



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Invitation to Bid

Project Name: North WWTF Headworks Piping Change and Reconfiguration
Bid #: 2019063
Bid Bond Required: 5% if bid over \$25,000
Public Construction Bond Required: Yes, if total award is over \$100,000

Bid Opening Date: July 10, 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 be returned unopened.

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 # 2019063

North WWTF Headworks Piping Change and Reconfiguration

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

Deadline for receipt of bids has been set for **2:00 P.M. on July 10, 2019**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Non-Mandatory pre-bid meeting will be held on June 4, 2019 (10:30 a.m.) at North Wastewater Treatment Plant, located on the north side of 77th Street between the lateral G canal and Old Dixie Highway, Vero Beach, FL. Attendance at the pre-bid is strongly encouraged but not required.

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

The Board of County Commissioners reserves the right to 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: Saturday, May 25, 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 (purchasing@ircgov.com), 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:

Bidder Information Form

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Indemnification: The successful Bidder shall 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 (or other appropriate party) and persons employed or utilized by the contractor (or other appropriate party) 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 General Contractor's license or Underground Contractor? and be registered with the Indian River County Building 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.

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

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

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.

End of General Terms and Conditions

**TECHNICAL SPECIAL PROVISION FOR
THE RE-CONFIGURATION OF PIPING AT THE
NORTH WASTEWATER TREATMENT PLANT
5150 77TH STREET
VERO BEACH, FLORIDA 32960**

Prepared By: Bill McCain, P.E.
Date: May 1, 2019
Fla. License No.: 50046
Firm Name: Indian River County
Firm Address: 1801 27th Street
City, State, Zip Code: Vero Beach, FL, 32960
Certificate of Authorization: 8221
Page(s): 13-25

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ATTACHMENT 1 – NORTH COUNTY WASTEWATER TREATMENT PLANT HEADWORKS PIPING MODIFICATION

1. Description

1.1. General

- A. The proposed work generally consists of furnishing all labor, materials, tools and equipment required to remove and up size the existing 12" to a 24" diameter force main, and associated appurtenances at the North WWTP. The site is located off of 77th Street between Old Dixie Hwy and 58th Avenue, specifically at 5150 77th Street, Vero Beach. The project will consist of the installation of new F.M piping, pipe restraints; maintaining the existing flow; the removal of existing piping, access sidewalk and related concrete sidewalk rehabilitation.

The wastewater flow transmitted by the existing 12" forcemain must remain in operation until the 24" replacement piping has been installed, tested and accepted by the Engineer of Record.

It is the intent of the Indian River County Department of Utility Services (IRCDUS) to obtain complete and working installations under this contract and any items of labor, equipment, and materials that may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically stated herein. All work will be performed in accordance with the IRCDUS Water & Wastewater Utility Standards, May 2019 or latest edition, unless specified differently in the individual Work Authorizations or changed by the Engineer or his designated representative.

- B. Piping, valves, and other accessories shall be provided by the Contractor.
- C. Construction Plans and Details for the project are included at the end of this document.

1.2. Submittals

- A. Submit manufacturer's shop drawings on the following items before starting work:
1. Pipes and fittings;
 2. Valves;
 3. Concrete Structures;
 4. Pipe supports, base
 5. Pipe supports, wall hangers

1.3. Quality Control

- A. Provide manufacturer's certificate of compliance or certified analysis with each shipment of materials used.

2. Materials

2.1. General Requirements

- A. All materials and equipment shall be new and first quality. Damaged or faulty materials will not be accepted. Repair clamps may not be used on newly installed pipe. Sleeves may be used only with prior approval.

2.2. Wastewater Force Mains - Ductile Iron Pipe and Fittings

2.2.1. Scope

This section covers cast ductile iron pipe and fittings for wastewater water force mains.

2.2.2. General

- A. Ductile iron pipe shall be allowed for use as wastewater force main pipe where compatible with the specific conditions of the project. The use of material other than ductile iron may be required by Indian River County Department of Utility Services (IRCDUS) during construction permit review or by IRCDUS field personnel during construction if it is determined that ductile iron pipe is unsuitable for the particular application.
- B. All ductile iron pipes shall be manufactured in accordance with AWWA Standard Specifications C150/A21.50-96 and C151/A51-96, or latest revisions, and shall be pressure Class 300 or 350 minimum as depicted on Table 6.1 below. All ductile iron pipes crossing under roadways shall be pressure Class 350 minimum.
- C. Unless specifically indicated otherwise, underground piping shall be bell and spigot and aboveground piping shall be flanged.
- D. Cutting of ductile iron pipe shall be by sawing.
- E. All exposed ductile iron pipes shall be painted green per Approved Manufacturer's Product List.

2.2.3. Pipe

Ductile iron pipe shall be bell and spigot cast in accordance with AWWA Standard Specifications C150/A21.50-96 and C151/A51-96, or latest revisions. Cast ductile iron pipe shall have a minimum tensile strength of 60,000 psi with a minimum yield strength of 42,000 psi. Pipe wall thicknesses shall be computed in accordance with AWWA Standard Specification C150/A21.50-96, or latest revision, using the physical characteristics cited above with a minimum working pressure of 200 psi and a Laying Condition "Type 2." Unless otherwise indicated or specified herein, the pipe shall have

the minimum wall thickness according to class designation for diameters shown. All pipe shall be given a minimum factory hydrostatic test of 500 pounds per square inch.

TABLE 6.1
PRESSURE CLASS

SIZE (INCHES)	OUTSIDE DIAMETER (INCHES)	300 PSI THICKNESS (INCHES)	350 PSI THICKNESS (INCHES)
3	3.96	---	0.25
4	4.80	---	0.25
6	6.90	---	0.25
8	9.05	---	0.25
10	11.10	---	0.26
12	13.20	---	0.28
14	15.30	0.30	0.31
16	17.40	0.32	0.34
18	19.50	0.34	0.36
20	21.60	0.36	0.38
24	25.80	0.40	0.43
30	32.00	0.45	0.49
36	38.30	0.51	0.56
42	44.50	0.52	0.63
48	50.80	0.64	0.70
54	57.56	0.72	0.79
60	61.61	0.76	0.83
64	65.67	0.80	0.87

2.2.4. Fittings

- A. All underground fittings shall be either push-on, restrained, or mechanical joint. Mechanical joints shall conform to AWWA Standard Specification C110/A21.10-98) or C153/A21.53-00), or latest revisions. All aboveground fittings shall be flanged joint.
- B. The pressure rating shall be 350 psi.
- C. All fittings shall be lined with the same material as specified for the pipe, as per paragraph 6.05.

2.2.5. Lining and Coating

- A. Unless otherwise indicated, all ductile iron pipes shall be factory lined and coated.
- B. Lining: For 4" and larger, the interior of the pipe shall have a fusion-bonded ceramic epoxy lining. The epoxy material shall be applied in 1 coat with a minimum dry film thickness of 40.0 mils, in accordance with IRCDUS Approved Manufacturer's Product

List. If and where directed by IRCDUS, a polyethylene encasement shall be provided over pipes and fittings.

- i. Coating: Unless otherwise specified, the exterior of the pipe shall have a coating as follows:

EXTERIOR EXPOSED (OUSTSIDE DIAMETER)

System Type: Epoxy/Epoxy/Polyurethane
Surface Preparation: Contact Tnemec for recommendation
Primer: Series N69 Hi-Build Epoxoline II, DFT 4
Intermediate Coat: Series N69 Hi-Build Epoxoline II 5
Finish Coat: Series 73, 1074 or 1075 Endura-Shield, DFT 2.0 mils
Total DFT: 9.0 to 14.0 mils

BELOW GROUND AND/OR IMMERSION (OUTSIDE DIAMETER)

System Type: Epoxy/Coal Tar Epoxy
Surface Preparation: Contact Tnemec for recommendation
Primer (Opitional): Series N69 Hi-Build Expoxoline II, DFT 4
Final Finish: Series 46H-413 Hi-Build Tneme-Tar, DFT 16
Total DFT: 17.0 to 25.0 mils

- C. Lining Inspection:
 - 1. All ductile iron pipe and fitting linings shall be checked for thickness using a magnetic film thickness gauge. The thickness testing shall be done using the method outlined SSPC-PA-2 film thickness rating.
 - 2. The interior lining of all pipe and fittings shall be tested for pinholes with a nondestructive 2,500-volt test.
 - 3. Each pipe joint and fitting shall be marked with the date of application of the lining system and with its numerical sequence of application on that date.
- D. Certification of Lining Inspection: The pipe or fitting manufacturer must supply a certificate attesting to the fact that the applicator met the requirements of this specification, and that the material used was as specified, and that the material was applied as required by the specification.
- E. Repair: Anywhere that the coating is removed purposely or accidentally, the area shall be cleaned of any rust, grease, and dirt and re-coated to a minimum dry film as specified for the individual piece.
- F. Encasement: If and when directed by IRCDUS's Engineer, a polyethylene encasement shall be provided around pipe, fittings, and valves. The material,

installation, and workmanship shall conform to applicable sections of AWWA Standard Specifications C105/A21.5-99, or latest revision. Installation methods A or B shall be employed using flat tube polyethylene. The Contractor shall make provisions to keep the polyethylene from direct exposure to sunlight prior to installation. Backfilling following installation shall be completed without delay to avoid exposure to sunlight.

2.2.6. Bell and Spigot Connections

Joints in bell and spigot pipe shall be push-on, mechanical, or restrained joints in accordance with AWWA Standard Specifications C111/A21.11-00, or latest revision. Pipe restraints shall also be in accordance with IRCDUS Standards or as directed by IRCDUS's Engineer.

2.2.7. Flanged Connections

- A. All flanged pipe barrels shall comply with the physical and chemical requirements as set forth in the Handbook of Ductile Iron Pipe Research Association. Flanges shall be in accordance with ANSI Specification B16.1 for Class 125 flanges. Bolts shall be 316 stainless steel and comply with ANSI Specification B18.2.
- B. Flanged pipes shall be faced and drilled to the American Standard Drilling, unless special drilling is called for or required. Where tap or stud bolts are required, flanges shall be tapped. Flanges shall be accurately faced and drilled smooth and true, at right angles to the pipe axis, and shall be covered with zinc dust and tallow or a rust preventive compound immediately after facing and drilling.
- C. Flanged pipe with screwed-on flanges shall be furnished with long hubs, and the flanges shall be screwed on the threaded end of the pipe in the shop and the face of the flange and end of pipe refaced together. There shall be no leakage through the pipe threads and the flanges shall be designed to prevent corrosion of the threads from outside.
- D. Flanged joints shall be made with bolts or stud bolts and nuts. Bolts, stud bolts, and nuts shall conform to American Standard heavy dimensions, semi-finished with square or hexagonal heads and cold punched hexagonal nuts, 304SS. Bolt sizes shall be American Standard for the flanges specified, and bolts and nuts shall have good, true threads.
- E. Gaskets shall be in accordance with AWWA Standard Specifications C115/A21.15-99, or latest revisions.

2.2.8. Submittals

Before starting fabrication of the ductile iron pipe and fittings, the Contractor shall submit complete detailed working drawings for approval by the Engineer and IRCDUS. Such drawings shall show the piping layouts and contain schedules of all pipe, fittings, valves, expansion joints, hangers and supports, and other appurtenances. Where special fittings are required, they shall be shown in large detail with all necessary dimensions. The drawings submitted shall show flanged joined sections placed so as to be removable without disturbance to the main pipe sections.

2.2.9. Marking

- A. Number 10 stranded conductor copper trace wire shall be spiral wrapped or affixed to the top of the pipe. See May 2019 IRCDUS Standard Trace Wire Detail M-13 for specifications regarding installation. Trace Wire is required over all pipes, below grade.
- B. A 2" wide magnetic I.D. location tape is required over all pipes. Tape is to be installed 12" below proposed finished grade and additional tape shall be adhered to top of pipe if required by IRCDUS engineering.

2.2.10. Installation

- A. Unless otherwise noted on the drawings or in other sections of this specification, the pipe shall be handled and installed in strict accordance with the manufacturer's instructions. The Contractor shall use every precaution during construction to protect the pipe against the entry of non-potable water, dirt, wood, small animals, and any other foreign material that would hinder the operation of the pipeline. Where the groundwater elevation is above the bottom of the trench, the Contractor shall provide suitable dewatering equipment at no additional cost to the IRCDUS. All piping shall be placed in a dry trench, unless the Engineer and IRCDUS approves wet trench installation.
- B. Depth of Cover and Pipe Elevation: Unless otherwise shown on the drawings, or otherwise authorized by the Engineer, all pipe shall have a minimum cover of 36 inches. Contractor shall determine top of pipe elevation and top of ground elevation for every two joints of pipe installed using a level. Pipe must have the minimum cover described above and must be within +/- 0.2 feet of the top of pipe elevation indicated on the drawings. Installed pipe, which does not meet these requirements, shall be reinstalled until it does meet these requirements. Contractor shall record top of pipe and top of ground elevations and the locations of where these elevations were determined and submit this information to Engineer. Engineer reserves the right to have Contractor excavate and check top of pipe and top of ground elevations to see if they conform to the aforementioned requirements, at no cost to the Owner.

2.3. Plug Valves

- A. Plug valves shall be non-lubricated eccentric type with semi-steel bodies, resilient faced plugs, and stainless steel or nickel seats in the body. Port area shall be at 100 % of full pipe area for all plug valves. All exposed nuts, bolts, springs, and washers shall be hot dipped galvanized, except exposed hardware for submerged valves shall be of 316 stainless steel. Valve bodies shall be semi-steel with 125-pound ANSI Standard flanged ends for interior or aboveground service; mechanical joint for buried service and for use with threaded cast iron or ductile iron piping shall have screwed end connections. The plug shall be one piece and of sufficient design so as not to require a stiffening member opposite the face plug.
- B. Plug valves 6 inches or greater in diameter shall be equipped with gear actuators, which shall clearly indicate valve position and an adjustable stop shall be provided. Construction of actuator housing shall be semi-steel. All gearing shall be enclosed, suitable for running in oil with seals provided on all shafts to prevent entry of dirt and water into the actuator. All shaft bearings shall be furnished with permanently lubricated bearing bushings.
- C. Three-way plug valves shall be non-lubricated gear operated. Valve bodies shall be semi-steel with 125-pound ANSI Standard flanges, and plugs shall be resilient faced. Three-way valves shall be 3-way, 3-port, 270-degree turn.
- D. Plug valves and actuators shall be Valmatic Camcentric 100% port plug valves.

3. Construction Requirements

3.1. Wastewater Forcemain

3.1.1. *Inspection*

- A. Contractor shall not perform wet taps, install line stops, or cut the force main without presence of an Inspector from IRCDUS.

3.1.2. *Construction of Replacement Force Main*

- A. All connections to existing wastewater main shall be made under the direct supervision of an IRCDUS Inspector. Valves on existing mains shall be operated by County personnel or under direct supervision of IRCDUS Inspector.
- B. Contractor shall construct the by-pass main prior to stopping the flow from the existing 12" force main. This work may be performed during daylight hours.
- C. Contractor shall be ready to proceed with the replacement of the 12" force main with as much material preassembled as possible at the site to minimize the length of any service interruption.

3.1.3. *Testing*

- A. Hydrostatic testing will be on the entire newly constructed by-pass forcemain.
- B. Density testing for trench backfill shall be provided by the contractor.

3.1.4. *Marking (All buried piping and appurtenances)*

- A. Number 10 continuous stranded conductor copper trace wire shall be spiral wrapped or affixed to the top of the pipe. See trace wire Detail M-13 for specifications regarding installation.
- B. Trace wire is required over fill pipes.
- C. A 2" wide magnetic I.D. location tape is required over all pipes. Tape is to be installed 12" below proposed grade and additional tape shall be adhered directly on top of pipe if required by IRCDUS engineering.

3.1.5. *Placing and Laying*

- A. Carefully lower pipe and accessories into trench by means of derrick, ropes, belt slings, or other authorized equipment.
 - 1. Do not drop or dump any force main materials into trench.

2. Avoid abrasion to pipe coating.
3. Lay pipe, except where necessary to make connections with other lines, with bells facing direction of laying.
4. Rest full length of each section of pipe solidly upon pipe bed, with recesses excavated to accommodate bells, coupling and joints.
5. Take up pipe that has had grade or joint disturbed after laying.
6. Do not lay pipe in water or when trench conditions are unsuitable for the work.
7. Securely close open end of pipe, fittings and valves when work is not in progress.
8. Keep water out of trench until jointing work is complete.

3.1.6. Cleanup

- A. Upon completion of installation of force main and appurtenances, remove debris and surplus materials resulting from work.
- B. Upon completion of installation of new pipes and appurtenances, remove existing pipes and appurtenances. Dispose of all removed material in an appropriate manner.

4. Method of Measurement & Payment

4.1. General

Measurement and payment will be based upon percentage of work completed and accepted in accordance with the Contract Documents. No separate payment will be made for excavation, trenching, backfilling, compacting, leakage tests, surveying, construction staking or other incidental items of work not shown in the Contract Documents.

The lump sum bid will include any and all labor & materials, listed or not listed, necessary to furnish the County a complete & working system as indicated on the construction plans & bid documents.

4.2. Partial Payment

Partial payment for materials in storage at the site of the work or other approved storage site **will not** be made.

4.3. Measurement

- A. Mobilization, Demobilization and Traffic Maintenance and Control: Payment shall be lump-sum (LS), and the unit price shall include: mobilization, video-documenting the pre-construction site condition, traffic maintenance and control (MOT), and demobilization.

Payment shall be based on the subtotal of bid items on the Bid Form, and shall be limited to the following maximum amounts:

ORIGINAL CONTRACT AMOUNT (\$)		MAXIMUM AMOUNT
FROM MORE THAN	TO AND INCLUDING	FOR MOB, DEMO. MOT.
0	\$ 100,000	\$ 3,000
\$ 100,000	\$ 500,000	\$ 15,000
\$ 500,000	\$ 1,000,000	\$ 30,000
\$ 1,000,000	\$ 2,000,000	\$ 60,000
\$ 2,000,000	\$ 3,000,000	\$ 90,000
\$ 3,000,000	\$ 4,000,000	\$ 120,000
\$ 4,000,000	\$ 5,000,000	\$ 125,000
\$ 5,000,000	\$ 6,000,000	\$ 150,000
\$ 6,000,000	\$ 7,000,000	\$ 175,000
\$ 7,000,000	\$ 10,000,000	\$ 250,000

Should the lump sum bid price for the item Mobilization, Demobilization & MOT exceed the maximum amount allowed for this item as specified above, the bid price will be reduced to the maximum permissible amount and the reduced price will be used in correctly determining the total price for comparison of bids received.

4.4. Payment

Payment will be made at the respective contract unit and/or lump sum price for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for performing all work in connection therewith and incidental thereto. Payment shall be made at the lump sum of 50% completion, less 10% retainage as determined by the Engineer of Record and IRCDUS (based on scheduled of values to be submitted by the contractor and approved by IRCDUS). Final payment, including retainage shall be paid upon completion of the project as determined by the Engineer of Record and IRCDUS.

4.5. Restoration of Damaged Surfaces, Structures and Property

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, state laws, municipal ordinances, or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface

structures shall 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 Engineer.

End of Technical Specifications

Indian River County Purchasing Division

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



Bid Form

North WWTF Headworks Piping Reconfiguration

Bid #: 2019063
 Bid Opening Date and Time: July 10, 2019 2:00 P.M.
 Bid Opening Location: Purchasing Division
 1800 27th Street
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

Item No.	Bid Item Description	Estimated Quantity	Unit of Measure	Unit Price
1	BYPASS FM PIPING & APPURTENANCES TOTAL (SEE PLAN SET) ITEMS 1-12, PLUS ASSOCIATED INTER-CONNECTING DIP PIPING	1	LS	\$
2	CUT & CONSTRUCT 12" M.J. CAP & REMOVE EXIST 12" PVC SCREEN DISCHARGE	1	LS	\$
3	REMOVAL EXISTING DIP PIPING, (FM)VALVES & ASSOCIATED HARDWARE REMOVAL & DISPOSAL	1	LS	\$
4	PUBLIC CONSTRUCTION BOND	1	LS	S
5	MOBILIZATION, DEMOBILIZATION, MOT REFER TO SECTION 1.03 FOR MAX. AMOUNT	1	LS	S
6	RESTORATION, TEMPORARY STABILIZATION, SOD, CONCRETE, ETC.	1	LS	S
7	FORCE ACCOUNT	1	LS	\$ 20,000.00
			TOTAL BID PRICE	\$

Total bid price in words

Alternate Bid Items

Item No.	Bid Item Description	Estimated Quantity	Unit of Measure	Unit Price
ADD-ALT 1	DEMO EXISTING SIDEWALK & CONCRETE STAIRS & REPLACE IN-KIND	1	LS	\$
ADD-ALT 2	REPLACE EXISTING 4" AIR PIPING IN KIND AS INDIACTED ON THE PLANS	1	LS	\$
All materials and installation shall be per Indian River County Department of Utility Services (IRCDUS) Standards and Specifications, latest revision, unless otherwise noted in the bid documents. The unit price(s) bid will include any and all labor & materials, listed or not listed, necessary to furnish the County a complete & working system as indicated on the construction plans & bid documents.				

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

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

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

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 AND SUBMITTED WITH EACH BID.

1. This Sworn Statement is submitted with Project No. 2019063
for NWWTP Headworks Piping Re-configuration
(Name of Project)
2. This Sworn Statement is submitted by _____
(Legal Name of Entity Submitting Sworn Statement)
_____, hereinafter "BIDDER". The
BIDDER's address is _____

BIDDER's Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the BIDDER
(Print Name of Individual Signing)
is _____
(Position or Title)
I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.
4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et.seq. Florida Statutes and refer to the applicable Florida Statute(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.
5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.
6. The BIDDER has allocated and included in its bid the total amount of \$_____, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project: _____

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

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

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

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

BIDDER: _____

By: _____

Position or Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

Notary Public, State at large
My Commission Expires:

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

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

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

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

Company Name

Bidder's Signature

Date: _____

Affidavit of Compliance

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

Indian River County Bid # 2019063 for North WWTF Headworks Piping Reconfiguration

We DO NOT take exception to the Bid / Specifications.

We TAKE exception to the Bid / Specifications as follows: _____

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax: _____

E-mail: _____

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

(Typed / Printed)

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

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2019063
for North WWTF Headworks Piping Reconfiguration

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

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

and my relationship to the entity named above is _____

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

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

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

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

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC

SIGN: _____

PRINT: _____

Notary Public, State at large
My Commission Expires:

(Seal)

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

(This form MUST be submitted with your bid)

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

The proposed work generally consists of furnishing all labor, materials, tools and equipment required to remove and up size the existing 12" to a 24" diameter force main, and associated appurtenances at the North WWTP. The site is located off of 77th Street between Old Dixie Hwy and 58th Avenue, specifically at 5150 77th Street, Vero Beach. The project will consist of the installation of new F.M piping, pipe restraints; maintaining the existing flow; the removal of existing piping, access sidewalk and related concrete sidewalk rehabilitation.

ARTICLE 2 - THE PROJECT

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

Project Name:	NWWTP Headworks Piping Re-configuration
Bid Number:	2019063
Project Address:	5150 77 th Street, Vero Beach, FL 32960

ARTICLE 3 - CONTRACT TIMES

3.01 *Time of the Essence*

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

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

- A. The Work will be completed and ready for final payment on or before the 90th day after the date when the Contract Times commence to run.

3.03 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in writing as a change order to this Agreement.

Liquidated damages will commence for this portion of work. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$450.00 for each calendar day that expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 4 - CONTRACT PRICE

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

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

Numerical Amount: \$ _____

Written Amount: _____

ARTICLE 5 - PAYMENT PROCEDURES

5.01 *Progress Payments.*

- A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain ten percent (10%) of the payment amounts due to the CONTRACTOR until fifty percent (50%) completion of the work. After fifty percent (50%) completion of the work is attained as certified to OWNER by ENGINEER in writing, OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents. Pursuant to Florida Statutes section 218.735(8)(b), fifty percent (50%) completion means the point at which the County as OWNER has expended fifty percent (50%) of the total cost of the construction services work purchased under the Bid and Specification Documents, together with all costs associated with existing change orders and other additions or modifications to the construction services work provided under the Contract Documents.

5.02 *Pay Requests.*

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units

completed. After fifty percent (50%) completion, and pursuant to Florida Statutes section 218.735(8)(d), the CONTRACTOR may submit a pay request to the County as OWNER for up to one half (1/2) of the retainage held by the County as OWNER, and the County as OWNER shall promptly make payment to the CONTRACTOR unless such amounts are the subject of a good faith dispute; the subject of a claim pursuant to Florida Statutes section 255.05(2005); or otherwise the subject of a claim or demand by the County as OWNER or the CONTRACTOR. The CONTRACTOR acknowledges that where such retainage is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers. Pursuant to Florida Statutes section 218.735(8)(c)(2005), CONTRACTOR further acknowledges and agrees that: 1) the County as OWNER shall receive immediate written notice of all decisions made by CONTRACTOR to withhold retainage on any subcontractor at greater than five percent (5%) after fifty percent (50%) completion; and 2) CONTRACTOR will not seek release from the County as OWNER of the withheld retainage until the final pay request.

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

5.04 *Acceptance of Final Payment as Release.*

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

ARTICLE 6 - INDEMNIFICATION

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.

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

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - (1) This Agreement (pages 1 to __, inclusive);
 - (2) Notice to Proceed
 - (3) Public Construction Bond (pages __ to __, inclusive);
 - (4) Certificate of Liability Insurance

- (5) Invitation to Bid 2019063
- (6) Addenda (numbers ___ to ___, inclusive);
- (7) CONTRACTOR'S Bid Form (pages ___ to ___, inclusive);
- (8) Bid Bond (pages ___ inclusive);
- (9) Trench Safety Form
- (10) Drug Free Workplace Form (pages ___ to ___, inclusive)
- (11) Affidavit of Compliance (page ___);
- (12) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages ___ to ___, inclusive);
- (13) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (14) Certification Regarding Lobbying
- (15) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability*

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

9.05 *Venue*

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

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - (1) Keep and maintain public records required by the County to perform the service.
 - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

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

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

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

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

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

Article 10: TERMINATION OF CONTRACT

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

(1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or

(5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
 - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
 - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
 - (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

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

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

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

2019063 North WWTF Headworks Piping Reconfiguration

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

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY _____

By: _____
TBD, Chairman

By: _____
(Contractor)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk

Agent for service of process: _____

(SEAL)

Designated Representative:

Name:
Title:
Address:
Phone
Email

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

Phone: _____
Email: _____

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

**PUBLIC CONSTRUCTION BOND [ONLY FOR AWARDED PROJECT OVER
\$100,000]**

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.

2019063 North WWTF Headworks Piping Reconfiguration
Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

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

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY NAME: _____

**SURETY PRINCIPAL
BUSINESS ADDRESS:** _____

SURETY PHONE NO: _____

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE NO: _____

OBLIGEE NAME: _____
(If contracting entity is different from
the owner, the contracting public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____
(If applicable)

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____
(If applicable)

FRONT PAGE

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

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

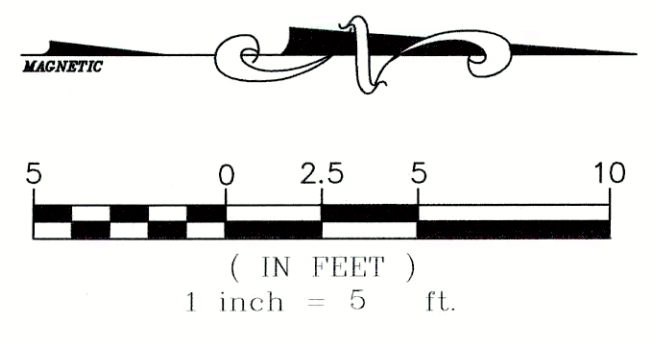
DATED ON _____,

(Name of Principal)

By _____
(As Attorney in Fact)

(Name of Surety)

ATTACHMENT 1



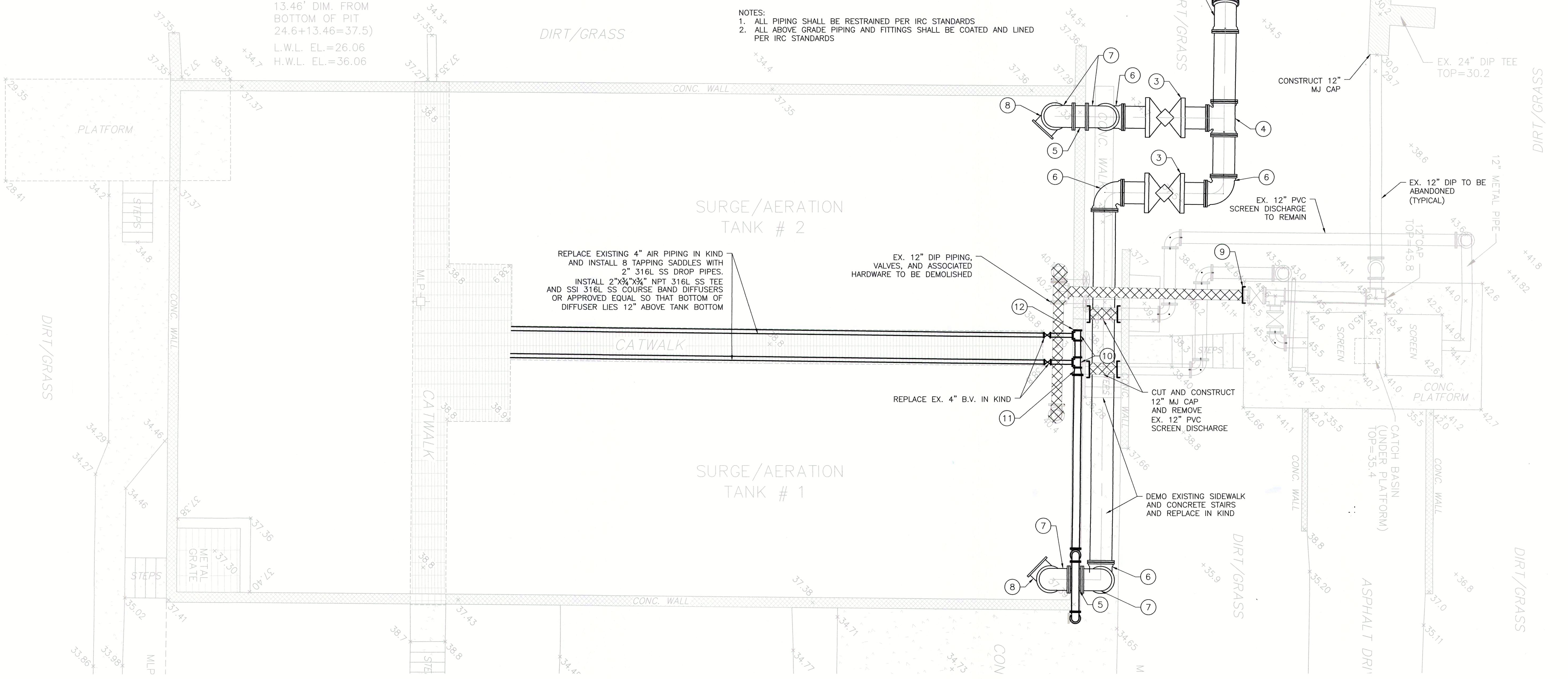
NAVD'88 ELEVATIONS DERIVED FROM 1990 MASTELLER & MOLLER NGVD'29 RECORD DRAWING -1.44' DATUM SHIFT FROM PLANS

TOP/CATWALK=38.9
 TOP/SLAB (BOTTOM OF PIT)=24.06
 TOP WALL=37.5/37.4(M)
 (TOP WALL SHOWS 13.46' DIM. FROM BOTTOM OF PIT 24.6+13.46=37.5)
 L.W.L. EL.=26.06
 H.W.L. EL.=36.06

NOTE:
 THE CONTRACTOR SHALL PROVIDE DETAILED INFORMATION SPECIFYING THE APPLICATION AND LOCATION WHERE ANY ONE OF THE DETAILS ON THIS SHEET SHALL BE UTILIZED, FOR ENGINEERING APPROVAL PRIOR TO PROCUREMENT PRODUCTION AND CONSTRUCTION

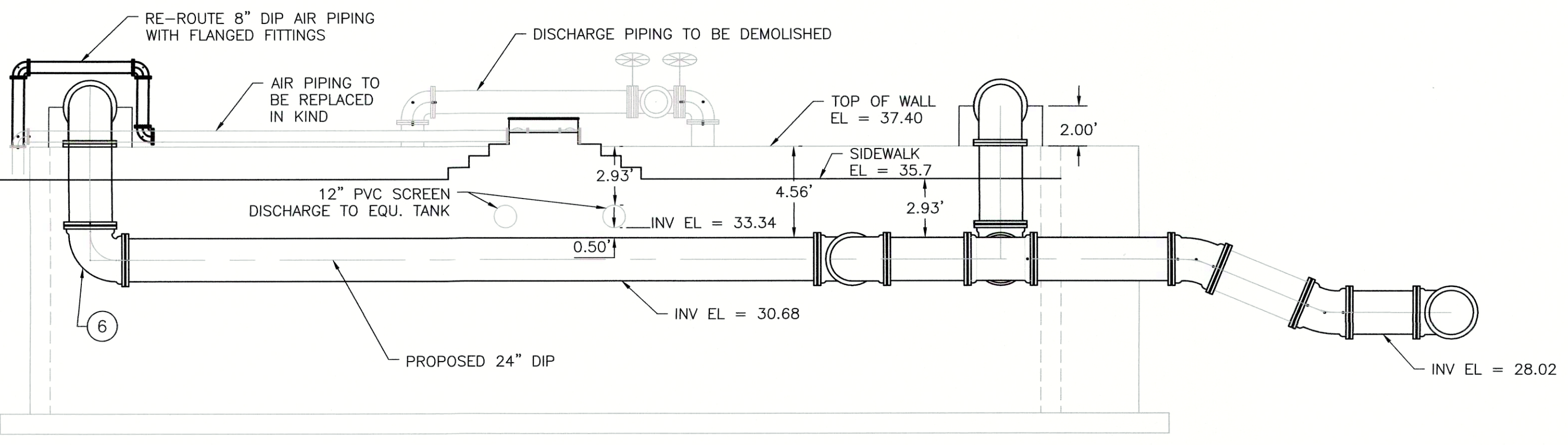
1. CONSTRUCT 24" DIP MJ 45° BEND
2. CONSTRUCT 24" DIP MJ 22.5° BEND
3. CONSTRUCT 24" MJ VALMATIC CAM-CENTRIC 100% PORT PLUG VALVE
4. CONSTRUCT DIP MJ 24"x24"x24"
5. CONSTRUCT PIPE SUPPORT PER DETAIL 2 SHEET 1
6. CONSTRUCT 24" DIP MJ 90° BEND
7. CONSTRUCT 24" FLANGED DIP 90° BEND
8. CONSTRUCT 24" FLANGED DIP BASE 90° BEND. SEE DETAIL 3 SHEET 1 FOR BASE SUPPORT DETAIL
9. CONSTRUCT 12" MJ CAP
10. REPLACE 6"x6"x4" DIP FLANGE TEE
11. REPLACE 6"x8" DIP FLANGE REDUCER
12. REPLACE 6" BLIND FLANGE

- NOTES:**
1. ALL PIPING SHALL BE RESTRAINED PER IRC STANDARDS
 2. ALL ABOVE GRADE PIPING AND FITTINGS SHALL BE COATED AND LINED PER IRC STANDARDS

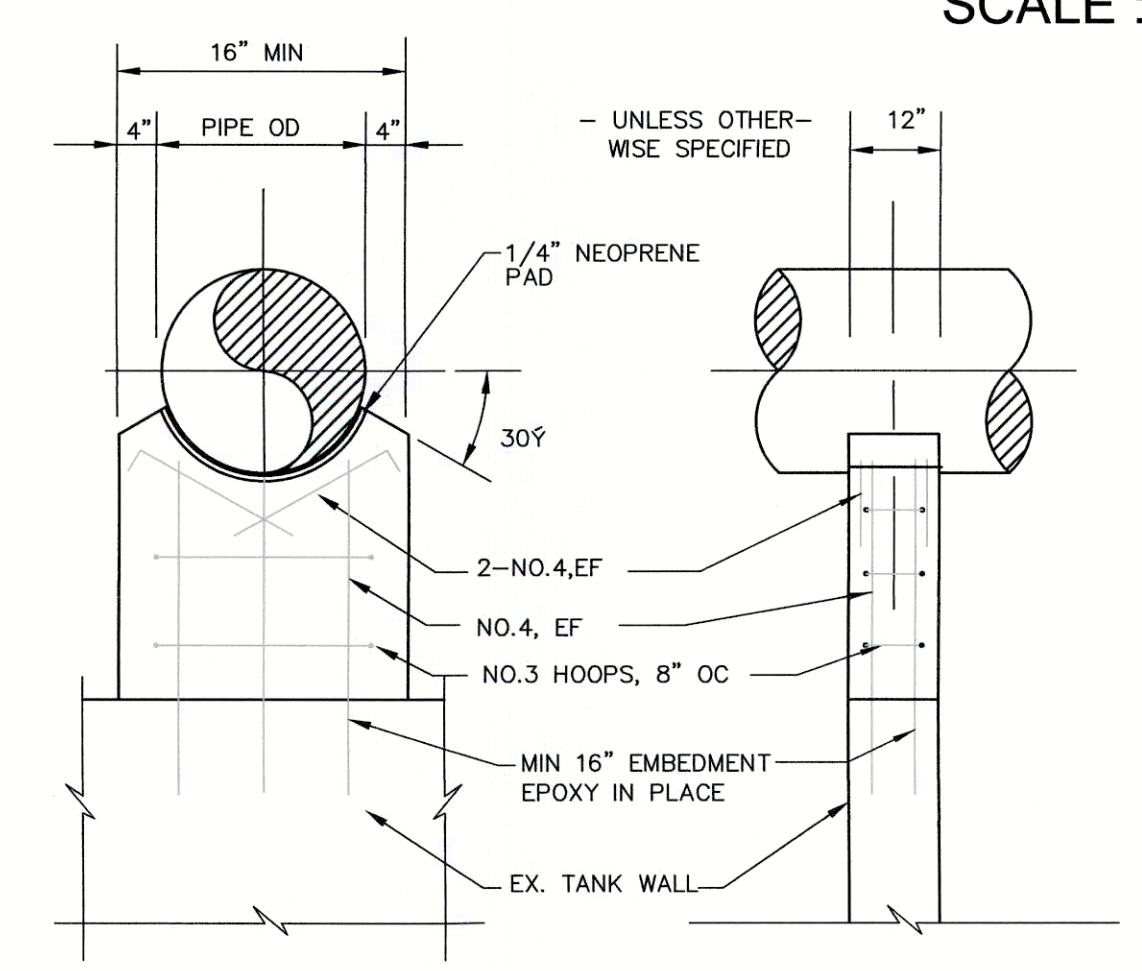


PLAN VIEW

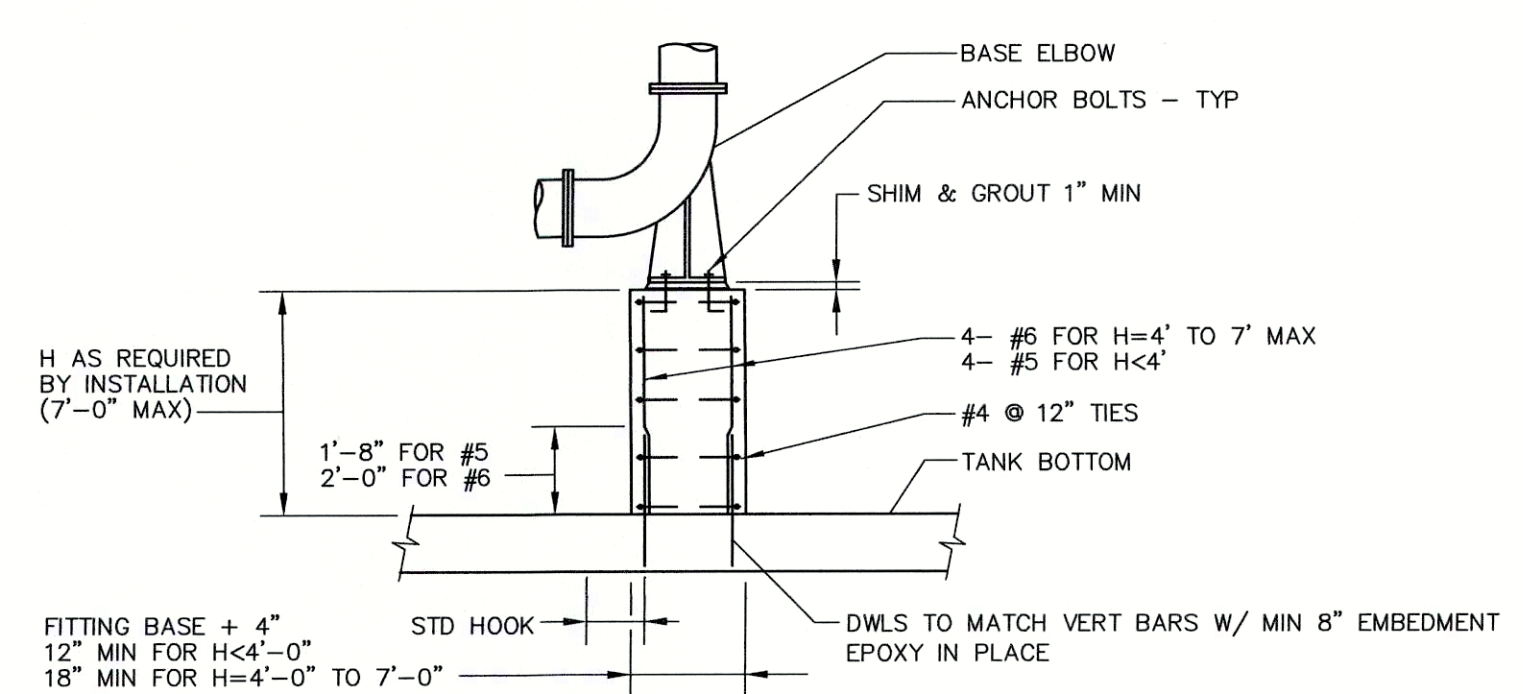
SCALE : 1"= 5'



1 NORTH WALL ELEVATION VIEW



2 PIPE SUPPORT



3 BASE ELBOW SUPPORT

48 HOURS BEFORE DIGGING
 CALL TOLL FREE
 1 (800) 432-4770
 SUNSHINE STATE ONE CALL
 OF FLORIDA

WILLIAM F. McCAIN
 LICENSE
 PE FL# 50046
 DATE: 6/1/17

NO.	DATE	BY	REVISIONS
1			REVISED DETAILS
2			
3			
4			
5			
6			
7			
8			

DESIGNED	NC WFTW	SCALE
BJK		1"=5'
BJK		
WFM		
DATE		
JULY 2017		

W. F. McCain & Associates, Inc.
 INNOVATIVE SOLUTIONS FOR ENVIRONMENTAL ENGINEERING SERVICES
 CERTIFICATE OF AUTHORIZATION NO. 0008221
 1171 18TH STREET
 VERO BEACH, FLORIDA 32980
 PHONE 772-473-0140
 FAX 772-470-1508

PIPING PLAN

**INDIAN RIVER COUNTY
 NORTH COUNTY WFTW**
 INDIAN RIVER COUNTY, FLORIDA

SHEET
1
 OF 1
 PROJECT No
 17-104