting off utilities required for the performance of demolition operations.
- D. The CONTRACTOR shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all utilities or services under the jurisdiction of the public and private utility companies.
- E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirements of the utility companies or the municipality owning or controlling them.

Removal of Existing Process Equipment, Piping & Appurtenances

- A. Subject to the constraints of maintaining the existing facilities in operation and prior to demolition, existing process equipment, non-buried valving, piping and appurtenances not necessary for the operation of the new facilities shall be removed.
- B. All equipment, piping and appurtenances shall be cleaned, flushed and drained. Equipment to be retained by the OWNER, as previously specified, shall be dismantled sufficiently and thoroughly cleaned and drained. All valves shall be left open. All discontinued piping shall be capped and sleeves and openings remaining after removal of the existing equipment, piping, and appurtenances shall be plugged and sealed as directed by the Owner's Representative.

Demolition

- A. Demolition shall be performed to the limits shown to achieve the necessary upgrades or repairs.
- B. Wet down work during demolition operations to prevent dust from arising. Provide protection from inclement weather for materials, equipment, and personnel located in partially dismantled structures.
- C. Existing, below grade slabs to be abandoned but not demolished shall have holes cut to allow for positive drainage and the prevention of flotation.
- D. Remove all existing work as directed or as required and prepare adjoining areas for installation of the proposed work or for blocking up and filling in of existing openings.
- E. All demolition debris shall become the property of the CONTRACTOR and shall be removed from the site and disposed of off the site in conformance with all applicable laws and regulations. Demolition debris shall not be used for fill or backfill.
- F. Blasting or the use of explosives will not be allowed for demolition work.
- G. CONTRACTOR shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste and debris of every sort shall be removed and the premises shall be left clean, neat and orderly.

Miscellaneous Concrete Slabs & Sidewalks

Remove miscellaneous concrete slabs and sidewalks when necessary for the construction of new structures or modifications of existing structures. All concrete sidewalks and curbing not required after the new work is constructed shall be removed and disposed of as specified hereinbefore.

Excavation, Backfill, and Compaction

The extent of trenching, backfill and compacting is at the Owner's discretion. This section includes furnishing equipment, labor and material, and performing all operations necessary and incidental to perform the required work.

Applicable Codes, Standards, and Specifications

- A. American Association of State Highway and Transportation Officials (AASHTO).
- B. Florida Department of Transportation "Standard Specifications for Road and Bridge Construction," Sections 120 and 125, 2013 Edition.
- C. Florida Trench Safety Act (90-96), CS/HB 3183.
- D. Underground Facility Damage Prevention and Safety Act (FS556).

Trench Safety Systems

- A. The Contractor shall follow the provisions of the "Florida Trench Safety Act", which incorporates OSHA Standards 29CFR's 1926.650, Subpart P as the State's trench safety standards. Trench excavation exceeding 5 feet in depth shall have an adequate safety system consisting of sheeting and shoring, suitable trench box, or other suitable system meeting the requirements of the Act.
- B. Contact Sunshine at 1-800-432-4770 or 811.

C. The Contractor shall be solely responsible for making all excavations in a safe manner. Provide appropriate measures to retain side slopes to ensure that persons working in or near the excavation are protected.

Obstructions

This item refers to obstructions which may be removed and do not require replacement. Remove obstructions within the trench area or adjacent thereto without additional compensation. Obstructions of such include, but are not limited to, tree roots, stumps, abandoned piling, buildings and concrete structures, logs, and debris of all types without additional compensation. The Owner's Representative may, if requested, make changes in the trench alignment to avoid major obstructions, if such alignment changes can be made, within the easement or right-of-way without adversely affecting the intended function of the facility, at no additional cost to the Owner.

Trench Excavation

The Contractor shall perform all aspects of excavation, of every description, and of whatever substance encountered to the dimensions and depths as necessary. Excavation shall be unclassified regardless of material encountered. Unless otherwise indicated, excavation shall be by open cut.

Shoring, Sheeting, & Bracing

- A. The Contractor shall provide all trench and structural bracing, shoring, or sheeting necessary to construct and protect the excavation from damage to existing utilities of all types, roadways, structures, and private property, and as required for the safety of the public, and employees.
- B. Increase trench widths accordingly by the thickness of the sheeting. Maintain sheeting in place until the pipe has been placed and backfilled at the pipe zone.
- C. Sheeting shall be removed by the Contractor during backfilling operations in a manner that will not damage the pipe or permit voids in the backfill.
- D. If approved by the Owner's Representative, sheeting can be left in place. The top of such sheeting left in place shall be cut off at a minimum elevation of 2.5 ft. below finished grade.
- E. All sheeting, shoring and bracing of trenches shall conform to the safety requirements of the Trench Safety Act and to the Federal, State or local public agency having jurisdiction.

Disposal of Removed Water

- A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits as approved by the Owner's Representative. The Contractor is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the Contractor's plan for trench disposal is approved in writing by the Owner's Representative. The Contractor's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons.
- B. Dispose of the water in a manner to prevent flooding of streets and damage to adjacent property. Drainage of trench water through the pipeline under construction is prohibited.
- C. Engines driving dewatering pumps shall be equipped with residential type mufflers.

Disposal of Excess Excavated Material & Debris

The Contractor, at his own expense, shall dispose of all excavated materials not suitable for backfill at an appropriate legal site.

Trench Backfill

- A. Backfill material shall be excavated material, predominately sandy material and essentially free of rock, stones, organic material, asphaltic concrete, clay, concrete, boulders and other deleterious material.
- B. Pipe Embedment: The backfill material required for placement around the pipe and to a depth of 1 foot above the top of the pipe shall consist of clean, fine to medium sand or a mixture of sand, shell or crushed rock with a maximum size of 3/4" and not more than 10 percent passing the U.S. Standard Number 200 sieve, properly graded and mixed so that fine grain material from the side walls of the trench or backfill above the embedment will not migrate into the backfill material.
- C. Above Pipe Embedment: The backfill material used to bring the trench to final subgrade from a depth of 1 foot above the top of the pipe shall consist of sand or a mixture of clean mineral soils with no particle size larger than 3-1/2".
- D. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided and paid for by the Contractor.

Backfill Operation

The pipe trench shall be backfilled immediately after the pipe is laid, unless other protection for the pipe line is provided. Backfill materials shall be selected, deposited and compacted so as to eliminate the possibility of lateral displacement of the pipe.

Compaction Equipment

- A. Compaction equipment shall be of suitable type and adequate to obtain the amount of compaction specified. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations and shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort.
- B. Hydro-compaction (puddling) of the backfill material will not be permitted.

Placing and Compaction

- A. The backfill material placed around the pipe to final subgrade, shall be compacted to a density of not less than 98% the maximum dry density as determined by of AASHTO Method T-180 or by IRCDUS Standards.
- B. The fill lift thickness shall be uniformly compacted and restricted to 8 inches maximum. Particular care shall be taken to ensure that the backfill at the haunch is free from voids and is properly compacted.

Compaction Tests

- A. The Owner's Repetitive may at any time instruct the Contractor to partially excavate a previously backfilled trench or temporarily backfilling of a short section of the trench for the purpose of obtaining measurements of the density of the backfill.
- B. The cost of the partial excavation and restoration of the backfill will be paid for by the Contractor.

- C. The Owner will pay for the proctors and density tests. Any test failures will be paid by the Contractor.
- D. Proctor and density tests shall be taken along the pipe, and at locations of manholes, inlets, and valves. The location, depth, and number of the tests shall be as selected by the Owner's Repetitive. Maximum intervals between tests shall be 300 feet.

Miscellaneous

A. Backfilling and compacting around meter boxes, valve boxes, manholes, storm inlets, and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling well point holes to prevent voids and settlement. If necessary, the holes should be plugged with a flowable fill, such plugging to be at the expense of the Contractor.

Restoration of Surface Improvements

- A. All surface improvements on public or private property which have been damaged or removed during excavation or any of the other Contractor's operation or other various construction activities shall be restored to conditions equal to or better than conditions existing prior to beginning work.
- B. These surface improvements include, but are not limited to, grass plots, sod, shrubbery, ornamental trees, signs, fences, mailboxes and other improvements on public or private property.
- C. Road shoulders, alleys and driveways of shell, lime rock, stabilized soil or gravel, where disturbed, shall be restored with like materials as removed. There shall be no mixing of unlike materials. The disturbed area shall be replaced with the appropriate materials to a minimum depth to restore it to a condition equal to or better than conditions existing prior to beginning work.
- D. Roadways other than paved streets, where disturbed, shall be replaced with like materials to a minimum compacted thickness of twelve (12) inches. There shall be no mixing of unlike materials. These roadways shall be compacted to a minimum of 98% of the maximum dry density as determined by AASHTO Method T-180 or per IRCDUS Standards.
- E. No additional cost for replacement of roadways other than paved streets will be allowed by the Owner.

Pavement, Curb & Sidewalk Removal

- A. Cut all bituminous and concrete pavements, regardless of the thickness, and all curbs and sidewalks, prior to excavation of the trenches with an approved pavement saw, hydro hammer, or approved pavement cutter. Unless otherwise directed by the Owner's Representative, the width of the pavement cut shall be at least equal to the required width of the trench at ground surface.
- B. Replacement concrete sidewalks shall be restored with a new modular panel, and the old panels shall be completely removed. No partial panels will be accepted.
- C. Pavement and concrete materials removed shall be hauled from the site and not used for trench backfill.
- D. The Contractor shall remove pavements as part of the trench excavation. The material from permanent pavement removal shall be carefully separated from trench excavation material and disposed of by the Contractor.

Pumping & Drainage

- A. The Contractor shall be responsible for determining all dewatering requirements and governmental regulations prior to commencement of work including, but not limited to, methods of drainage, removal of water, disposal of water and permitting.
- B. The Contractor shall bear all costs associated with dewatering, including costs of damage to property caused by dewatering.
- C. The Contractor shall provide and maintain all necessary facilities and equipment to remove all water entering excavations and shall keep such excavations dry so as to obtain a satisfactory undisturbed subgrade foundation condition until the fills, structures or pipes to be built thereon have been completed to such extent that they will not float or otherwise be damaged by allowing water levels to return to natural levels.
- D. Dewatering shall be conducted by a well point type system and in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at the proposed bottom of the excavation and to preserve the integrity of adjacent structures. Well point system installation shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground. Sump installation, over excavation of trenches, and rocking shall not be allowed as a method of dewatering.
- E. The conveying of water in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the authority having jurisdiction. Any requirements and costs for such use shall be the responsibility of the Contractor. However, the Contractor shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner's Representative, or the authority having jurisdiction, at no cost to the Owner.
- F. The Contractor shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc., in order to prevent adverse effects on groundwater quality.
- G. The Contractor shall provide for and be responsible for the prevention, control and abatement of erosion and water pollution until completion of the Project. The Contractor shall provide all temporary erosion control features necessary to prevent, control and abate erosion and water pollution. During the construction of the project, the Contractor shall comply with the Water Quality Standards of the State of Florida and applicable provisions of any NPDES permits in effect. Contractor shall procure any NPDES permits required by regulations as a result of the proposed Work.
- H. Prior to the release of any dewatering effluent, the Contractor shall sample turbidity levels in the final effluent to verify that turbidity levels do not exceed turbidity levels in the receiving water body by more than 29 NTU's (FAC 62-302 Surface Water Quality Standards). If dewatering effluent initially discharges into a man-made drainage ditch that conveys stormwater runoff from urbanized areas, the receiving waters are deemed to be at the outfall of the drainage ditch and FDEP may approve a permit modification allowing for the drainage ditch to be used as a mixing zone.

Pipe and Fittings

Description

Work under this section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and per IRCDUS Standards.

Applicable Codes, Standards, and Specifications

- A. The work under this Contract shall be in strict accordance with the following codes and standards.
- B. Indian River County Utility Standards.
- C. Florida Department of Environmental Protection.
- D. American Society for Testing and Materials (ASTM).
- E. American National Standards Institute (ANSI).
- F. American Water Works Association AWWA C600 Standard for Installation of Ductile-Iron Water Main and Their Appurtenances and AWWA C605 Standards for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water.

Materials & Equipment

- A. Unless otherwise specified or directed by the Owner's Representative, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.
- B. Prior to the start of work, the Contractor shall submit to the Owner's Representative a list of the manufacturers of all materials to be incorporated in the work that conform to a standard, code.

Workmanship

All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Owner's Representative when the manufacturer's instructions conflict with these specifications.

Site Maintenance

The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in residential, commercial or other developed areas.

Delivery, Storage & Handling and Equipment

- A. Deliver pipe to the site in such a manner as to provide adequate protection for the pipe ends and pipe.
- B. The Contractor, at his own expense, shall provide space for storage of materials and equipment.
- C. If permitted by the Owner, pipe strung along roads and right-of-ways shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic.
- D. Do not store PVC pipe in a place where it can be exposed to ultraviolet sunlight.

Products

Ductile Iron Pipe and Fittings for Pressurized Distribution Mains – Water or Sewer Application

- 1. Pipe:
- a. Ductile Iron Pipe and Joint Devices shall conform to the requirements of ANSI/AWWA C151/A21.51, ANSI/AWWA C111/A21.11-90, ANSI/AWWA C115/A21.15.

- b. Sizes 3" to 12" diameter shall be Class 52.
- c. Sizes 14" and above shall be Class 51.

2. Fittings:

- a. Fittings 4" through 24" shall conform to the requirements of ANSI/AWWA C153/A21.53 latest revision.
- b. Fittings 30" and above shall conform to the requirements of ANSI/AWWA C110/A21.10 latest revision.
- c. Pipe fittings shall be pressure rated at 350 psi. Coatings shall be the same as for the pipe.
- d. joint fittings for 24" and smaller diameter shall be "Flex-Ring" as manufactured by American Cast Iron Pipe Company, "TR Flex" as manufactured by U.S. Pipe Company, "Super-Lock" as manufactured by Clow Corporation, or an "approved equal". Restrained joint fittings for 30" and larger diameter pipe shall be "Lok-Ring" as manufactured by American Cast Iron Pipe Company, "TR-Flex" as manufactured by U.S. Pipe Company, or an "approved equal". All bolts and hex nuts shall be U.S. Steel COR Ten or an "approved equal". The accessory package consisting of the restraining element and gaskets shall be packaged together as a complete unit noting the size on the outside of the sealed weather proof container. Mechanical joint fittings as specified in paragraph 2 © below may also be used at the Contractor's option.
- e. Mechanical Joint Fittings shall conform to the requirements stated in paragraph 2(a) above. Mechanical joint fittings shall be furnished with Megalug Retainer Glands as manufactured by EBBA Iron, Inc., Eastland, Texas (1-800-433-1716) or an "approved equal" unless otherwise noted. All bolts and hex nuts shall be U.S. Steel COR Ten or an "approved equal". The accessory package consisting of the retainer gland, bolts, nuts and gaskets shall be packaged together as a complete unit noting the size on the outside of the sealed weather proof container.

Coatings

- A. The internal surfaces of force main piping and fittings shall be epoxy lined in strict accordance with the manufacturer's recommendations.
- B. External surface of all buried ductile iron pipe and fittings shall be coated with a bituminous coating approximately one mil thick in accordance to AWWA C151/A21.51 latest revision.
- C. External surface of all buried ductile iron pipe and fittings shall be coated with a bituminous coating approximately one mil thick in accordance to AWWA C151/A21.51 latest revision.

Joints

- A. Joints in pipe shall conform to the requirements of ANSI/AWWA C151 latest revision.
- B. Joints in fittings shall conform to the requirements of ANSI/AWWA C111/A21 latest revision.
- C. Slip-on joints and mechanical joints shall conform to the requirements of AWWA C-111.
- D. Restrained joints shall be American Ductile Iron "Flex-Ring" Joint or "Fast-Grip" Gaskets, U.S. Pipe "TR Flex" Joint or "Field Lok" Gaskets, Clow "Super Lock" Joint, Mechanical Joint with Megalug Retainer Gland, or "approved equal".
- E. All bolts and hex nuts shall be U.S. Steel COR Ten or an "approved equal", conforming to current provisions of American National Standard ANSI/AWWA C111/A21.11 for rubber gasket joints for ductile iron pipe and fittings, NSS Cor-Ten T-bolts, or an "approved equal".

Ductile Iron & Polyvinyl Chloride Pipe for Gravity Wastewater System Application

A. Polyvinyl Chloride Pipe (PVC) shall conform to the requirements of ASTM D3034, SDR 26.

- B. Ductile Iron Pipe sizes 3" to 12" diameter shall be Class 52. Sizes 14" and above shall be Class 51.
- C. Polyvinyl Chloride Pipe (PVC) shall conform to the requirements of ASTM D3034, SDR 26.
- D. Fittings shall conform to the requirements of ANSI/AWWA C110/A21.10 latest revision.
- E. Coating on the internal surface of ductile iron sewer pipe and fittings shall conform to: The internal surfaces of force main piping and fittings shall be epoxy lined in strict accordance with the manufacturer's recommendations. The following products are the only currently approved products which shall be utilized for internal use:
- I. Protecto 401 Ceramic Epoxy Lining, 40 mils thick.
- II. Permox PCS-9043, Glass Flake Epoxy, 40 mils thick.
- F. External surface of all ductile iron pipe and fittings shall be coated with a bituminous coating approximately one mil thick.
- G. Joints in ductile iron fittings shall conform to the requirements of ANSI/AWWA C111/A21 latest revision.
- H. Joints in PVC pipe shall conform to the requirements of ASTM D3212 with watertight rubber sealing ring and flexible seal.

Reinforced Concrete Pipe & Polyvinyl Chloride Pipe for Gravity-Storm Sewer Application

- A. Reinforced concrete pipe (RCP) shall be in conformance to the requirements of the F.D.O.T.'s Standard Specifications for Road and Bridge Construction, latest edition, Section 941, Articles 941-1 through 941-2.
- B. Polyvinyl Chloride Pipe (PVC) shall conform to the requirements of ASTM D3034, SDR 26.
- C. The pipe joints shall be the round rubber gasket type conforming to the F.D.O.T.'s Standard Specifications for Road and Bridge Construction, latest edition, Section 942, Article 942-1. Pipe joint installation otherwise shall be in accordance with the recommendations of the pipe manufacturer and the gasket manufacturer.
- D. Pipe gaskets shall be in conformance with Section 942 of the F.D.O.T.'s Standard Specifications for Road and Bridge Construction, latest edition.

Identification & Color Coding of Wastewater Pipe & Fittings

- A. All wastewater force main pipe and fittings shall be color coded or marked using safety Green as a predominant color. Underground plastic pipe shall be solid-wall Green pipe, co-extruded Green external skin, or shall be white or black pipe with Green stripes incorporated into, or applied to, the external pipe wall.
- B. Underground metal or concrete pipe shall have Safety Green stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe shall have continuous stripes that run parallel to the axis of the pipe, that are located at no greater than 180-degree intervals around the pipe, and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe. For pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines run parallel to the axis of the pipe, that are located at no greater than 120-degree intervals around the pipe, and that will remain intact during and after installation of the pipe.

- C. All aboveground wastewater force mains shall be painted solid Safety Green.
- D. Green Warning tape with WASTEWATER printed on the tape shall be placed in the trench during backfill of the wastewater force main pipe, a vertical distance of 18" above the crown of the pipe.

Wastewater Gravity Sewers

- A. All gravity sewer lines and laterals within the public right of way shall be green in color.
- B. Green Warning tape with WASTEWATER printed on the tape shall be placed in the trench during backfill of the wastewater laterals only, a vertical distance of 18" above the crown of the pipe. No tape is required on collection lines between manholes.

High Density Polyethylene Pipe and Fittings

The Contractor shall furnish all labor, materials, equipment, and incidentals required to install High Density Polyethylene (HDPE) pressure pipe, fittings, and appurtenances per IRCDUS Standards.

Referenced Standards

All standard specifications, i.e., Federal, ANSI, ASTM, etc., made a portion of these Specifications by reference, shall be the latest edition and revision thereof.

Submittals

- A. The Contractor shall submit to the Owner's Representative, a list of materials to be furnished, the names of the suppliers, and the appropriate shop drawings for all HDPE pipe and fittings.
- B. The Contractor shall submit the pipe manufacturer's certification of compliance with the applicable sections of the Specifications.
- C. The Contractor shall submit shop drawings showing installation method and the proposed method and specialized equipment to be used.

Inspections and Test

All work shall be inspected by an Authorized Representative of the Owner who shall have the authority to halt construction if, in his opinion, these specifications or standard construction practices are not being followed. Whenever any portion of these specifications is violated, the Owner's Representative, shall, by written notice, order further construction to cease until all deficiencies are corrected.

Warranty & Acceptance

The Contractor shall warrant all work to be free from defects in workmanship and materials for a period of one year from the date of completion of all construction. If work meets these specifications, a letter of acceptance, subject to the one-year warranty period, shall be given at the time of completion. A final acceptance letter shall be given upon final inspection at the end of the one-year warranty period, provided the work still complies with these specifications. In the event deficiencies are discovered during the warranty period, they shall be corrected by the Contractor without additional charge to the owner before final acceptance. During the warranty period, the Owner's Representative shall determine if warranty repairs or replacement work shall be performed by the Contractor. The decision of the Owner's Representative shall be binding upon the Contractor.

Polyethylene Pipe & Fittings

- A. Polyethylene pressure pipe shall be manufactured from PE3408 polyethylene and shall meet AWWA C906 standards. When specified by the Owner's Representative as an alternate to PVC, HDPE (ductile iron pipe sized) piping can be used for buried applications. Iron pipe sized (IPS) HDPE piping can be used for above-ground applications. HDPE (IPS) Hydrostatic Design Bases (HDB) piping shall be used for the riser pipes from the pump discharge and manifold per IRCDUS Standards. All HDPE pipe shall be DR -11 unless a substitute is authorized by the County's Representative.
- B. Where HDPE pipe is joined to HDPE pipe, it shall be by thermal butt fusion. Thermal butt fusion shall be accomplished in accordance with the pipe manufacturer and fusion equipment supplier specifications. The Contractor installing thermal butt fused HDPE pipe shall have a minimum of five years' experience performing this type of work.
- C. Qualification of Manufacturer. The Manufacturer shall have manufacturing and quality control facilities capable of producing and assuring the quality of the pipe and fittings required by these specifications. The Manufacturer's production facilities shall be open for inspection by the Owner or their authorized representative. Qualified manufacturers shall be approved in writing by the Owner's Representative.
- D. Approved Manufacturer. Manufacturers that are qualified and approved by the Owner are listed below.
 - PLEXCO Division of Chevron Chemical Company or equal.
- E. Materials used for the manufacture of polyethylene pipe and fittings shall be PE3408 high density polyethylene meeting cell classification 345434C or 345434E per ASTM D 3350; and meeting Type III, Class B or Class C, Category 5, Grade P34 per ASTM D 1248; and shall be listed in the name of the pipe and fitting manufacturer in PPI (Plastics Pipe Institute) TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings Compounds, with a standard grade rating of 1600 psi at 73°F. The Manufacturer shall certify that the materials used to manufacture pipe and fittings meet these requirements.
- F. Interchangeability of Pipe and Fittings. Polyethylene pipe and fittings shall be produced by the same Approved Manufacturer. Products made by sub-Contractors or Manufacturer's distributor are not acceptable. Pipe and fittings from different Approved Manufacturers shall not be interchanged.
- G. Polyethylene Pipe. Polyethylene pipe shall be manufactured in accordance with ASTM F 714, Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter or ASTM D 3035, Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter and shall be so marked. Each production lot of pipe shall be tested for (from material or pipe) melt index, density, % carbon, (from pipe) dimensions and either quick burst or ring tensile strength (equipment permitting).
- H. Polyethylene Fittings & Custom Fabrications. Polyethylene fittings and custom fabrications shall be molded or fabricated by the pipe manufacturer. Butt fusion outlets shall be made to the same outside diameter, wall thickness, and tolerances as the mating pipe. All fittings and custom fabrications shall be fully rated for the same internal pressure as the mating pipe. Pressure de-rated fabricated fittings are prohibited.
- I. Molded Fittings. Molded fittings shall be manufactured in accordance with ASTM D 3261, Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing, and shall be so marked. Each production lot of molded fittings shall be subjected to the tests required under ASTM D 3261.

- J. X-Ray Inspection. The Manufacturer shall submit samples from each molded fitting production lot to x-ray inspection for voids, and shall certify that voids were not found.
- K. Fabricated Fittings. Fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock, or molded fittings. Fabricated fittings shall be rated for internal pressure service equivalent to the full-service pressure rating of the mating pipe. Directional fittings 16" IPS and larger such as elbows, tees, crosses, etc., shall have a plain end inlet for butt fusion and flanged directional outlets. Part drawings shall be submitted for the approval of the Owner's Representative.
- L. Polyethylene Flange Adapters. Flange adapters shall be made with sufficient through-bore length to be clamped in a butt fusion joining machine without the use of a stub-end holder. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves to provide gasketless sealing, or to restrain the gasket against blow-out.
- M. Back-up Rings & Flange Bolts. Flange adapters shall be fitted with lap joint flanges pressure rated equal to or greater than the mating pipe. The lap joint flange bore shall be chamfered or radiused to provide clearance to the flange adapter radius. Flange bolts and nuts shall be Grade 2 or higher.
- N. Installation shall be in accordance with Manufacturer's recommendations and this specification. All necessary precautions shall be taken to ensure a safe working environment in accordance with the applicable codes and standards.

Installation of High-Density Polyethylene Pressure Pipe & Fittings

- A. All high-density polyethylene (HDPE) pressure pipe shall be installed by direct bury, directional bore, or a method approved by the Owner prior to construction. If directional bore is used, or if directed by the Owner, the entire area of construction shall be surrounded by silt barriers during construction.
- B. Installation shall be in accordance with Manufacturer's recommendations, and this specification. All necessary precautions shall be taken to ensure a safe working environment in accordance with the applicable codes and standards.

Heat Fusion Joining

Joints between plain end pipes and fittings shall be made by butt fusion, and joints between the main and saddle branch fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting Manufacturer. The Contractor shall ensure that persons making heat fusion joints have received training and certification for heat fusion in the Manufacturer's recommended procedure. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12-months before commencing construction. External and internal beads shall not be removed.

Mechanical Joining

Polyethylene pipe and fittings may be joined together or to other materials by means of flanged connections (flange adapters and back-up rings) or mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material. Mechanical couplings shall be fully pressure rated and fully thrust restrained such that when installed in accordance with manufacturer's recommendations, a longitudinal load applied to the mechanical cooling will cause the pipe to yield before the mechanical coupling disjoins. External joint restraints shall not be used in lieu of fully restrained mechanical couplings.

Mechanical Joint & Flange Installation

Mechanical joints and flange connections shall be installed in accordance with the Manufacturer's recommended procedure. Flange faces shall be centered and aligned to each other before assembling and tightening bolts. In no case shall the flange bolts be used to draw the flanges into alignment. Bolt threads shall be lubricated, and flat washers shall be fitted under the flange nuts. Bolts shall be evenly tightened according to the tightening pattern and torque step recommendations of the Manufacturer. At least one hour after initial assembly, flange connections shall be re-tightened following the tightening pattern and torque step recommendations of the Manufacturer. The final tightening torque shall be 100 ft-lbs. or less as recommended by the Manufacturer.

Paints & Coatings

- A. The work of this section consists of furnishing all materials, labor, equipment and incidentals required and performing all the painting necessary to complete this Contract in its entirety.
- B. It is the intent of these Specifications to paint all exposed structural ferrous metal, pipe, fittings, supports, masonry, concrete, and all other work required to be painted unless otherwise specified.
- C. References from Steel Structures Painting Council (SSPC):
 - 1. SSPC-SP-1 Surface Preparation Specification Solvent Cleaning
 - 2. SSPC-SP-2 Surface Preparation Specification Hand Tool Cleaning
 - SSPC-SP-3 Surface Preparation Specification Power Tool Cleaning
 - 4. SSPC-SP-6 Surface Preparation Specification Commercial Blast Cleaning

Painting Not Included

- A. The following categories of work below (B-E) are not included as part of the field-applied finish work, or are included in other sections of these specifications.
- B. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory finishing or installer finishing is specified for such items as finished electrical equipment.
- C. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, and bronze materials will not require finish painting, unless otherwise indicated.
- D. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated.

| E. | Do not paint over | any code-required labe | els, such as Underwriters |
|--------|---------------------|------------------------|-----------------------------|
| equipm | ent identification, | performance rating, na | ime, or nomenclature plates |

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Materials

A. All painting materials shall be fully equal to those manufactured by the Tnemec Company Inc., Sherwin-Williams, Porter Paint Company or M-A-B Paints and Coatings. The painting schedule has been prepared on the basis of Tnemec, Porter and Koppers products and recommendations for applications. No brand other than those named will be considered for approval unless the brand and type of paint proposed for each item in the following schedule together with sufficient data substantiated by certified tests conducted at no expense to the Owner, to demonstrate its equality to the paint(s) named, is submitted in writing to the Owner for approval within 30 days after the signing of the Notice to Proceed. The type and number of tests performed shall be subject to the Owner's Representative's approval.

- B. All painting materials shall be delivered to the mixing room in unbroken containers, bearing the Manufacturer's brand, date of manufacture and name. They shall be used without adulteration and mixed, thinned and applied in strict accordance with Manufacturer's directions for the applicable materials and surface and with the Owners Representative's approval before using.
- C. (2) Coats shall be applied regardless of the material painted.

Preparation of Surfaces

- A. General: Perform preparation and cleaning procedures in strict accordance with the paint Manufacturer's instructions and as herein specified, for each particular substrate condition. When the specified and recommended Manufacturers surface preparation system differ, use the system which in the Owner's opinion is the more restrictive (conservative). Tar stops shall not be applied to items with bitumastic coatings. The bitumastic coating shall be sandblasted off. All surfaces to be painted shall be prepared as specified herein and shall be dry and clean before painting.
- B. Carefully remove all hardware, hardware accessories, machine surfaces, plates, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved.
- C. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.
- D. All metal welds, blisters, etc., shall be ground and sanded smooth in accordance with SSPCSP-3, or in difficult and otherwise inaccessible areas, by hand cleaning in accordance with SSPC-SP2. All pits and dents shall be filled and all imperfections shall be corrected so as to provide a smooth surface for painting. All rust, loose scale, oil, grease and dirt shall be removed by use of approved solvents, wire brushing or sanding.
- E. Primed or Previously Painted Surfaces and Nonferrous Surfaces: All coated surfaces shall be cleaned prior to application of successive coats. Highly corroded surfaces shall be sand blasted in accordance with SSPC-SP-6. All nonferrous metals not to be coated shall be cleaned. This cleaning shall be done in accordance with SSPC-SP-1, Solvent Cleaning.

F. Cementitious Materials:

- 1. Prepare cementitious surfaces of concrete and concrete block to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.
- 2. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, correct this condition before application of paint. Do not paint over surfaces where the moisture content exceeds that permitted in the Manufacturer's printed directions.
- G. Shop-Finished Surfaces: All shop-coated surfaces shall be protected from damage and corrosion before and after installation by treating damaged areas immediately upon detection. Abraded or corroded spots on shop-coated surfaces shall be "Hand Cleaned" and then touched up with the same materials as the shop coat. All shop

coated surfaces which are faded, discolored, or which require more than minor touch-up in the opinion of the Owner shall receive new surface preparation before being repainted. Cut edges of galvanized sheets and exposed threads and cut ends of galvanized piping, electrical conduit, and metal pipe sleeves, that are not to be finished painted, shall be "Solvent Cleaned" and primed with zinc dust-zinc oxide metal primer.

H. Galvanized and Zinc-Copper Alloy Surfaces: Where these surfaces are specified to be painted, they shall be "Solvent Cleaned" and/or sand blasted and treated as hereinafter specified. Such surfaces not to be painted shall be "Solvent Cleaned".

Workmanship

- A. Primer (spot) and paint used for a particular surface shall, in general, be as scheduled for that type of new surface. Confirm with the paint Manufacturer that the paint proposed for a particular repaint condition will be compatible with the existing painted surface. Sample repainted areas on the actual site will be required to ensure this compatibility. Finished repainted areas shall be covered by the same guarantee specified for remainder of work.
- B. At the request of the Owner's Representative, samples of the finished work prepared in strict accordance with these Specifications shall be furnished and all painting shall be equal in quality to the approved samples. Finished areas shall be adequate for the purpose of determining the quality of workmanship. Experimentation with color tints shall be furnished to the satisfaction of the Owner where standard chart colors are not satisfactory.
- C. Protection of movable objects, equipment, fittings and accessories shall be provided throughout the painting operations. Dripped or spattered paint shall be promptly removed. Lay drop cloths in all areas where painting is being done to adequately protect flooring and other work from all damage during the operation and until the finished job is accepted.
- D. On metal surfaces apply each coat of paint at the rate specified by the Manufacturer to achieve the minimum dry mil thickness required. If material has thickened or must be diluted for application by spray gun, the coating shall be built up to the same film thickness achieved with undiluted material. One gallon of paint as originally furnished by the Manufacturer shall not cover a greater area when applied by spray gun than when applied unthinned by brush. Deficiencies in film thickness shall be corrected by the application of an additional coat(s). On masonry, application rates will vary according to surface texture, however, in no case shall the Manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative finish either by decreasing the coverage rate or by applying additional coats of paint.
- E. Paints shall be mixed in proper containers of adequate capacity. All paints shall be thoroughly stirred before use and shall be kept stirred while using. No unauthorized thinners or other materials shall be added to any paint.
- F. Only skilled painters shall be used on the work and specialists shall be employed where required.

Quality Control

A. The finished surfaces shall be free from runs, ridges, voids, drips, waves, laps, and variation in color, texture and finish. Painting found defective shall be scraped or sandblasted off and repainted as directed by the Owner's Representative. Before final acceptance of the work, damaged surfaces of paint shall be cleaned and repainted or touched up as directed by the Owner's Representative.

- B. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.
- D. Successive coats of paints shall completely cover the previous coat so it cannot be seen. Each coat shall be tinted to make the various coats distinguishable. Successive coats shall be applied after a minimum 24-hour drying period unless otherwise recommended by the Manufacturer.

Cleanup

- A. The premises shall at all times be kept free from accumulation of waste material and rubbish caused by employees or work. At the completion of the painting remove all tools, scaffolding, surplus materials and all rubbish from and about the buildings and leave work "broom clean" unless more exactly specified.
- B. Upon completion, remove all paint where it has been spilled, splashed, or splattered on all surfaces, including floors, fixtures, equipment, furniture, etc., leaving the work ready for inspection.

Paint Color

All colors shall be as selected by the Owner's Representative from Color Cards to be submitted by the Contractor.

Wastewater Valves & Appurtenances

General

Furnish all labor, materials, equipment and incidentals required and install complete and ready for operation all valves and appurtenances as specified herein.

Equipment

The equipment shall include, but not be limited to, the following:

- Eccentric Plug Valves
- Check Valves
- Vacuum Breakers
- Air Release Valves
- Curb Stops & Corporations Stops
- Flange Adapter Couplings and Flexible Couplings
- Diaphragm Seals, Unions and Mechanical Type Seals
- Hose bibs and PSI Gauges

Description of System

All of the equipment and materials specified herein are intended to be standard for use in controlling the flow of wastewater and reclaimed water.

Qualifications

All of the types of valves and appurtenances shall be products of well-established reputable firms who are fully experienced, reputable and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these specifications as applicable.

Special Tools

Special tools, if required for normal operation and maintenance shall be supplied with the equipment.

Product, General

- A. All valves and appurtenances shall be per IRCDUS Standards. Unless approved otherwise by the Owner's Representative, all valves of the same type shall be from the same manufacturer.
- B. All valves and appurtenances shall have the name of the manufacturer and the working pressure for which they are designed cast in raised letters upon some appropriate part of the body.
- C. Valve exterior to be painted Phenolic Primer Red Oxide for high resistance to corrosion.
- D. For corrosion protection, the interior ferrous surfaces of all check valves used in sewage applications shall be coated with a factory applied, two-part epoxy coating to a minimum of 20 mils thick.

Eccentric Plug Valves

- A. All valves shall be eccentric plug valves unless otherwise specified. Valves shall be as manufactured by DeZurik, Milliken, Valmatic or approved equal.
- B. Plug valves shall be tested in accordance with AWWA C504 Section 5. Each valve shall be performance tested in accordance with AWWA C504 Section 5.2 and shall be given a leakage test and hydrostatic test as described in AWWA C504 Paragraphs 5.3 and 5.4. The leakage test shall be applied to the face of the plug tending to unseat the valve. The Manufacturer shall furnish certified copies of reports covering proof of design testing as described in AWWA C504 Section 5.5.
- C. Plug valves shall be of the tight closing, resilient faced, non-lubricating variety and shall be of eccentric design such that the valve's pressure member (plug) rises off the body seat contact area immediately upon shaft rotation during the opening movement.
- D. Valve pressure ratings shall be established by hydrostatic tests as specified by ANSI B16.1-1967. Pressure ratings shall be as follow: Valves shall be drip-tight in both directions (bi-directional) at rated pressure, 175 psi for 12-inch diameter and smaller; 150 psi for 14-inch diameter and larger. The valve shall be provided with a 2-inch square operating nut.
- E. The valve body shall be constructed of cast iron ASTM A126, Class B. Body ends shall be mechanical joint to meet the requirements of AWWA C111/ANSI A21.11 or single gasket push-on type.
- F. The valve plug shall be constructed of cast iron or ductile iron and shall have a conical seating surface which is eccentrically offset from the center of the plug shafts. The plug and shafts shall be integral. The entire plug face shall be totally encapsulated with Buna N (Nitrile) rubber in all valve sizes. The rubber to metal bond must withstand 75 lbs. pull under test procedure ASTM D-429-73, Method B. When the plug is in full open position, plug geometry and body waterway contours must provide a passageway that allows flow capacity to 100% of the adjacent pipe area.
- G. Valve seat mating surface shall be constructed of a welded-in overlay of not less than 90% nickel or be a one-piece 304 stainless-steel ring. Seat ring contour must be precision machined.
- H. A mechanical "brake" shall be supplied on all valves and shall be capable of "locking" the valve in any intermediate position between full-open and full-closed.

- I. Valves shall have multiple V-type packing and packing glands and shall be capable of being field adjusted or repacked without the bonnet or plug being removed from the valve with the valve under the full rated pressure. Valves shall have a port position indicator.
- J. Valve shaft seals shall be adjustable and comply with AWWA C507 Section 10 and with AWWA C507 Section 11.
- K. Manual valves shall have lever or gear actuators and tee wrenches, extension stems, floor stands, etc. per IRCDUS Standards. All valves 6" and larger shall be equipped with gear actuators and handwheels.
- L. All gearing shall be enclosed in a semi-steel housing and be suitable for running in a lubricant with seals provided on all shafts to prevent entry of dirt and water into the actuator. All actuator shafts shall be supported on permanently lubricated bronze bearings. Actuators shall clearly indicate valve position and an adjustable stop shall be provided to set closing torque. All adjustable stop shall be provided to set closing torque.
- M. All exposed nuts, bolts, and washers shall be zinc or cadmium plated. Valve packing adjustment shall be accessible without disassembly of the actuator.
- N. Valves and gear actuators for submerged service shall have seals on all shafts and gaskets on the valve and actuator covers to prevent entry of water. Actuator mounting brackets for buried or submerged service shall be totally enclosed and shall have gasket seals. All exposed nuts, bolts, springs and washers shall be stainless steel.
- O. Three-way plug valves shall be non-lubricated gear oriented. Valve bodies shall be ASTM A-126 Class, and be semi-steel with 125 lb. ANSI standard flanges. Plugs shall be resilient faced. Three-way valves shall be 3-way, 3 port 270 degree turn.
- P. Plug valves installed such that actuators are 6-feet or more above the floor shall have chain wheels.
- Q. Plug valves shall be installed with extended shafts and actuators if required. Actuators for extended shafts shall be mounted on floor stands or shall be removable handwheels where floor stands are not called for. Six-inch sleeves shall be provided for extended shafts in all floors; where necessary covers shall be provided. Shafts shall be of adequate strength to operate the valve and shall be 304 stainless-steel where submerged and carbon steel elsewhere. Floor stands and covers, where called for shall be cast iron. Floor stands shall be equipped with valve position indicators. Plug valves shall be furnished with extended bonnets, equal to DeZurik Figure 640.
- R. All buried plug valves shall have a remote position indicator in the valve box showing position of the valve. A stainless-steel centering and I.D. plate shall be provided showing direction of opening and number of turns to open for each valve.

Valves for Buried Service

- A. Valves for buried service shall meet all the requirements as specified herein for interior except that buried valves shall have mechanical joint ends.
- B. All buried valves shall have cast-iron three-piece valve boxes, valve boxes shall be provided with suitable heavy bonnets to extend to such elevation at the finished grade surface as directed by the Owner's Representative. The barrel shall be two-piece, screw type, having 5 " shaft. The upper section shall have a flange at the bottom having sufficient bearing area to prevent settling, shall be designed so as to prevent the transmission of surface

loads directly to the valve or piping. Valve boxes shall be manufactured by CLOW, OPELIKA FOUNDRY, TYLER PIPE, or approved equal.

- C. Valve boxes shall have cast iron covers as specialty covers in sidewalks or landscape areas. Covers shall have "SEWER" cast into the top. The covers shall be so constructed as to prevent tipping or rattling.
- D. One tee-handled gate-wrench of suitable length shall be furnished.
- E. Where valves are located out of pavement, the boxes shall be adjusted to finished grade and a concrete slab two feet square and six inches thick shall be poured around the box.
- F. Valve boxes shall be of the heavy duty, traffic bearing cast iron, adjustable screw type with a drop cover. The valve box assembly shall consist of a bottom section, top section and cover which is cast from gray iron, formulated to ASTM specification A-48 latest revision, class 30 minimum and shall be free from blowholes, shrinkage or other imperfections not true to pattern. The shaft size shall be 5 1/4" and the adjustable length shall be from 18" to 24". The wall thickness shall be 3/16" + 1/16". The weight of the assembly shall be 61 pounds + 2 pounds, with the cover weight being a minimum of 12 pounds.
- G. The name of the manufacturer and foundry of origin shall be cast into each of the components of the assembly in legible form. The assembly shall be suitable for highway traffic wheel loads of 16,000 pounds and shall withstand a proof load test of 25,000 pounds without failure or permanent deflection, as per Federal Specification RR-F-621-C, latest revision. The valve box shall be cast, machined, assembled, and packaged within the United States and shall fully comply with the Buy American provisions of Public Law 102-240, enacted 12/18/91.

Check Valves

- A. Check valves shall absolutely prevent the return of water back through the valve when the inlet pressure decreases below the delivery pressure. The valve must be full opening, tight seating and its seat shall be replaceable. The valve disc shall be suspended from a non-corrosive shaft which will pass through a stuffing box.
- B. Check valves shall be as manufactured by M&H, Pratt, DeZurik, or approved equal.
- C. Check valves shall be outside-weighted arm, swing type and shall meet the material requirements of AWWA C508. The valves shall be iron body, with bronze mounted, Buna N faced single disc, 150 psi working water pressure, nonshock, and hydrostatically tested at 300 psi. Ends shall be 125-pounds ANSI B16.1 flanges. Additional weights shall be added if necessary, to prevent slamming.
- D. When there is no flow through the line the disc shall hang lightly against its seat in practically a vertical position. When open, the disc shall swing clear of the waterway.
- E. Check valves shall have bronze seat and body rings, extended bronze hinge pins and stainless-steel nuts on the bolts of bolted covers.
- F. Valves shall be so constructed that disc and body seat may easily be removed and replaced without removing the valve from the line. Valves shall be fitted with an extended hinge arm with outside lever and weight. If pump design head exceeds 77 feet, then an air cushioned assembly shall be installed.

Air Release Valves

Air release valves (ARV) used on sewer force mains shall be of the automatic type designed for wastewater applications. The valve body shall be cast iron construction, ASTM A126, Class B, and all internal working parts shall be 316 Series stainless-steel, and BUNA-N orifice button. The venting orifice shall be a minimum of 2.54 cm (1") in diameter. The inlet openings shall be sized per manufacturer's recommendation but no less than 5 cm (2") NPT screwed connection. ARVs shall be manufactured by Vent-omat Series RGX 316 Series stainless steel, or Bermad Flow Control Accessories 300 Series stainless steel air release valves ARI-5-022.

Flange Adapter Couplings

Flange adapter couplings shall be of the size and pressure rating required for each installation and shall be suitable for use on either cast iron or ductile iron pipe. They shall be similar or equal to Dresser Company, Style 128. All couplings shall have a sufficient number of factory installed anchor studs to meet or exceed the test pressure rating for this project, 100 psi minimum.

Flexible Couplings

- A. Flexible couplings shall be either the split type or the sleeve type if required
- B. Split type coupling shall be either the split type or the sleeve type. The couplings shall be mechanical type for radius groove piping. The couplings shall mechanically engage and lock grooved pipe ends in a positive coupling and allow for angular deflection and contraction and expansion.
- C. Couplings shall consist of malleable iron, ASTM Specification A47, Grade 32510 housing clamps in two or more parts, a single chlorinated butyl composition sealing gasket with a "C" shaped cross-section and internal sealing lips projecting diagonally inward, and two or more oval track head type bolts with hexagonal heavy nuts conforming to ASTM Specification A183 and A194 to assemble the housing clamps. Bolts and nuts shall be Series 300 stainless steel.
- D. Victaulic type couplings and fittings may be used in lieu of flanged joints. Pipes shall be radius grooved as specified for use with the Victaulic couplings. Flanged adapter connections at fittings, valves, and equipment shall be Victaulic Vic Flange Style 741, equal by Gustin-Bacon Group, Division of Certain-Teed Products, Kansas City, Kansas, or equal.
- E. Sleeve type couplings shall be used with all buried piping. The couplings shall be of steel and shall be Dresser Style 38, Smith Blair Style 413, Baker Allsteel, or equal. The coupling shall be provided with stainless steel bolts and nuts unless indicated otherwise.
- F. All couplings shall be furnished with the pipe stop removed.
- G. Couplings shall be provided with gaskets of a composition suitable for exposure to the liquid within the pipe.
- H. If the Contractor decides to use Victaulic couplings in lieu of flanged joints, he shall be responsible for supplying supports for the joints.

Diaphragm Seals

A. Diaphragm seals shall be installed on pressure gauge connection to all lines to protect pressure switches used to monitor excessive pressures on pipe lines. The diaphragm shall be "thread attached" to both piping and

pressure switches. Diaphragm seals shall be constructed of cadmium plated carbon steel, except for the lower housing which shall be specifically chosen according to the fluid pressure being monitored.

B. Diaphragm seals shall have a flushing connection and be Type SB Mansfield and Green; No. 877 Trerice; Ashcroft; or equal.

Unions

Unions on ferrous pipe 2" in diameter and smaller shall be 150-pounds malleable iron, zinc-coated. Unions on water piping 2" in diameter and larger shall be flange pattern, 125-pound class, zinc-coated. Gaskets for flanged unions shall be of the best quality fiber, plastic, or leather. Unions shall not be concealed in walls, ceilings, or partitions.

Mechanical Type Seals

Mechanical type seals shall consist of an adjustable modular bolted, synthetic rubber and plastic sealing element. The sealing element shall be Link-Seal LS-300-C as manufactured by Thunderline Corp., Inkster, Michigan or approved equal.

Hose End Faucets

Hose end faucets for potable water supply at submersible stations shall be Zurn Model Z-1385. Faucet shall be furnished with removable key and shall be lockable.

Pressure Gauges

- A. Each pressure gauge shall be direct mounted, cast aluminum case, with a 4 " diameter dial and furnished with a clear glass crystal window, 3/8" shut-off valve, and a bronze pressure snubber. Provide diaphragm seals between shut-off valve and pressure gauge on all sludge and lines with nonclear matter in suspension of solution. All gauges shall be weatherproofed. The face dial shall be white finished aluminum with jet black graduations and figures. The face dial shall indicate the units of pressure being measured (e.g., feet, inches, etc.) or be dual scale.
- B. Each pump discharge line shall be furnished with liquid filled gauges sized 0-100 psi.

Installation

- A. All valves and appurtenances shall be installed in the locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the Owner before they are installed.
- B. Valves shall be carefully inspected, opened wide and then tightly closed and the various nuts and bolts shall be tested for tightness. Special care shall be taken to prevent any foreign matter from becoming lodged in the valve seat. Valves, unless shown otherwise shall be set with their operator shaft vertically. Any valve that does not operate correctly shall be removed and replaced.
- C. Valve boxes shall be carefully centered over the operating nuts of the valves so as to permit a valve wrench or key to be fitted easily to the operating nut. Valve boxes shall be set to conform to the level of the finished surface and held in position by a ring of concrete placed under the support flange. The valve box shall not transmit surface loads to the pipe or valve. Care shall be taken to prevent earth and other material from entering the valve box. Any valve box which is out of alignment or whose top does not conform to the finished ground surface shall be dug out and reset.
- D. Before final acceptance of the work, all valve boxes shall be adjusted to finish grade. Valve operating risers shall be installed to ensure that the operating nut is 30-inches or less from the ground surface and to ensure that the valve box is true and aligned with the operating nut.

- E. After installation, all valves and appurtenances shall be tested at least 1 hour at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the Owner.
- F. Install all floor boxes, brackets, extension rods, guides, the various types of operators and appurtenant that are in masonry floors or walls, and install concrete inserts for hangers and supports as soon as forms are erected and before concrete is poured. Before setting these items, check all plans and figures which have a direct bearing on their location and he shall be responsible for the proper location of these valves and appurtenances during the construction of the structures.
- G. Pipe for use with flexible couplings shall have plain ends.
- H. Buried flanged or mechanical joints shall be made with Series 300, stainless-steel bolts. All exposed bolts shall be made with Series 300 stainless-steel bolts.
- I. Prior to assembly of split couplings, the grooves as well as other parts shall be thoroughly cleaned. The ends of the pipes and outside of the gaskets shall be moderately coated with petroleum jelly, cup grease, soft soap or graphite paste, and the gasket shall be slipped over one pipe end. After the other pipe has been brought to the correct position, the gasket shall be centered properly over the pipe ends with the lips against the pipes. The housing sections then shall be placed. After the bolts have been inserted, the nuts shall be tightened until the housing sections are firmly in contact, metal-to-metal, without excessive bolt tension.
- J. Prior to the installation of sleeve-type couplings, the pipe ends shall be cleaned thoroughly for a distance of 8". Soapy water may be used as a gasket lubricant. A follower and gasket, in that order, shall be slipped over each pipe to a distance of about 6" from the end, and the middle ring shall be placed on the already laid pipe end until it is properly centered over the joint. The other pipe end shall be inserted into the middle ring and brought to proper position in relation to the pipe already laid. The gaskets and followers shall then be pressed evenly and firmly into the middle ring flares. After the bolts have been inserted and all nuts have been made up finger-tight, diametrically opposite nuts shall be progressively and uniformly tightened all around the joint, preferably by use of a torque wrench of the appropriate size and torque for the bolts.

End of Technical Specifications

Indian River County Purchasing Division

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



| | Bid Form | | | | | | | | |
|------------------------|------------------------------------|---|---------------|---------|-----------------|-----------|--|--|--|
| Annual Lift | Annual Lift Station Rehabilitation | | | | | | | | |
| Bid #: | | | 20190 | 47 | | | | | |
| Bid Opening | Date and Time | : | April 2 | 3, 2019 |) 2 | 2:00 P.M. | | | |
| Bid Opening Location: | | Purchasing Division 1800 27 th Street Vero Beach, FL 32960 | | | | | | | |
| The following | addenda are her | eby acknowledg | ed: | | | | | | |
| | Addendum Nur | mber | | Date | | | | | |
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| 1. Local Proje | ct References (si | te visit availabilit | ty preferred) | | | | | | |
| Entity/Client | | | | | | | | | |
| Location of Se | ervice | | | | Year Completed: | | | | |
| Client Contact | t Name | | | | | | | | |
| Email | | | | | Phone: | | | | |
| Description of project | | | | | | | | | |
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2. List of Equipment available to perform this work:

| Туре | Model | Year | Owned/Leased |
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| 3. Qualifications/Licensure: | |
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| 4. Other References: | |
| Entity/Client | |
| Location of Service | Year Completed: |
| Client Contact Name | |
| Email | Phone: |
| Description of project | |
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| Entity/Client | |
| Location of Service | Year Completed: |
| Client Contact Name | |
| Email | Phone: |
| Description of project | |
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In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

| Item | | | |
|------|---|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| 1 | MOBILIZATION & GENERAL CONDITIONS- ORDERS UNDER \$15,000 (per site) | LS | \$ |
| 2 | MOBILIZATION & GENERAL CONDITIONS- ORDERS \$15,000-\$40,000 (per site) | LS | \$ |
| 3 | MOBILIZATION & GENERAL CONDITIONS- ORDERS GREATER THAN \$40,001 (per site) | LS | \$ |
| 4 | INSURANCE PER CONTRACT (One time pay item each year of contract) | LS | \$ |
| 5 | PUBLIC CONSTRUCTION BOND (UP TO \$250,000) IF REQUIRED (per year) | LS | \$ |
| 6 | VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway) | LS | \$ |
| 7 | VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway) | LS | \$ |
| 8 | TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site) | LS | \$ |
| 9 | MINOR MOT DESIGN & SETUP (per site, no lane closure, County right of way) | DAY | \$ |
| | INTERMEDIATE MOT DESIGN & SETUP (per site, single lane closure, County right of | | |
| 10 | way) | DAY | \$ |
| 11 | BARRICADE TYPE I or II w/ WARNING LIGHT | DAY | \$ |
| 12 | BARRICADE TYPE III w/ WARNING LIGHT | DAY | \$ |
| 13 | MOT WARNING SIGNS | DAY | \$ |
| 14 | STATIC ARROW BOARDS, DETOUR SIGNS | DAY | \$ |
| 15 | DYNAMIC ARROW FLASHING SIGN | DAY | \$ |
| 16 | VARIABLE MESSAGE TRAILER | DAY | \$ |
| 17 | TRAFFIC CONES | DAY | \$ |
| 18 | FLAGMAN | HR | \$ |
| 19 | CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet) | DAY | \$ |
| 20 | CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet) | LFDA | \$ |
| 21 | TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet) | DAY | \$ |
| 22 | TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft) | LFDA | \$ |
| 23 | TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet) | DAY | \$ |
| 24 | TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft) | LFDA | \$ |
| 25 | STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet) | DAY | \$ |
| 26 | STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet) | LFDA | \$ |
| 27 | HAY BALES OR WATILES | LF | \$ |
| 28 | STEEL PLATE (32 sq. ft per plate) | DAY | \$ |
| 29 | LIGHT TOWER w/ GENERATOR | DAY | \$ |
| 30 | 4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping) | EA | \$ |
| 31 | 4" BY-PASS PUMPING OPERATION | DAY | \$ |
| 32 | 4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET | LF | \$ |
| 33 | 6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping) | EA | \$ |
| 34 | 6" BY-PASS PUMPING OPERATION | DAY | \$ |
| 35 | 6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET | LF | \$ |
| 36 | 12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping) | EA | \$ |
| 37 | 12" BY-PASS PUMPING OPERATION | DAY | \$ |
| 38 | 12' BYPASS PUMPING BEYOND THE INTIAL 100 FEET | LF | \$ |
| 39 | BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK | HR | \$ |
| 40 | BYPASS PUMPING VIA VAC-CON PUMPER | HR | \$ |
| | 4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & | | |
| 41 | compaction) | LF | \$ |

| Item | | | |
|------|--|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| 1001 | 6' DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & | | |
| 42 | compaction) | LF | \$ |
| | 8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & | | ' |
| 43 | compaction) | LF | \$ |
| | 10' DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & | | |
| 44 | compaction) | LF | \$ |
| | 12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & | | |
| 45 | compaction) | LF | \$ |
| | 16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & | | |
| 46 | compaction) | LF | \$ |
| 47 | ADDITIONAL EXCAVATION 6'-8' DEPTH | LF | \$ |
| 48 | ADDITIONAL EXCAVATION 8'-10' DEPTH | LF | \$ |
| 49 | ADDITIONAL EXCAVATION 10'-12' DEPTH | LF | \$ |
| 50 | 4" MEGA-LUG JOINT RESTRAINTS | EA | \$ |
| 51 | 6" MEGA-LUG JOINT RESTRAINTS | EA | \$ |
| 52 | 8" MEGA-LUG JOINT RESTRAINTS | EA | \$ |
| 53 | 10' MEGA-LUG JOINT RESTRAINTS | EA | \$ |
| 54 | 12" MEGA-LUG JOINT RESTRAINTS | EA | \$ |
| 55 | 16" MEGA-LUG JOINT RESTRAINTS | EA | \$ |
| 56 | 4' PLUG VALVE & VALVE BOX | EA | \$ |
| 57 | 6" PLUG VALVE & VALVE BOX | EA | \$ |
| 58 | 8' PLUG VALVE & VALVE BOX | EA | \$ |
| 59 | 10' PLUG VALVE & VALVE BOX | EA | \$ |
| 60 | 12' PLUG VALVE & VALVE BOX | EA | \$ |
| 61 | 16' PLUG VALVE & VALVE BOX | EA | \$ |
| 62 | EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT | SY | \$ |
| 63 | EXCAVATION & DISPOSAL OF CONCRETE SIDWALKS, DRIVEWAYS & FLATWORK | SY | \$ |
| 64 | EXCAVATION & DISPOSAL OF CONCRETE CURB | LF | \$ |
| 65 | EXCAVATION & DISPOSAL OF UNSUITABLE SOIL | CY | \$ |
| 66 | CLEAN IMPORT SAND BACKFILL | CY | \$ |
| 67 | FLOWABLE FILL- EXCAVATABLE (per Section 121 FDOT spec) | CY | \$ |
| 66 | LIMEROCK STABILIZED BASE MATERIAL | CY | \$ |
| 69 | IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM | EA | \$ |
| 70 | IN PLACE MATERIAL TESTING- MODIFIED PROCTOR TEST, AASHTO T-180 | EA | \$ |
| 71 | 6' DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 72 | 6' DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 73 | 10' DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 74 | 12' DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 75 | 15' DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 76 | 6' PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 77 | 8' PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 78 | 10' PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 79 | 12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 60 | 15" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |

| Item | | | |
|------|---|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| 81 | 8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 82 | 10' PVC, DR 16, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 83 | 12' PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 84 | 15" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction) | LF | \$ |
| 85 | 4' FERNCO COUPLING w/ SHEAR RINGS | EA | \$ |
| 86 | 6' FERNCO COUPLING w/ SHEAR RINGS | EA | \$ |
| 87 | 8' FERNCO COUPLING w/ SHEAR RINGS | EA | \$ |
| 88 | 10" FERNCO COUPLING w/ SHEAR RINGS | EA | \$ |
| 89 | 12" FERNCO COUPLING w/ SHEAR RINGS | EA | \$ |
| 90 | 15' FERNCO COUPLING w/ SHEAR RINGS | EA | \$ |
| 91 | ADDITIONAL EXCAVATION 6'-8' DEPTH | LF | \$ |
| 92 | ADDITIONAL EXCAVATION 8'-10' DEPTH | LF | \$ |
| 93 | ADDITIONAL EXCAVATION 10'-12' DEPTH | LF | \$ |
| 94 | ADDITIONAL EXCAVATION 12'-15' DEPTH | LF | \$ |
| 95 | ADDITIONAL EXCAVATION 15'-18' DEPTH | LF | \$ |
| 96 | ADDITIONAL EXCAVATION 18'-24' DEPTH | LF | \$ |
| 97 | PIPE BEDDING - #57 STONE | CY | \$ |
| 98 | Duplex Remote Terminal Unit, Complete | EA | \$ |
| 99 | Duplex Remote Terminal Unit, Complete, Installed Only | EA | \$ |
| 100 | Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts | EA | \$ |
| 101 | Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts | EA | \$ |
| 102 | Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts | EA | \$ |
| 103 | Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts | EA | \$ |
| 104 | Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts | EA | \$ |
| 105 | 12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT | EA | \$ |
| 106 | 4' DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT | EA | \$ |
| 107 | 6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT | EA | \$ |
| 108 | 8' DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT | EA | \$ |
| 109 | 10' DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT | EA | \$ |
| 110 | 12' DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT | EA | \$ |
| 111 | 4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT | EA | \$ |
| 112 | 6' PLUG VALVE, HAND WHEEL, FLANGED JOINT | EA | \$ |
| 113 | 8" PLUG VALVE, HAND WHEEL, FLANGED JOINT | EA | \$ |
| 114 | 10' PLUG VALVE, HAND WHEEL, FLANGED JOINT | EA | \$ |
| 115 | 12' PLUG VALVE, HAND WHEEL, FLANGED JOINT | EA | \$ |
| 116 | STAINLESS STEEL 3' PRESSURE GAUGE & TAP | EA | \$ |
| | 2' ARI D-040 AIR RELEASE VALVE ASSEMBLY & 2" STAINLESS-STEEL BALL VALVE | | |
| 117 | TAPPING SADDLE | EA | \$ |
| | ARI D025 AIR RELEASE STAINLESS-STEEL & 2" STAINLESS-STEEL BALL VALVE | | |
| 118 | TAPPING SADDLE | EA | \$ |
| 119 | 2' DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36' height) | EA | \$ |
| 120 | 3' DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36' height) | EA | \$ |
| 121 | 4' DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36' height) | EA | \$ |
| 122 | 6' CAMLOCK EMERGENCY PUMP CONNECTION & CAP | EA | \$ |

| Item | | | |
|------|--|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| 123 | 8' CAMLOCK EMERGENCY PUMP CONNECTION & CAP | EA | \$ |
| 124 | 4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet) | EA | \$ |
| 125 | 4' HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet) | LF | \$ |
| 126 | 4' HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet) | | \$ |
| 127 | 316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 4' DISCHARGE PIPING | EA | \$ |
| 128 | 6' HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet) | EA | \$ |
| 129 | 6' HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet) | LF | \$ |
| 130 | 316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 6' DISCHARGE PIPING | EA | \$ |
| 131 | 8' HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet) | EA | \$ |
| 132 | 8' HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet) | LF | \$ |
| 133 | 316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 8' DISCHARGE PIPING | EA | \$ |
| 134 | 10' HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet) | EA | \$ |
| 135 | 10' HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet) | LF | \$ |
| 136 | 316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 10' DISCHARGE PIPING | EA | \$ |
| 137 | 12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet) | EA | \$ |
| 138 | 12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet) | LF | \$ |
| 139 | 316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 12' DISCHARGE PIPING | EA | \$ |
| 140 | 4' HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS | EA | \$ |
| 141 | 6' HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS | EA | \$ |
| 142 | 8' HDPE DISCHARGE FITIINGS & FLANGE ADAPTERS | EA | \$ |
| 143 | 10' HDPE DISCHARGE FITIINGS & FLANGE ADAPTERS | EA | \$ |
| 144 | 12' HDPE DISCHARGE FITIINGS & FLANGE ADAPTERS | EA | \$ |
| 145 | 4' PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE | EA | \$ |
| 146 | 6" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE | EA | \$ |
| 147 | 8' PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE | EA | \$ |
| 148 | 10" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 304 ST STL BASE PLATE | EA | \$ |
| 149 | 4' X 6' EPOXY COATED & LINED ECCENTRIC REDUCER | EA | \$ |
| 150 | 6" X 8' EPOXY COATED & LINED ECCENTRIC REDUCER | EA | \$ |
| 151 | 2' - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS | VF | \$ |
| 152 | 3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS | VF | \$ |
| 153 | 2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK | EA | \$ |
| 154 | 3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK | EA | \$ |
| 155 | 2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS | EA | \$ |
| 156 | 3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS | EA | \$ |
| 157 | 3/8' - 316 STAINLESS STEEL LIFTING CHAIN | LF | \$ |
| 158 | 1/2" - 316 STAINLESS STEEL LIFTING CHAIN | LF | \$ |
| 159 | 5/8' - 316 STAINLESS STEEL LIFTING CHAIN | LF | \$ |
| 160 | 3/4" - 316 STAINLESS STEEL LIFTING CHAIN | LF | \$ |
| 161 | 4 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS | EA | \$ |
| 162 | 6 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS | EA | \$ |
| 163 | 4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 164 | 6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 165 | 8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 166 | 10' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (pervert foot) | VF | \$ |

| Item | | | |
|------|--|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| 167 | 12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 168 | VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot) | SF | \$ |
| 169 | 4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 170 | 6' DIA WET WELL, COAL SL.AG BLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 171 | 8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 172 | 10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 173 | 12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (pervert foot) | VF | \$ |
| 174 | VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (pervert foot) | SF | \$ |
| | VALVE VAULT, BITUMASTIC COATING (2 layers Carboline 300M or equal, per square | | |
| 175 | foot) | SF | \$ |
| | 4' - 5' DIA MANHOLE, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, | | |
| 176 | pervert foot) | VF | \$ |
| | 6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, pervert | | |
| 177 | foot) | VF | \$ |
| | 8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, pervert | | |
| 178 | foot) | VF | \$ |
| | 10' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, pervert | | |
| 179 | foot) | VF | \$ |
| | 12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, pervert | | |
| 180 | foot) | VF | \$ |
| | VALVE VAULT, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square | | |
| 181 | foot) | SF | \$ |
| 182 | 4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING {4-layer system, pervert foot) | VF | \$ |
| 183 | 6' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, pervert foot) | VF | \$ |
| 184 | 8' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, pervert foot) | VF | \$ |
| 185 | 10' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, pervert foot) | VF | \$ |
| 186 | 12' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, pervert foot) | VF | \$ |
| | 4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, pervert | | |
| 187 | foot) | VF | \$ |
| | 6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, pervert | | |
| 188 | foot) | VF | \$ |
| | 6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, pervert | | |
| 189 | foot) | VF | \$ |
| | 10' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, pervert | | |
| 190 | foot) | VF | \$ |
| | 12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, pervert | | |
| 191 | foot) | VF | \$ |
| 192 | CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth) | CF | \$ |
| 193 | CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth) | CF | \$ |
| 193 | FORM WORK FOR CAST IN PLACE CONCRETE REPAIR | SF | \$ |
| 194 | REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR | LB | \$ |
| 195 | HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE | LB | \$ |
| | 36" x 46" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL | | |
| 196 | HARDWARE | EA | \$ |

| Item | | | |
|------|---|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| 197 | 48' x 60' ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE | EA | \$ |
| 198 | 48' x 72'ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE | EA | \$ |
| | 54' x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL | | |
| 199 | HARDWARE | EA | \$ |
| 200 | 64' x 72'ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE | EA | \$ |
| | 60' x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL | | |
| 201 | HARDWARE | EA | \$ |
| 202 | 72' x 84' ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE | EA | \$ |
| 203 | 4' DIP J- VENT w/ RISER & ST STL BUG SCREEN | EA | \$ |
| 204 | 4' PVC J- VENT w/ RISER & ST STL BUG SCREEN | EA | \$ |
| 205 | JOSAM 26700 VENT HOOD w/ DIP RISER | EA | \$ |
| 206 | FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP | EA | \$ |
| 207 | ADDITIONAL 4' 1.0. MANHOLE & EXCAVATION 6'-10' DEPTH | LF | \$ |
| 208 | ADDITIONAL 4' 1.0. EXCAVATION 10'-14' DEPTH | LF | \$ |
| 209 | ADDITIONAL 4' 1.0. EXCAVATION 14'-18' DEPTH | LF | \$ |
| 210 | FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP | EA | \$ |
| 211 | ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH | LF | \$ |
| 212 | ADDITIONAL 5' 1.D. EXCAVATION 10'-14' DEPTH | LF | \$ |
| 213 | ADDITIONAL 5' 1.D. EXCAVATION 14'-18' DEPTH | LF | \$ |
| 214 | 4" - 8' RELINER INSIDE DROP CONNECTION w/ ST STL MOUNTING HARDWARE | EA | \$ |
| 215 | 10' -15' RELINER INSIDE DROP CONNECTION w/ ST STL MOUNTING HARDWARE | EA | \$ |
| 216 | 32' DIA USF 240 MANHOLE RING, FRAME & LID | EA | \$ |
| 217 | 36' DIA USF 420 MANHOLE RING, FRAME & LID | EA | \$ |
| 218 | 50' DIA USF 690-AH-M MANHOLE RING, FRAME & LID | EA | \$ |
| 219 | JETIER, PUMPER OR VACUUM TRUCK | HR | \$ |
| 220 | SEWER VIDEO CCTV | HR | \$ |
| 221 | 150 CFM COMPRESSOR & ACCESSORIES | DAY | \$ |
| 222 | DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points) | EA | \$ |
| 223 | ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20-point header) | EA | \$ |
| 224 | DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE | DAY | \$ |
| 225 | ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day) | DAY | \$ |
| 226 | DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose) | DAY | \$ |
| | ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30-foot suction or 60-foot | | |
| 227 | discharge) | DAY | \$ |
| 228 | DRIVEN METAL SHEET PILING (up to 10' depth) | LF | \$ |
| 229 | DRIVEN METAL SHEET PILING (up to 20' depth) | LF | \$ |
| 230 | TRENCH SHORING BOX (min 4' x 12') | DAY | \$ |
| 231 | TRENCH SHORING BOX (min 6' x 12') | DAY | \$ |
| 232 | TRENCH SHORING BOX (min 8' x 12') | DAY | \$ |
| 233 | TWO MAN LANDSCAPE CLEARING CREW | HR | \$ |
| 234 | TWO MAN HAND EXCAVATION CREW | HR | \$ |
| 235 | THREE MAN PIPE EXCAVATION & REPAIR CREW | HR | \$ |
| 236 | DUMP TRUCK & DRIVER, 8-12 CU YD | HR | \$ |
| 237 | DUMP TRUCK & DRIVER 15-18 CU YD | HR | \$ |

| Item | | | |
|------|---|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| 238 | 20 CU YD CLEARING & DEMOLITION DUMPSTER | PULL | \$ |
| 239 | 8 CU YD CLEARING & DEMOLITION DUMPSTER | PULL | \$ |
| 240 | SKID STEER LOADER & OPERATOR | HR | \$ |
| 241 | WHEEL LOADER & OPERATOR (Cat Class 057-006) | HR | \$ |
| 242 | RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210) | HR | \$ |
| 243 | HYDRAULIC EXCAVATOR & OPERATOR (Cat Class 054-0210) | HR | \$ |
| 244 | 4' ON 6' OR 8' TAPPING SLEEVE & VALVE, UP TO 5' DEPTH | EA | \$ |
| 245 | 4' ON 10' OR 12' TAPPING SLEEVE & VALVE, UP TO 5' DEPTH | EA | \$ |
| 246 | 6' ON 8' OR 10' TAPPING SLEEVE & VALVE, UP TO 5' DEPTH | EA | \$ |
| 247 | 6' ON 12' OR 16' TAPPING SLEEVE & VALVE, UP TO 5' DEPTH | EA | \$ |
| 248 | 8' ON 10' OR 12' TAPPING SLEEVE & VALVE, UP TO 5' DEPTH | EA | \$ |
| 249 | 8" ON 16' TAPPING SLEEVE & VALVE, UP TO 5' DEPTH | EA | \$ |
| 250 | CONNECT TO EXISTING VALVE OR FITIING, UP TO 5' DEPTH | EA | \$ |
| 251 | TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH | EA | \$ |
| 252 | TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH | EA | \$ |
| 253 | TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH | EA | \$ |
| 254 | 4" OR 6' DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH | EA | \$ |
| 255 | 8' OR 10' DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH | EA | \$ |
| 256 | 4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft) | EA | \$ |
| 257 | 4' CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site) | SF | \$ |
| 258 | 6' CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft) | EA | \$ |
| 259 | 6' CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site) | SF | \$ |
| 260 | 12' STABILIZED SUBGRADE AND 10' LIMEROCK BASE REPAIR | SY | \$ |
| 261 | 2' ASPHALT SURFACE COURSE REPAIR | SY | \$ |
| 262 | CONCRETE CURB | LF | \$ |
| 263 | YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq. ft) | EA | \$ |
| 264 | YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq. ft in excess of 200 sq. ft) | SF | \$ |
| 265 | BAHIA SOD | SY | \$ |
| 266 | ST AUGUSTINE OR BERMUDA SOD | SY | \$ |
| 267 | PRESSURE WASHING | SF | \$ |
| 268 | REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH | EA | \$ |
| 269 | ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH | VF | \$ |
| 270 | ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH | VF | \$ |
| 271 | ADDITIONAL MANHOLE REMOVAL,14'-18' DEPTH | VF | \$ |
| 272 | DUPLEX VALVE VAULT REMOVAL | EA | \$ |
| | REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4' DIA (non- | | |
| 273 | hazardous) | LF | \$ |
| 274 | REMOVE & DISPOSE OF EXIST PIPES, UP TO 48' DEEP & 4.5' - 6" DIA (non-hazardous) | LF | \$ |
| 275 | REMOVE & DISPOSE OF EXIST PIPES, UP TO 60' DEEP & 6.5"-10" DIA (non-hazardous) | LF | \$ |
| | REMOVE & DISPOSE OF EXIST PIPES, UP TO 60' DEEP & 10.5' -16' DIA (non- | | |
| 276 | hazardous) | LF | \$ |
| | FEE & PERMIT ALLOWANCE - PERMITS, HYDRANT METER APPLICATION, HYDRANT | | |
| 277 | METER USAGE TO BE REIMBURSED AT ACTUAL COST | LS | \$ |

| Item | | | |
|------|--|------|----------------|
| No. | Item Description (Furnish and Install) | Unit | Per Unit Price |
| | MAJOR MAINT OF TRAFFIC- DESIGN, PERMITS & OPERATION BY SUB-CONTRACTOR | | |
| 278 | TO BE REIMBURSED AT ACTUAL COST | LS | \$ |
| | GEOTECHNICAL TESTING OR DRILLING ALLOWANCE TO VERIFY EXIST CONDITIONS | | |
| 279 | SHALL BE REIMBURSED AT ACTUAL COST PLUS 5% | LS | \$ |
| | SUBSURFACE UTILITY EXPLORATION ALLOWANCE. SOFT DIGS TO VERIFY EXIST | | |
| 280 | CONDITIONS SHALL BE REIMBURSED AT ACTUAL COST PLUS 5% | LS | \$ |
| | ALLOWANCE FOR MISC FITIINGS & PARTS. ITEMS NOT LISTED ABOVE SHALL BE | | |
| | SUPPLIED AT NO MORE THAN 10% OVER ACTUAL INVOICE COST. ORIGINAL INVOICES | | |
| 281 | SHALL BE SUBMITIED TO COUNTY | LS | \$ |
| | Total per unit bid (sum of all above) | \$ | |

| LFDA= LF per day | | | | |
|--|--------------------|--------------------------|------------------------------------|-------------------------------|
| Will your company extend these prices to other governme within the State of Florida? | ntal age | encies | Yes | No 🗌 |
| The undersigned hereby certifies that they have read an and agree to furnish at the prices shown any or all of conditions, specifications, and attachments hereto. Fai solicitation shall not be cause to alter any resulting contri | the ite lure to | ms above, s have read | subject to all i all the provis | instructions, ions of this |
| Company Name: | | | | |
| Company Address: | | | | |
| City, State | | _ Zip Code _ | | |
| Telephone: | Fax: _ | | | <u>—</u> |
| E-mail: | | | | |
| Business Tax Receipt Number: | _ | FEIN Numb | oer: | |
| Authorized Signature: | | _ Date: | | |
| Name:(Type / Printed) | _ Title: | | | |

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

| The undersigned vendor in accordance with Florida Statute 287.087 h | ereby 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.

| requirements. | J | , | , | · | , | |
|--------------------|---|---|---|---|---|--|
| Company Name | | _ | | | | |
| Bidder's Signature | | _ | | | | |
| Date: | | | | | | |

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

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.

| Rehabilitation (Name of Project) | tatement is submitted with Project No. <u>2019047</u> for <u>Annual Bid for Lift Sta</u> | <u>ition</u> |
|--|--|---------------------------|
| This Sworn S | tatement is submitted by | |
| | (Legal Name of Entity Submitting Sworn Statement) , hereina | after |
| "BIDDER". T | he BIDDER's address is | 41101 |
| BIDDER's Fe | deral Employer Identification Number (FEIN) is | |
| My name is _ | and my relationship to the BIDDER | |
| is | (Print Name of Individual Signing) | |
| (Position I certify, throrepresentative The Trench contained wire applicable Flicitation(s). Regulation(s) | or Title) ugh my signature at the end of this Sworn Statement, that I am an author e of the BIDDER. Safety Standards that will be in effect during the construction of this Project hin the Trench Safety Act, Section 553.60 et.seq. Florida Statutes and refer to orida Statue(s) and/or OSHA Regulation(s) and include the "effective date" in Reference to and compliance with the applicable Florida Statute(s) and OS | are |
| | is the complete and sole responsibility of the BIDDER. Such reference will no DWNER or ENGINEER and they shall have no responsibility to review or check mpliance with the Trench Safety Standards. | the SHA t be |
| BIDDER's co | WNER or ENGINEER and they shall have no responsibility to review or check | the SHA t be the |

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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. | square foot of shoring to be used comply with said shoring requ | included in its bid the total amount of \$ per for compliance with shoring safety requirements and intends to irements by instituting the following specific method(s) of |
|----------|---|---|
| | | |
| | responsibility of the BIDDER. Surfor accuracy, completeness or an | opriate method(s) of compliance is the complete and sole ch methods will not be checked by the OWNER or ENGINEER by other purpose. The OWNER and ENGINEER shall have no ne BIDDER's compliance with the Trench Safety Standards. |
| 8. | geotechnical information, has uti information and the BIDDER's o Project's surface and subsurface | id, represents that it has obtained and considered all available dized said geotechnical information and that, based on such wn information, the BIDDER has sufficient knowledge of the see site conditions and characteristics to assure BIDDER's ench Safety Standards in designing the trench safety system(s) |
| | | BIDDER: |
| | | By: |
| | | Position or Title: Date: |
| STAT | E OF NTY OF | |
| first be | nally appeared before me, the under eing sworn by me, affixed his/her signal. | ersigned authority, who after gnature in the space provided above on this day of |
| | y Public, State at large ommission Expires: | |

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

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

| 1. | This sworn statement MUST be submitted with Bid, Proposal or Contract No. 2019047 |
|-------------|---|
| | for Annual Bid for Lift Station Rehabilitation |
| 2. | This sworn statement is submitted by: |
| | (Name of entity submitting Statement) |
| | whose business address is: |
| | and its Federal Employer Identification Number (FEIN) is |
| 3. | My name is |
| | (Please print name of individual signing) |
| | and my relationship to the entity named above is |
| 4. | I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means: |
| | The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. |
| 5. | I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows: |
| | Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild. |
| 6. to th | Based on information and belief, the statement, which I have marked below, is true in relation e 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 |

| • | ationships as defined in secti er or County employee. | on 105.08, Indian Riv | er County Code, | with any |
|---|--|-----------------------|-------------------------------------|----------|
| executives, partner | ting this sworn statement, rs, shareholders, employees e entity have the following | s, members, or age | nts, who are a | ctive in |
| Name of Affiliate or entity | Name of County Co or employee | | Relatio | nship |
| | | | | |
| | | (Sign | ature) | |
| | | (Date | e) | - |
| STATE OF | | | | |
| COUNTY OF | | | | |
| The foregoing instrument w | vas acknowledged before me , who is personally k as identification. | | | |
| | | NOTARY PU | BLIC | |
| | SIGN | : | _ | |
| | PRIN | T: | | _ |
| | | | ic, State at large sion Expires: | |
| | | (Seal) | | |

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your bid)

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

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

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

| Name of Respondent: | | | | |
|------------------------|--|--|--|--|
| Ву: | | | | |
| (Authorized Signature) | | | | |
| Title: | | | | |
| Date: | | | | |

CERTIFICATION REGARDING LOBBYING

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

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

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

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

| The Contractor, | , certifies or affirms the truthfulness and accuracy of | | | | |
|--|--|--|--|--|--|
| each statement of its certification and disclosure, if a | any. In addition, the Contractor understands and agrees that | | | | |
| the provisions of 31 U.S.C. § 3801 et seq., apply to thi | is certification and disclosure, if any. | | | | |
| | | | | | |
| | | | | | |
| Signature of Contractor's Authorized Official | | | | | |
| | | | | | |
| Name and Title of Contractor's Authorized Official | | | | | |
| | | | | | |
| | | | | | |
| Date | | | | | |

CONTINUING CONTRACT AGREEMENT for LIFT STATION REHABILITATION SERVICES (SAMPLE)

| THIS CON | NTINUING | CONTRAC | AGI | REEMENT | Γ for LIF1 | STATIO | ON REHA | ABILITA | TION SERV | ICES ("Agreement | :"), Bid |
|-----------------|----------|-----------|-----|----------|------------|--------|---------|---------|-----------|------------------|----------|
| 2019047, | entered | into as | of | this | _day of _ | | | , 20 | 19 by and | between INDIAN | RIVER |
| COUNTY, | a | political | Sub | division | of | the | State | of | Florida, | ("COUNTY"), | and |
| ("CONTRACTOR"). | | | | | | | | | | | |

BACKGROUND RECITALS

CONTRACTOR has been awarded Annual Bid 2019047 for Lift Station Rehabilitation by the COUNTY.

The CONTRACTOR is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and

The COUNTY and the CONTRACTOR wish to enter into this Agreement for the CONTRACTOR's Services for various and sundry lift station rehabilitation and related projects for the Department of Utility Services.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

GENERAL

Services provided by the CONTRACTOR for the COUNTY shall be identified in individual Work Orders prepared by the COUNTY. For the purpose of this document, Purchase Order shall be defined as a Work Order. Work Orders shall be performed in a timely, efficient, cost effective manner, and in accordance with current professional standards. Work Orders shall include, either directly or by referenced attachment, a description of services to be performed; a statement of fees; a schedule of deliverables; proposed schedule for compensation and whether compensation is lump sum, maximum amount not-to-exceed, task based, or any combination of the foregoing; a budget establishing the amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs; a projected schedule for completion of the work to be performed by the CONTRACTOR; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that does not conflict with the terms of this Agreement.

Services related to any individual Work Order which would increase, decrease or which are otherwise outside the scope of Services or level of effort contemplated by a Work Order shall be Services for which the CONTRACTOR must obtain the prior written approval of the COUNTY as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Work Order; and when properly authorized and executed by both the CONTRACTOR and the COUNTY, shall become an amendment to the Work Order or a new Work Order, at the sole option of the COUNTY. A separate Notice-to-Proceed may, at the sole option of the COUNTY, be given for each phase of the services contained in any Work Order hereunder.

A Work Order shall not give rise to any contractual rights until it meets the foregoing requirements. Each written Notice-to-Proceed and specific Work Order, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Work Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated into each individual Work Order as if fully set forth therein.

CONTRACTOR's approved bid pricing is set forth in Exhibit 1 attached to this Agreement and made a part hereof by this reference. These rates will remain effective for the initial three-year term of this Agreement.

No representation or guarantee is made by Indian River County as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONTRACTOR will receive during the term of this Agreement.

The Background Recitals are true and correct and form a material part of this Agreement.

COUNTY OBLIGATIONS

The COUNTY will provide the CONTRACTOR with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to a Project. The CONTRACTOR shall satisfy itself as to accuracy of any data provided. The CONTRACTOR is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONTRACTOR'S attention.

The COUNTY shall arrange for access to, and make provisions for the CONTRACTOR to enter upon, public and private property (where required) as necessary for the CONTRACTOR to perform its Services, upon timely written request of CONTRACTOR to COUNTY.

The COUNTY shall promptly execute all permit applications necessary to the Project.

The COUNTY shall examine any and all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONTRACTOR, and render, in writing, decisions pertaining thereto within a reasonable time.

Approval by the COUNTY of any of the CONTRACTOR's work shall not in any way relieve the CONTRACTOR of responsibility for the technical accuracy and adequacy of the work. Neither the COUNTY's review, approval or acceptance of, or payment for, any of the Services furnished under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The CONTRACTOR shall be and remain liable in accordance with all applicable laws for all damages to the COUNTY caused by the negligent performance by the CONTRACTOR of any of the Services furnished under this Agreement.

The COUNTY reserves the right to appoint one or more Owner's Representatives for the specific Services in connection with any Work Order. The Owner's Representative shall: (a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONTRACTOR; (c) communicate the COUNTY's policies and decisions to the CONTRACTOR regarding the Services; and (d) determine, initially, whether the CONTRACTOR is fulfilling its duties, responsibilities, and obligations hereunder.

The COUNTY shall give prompt written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONTRACTOR's Services. If the CONTRACTOR has been delayed in completing its Services through no fault or negligence of either the CONTRACTOR or any subcontractor, and, as a result will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the CONTRACTOR shall promptly notify the Owner's Representative. In the COUNTY's sole discretion, and upon the submission to the COUNTY of evidence of the causes of the delay, the Work

Order shall be modified in writing as set forth in this Agreement, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

The CONTRACTOR shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONTRACTOR's control and through no fault or negligence of the CONTRACTOR. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONTRACTOR shall mutually agree, in writing, to the modifications to be made to this Agreement.

RESPONSIBILITIES OF THE CONTRACTOR

The CONTRACTOR agrees to perform all necessary Services in connection with the assigned Project(s) as set forth in the Work Orders and in this Agreement.

The CONTRACTOR will endeavor not to duplicate any previous work done on any Project. Before execution of a Work Order, the CONTRACTOR shall consult with the COUNTY to clarify and define the COUNTY's requirements for the Project.

The CONTRACTOR agrees to complete the Project within the time frame specified in the Work Order.

The CONTRACTOR will maintain an adequate staff of qualified personnel.

The CONTRACTOR will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

The CONTRACTOR, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONTRACTOR under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age, or sex; and (2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

The CONTRACTOR shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services as described in this Agreement. The CONTRACTOR shall also require all subcontractors to comply by contract with the provisions of this section.

The CONTRACTOR will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

The CONTRACTOR will cooperate and coordinate with other COUNTY contractors, as directed by the COUNTY.

The CONTRACTOR shall report the status of the Services under this Agreement to the Owner's Representative upon request.

All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONTRACTOR for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, all of the above data shall be delivered to the Owner's Representative.

The CONTRACTOR agrees to maintain complete and accurate books and records ("Books"), in accordance with sound accounting principles and standards for all Services, costs, and expenditures under this Agreement. The Books shall identify the Services rendered during each month of the Agreement and the date and type of each Project-related expense. The COUNTY shall have the right at any reasonable time and through any of its designated agents or representatives, to inspect and audit the Books for the purpose of verifying the accuracy of any invoice. The CONTRACTOR shall retain the Books, and make them available to the COUNTY as specified above, until the later of three (3) years after the date of termination of this Agreement, or such longer time if required by any federal, state, or other governmental law, regulation, or grant requirement.

The CONTRACTOR shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY. When applicable and upon receipt of such consent from the COUNTY, the CONTRACTOR shall cause the names of the architectural, engineering and surveying firms responsible for the major portions of each separate specialty of the work to be inserted on the reports or other data.

TERM; DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for a period of three (3) years after the date of execution thereof, or unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination", This Agreement may be extended for one additional two (2) year renewal at the discretion of the County.

COMPENSATION

The COUNTY shall pay to the CONTRACTOR a mutually agreed upon lump sum or maximum amount not-to-exceed professional fee for each task in the Work Order, to be paid upon completion of the Project, all as set forth in a Work Order. Duly certified invoices shall be submitted to the Owner's Representative, in detail sufficient for proper prepayment and post payment audit. Upon submittal of a proper invoice the Owner's Representative will determine if the tasks or portions thereof have been satisfactorily completed. Upon a determination of satisfactory completion, the Owner's Representative will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Florida Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

The COUNTY may at any time notify the CONTRACTOR of requested changes to the Services under an existing Work Order, and thereupon the COUNTY and the CONTRACTOR shall execute a mutually agreeable amended Work Order or a new Work Order.

The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, any portion of the Services under any Work Order at any time and for any reason, upon written notice to the CONTRACTOR specifying the nature and extent of the reduction. In such event, the CONTRACTOR shall be paid for the Services already performed and also for the Services remaining to be done and not reduced or eliminated, upon submission of invoices as set forth in this Agreement.

The COUNTY may, at any time and for any reason, direct the CONTRACTOR to suspend Services, in whole or in part under this Agreement. Such direction shall be in writing, and shall specify the period during which Services shall be stopped. The CONTRACTOR shall resume its Services upon the date specified, or upon such other date as the COUNTY may thereafter specify in writing. Where the COUNTY has suspended the Services under this Agreement for a period in excess of six (6) months, the compensation of CONTRACTOR for such suspended Services may be subject to modification. The period during which the Services are stopped by the COUNTY shall be added to the time of performance of this Agreement.

ADDITIONAL WORK

If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONTRACTOR to provide, either directly by the CONTRACTOR or by a subcontractor, such additional services by a new Work Order or by a written amendment to a specific Work Order.

INSURANCE AND INDEMNIFICATION

The CONTRACTOR shall not commence work on this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the County's Risk Manager.

CONTRACTOR shall procure and maintain, for the duration of this Agreement, the minimum insurance coverage as set forth herein.

Workers' Compensation: Workers' Compensation as required by the State of Florida Employers' Liability of \$100,000 each accident, \$500,000 disease policy limit, and \$100,000 disease each employee.

General Liability: commercial general liability coverage, including contractual liability and independent contractor, with a minimum combined single limit of \$1,000,000 per occurrence.

Business Automobile Liability: owned, hired, and non-owned vehicles at a minimum combined single limit of \$1,000,000 per occurrence.

CONTRACTOR's insurance coverage shall be primary.

All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A-VII or better.

The insurance policies procured shall be occurrence forms, not claims made policies with the exception of professional liability.

A certificate of insurance shall be provided to the County's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this Agreement. The COUNTY shall be named as an additional insured on all policies except workers' compensation and professional liability.

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

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and reasonably to adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONTRACTOR with separate written notice of such adjusted limits and CONTRACTOR shall comply within thirty (30) days of receipt thereof. The failure by CONTRACTOR to provide such additional coverage shall constitute a default by CONTRACTOR and shall be grounds for termination of this Agreement by the COUNTY.

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 attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

MISCELLANEOUS PROVISIONS

<u>Independent Contractor.</u> It is specifically understood and acknowledged by the parties hereto that the CONTRACTOR or employees or subcontractors of the CONTRACTOR are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

Merger; Modification. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONTRACTOR and the COUNTY.

<u>Governing Law; Venue.</u> This Agreement, including all attachments hereto, shall be construed according to 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.

Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

<u>Severability.</u> If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

<u>No Pledge of Credit.</u> The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

<u>Survival.</u> Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

<u>Construction</u>. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsperson shall be inapplicable to this Agreement.

<u>Counterparts.</u> This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

Public Records Compliance

Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

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

FEDERAL CLAUSES

OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

- A. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Compliance with the Contract Work Hours and Safety Standards Act:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the FDEP and understands and agrees that the FDEP will, in turn, report each violation as required to assure notification to Indian River County Utilities Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

D. Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- (2) The contractor agrees to report each violation to the FDEP and understands and agrees that the FDEP will, in turn, report each violation as required to assure notification to the Indian River County Utilities, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- E. **Energy Policy and Conservation Act:** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. Suspension and Debarment:

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- G. **Byrd Anti-Lobbying Amendment** (31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. Procurement of Recycled/Recovered Materials:

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines we b site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.
 - I. Access to Records: The following access to records requirements apply to this contract:
- (1) The contractor agrees to provide the State of Florida, Indian River County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- J. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- K. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- L. **No Obligation by Federal Government**: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- M. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- N. **AFFIRMATIVE STEPS:** CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

TERMINATION OF CONTRACT

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

- (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
- (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
- (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
 - (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
- (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
 - (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
- (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
- (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINIATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

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

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

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf. This Agreement will be effective on , 20 (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement). **OWNER:** CONTRACTOR: INDIAN RIVER COUNTY Bob Solari, Chairman (Contractor) (CORPORATE SEAL) Jason E. Brown, County Administrator Attest _____ APPROVED AS TO FORM AND LEGAL SUFFICIENCY: Dylan Reingold, County Attorney Address for giving notices: Jeffrey R. Smith, Clerk of Court and Comptroller License No. _____ (Where applicable) Attest: _____ Deputy Clerk Agent for service of process: (SEAL) Designated Representative: Name: Designated Representative: Title: Address: Title: Phone Address: Email Phone: _____ Email: (If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

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. |
|--|---|
| | Bond No. (enter bond number) |
| BY THIS BOND, We | , as Principal and, as Principal and, as, herein called Owner, in the sum of bind ourselves, our heirs, personal representatives |
| corporation, as Surety, are bound to | , herein called Owner, in the sum of |
| 5, for payment of which we | bind ourselves, our neirs, personal representatives |
| successors, and assigns, jointly and severally. | a alma I. |
| THE CONDITION OF THIS BOND is that if Pri | |
| 1. Performs the contract dated,, | between Principal and Owner for construction of |
| , the cont | ract being made a part of this bond by reference, at the |
| times and in the manner prescribed in the cont | |
| | its, as defined in Section <u>255.05(1)</u> , Florida Statutes supplies, used directly or indirectly by Principal in the tract: and |
| | nses, costs, and attorney's fees, including appellate |
| proceedings, that Owner sustains because of a | |
| | terials furnished under the contract for the time specified |
| in the contract, then this bond is void; otherwise | |
| | bond for payment must be in accordance with the notice |
| and time limitation provisions in Section 255.05 | |
| | ts and compliance or noncompliance with any formalities |
| , , | es not affect Surety's obligation under this bond. |
| connected with the contract of the changes do | es not affect Surety's obligation under this bond. |
| DATED ON, | |
| DATED ON, | |
| | |
| | (Name of Principal) |
| | (Name of Filiopal) |
| | D _V |
| | By(As Attorney in Fact) |
| | (As Attorney in Fact) |
| | |
| | (Name of Surety) |