



Indian River County Purchasing Division

1800 27th Street

Vero Beach, FL 32960

Phone (772) 226-1416

Invitation to Bid

Project Name: Demolition of 1200 37th Street
Bid #: 2020026
Bid Bond Required: 5% if bid over \$35,000
Public Construction Bond Required: Yes, if total award is over \$100,000
Pre-Bid Meeting time/location: January 29, 2020 at 1:30 pm
1200 37th Street, Vero Beach

Bid Opening Date: February 12, 2020

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 # 2020026
Demolition of 1200 37th Street

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 February 12, 2020**. 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 pre-bid inspection meeting will be held on January 29, 2020 at 1:30 PM at 1200 37th Street, Vero Beach. Attendance at the pre-bid is strongly encouraged but not mandatory.

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

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

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: Demandstar and Vendor Registry

Date: Friday, January 17, 2020

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:

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 \$35,000, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security for bids over \$35,000 must be in the sum of not less than five percent (5%) of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter into a Contract with the County and furnish the required 100% Public Construction Bond/Payment and Performance Bonds and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction/Payment or Performance Bond will be required. Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Indian River County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. Permit fees due to Indian River County associated with this bid are provided in item 1 of the Scope of Work.

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 one of the following: State of Florida General Contractor’s license, Demolition Contractor’s license or a Building Contractor’s license at the time of bid submittal and be licensed by Indian River County prior to execution of the agreement or issuance of a purchase order, as applicable.

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>
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<p>Automobile</p> <p>\$1,000,000.00 Combined single limit</p>	<p>A. Owner Leased Automobiles</p> <p>B. Non-Owned Automobiles</p> <p>C. Hired Automobiles</p>
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Bodily Injury and Damage Liability	D. Owned Automobiles
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- **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 Specifications

The work for this project shall consist of furnishing all the necessary equipment, materials and labor for the demolition and removal of the structure in the County right of way. All work must conform to public health standards and comply with all local and state requirements for asbestos abatement by licensed asbestos contractor.

Property Owner(s): Indian River County
Addresses: 1200 37th Street, Vero Beach
Property Tax ID: 32-39-26-00012-0000-00002.0





Scope

The Awarded Contractor shall be responsible for the following:

1. Obtain all necessary permits, including but not limited to Building Division and Florida Department of Health (FDOH) required for demolition work. The cost to obtain a demolition permit from the Indian River County Building Department is \$206 per structure. Contractor must provide copies of permits to the County prior to start of demolition.
2. Coordinate with all applicable utility providers to verify shutoff of existing utilities. If not previously completed, remove and properly cap/seal the water and sewer lines. All permit fees for inspection of utility severance are the responsibility of the Contractor.
3. Remove asbestos in accordance with applicable laws, including removal by a licensed asbestos removal contractor. The asbestos surveys for the structures are attached as Appendix A. A disposal manifest shall be required upon completion of the project, prior to payment.
4. Demolish and remove all structures from properties in compliance with OSHA standards.
5. Establish maintenance of traffic in accordance with FDOT standards when required.
6. Protect all existing structures on adjacent property. Contractor shall be responsible for the repair or replacement of any damaged structures or real estate thereof.
7. Remove and dispose of all concrete, including slabs, footers and sidewalks. The parking areas are to remain. The total site area, including the area under the former structure, must be clean and free of debris, including broken concrete, glass, conduits, sewer and water lines in accordance with local codes and ordinances evidenced by disposal manifests from the disposal facility provided at the end of the project. All recycled materials will be property of the demolition contractor, with disposal manifest from a recycling facility provided as evidence that the recycled material has been properly disposed or reused/reclaimed, if applicable. The area of the demolition must be graded, compacted and leveled.
8. All excavations must be filled in - existing soil/fill material can be used. Contractor shall fill all areas to existing grades and provide fill material as needed.
9. When the demo is complete, it needs to be cleared by the Health Department, Public Works, and the Building department to close the demo permit. The Contractor needs to provide Public Works with copies of the signed off documents before the invoice can be submitted.

A purchase order will be issued if total award is under \$100,000 and does not require a public construction bond, and if work will be completed prior to September 30, 2020, otherwise, the attached sample agreement will be used.

Extra Work: Without invalidating the contract, Indian River County may at any time, by written change order and without preliminary notice to the surety, order extra work, within the general scope of the project, and the price will be adjusted accordingly.

Changes in Work: The County shall have the right to suspend work wholly or in part for such period or periods as may be deemed necessary due to unsuitable weather or other conditions, which the County considers unfavorable for the work to proceed. No allowance of any kind will be made for such suspension of work except an equivalent time for completion of the contract.

Change Conditions: If during the progress of work, field conditions are found to differ materially from those covered by the Specifications or from those which could reasonably have been foreseen by the Bidder after examination of the site, the Bidder shall call such conditions to the attention of Indian River County and necessary

changes may be made to the Specifications. If these changes entail extra work or materials and the value of such work has not been determined by unit price under the contract, the values of such work or change shall be determined by negotiation. Indian River County and the Bidder shall execute a change order to the contract at mutually satisfactory unit prices or lump sums for any extra work, addition, or deletion made necessary by such changed conditions and requested by the County.

Commencement of Work: The work shall commence immediately upon receipt of a Notice to Proceed and/or a Purchase Order.

Time of Completion: The work shall be complete within 60-days of issuance of the Notice to Proceed and/or a Purchase Order. Failure to obtain demolition permit within 45 days of award of bid may result in termination of award.

Contract Price: The County shall pay the Bidder for the work at the price(s) stated on the Bid Form. No additional payment shall be made to the Bidder except for additional work or materials as stated on a valid change order issued by the County prior to the performance of the work or delivery of materials.

Final Payment Acceptance: The acceptance by the Bidder of final payment due on termination of this contract shall constitute a full and complete release of Indian River County from any and all claims, demands and causes of action whatsoever, which the Bidder, its successors or assigns have or may against the County under the provisions of this contract.

Examination of the Site: Before submitting this bid, the bidder shall visit the job site in order to ascertain the prevailing local conditions, which may affect the work to be done. No payment for additional work or materials shall be made upon any claim of changed condition(s) if such condition(s) could have been reasonably foreseen upon diligent examination of the site prior to submission of their bid.

Cooperation / Coordination: Indian River County and its authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials.

Work by Owner: Indian River County hereby reserves the right to perform activities in the area where work is being done under this contract with its own forces.

End of Technical Specifications

Indian River County Purchasing Division

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



Bid Form

Demolition of 1200 37th Street

Bid #: 2020026
Bid Opening Date and Time: February 12, 2020 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:

Total Bid Price	\$
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Total Bid Price in Words

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

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

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

DRUG-FREE WORKPLACE CERTIFICATION

(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 # 2020026 for Demolition of 1200 27th Street

- 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. 2020026
for Demolition of 1200 37th Street

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:

Demolition of 1200 37th Street

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: Demolition of 37th Street
Bid Number: 2020026
Project Address: 1200 37th Street, Vero Beach

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 60th 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 \$388.00 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 price stated in CONTRACTOR’s lump sum Bid:

Numerical Amount: \$ _____

Written Amount: _____

ARTICLE 5 - PAYMENT PROCEDURES

5.01 Method of Payment

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

5.02 Acceptance of Final Payment as Release

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

ARTICLE 6 - INDEMNIFICATION

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

ARTICLE 7 - CONTRACTOR’S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement (pages 1 to __ , inclusive);

- (2) Notice to Proceed
- (3) Public Construction Bond (pages ___ to ___, inclusive);
- (4) Certificate of Liability Insurance
- (5) Invitation to Bid 2020026
- (6) Addenda (numbers ___ to ___, inclusive);
- (7) CONTRACTOR'S Bid Form (pages ___ to ___, inclusive);
- (8) Bid Bond (pages ___ inclusive);
- (9) Drug Free Workplace Form (pages ___ to ___, inclusive)
- (10) Affidavit of Compliance (page ___);
- (11) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages ___ to ___, inclusive);
- (12) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (13) Certification Regarding Lobbying
- (14) 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.

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: _____
Susan Adams, Chairman

By: _____
(Contractor)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk

(SEAL)

Agent for service of process: _____

Designated Representative:

Name:

Title:

Address:

Phone

Designated Representative:

Name: _____

Title: _____

Address:

Email

Phone: _____

Email: _____

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

Exhibit 1 – Pricing

PUBLIC CONSTRUCTION BOND

INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

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

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

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

**Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page**

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

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY NAME: _____

**SURETY PRINCIPAL
BUSINESS ADDRESS:** _____

SURETY PHONE NO: _____

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE NO: _____

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

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____
(If applicable)

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____
(If applicable)

FRONT PAGE

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

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

DATED ON _____,

(Name of Principal)

By _____
(As Attorney in Fact)

(Name of Surety)

**ASBESTOS IDENTIFICATION
SURVEY**

for

**1200 37th Street
Vero Beach, FL**

PO #85297-00

December 2, 2019

Prepared For:

**Ms. Luanne Clark
Indian River County Public Works Dept.
1801 27th Street
Vero Beach, FL 32960**

Prepared By:

**Gaudet Associates, Inc.
3021 Jupiter Park Circle, Suite 101
Jupiter, FL 33458**



Gaudet Associates, Inc.

Construction & Environmental Services

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- II. Building Overview
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I. Introduction/Survey Results/Recommendations

I. INTRODUCTION/SURVEY RESULTS

Gaudet Associates, Inc., a licensed Florida Asbestos Business (ZA#0000011), was retained to perform a pre-demolition asbestos material identification survey for 1200 37th Street in Vero Beach, FL.

The single-story structure is constructed of concrete block on a concrete slab with a rubber roof system. The interior consist of ceiling tile, vinyl floor tile, ceramic tile , linoleum, drywall, fire door insulation, duct mastic and sink undercoat. The structure is approximately 10,386 square feet and is slated to be demolished.

Gaudet Associates, Inc. scheduled an EPA Certified Building Inspector, Mr. Michael McGovern to perform the survey on November 19, 2019. The purpose of the survey was to identify, bulk sample and quantify suspect asbestos containing building materials in those areas accessible to the inspector. The inspector collected a total of thirty-six (36) samples. These samples were analyzed by a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory using Polarized Light Microscopy (PLM).

The Environmental Protection Agency's (EPA) definition of an asbestos-containing material is one that is greater than one (1%) percent asbestos. **All of the samples collected proved negative to asbestos content.**

RECOMMENDATIONS

Gaudet Associates, Inc. recommends no further action. The structure at 1200 37th Street is slated to be demolished, all of its components can be removed, and materials can be recycled and/or placed in a Class III landfill. All work shall be performed in accordance with all Local, State Federal regulations.

II. Building Overview

II. BUILDING OVERVIEW

In conducting this building inspection in compliance with all local, state and federal regulations, all suspected asbestos-containing building materials (ACBM) which were accessible to the inspector, were either sampled to confirm the actual presence of asbestos or assumed to contain asbestos. Where suspected ACBM could be examined or by review of an existing plan, if available, could be determined to exist, such materials were also tested or assumed, as appropriate.

Building areas between walls, under floors, under concrete slabs and above permanent ceilings, all of which could not be accessed, were not visually inspected nor were materials therein sampled as a part of this building inspection.

Due in fact that over 3,600 different building products are recognized as asbestos-containing building materials, it cannot be said that all such products, which may be included in the subject building, have or could be identified. Due in fact that asbestos is an ingredient within a product and can be unevenly distributed, Gaudet Associates, Inc. cannot accept responsibility for the sample results and only reports said results as received by the accredited laboratory.

III. Laboratory Results



EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-8063

<http://www.EMSL.com> / orlandolab@emsl.com

EMSL Order: 341918371

Customer ID: GAUD51

Customer PO:

Project ID:

Attention: Mike McGovern
Gaudet Associates, Inc
3021 Jupiter Park Circle Ste 101
Jupiter, FL 33458

Phone: (561) 662-1133

Fax: (561) 748-6085

Received Date: 11/21/2019 9:10 AM

Analysis Date: 11/22/2019

Collected Date: 11/19/2019

Project: 19-9168-1200 37th Street Vero Beach

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
9168-01 <small>341918371-0001</small>	Lobby - 2'x2' C.T.	Gray/White Fibrous Heterogeneous	30% Cellulose 40% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
9168-02 <small>341918371-0002</small>	Lobby - 2'x2' C.T.	Tan/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
9168-03 <small>341918371-0003</small>	Business Office - 2'x2' C.T. (Pinhole Rough)	Tan/White Fibrous Heterogeneous	30% Cellulose 40% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
9168-04 <small>341918371-0004</small>	East Hallway - 2'x2' C.T. (Pinhole Rough)	Tan/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
9168-05 <small>341918371-0005</small>	Above Ceiling - Duct Mastic (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-06-Floor Tile <small>341918371-0006</small>	Business Office - 12"x12" F.T. (Beige) W/Brown Mastic	Tan/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-06-Mastic <small>341918371-0006A</small>	Business Office - 12"x12" F.T. (Beige) W/Brown Mastic	Brown/Yellow Non-Fibrous Homogeneous	4% Cellulose	96% Non-fibrous (Other)	None Detected
9168-07-Floor Tile <small>341918371-0007</small>	East Hallway - 12"x12" F.T. (Beige) W/Brown Mastic	Tan/Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-07-Mastic <small>341918371-0007A</small>	East Hallway - 12"x12" F.T. (Beige) W/Brown Mastic	Brown Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (Other)	None Detected
9168-08-Ceramic Tile <small>341918371-0008</small>	Lobby - Ceramic Tile (Beige)	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-08-Grout <small>341918371-0008A</small>	Lobby - Ceramic Tile (Beige)	Beige Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
9168-09-Floor Tile <small>341918371-0009</small>	SE Storage Rm. - 12"x12" F.T. (Lt. Gray) W/Yellow Mastic	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-09-Mastic <small>341918371-0009A</small>	SE Storage Rm. - 12"x12" F.T. (Lt. Gray) W/Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-10-Floor Tile <small>341918371-0010</small>	Utility Rm. - 12"x12" F.T. (Lt. Gray) W/Yellow Mastic	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-10-Mastic <small>341918371-0010A</small>	Utility Rm. - 12"x12" F.T. (Lt. Gray) W/Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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EMSL Order: 341918371
Customer ID: GAUD51
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
9168-11-Floor Tile <i>341918371-0011</i>	North Hallway - 12"x12" F.T. (Gray) W/Yellow Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-11-Mastic <i>341918371-0011A</i>	North Hallway - 12"x12" F.T. (Gray) W/Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-12-Linoleum <i>341918371-0012</i>	Operating Rm #4 - Linoleum (Orange)	Various/Orange Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-12-Mastic <i>341918371-0012A</i>	Operating Rm #4 - Linoleum (Orange)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-12-Leveler <i>341918371-0012B</i>	Operating Rm #4 - Linoleum (Orange)	Gray Non-Fibrous Homogeneous		15% Quartz 15% Ca Carbonate 70% Non-fibrous (Other)	None Detected
9168-13-Linoleum <i>341918371-0013</i>	Operating Rm #1 - Linoleum (Orange)	Orange Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-13-Mastic <i>341918371-0013A</i>	Operating Rm #1 - Linoleum (Orange)	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-13-Leveler <i>341918371-0013B</i>	Operating Rm #1 - Linoleum (Orange)	Gray Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
9168-14-Floor Tile <i>341918371-0014</i>	Work Room - Linoleum (Gray)	Gray/White Fibrous Heterogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
9168-14-Mastic <i>341918371-0014A</i>	Work Room - Linoleum (Gray)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-14-Leveler <i>341918371-0014B</i>	Work Room - Linoleum (Gray)	Gray Non-Fibrous Homogeneous		15% Quartz 15% Ca Carbonate 70% Non-fibrous (Other)	None Detected
9168-15 <i>341918371-0015</i>	Pre-Admissions Rm - Linoleum (Gray)	Gray/White Fibrous Heterogeneous	20% Cellulose 2% Glass	78% Non-fibrous (Other)	None Detected
9168-16 <i>341918371-0016</i>	Break Room - 2'x2' C.T.(Wavy)	Tan/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
9168-17 <i>341918371-0017</i>	Holding Area - 2'x2' C.T.(Wavy)	Tan/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
9168-18-Baseboard <i>341918371-0018</i>	Lobby - Vinyl Baseboard (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-18-Mastic <i>341918371-0018A</i>	Lobby - Vinyl Baseboard (Gray)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-19-Baseboard <i>341918371-0019</i>	N. Hallway - Vinyl Baseboard (Gray)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-19-Mastic <i>341918371-0019A</i>	N. Hallway - Vinyl Baseboard (Gray)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9168-20 <i>341918371-0020</i>	N. Hallway - 2'x2' C.T.	Tan/White Fibrous Heterogeneous	30% Cellulose 40% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
9168-21 341918371-0021	N. Hallway - 2'x2' C.T.	Tan/White Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
9168-22 341918371-0022	Pre Admissions Rm. - Sink Undercoat (Gray)	Gray Non-Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (Other)	None Detected
9168-23 341918371-0023	Solid Waster Rm. - Sink Undercoat (Gray)	Gray Non-Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
9168-24-Drywall 341918371-0024	Lobby - Drywall System	White/Gold Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 4% Mica 21% Non-fibrous (Other)	None Detected
9168-24-Joint Compound 341918371-0024A	Lobby - Drywall System	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
9168-25-Drywall 341918371-0025	Janitor Closet - Drywall System	White/Gold Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 4% Mica 21% Non-fibrous (Other)	None Detected
9168-25-Joint Compound 341918371-0025A	Janitor Closet - Drywall System	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
9168-26-Drywall 341918371-0026	Operating Rm #3 - Drywall System	White/Gold Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 4% Mica 21% Non-fibrous (Other)	None Detected
9168-26-Joint Compound 341918371-0026A	Operating Rm #3 - Drywall System	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
9168-27-Drywall 341918371-0027	NW Room - Drywall System	Tan/White Fibrous Heterogeneous	10% Cellulose <1% Glass	65% Gypsum 4% Mica 21% Non-fibrous (Other)	None Detected
9168-27-Joint Compound 341918371-0027A	NW Room - Drywall System	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
9168-28 341918371-0028	SE Storage Rm. - Fire Door Insulation	Gray/Tan/Various Fibrous Heterogeneous	6% Cellulose	15% Ca Carbonate 4% Mica 75% Non-fibrous (Other)	None Detected
9168-29 341918371-0029	Medical Gasses Rm - Fire Door Insulation	Gray/Tan Fibrous Homogeneous	6% Cellulose	15% Ca Carbonate 4% Mica 75% Non-fibrous (Other)	None Detected
9168-30-Membrane 341918371-0030	Roof - Roofing Material	White/Black Fibrous Homogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
9168-30-Insulation 341918371-0030A	Roof - Roofing Material	Tan/White Fibrous Homogeneous	35% Cellulose	65% Non-fibrous (Other)	None Detected
9168-31 341918371-0031	Eastside - Exterior Brick	Red/Various Non-Fibrous Homogeneous		5% Quartz 95% Non-fibrous (Other)	None Detected
9168-32 341918371-0032	Southside - Exterior Brick	Red Non-Fibrous Homogeneous		10% Quartz 90% Non-fibrous (Other)	None Detected
9168-33 341918371-0033	Eastside - Concrete Slab	Gray/Tan Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
9168-34 <i>341918371-0034</i>	Main Entrance - Concrete Slab	Gray Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
9168-35 <i>341918371-0035</i>	Curb - Concrete Exterior	Gray/Tan Non-Fibrous Homogeneous		30% Quartz 15% Ca Carbonate 55% Non-fibrous (Other)	None Detected
9168-36 <i>341918371-0036</i>	Drive/Parking Lot - Asphalt	Gray/VariouS/Black Non-Fibrous Homogeneous	3% Synthetic	20% Quartz 15% Ca Carbonate 62% Non-fibrous (Other)	None Detected

Analyst(s)
 Bryan Lopez-Duenas (19)
 Nashira McCall (36)


 Carlos Rivadeneyra, Laboratory Director
 or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method"), but augmented with procedures outlined in the 1993 ("final") version of the method. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. All samples received in acceptable condition unless otherwise noted. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. EMSL recommends gravimetric reduction for all non-friable organically bound materials prior to analysis. Estimation of uncertainty is available on request.
 Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

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IV. Bulk Sample Log

GAUDET Associates, Inc.
Consulting Engineers

FIELD BULK SAMPLE LOG

DATE: November 19, 2019

SPECIALIST: Michael McGovern

CLIENT: Indian River County Public Works

FACILITY: 1200 37th Street
Vero Beach

PROJECT NUMBER: 19-9168

Page 1 of 3

SAMPLE #	TYPE OF MATERIAL	FRIABLE		LOCATION	RESULTS
		YES	NO		
9168-01	2' x 2' Ceiling Tile	X		Lobby	NAD
9168-02	2' x 2' Ceiling Tile	X		Lobby	NAD
9168-03	2' x 2' Ceiling Tile (Pinhole Rough)	X		Business Office	NAD
9168-04	2' x 2' Ceiling Tile (Pinhole Rough)	X		East Hallway	NAD
9168-05	Duct Mastic (gray)		X	Above Ceiling	NAD
9168-06	12" x 12" Floor Tile (beige) w/Brown Mastic		X	Business Office	NAD
9168-07	12" x 12" Floor Tile (beige) w/Brown Mastic		X	East Hallway	NAD
9168-08	Ceramic Tile (beige)		X	Lobby	NAD
9168-09	12" x 12" Floor Tile (Light Gray) w/Yellow Mastic		X	SE Storage Room	NAD
9168-10	12" x 12" Floor Tile (Light Gray) w/Yellow Mastic		X	Utility Room	NAD
9168-11	12" x 12" Floor Tile (Gray) w/Yellow Mastic		X	North Hallway	NAD
9168-12	Linoleum (orange)	X		Operating Room #4	NAD
9168-13	Linoleum (orange)	X		Operating Room #1	NAD
9168-14	Linoleum (gray)	X		Work Room	NAD
9168-15	Linoleum (gray)	X		Pre-Admissions Room	NAD

Notes:

- ACBM – Asbestos containing building material
- A – Amosite asbestos
- C – Chrysotile asbestos
- NA – Sample collected but not analyzed
- NAD – No Asbestos Detected
- * – Point Count Method

GAUDET Associates, Inc.
Consulting Engineers

FIELD BULK SAMPLE LOG

DATE: November 19, 2019

SPECIALIST: Michael McGovern

CLIENT: Indian River County Public Works

FACILITY: 1200 37th Street
Vero Beach

PROJECT NUMBER: 19-9168

Page 2 of 3

SAMPLE #	TYPE OF MATERIAL	FRIABLE		LOCATION	RESULTS
		YES	NO		
9168-16	2' x 2' Ceiling Tile	X		Break Room	NAD
9168-17	2' x 2' Ceiling Tile	X		Holding Area	NAD
9168-18	Vinyl Baseboard (gray)		X	Lobby	NAD
9168-19	Vinyl Baseboard (gray)		X	North Hallway	NAD
9168-20	2' x 2' Ceiling Tile	X		North Hallway	NAD
9168-21	2' x 2' Ceiling Tile	X		North Hallway	NAD
9168-22	Sink Undercoat (gray)		X	Pre-Admissions Room	NAD
9168-23	Sink Undercoat (gray)		X	Soiled Waste Room	NAD
9168-24	Drywall System		X	Lobby	NAD
9168-25	Drywall System		X	Janitor Closet	NAD
9168-26	Drywall System		X	Operating Room #3	NAD
9168-27	Drywall System		X	NW Room	NAD
9168-28	Fire Door Insulation	X		SE Storage Room	NAD
9168-29	Fire Door Insulation	X		Medical Gasses Room	NAD
9168-30	Roofing Material		X	Roof	NAD

Notes:

- ACBM – Asbestos containing building material
- A – Amosite asbestos
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- NA – Sample collected but not analyzed
- NAD – No Asbestos Detected
- * – Point Count Method

GAUDET Associates, Inc.
Consulting Engineers

FIELD BULK SAMPLE LOG

DATE: November 19, 2019

SPECIALIST: Michael McGovern

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Vero Beach

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Page 3 of 3

SAMPLE #	TYPE OF MATERIAL	FRIABLE		LOCATION	RESULTS
		YES	NO		
9168-31	Exterior Brick		X	East Side	NAD
9168-32	Exterior Brick		X	South Side	NAD
9168-33	Concrete Slab		X	East Side	NAD
9168-34	Concrete Slab		X	Main Entrance	NAD
9168-35	Exterior Concrete		X	Curb	NAD
9168-36	Asphalt		X	Drive/Parking Lot	NAD

Notes: ACBM – Asbestos containing building material
A – Amosite asbestos
C – Chrysotile asbestos
NA – Sample collected but not analyzed
NAD – No Asbestos Detected
* – Point Count Method

V. Asbestos Business License

Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

GAUDET ASSOCIATES, INC.

JOSEPH E. GAUDET
3021 JUPITER PARK CIRCLE
SUITE 101
JUPITER FL 33458

LICENSE NUMBER: ZA0000011

EXPIRATION DATE: NOVEMBER 30, 2021

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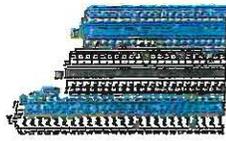
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CERTIFICATE OF TRAINING

MIKE MCGOVERN

HAS SUCCESSFULLY COMPLETED THE FOLLOWING COURSE
FOR ASBESTOS ACCREDITATION UNDER TSCA TITLE II

**SURVEY & MECHANICAL SYSTEMS
(INSPECTOR) REFRESHER COURSE**



Gaudet Associates, Inc.

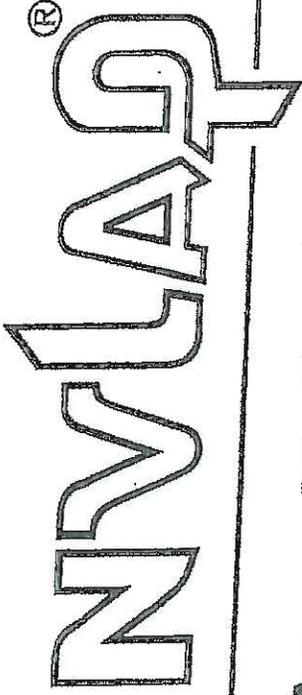
Construction & Environmental Services

Conducted by:
GAUDET Associates, Inc.
Training Division
3021 Jupiter Park Circle, Suite 101
Jupiter, FL 33458
Phone: (561) 748-3040

COURSE DATE: APRIL 15, 2019 EXPIRES: APRIL 15, 2020
PROVIDER NUMBER: 0001217 CERTIFICATION NUMBER: SM-19-523
COURSE NUMBER: 0002821 COURSE INSTRUCTOR:

V1. Laboratory Accreditation

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200204-0

EMSL Analytical, Inc.
N. Miami Beach, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2019-04-01 through 2020-03-31

Effective Dates

A handwritten signature in black ink, appearing to read "Peter S. Lamm".

For the National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

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ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 200204-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

A handwritten signature in black ink, appearing to read "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program