



**Indian River County Purchasing Division**

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

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## Invitation to Bid

Project Name: Information Technology Security Upgrades  
(IRC-2206)  
Bid #: 2023052  
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: **Thursday, July 27<sup>th</sup>, 2023, 2PM in Public  
Works Conference Room A1-303**

**Bid Opening Date: Wednesday, August 9, 2023**  
**Bid Opening Time: 2:00 P.M.**

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

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

**Refer All Questions to:**  
Email: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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**ADVERTISEMENT FOR BID**

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

**Bid # 2023052**

Information Technology Security Upgrades (IRC-2206)

Detailed specifications are available at: [www.demandstar.com](http://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 August 9, 2023**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27<sup>th</sup> 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 conference will be held, Thursday, July 27, 2023 at 2:00 PM in the first-floor Public Works conference room A1-303** of the Indian River County Administration Building located at 1801 27<sup>th</sup> Street, Vero Beach, Florida, 32960.

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

Bidders must submit evidence of active registration, or registration submitted entity status in the SAM.gov database.

The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

**PURCHASING MANAGER**  
INDIAN RIVER COUNTY

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**Publish: For Publication in the Indian River Press Journal**

**Date: Sunday, July 16, 2023**

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

**Indian River County**  
Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

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## Instructions to Bidders

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### Definitions

Bidder – Individual or entity submitting a bid to Owner.

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

Owner – Indian River County

### General Terms and Conditions

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

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

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

#### **Insurance:**

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

than shown below. The owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

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

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

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

**Permits, Impact and Inspection Fees.** In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. The anticipated cost of the permit fees due to the Building Division is provided as a fixed line item on the bid form, specifically noted in the scope of work, or attached as an appendix to the invitation to bid. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Contractor. **COUNTY ENGINEERING HAS OBTAINED THE PERMIT, THERE ARE NO ASSOCIATED COSTS.**

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

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

**Bid Submission:** All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by the County, and the bid forms shall not be recreated or modified. ***Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten, recreated, or modified bid forms.*** All blanks on the bid form should be completed with a unit bid price, or the phrase "No Bid" or the phrase "Not Applicable" entered on each section, bid item, and

alternative. Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

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

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

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

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

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

**Bid Security and Public Construction Bond:** Bid security must accompany each Bid over \$35,000, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security for bids over \$35,000 must be in the sum of not less than five percent (5%) of the total amount of the bid, made payable to "Indian River County Board of County Commissioners." Electronically signed bid bonds will be acceptable.

In the event the Contract is awarded to the Bidder, Bidder will enter into a Contract with the County and furnish the required 100% Public Construction Bond and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction Bond will be required. Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

**Irrevocable Offer:** Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the County. The Board of County Commissioners shall deem the offer accepted upon approval.

**Withdrawal of Bids:** A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 48 business hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid

security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

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

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

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

**Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**Unbalanced Bids:** The County will reject any bid that is unbalanced, if it is in the best interest of the County to do so. A bid will be considered unbalanced when, in the opinion of the Purchasing Manager, the bid allocates a disproportionate share of costs to the price of one or more bid items in order to reduce the costs to the price of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the County.

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

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

**Bid Protest:** Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing

Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

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

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

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

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

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

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

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid,

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

***Suspension and Debarment:*** County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

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

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

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



have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

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

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

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

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

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

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

**DHS Seal:** If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

**Indemnification:** CONTRACTOR shall 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 its employees, agents, subcontractors, or other persons or entities performing work under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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End of General Terms and Conditions

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## Technical Specifications

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### Scope

Interior alteration to the Clerk of Courts I.T. office located on the second floor of County Administration building "A". Alterations consist of adding a wall and door at the south end and north end of the east corridor and installation of swipe card access.

**The Architect has provided a Project Manual/Technical Specifications for the project.  
Please see Appendix "A"**

### PROJECT REQUIREMENTS

The following agencies have permitting jurisdiction over the project site:

Indian River County: **Building PERMIT No. 2022090186**

Bidder must possess the following licenses and registrations at the time of bid:

Registered or State of Florida: Building Contractor

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End of Technical Specifications

# ITEMIZED BID SCHEDULE

**PROJECT NAME: INFORMATION TECHNOLOGY SECURITY UPGRADES**

**PROJECT NO. IRC-2206    BID NO. 2023052**

**BIDDER'S Name:**

| Item No.  | Description  | Unit | Quantity | Unit Price | Amount             |
|---|--|------|----------|------------|--------------------|
| DIVISION 1  | GENERAL REQUIREMENTS/MOBILIZATION - FOR CONTRACTS OF 120 CONTRACT DAYS OR LESS, PARTIAL PAYMENT WILL BE MADE AT 50% OF THE BID PRICE FOR THE FIRST TWO MONTHS. | LS   | 1.0      |            |                    |
| DIVISION 2  | INTERIOR DEMOLITION AND TEMPORARY PROTECTION   | LS   | 1.0      |            |                    |
| DIVISION 5  | METALS   | LS   | 1.0      |            |                    |
| DIVISION 8  | DOORS, WINDOWS, AND GLASS  | LS   | 1.0      |            |                    |
| DIVISION 9  | FINISHES   | LS   | 1.0      |            |                    |
| DIVISION 10   | SPECIALTIES  | LS   | 1.0      |            |                    |
| <b>SUB-TOTAL =</b>  |  |      |          |            |                    |
| 999-25A   | <b>FORCE ACCOUNT =</b>   |      |          |            | <b>\$10,000.00</b> |
| <b>TOTAL PROJECT BID AMOUNT (INCLUDING FORCE ACCOUNT) =</b> |  |      |          |            |                    |

LS=Lump Sum

**NOTE: IF THERE IS A DISCREPANCY BETWEEN THE PLANS (SUMMARY OF PAY ITEMS) AND THE ITEMIZED BID SCHEDULE, THE BID SCHEDULE WILL BE UTILIZED FOR BIDDING PURPOSES.**

**TOTAL PROJECT BID AMOUNT IN WORDS**

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**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)

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## Qualifications Questionnaire

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

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

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

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

4. Subcontractors:

| Type of Work | Subcontractor Name | License Number |
|--------------|--------------------|----------------|
|              |                    |                |
|              |                    |                |
|              |                    |                |
|              |                    |                |
|              |                    |                |
|              |                    |                |
|              |                    |                |
|              |                    |                |

5. Date Registered with e-Verify.gov: \_\_\_\_\_

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

| Year filed | Case number | Venue | Description |
|------------|-------------|-------|-------------|
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |
|            |             |       |             |

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



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## DRUG-FREE WORKPLACE CERTIFICATION

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(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: \_\_\_\_\_

**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. 2023052  
for Information Technology Security Upgrades

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:

\_\_\_\_\_ and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

and my relationship to the entity named above is \_\_\_\_\_

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

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

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

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

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(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: \_\_\_\_\_

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**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

\_\_\_\_\_  
 Signature of Contractor's Authorized Official

\_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
 Date

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## Warranty Information Form

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(All Blanks must be filled in and Submitted with your Bid)

Indian River County Bid # 2023052 for Information Technology Security Upgrades

Make and Model of Proposed Equipment: \_\_\_\_\_

Is there a warranty on the proposed equipment? Yes  No

Does the warranty apply to all components or only part? *(Please specify)* \_\_\_\_\_

Warranty period for parts: \_\_\_\_\_

Warranty period for service: \_\_\_\_\_

Nearest source to Indian River County for parts and service: \_\_\_\_\_

Who will provide service and where in the event of failure within warranty period?

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Contact person: \_\_\_\_\_

Will any voluntary service follow installation or delivery? Yes  No

If so, by whom? \_\_\_\_\_ When? \_\_\_\_\_

Who is the highest authority (manufacturer, distributor, dealer, etc...) fully behind this warranty?

A copy of the complete warranty statement is submitted herewith: Yes  No

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## Sample Agreement

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**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:

Interior alteration to the Clerk of Courts office located on the second floor of County Administration building "A". Alterations consist of adding a wall and door at the south end and north end of the east corridor and installation of swipe card access.

### **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: **Information Technology Security Upgrades (IRC-2206)**

Bid Number: **2023052**

Project Address: **1801 27<sup>th</sup> 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 **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 **\$980.00<sup>1</sup>** 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.

<sup>1</sup>Reference for liquidated damages amount “Standard Specifications for Road & Bridge Construction, Florida Department of Transportation (FDOT) FY 2023-24, Section 8-10.2 for projects over \$50,000 but less than \$250,000. THE ACTUAL LIQUIDATED DAMAGES AMOUNT WILL BE BASED ON THE CONTRACT AMOUNT AWARD AMOUNT AND WILL BE DETERMINED USING THE REFERENCED FDOT CRITERIA.

**ARTICLE 4 - CONTRACT PRICE**

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

- A. For all Work, at the prices stated in CONTRACTOR’s Bid, attached hereto as Exhibit 1.
- B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount: \$ \_\_\_\_\_

Written Amount: \_\_\_\_\_

\_\_\_\_\_

**ARTICLE 5 - PAYMENT PROCEDURES**

5.01 *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 five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

5.02 *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.

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

5.04 *Acceptance of Final Payment as Release.*



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

#### **ARTICLE 6 - INDEMNIFICATION**

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

#### **ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

- 7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
  - E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

### 8.01 *Contents*

#### A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Notice to Proceed;
- (3) Public Construction Bond;
- (4) Certificate(s) of Liability Insurance;
- (5) Invitation to Bid 2023052;
- (6) Addenda (numbers to , inclusive);
- (7) CONTRACTOR'S Bid Form;
- (8) Bid Bond;
- (9) Qualifications Questionnaire;
- (10) Drug Free Workplace Form;
- (11) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (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](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> 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 – FEDERAL CLAUSES**

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

A. **Equal Employment Opportunity.** During the performance of this contract, the contractor agrees as follows: “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that

if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).**

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the OWNER may, after

written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Emergency Management Agency (FEMA) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to FEMA if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to FEMA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency

recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**C. Compliance with the Copeland "Anti-Kickback" Act**

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**E. Further Compliance with the Contract Work Hours and Safety Standards Act**

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**F. Rights to Inventions Made Under a Contract or Agreement.** [See Appendix II of Part 200, if needed.]

**G. Clean Air Act and Federal Water Pollution Control Act:**

(1) Clean Air Act.

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

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

(b) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**H. Suspension and Debarment**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that

may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**I. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**J. Procurement of Recycled/Recovered Materials:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—  
 (i) Competitively within a timeframe providing for compliance with the contract performance schedule;  
 (ii) Meeting contract performance requirements; or  
 (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**K. Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **L. Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. **Affirmative Steps:** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

N. **License and Delivery of Works Subject to Copyright and Data Rights: [Copyrightable subject matter]**

The Contractor grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Owner or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Owner data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Owner.

**Article 11: 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: [Required for any Federal Award over \$10,000] OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.

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

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

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

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



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

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

**OWNER:**

**CONTRACTOR:**

INDIAN RIVER COUNTY \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph H. Earman, Chairman

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ryan L. Butler, Clerk of Court and Comptroller

License No. \_\_\_\_\_  
(Where applicable)

Attest: \_\_\_\_\_  
Deputy Clerk

(SEAL)

Agent for service of process: \_\_\_\_\_

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.)

**NOTICE TO PROCEED**

Dated

TO:

\_\_\_\_\_

(BIDDER)

ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

Contract For: **I.T. SECURITY UPGRADES**

Project No: **IRC-2206**

IRC Bid No. **2023052**

\_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_, **2023**. By that date, you are to start performing your obligations under the Contract Documents. The contract has allocated **60** calendar days for Final Completion. In accordance with Article 3 of the Agreement the date of date of readiness for final payment is \_\_\_\_\_, **2023**.

CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required and such insurance has been delivered to the OWNER and approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective Work* in accordance with Article 11.

\_\_\_\_\_ **INDIAN RIVER COUNTY**  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

Title: Assistant Public Works Director

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## **PUBLIC CONSTRUCTION BOND**

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### 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)

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**APPENDIX A – PROJECT MANUAL/TECHNICAL SPECIFICATIONS**

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**Project:**

**IRC – 2206**  
**I.T. SECURITY UPGRADES**

**Located at:**

**1801 27<sup>th</sup> Street**  
**Vero Beach, FL 32960**

**PROJECT MANUAL / TECHNICAL SPECIFICATIONS**

**Prepared By:**

**Edlund, Dritenbas, Binkley Architects & Associates, P.A.**  
**65 Royal Palm Pointe, Suite-D**  
**Vero Beach, Florida 32960**  
**AR #AAC000886**

**Architect's Commission Number**  
**#030622VB**

**OWNER:**

**Indian River County**  
**1801 27<sup>th</sup> Street**  
**Vero Beach, FL 32960**

**DATE: 24 August 2022**

# TABLE OF CONTENTS – I.T. SECURITY UPGRADES

## SECTION & DESCRIPTION

DIVISION 1, GENERAL REQUIREMENTS – BY OWNER

DIVISION 2, SITE WORK – NOT USED

DIVISION 3, CONCRETE – NOT USED

DIVISION 4, MASONRY – NOT USED

DIVISION 5, METALS

Section 05400 – Lightgauge Metal Framing

DIVISION 6, CARPENTRY – NOT USED

DIVISION 7, THERMAL & MOISTURE PROTECTION – NOT USED

DIVISION 8, DOORS, WINDOWS AND GLASS

Section 08100 – Hollow Metal Doors & Frames

Section 08200 – Wood Doors

DIVISION 9, FINISHES

Section 09250 – Gypsum Drywall

Section 09510 – Lay in Panel Ceilings

Section 09650 – Resilient Flooring and Base

Section 09680 – Carpeting: Commercial Application

Section 09900 – Painting

DIVISION 10, SPECIALTIES

Section 10260 – Corner Guards

DIVISION 11, EQUIPMENT – NOT USED

DIVISION 12, FURNISHINGS

DIVISION 13, SPECIAL CONSTRUCTION – NOT USED

DIVISION 14, CONVEYING SYSTEMS – NOT USED

DIVISION 15, MECHANICAL – NOT USED

DIVISION 16, ELECTRICAL – NOT USED



## SECTION 05400 - LIGHT GAGE METAL FRAMING

### **PART 1 - GENERAL**

#### 1.01 RELATED DOCUMENTS IN OTHER SECTIONS

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work specified in this section.

#### 1.02 DESCRIPTION OF WORK

Extent of lightgage metal framing (LtGMFrm) is shown on drawings.  
Types of lightgage metal framing units include the following: "C" shaped steel studs.

#### 1.03 QUALITY ASSURANCE

- A. Components Design: Compute structural properties of studs and joists in accordance with AICS "Specification for design of Cold-Formed Steel Structural Members".
- B. Fire-Rated Assemblies: Where framing units are components of assemblies indicated for a fire-resistance rating, including those required for compliance with governing regulations, provide units which have been approved by governing authorities having jurisdiction.
- C. Manufacturers offering products complying with requirements for lightgage metal framing components include the following:
  - Shaped load bearing studs, 1-5/8" flange:
  - Alabama Metal Industries
  - Marino Ware
  - Dietrick
  - Roll Form Products, Inc.
  - U.S. Steel Corp.
  - Wheeling Corrugating Co.

#### 1.04 SUBMITTALS

- A. Products data: Submit manufacturer's product information and installation instructions for each items of lightgage framing and accessories.
- B. Shop Drawing: Submit shop drawings for special components and installations not fully dimensioned or detailed in manufacturer's product data. Signed and sealed Shop Drawings required by a Florida Registered Structural Engineer. Include placing drawings for framing members showing size and gage designations, number, type, locations and spacing. Indicate supplemental strapping, bracing, splices, accessories, and details required for proper installation.

1.05 DELIVERY AND STORAGE

- A. Protect metal framing units from rusting and damage. Deliver to protect site in manufacturer's unopened containers or bundles, fully identified with name, brand, type and grade. Store off ground in a dry ventilated space or protect with suitable waterproof coverings.

**PART 2 - PRODUCTS**

2.01 METAL FRAMING

- A. System Components: With each type of metal framing required, provide manufacturer's standard steel runners, tracks, blocking, lintels, clip angles, shoes, reinforcements, fasteners and accessories recommended by manufacturer for applications indicated as needed to provide a complete metal framing system.

- B. Materials and Finishes

For 16 gage and heavier units, fabricate metal framing components of structural quality steel sheet with a minimum yield point of 40,000 psi; ASTM A 446, A 570, or A 611.

For 18 gage and lighter units, fabricate metal framing components of commercial quality steel sheet with a minimum yield point of 33,000 psi; ASTM A 466, A 570, Or A 611. Provide galvanized finish to metal framing components complying with ASTM A 525 for minimum G 60 coating at exterior wall panel studs. Provide prime coated finish with one coat of shop-applied red oxide, zinc-chromate, or other similar rust-inhibitive primer for interior studs. "C"-Shape Studs: Manufacturer's standard load-bearing steel studs of size shape, and as located on the drawings with 1-5/8" (1.625") flange and flange return to lip.

**GAGES AS DETERMINED BY THE FOLLOWING CHART:**

(Interior Framing: Limiting Heights - ST Style Studs. Stud gages apply for single and double layers of gypsum application on walls using L/360 allowable deflection) with no midspan wall blocking, cats, lateral bracing, or cold rolled channel bracing run through stud perforations. Allowable heights can be exceeded by 20% when continuous wall bracing or blocking is provided.

| <u>STUD WIDTH</u><br><u>GA</u> | <u>STUD SPACING</u> | <u>MAX. HGT. 25 GA</u> | <u>MAX. HGT. 22 GA</u> | <u>MAX. HGT. 20</u> |
|--------------------------------|---------------------|------------------------|------------------------|---------------------|
| 3-5/8"                         | 16" o/c             | 10'-0"                 | 12'-0"                 | 14'-0"              |
| 3-5/8"                         | 24" o/c             | 8'-0"                  | 10'-0"                 | 12'-0"              |
| 6"                             | 16" o/c             | 15'-0"                 | 17'-0"                 | 19'-0"              |
| 6"                             | 24" o/c             | 13'-0"                 | 15'-0"                 | 17'-0"              |

2.02 FABRICATION

- A. General: Framing components may be prefabricated into panels prior to erection. Fabricate panels plumb, square, true to line and braced against racking with joints welded. Perform lifting of prefabricated panels in a manner to prevent damage or

- distortion. Stud panels to be rechecked for plumbness after installation.
- B. Fastenings: Attach similar components by welding. Attach dissimilar components by welding, bolting, or screw fasteners, as standard with manufacturer.

## **PART 3 - EXECUTION**

### 3.01 INSPECTION AND PREPARATION

Pre-Installation Conference: Prior to start of installation of metal framing systems, meet at project site with installers of other work including metal panels, door and window frames and mechanical and electrical work. Review areas of potential interference and conflict, and coordinate layout and support provisions for interfacing work.

### 3.02 INSTALLATION

- A. Manufacturer's Instructions: Install metal framing systems in accordance with manufacturer's printed or written instructions and recommendation, and Engineered Shop Drawings, unless otherwise indicated.
- B. Runner Tracks: Install continuous tracks sized to match studs. Align tracks accurately to layout at base and tops of studs. Secure tracks as recommended by stud manufacturer for type of construction involved, except do not exceed 24" o.c. spacing for nail or power-driven fasteners, nor 16" o.c. for other types of attachment. Spacing of studs at metal wall panels to be as per panel manufacturers request. Provide fasteners at corners and ends of tracks.
- C. Set studs plumb, except as needed for diagonal bracing or required for non-plumb walls or warped surfaces and similar requirements.
- D. Where stud system abuts structural columns or walls, including masonry walls, anchor ends of stiffeners to supporting structure.
- E. Install supplementary framing, wood blocking and bracing at metal framing system wherever walls or partitions are indicated to support fixtures, equipment, services, casework, heavy trim and furnishing, wall mounted door stops, bathroom grab bars and similar work requiring attachment to the wall or partition. Where type of supplementary support is not otherwise indicated, comply with stud manufacturer's recommendations and industry standards in each case, considering weight or loading resulting from item supported.
- F. Installation of Wall Stud System: Secure studs to top and bottom runner tracks by either welding or screw fastening at both inside and outside flanges.
- G. Frame wall openings larger than 2'-0" square with double stud at each jamb of frame except where more than 2 are either shown or indicated in manufacturer's instructions. Install runner tracks and jack studs above and below wall openings.

Anchor tracks to jamb studs with stud shoes or by welding, and space jack studs same as full height studs of wall. Secure stud system wall opening frame in manner indicated.

**\*\*\*END OF SECTION\*\*\***

## **SECTION 08100 - HOLLOW METAL DOOR AND FRAMES**

### **PART 1 - GENERAL**

#### **1.01 RELATED WORK SPECIFIED ELSEWHERE**

- |                    |               |
|--------------------|---------------|
| A. Wood Doors      | Section 08200 |
| B. Finish Hardware | Section 08700 |
| C. Painting        | Section 09900 |

#### **1.02 QUALITY CRITERIA**

Hollow Metal Work shall be manufactured by one of the following or equal:

- A. Ceco Corporation
- B. Steelcraft
- C. Firedoor Corporation of Florida
- D. Quality Engineered Products Co., Inc., Tampa, FL
- E. Republic Steel Doors & Frames, Pembroke Park, FL
- F. Amweld Building Products, Inc.
- G. Curries

#### **1.03 SUBMITTALS: SHOP DRAWINGS**

- A. Submit shop drawings in accordance with Contract Conditions, covering each type of door and frame, frame conditions, and complete anchorage details, supplemented by suitable schedules covering doors and frames.
- B. Show glass and louver opening sizes and locations in doors.

#### **1.04 DELIVERY, STORAGE AND HANDLING**

- A. Delivery:  
Deliver products to the job site in their original unopened containers or wrappings clearly labeled with the manufacturer's name and brand designation, door schedule number, referenced specification number, type, class and rating as applicable.
- B. Storage:  
Store products in an approved dry area; protected from contact with soil and from exposure to the elements. Keep products dry at all times.
- C. Handling:  
Handle products in a manner that will prevent breakage and damage to products.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

#### A. Frames (Door)

1. Exterior: 16 gauge A-60 galv. coated, bonderized sheet steel.  
Exterior: 14 gauge A-60 galv. coated bonderized sheet steel, over 6'-0" in width. **NOTE: Provide 3/4" back bents on all frames mounted to brick veneers or prefinished split-faced masonry products in lieu of the standard 1/2".**
2. Interior: 16 gauge A-60 galv. coated bonderized sheet steel.  
Interior: over 4'-0" in width, 14 gauge. **NOTE: Provide 3/4" back bents on all frames mounted to brick veneers or prefinished split-faced masonry products in lieu of the standard 1/2".**

#### B. Hardware Reinforcement (Frames) - Steel

1. Hinges: 7 gauge by 1-1/2" or 1-5/8" x 10"
2. Closers and holders: 12 gauge by 16"
3. Strikes:  
1-1/4" x 4-7/8" ANSI 16 gauge  
1-1/8" x 2-3/4" strike reinf. 16 gauge  
1-1/8" x 3-1/2" deadlock strike 12 gauge  
1-1/8" x 2-3/4" strike reinf. No lip 16 gauge

#### C. Frames (Window)

1. Exterior: 14 gauge A-60 galv. coated, bonderized sheet steel
2. Interior: 16 gauge A-60 galv. coated, bonderized sheet steel

#### D. Doors

1. Exterior:  
Face sheets 16 gauge A-60 galv. coated bonderized sheet steel. SDI 100 Grade III, Model 2, full flush, hollow metal, seamless construction. Closed top and bottom edges flush with face sheets. Extra heavy duty.
2. Interior:  
Face sheets 16 gauge A-60 galv. coated bonderized sheet steel. SDI 100 Grade III, Model 3, full flush, hollow metal, seamless construction. Closed top and bottom edged flush with face sheets.
3. Internal Stiffeners:  
Currie 707 with polystyrene core or approved equal.
4. Sound Deadening:  
Type standard with the manufacturer.

5. Hardware Reinforcement - Steel:
  - a. Hinges: 7 ga. x 1-1/2" or 1-5/8" x 10"
  - b. Closers and Holders: 12 ga. x 1-3/4" x 10"
  - c. Locks: 7 ga. x 1-1/4" x 3"
  - d. Push/pull plates: 16 ga. x 14" x 14"
  - e. Panic bars: 3" x 8" and 4" x 24" (24 ga.)
  - f. Glazing and louver beads: 18 ga.
  - g. Coordinator Reinf.: 12 ga. x 1-3/8" x 15-1/2"
6. Clips, Anchors, Bolts, Screws and Rivets:  
Steel, types standard with the manufacturer.
7. Metallic filler: FS TT-F-322
8. Shop Primer:  
Baked-on rust-inhibitive. ASTM - B117 Federal Specification TT-P-636
9. Field Painting: See Section 09900

## 2.02 FABRICATION

### A. Frames

1. Formed to profile as shown on drawings, constructed with square corners, and free of defects, warps or buckle.
2. Welded-type for concrete, masonry construction and metal stud construction.
3. Corners and connections welded with exposed welds ground flush and smooth.
4. Reinforcement:  
As per Section 2.01 B,(3) above.
5. Frames punched to receive rubber silencers, three each door on lock side and two at head of double doors.
6. Provide removable spreaders attached to bottom of door frames, to insure correct alignment during shipping and installation.
7. At angle type thresholds, notch frames and extend exterior portion down to lower floor level.
8. Provide sheet metal grout guards in frames at all lock bolts and tapped

hardware locations.

9. Do not fill frames with mortar unless specifically called out on the drawings.
10. Do not fill mullions, including removable mullions, with mortar unless specifically called out on the drawings.
11. Silencers shall be installed in frames after doors are installed and painting is completed.

#### B. Anchors

1. Provide 16-gauge angle shaped floor clips welded to jambs and punched for two 3/8" diameter bolts each.
2. Provide adjustable length clip angles as required.
3. Jamb Anchors
  - a. Frames set in masonry:  
For doors not more than 7 ft. High, provide not less than three 10" long adjustable 14 gauge corrugated galvanized masonry anchors for each jamb over 7 feet, not less than 4 for each jamb.
  - b. Frames set against previously placed masonry or concrete:  
For doors not more than 7 feet high, by approval of Owner's representative only punch each frame jamb and dimple countersink for not less than three 3/8" diameter flat head screws. For doors over 7 feet high, punch less than four 3/8" diameter flat head screws. Provide pipe sleeves with spacers welded into each jamb at each fastening location. Provide 3/8" diameter galvanized steel flat head screws with approved expansion anchors or toggles as required. After installing flat head screws fill head of countersink screw with body filler then sand flush with frame.
  - c. Frames set in metal stud partitions:  
Provide 16-gauge metal jamb anchor clips welded in each jamb at following locations:  
One at top, one 12" down from top and 24" o.c. for remainder of jamb frames.

#### C. Doors

1. Internal stiffeners spaced at not over 6" o.c.



2. Face sheets spot welded to internal stiffeners at not over 5" apart and in a manner that will prevent the welds from showing on the exposed side of face sheets.
3. Hardware reinforcement welded in place as required for hardware application. (See Section 2.02).
4. Sound deadening:  
Interior surfaces treated with a sound deadening material to eliminate metallic ring.
5. Provide 16 gauge pre-bonderized zinc coated steel perimeter channels. Bevel stile edges 1/8" in 2".
6. Spot-weld channels to face sheets 3" o.c.
7. Close tops of all exterior out swinging doors flush with steel channels. Close flush and seal watertight.
8. Grind welds off smooth and flush.
9. Fold edge construction not acceptable.
10. At angle type thresholds, extend height of door by one inch over height indicated in Door Schedule.

#### D. Doors With Glass Panels

1. Openings formed so that no bead is required on outside face of doors.
2. Bead provided on both faces of doors and secured with oval head countersink screws on the inside face.

#### E. Doors with Louvers

1. Interior:  
Provide 18-gauge elector zinc coated bonderized sheet steel louver frames and inverted "Y" type louvers full thickness of door, welded into doors.
2. Provide special size and shape louvers as shown.
3. Louver Door Security Panels:  
Woven wire mesh. Furnish and install on all interior metal louver doors.

## F. Fire Door Assemblies

1. Fire door assemblies, including frames and hardware, shall meet fire test and rating requirements in accordance with the procedure of Underwriters Laboratories or Factory Mutual Laboratories. Provide appropriate labels on doors and frame.
2. Fabrication and assembly requirements necessary to obtain labels will take precedence over requirements shown or specified, except where requirements shown or specified exceed the sizes or gauges required for labeling.
3. Required ratings are as shown on drawings.

## G. Finish Hardware Coordination

Metal doors and frames shall be prepared at the factory for application of finish hardware at the job site. Templates are to be supplied by the finish hardware manufacturer to assure accurate preparation of doors and frames in accordance with the Hardware Schedule.

## H. Shop Painting by Manufacturer

1. Imperfections spot glazed with metallic filler and sand smooth.
2. Doors and frames shall be cleaned thoroughly in preparation to receive manufacturer's shop primer.
3. After cleaning and treating the frames, the manufacturer shall apply a coat of baked-on-rust-inhibiter primer prior to shipping.

## **PART 3 - EXECUTION**

### 3.01 INSTALLATION

#### A. General:

1. Install new doors and frames in locations shown on drawings. Thoroughly clean and prime prior to installation.
2. Install new window frames in locations shown on drawings. Thoroughly clean and prime prior to installation.
3. Prior to applying finish paint, areas where prime coat has been damaged shall have any rust removed, sanded smooth and touched up with same primer as applied at shop.

4. Finish paint doors and frames as indicated in Section 09900 PAINTING, in colors as called out on the Interior Design Plans or Painting Schedule.

B. Deliver the work, ready to set up and erect in place as rapidly as the general construction work permits. Set work in place in accordance with approved setting drawings, in plumb and level positions, strongly secured against displacement and with built-in anchors. In masonry construction, set frames in advance of masonry work.

C. Fastening:

Secure each frame floor clip to concrete floor with two 3/8" diameter cadmium plated bolts set in drilled tamp-ins or self-drilling concrete anchors. Install jamb anchors as called for in 2/02, B.3. NOTE: Do not fill any frames with mortar unless specifically called out on the plans.

D. Frames Installation Tolerances: Adjust standard steel door frames for squareness, alignment, twist, and plumb to the following tolerances:

1. Squareness: Plus or minus 1/16 inch, measured at door rabbet on a line 90 degrees from jamb and perpendicular to frame head.
2. Alignment: Plus or minus 1/16 inch, measured at jambs on a horizontal line parallel to plane of wall.
3. Twist: Plus or minus 1/16 inch, measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
4. Plumbness: Plus or minus 1/16 inch, measured at jambs at floor.

E. Standard Steel Doors Installation Tolerances: Fit hollow-metal doors accurately in frames, within clearances specified below:

Non-Fire Rated Standard Steel Doors

1. Jambs and Head: 1/8 inch plus or minus 1/16 inch.
2. Between edges of pairs of doors: 1/8 inch plus or minus 1/16 inch.
3. Between bottom of door and top of threshold: Maximum 3/8 inch.
4. Between bottom of door and top of finished floor (no threshold): Maximum 3/4 inch.

Fire-Rated Steel Doors

1. Install doors with clearances in accordance with NFPA 80.

F. Bracing:

Brace frame jambs and heads receiving poured concrete adequately to resist deflection: brace frames in masonry walls and partitions adequately so the walls and partitions may be erected against same.

- G. Install doors after masonry work and plastering have been completed and accurately fit and adjust doors to work properly. Application of finish hardware and door installation is specified in Division 8.

3.02 CLEAN-UP

- A. Upon completion of installation, clean surfaces of doors and frames by the procedure recommended by the Door Manufacturer.
- B. Clean up all rubbish and debris caused by this work and remove from the site. Leave areas surrounding openings in a broom-clean condition.

**\*\*\*END OF SECTION\*\*\***

## **SECTION 08200 - WOOD DOORS**

### **PART 1 - GENERAL**

#### 1.01 RELATED WORK SPECIFIED ELSEWHERE

- |                     |               |
|---------------------|---------------|
| A. Hollow Metal     | Section 08100 |
| B. Finish Hardware  | Section 08700 |
| C. Finish Carpentry | Section 06200 |
| D. Painting         | Section 09900 |

#### 1.02 QUALITY ASSURANCE

Products of the following manufacturers or equal are acceptable:

- A. Marshfield Door Systems, Inc. (Formerly Weyerhaeuser Company)
- B. Eggers Industries, Architectural Door Division
- C. Ipik Door Co., Inc.
- D. VT Industries, Inc., Holstein, Iowa
- E. OSHKOSH door company

#### 1.03 SUBMITTALS

- A. Product Data: Submit shop drawings indicating location and size of each door, elevation of each kind of door, details of construction, location and extent of hardware blocking, fire ratings, and other pertinent data.
- B. Shop Drawings: Submit shop drawings indicating location and size of each door, elevation of each kind of door, details of construction, location and extent of hardware blocking, fire ratings, and other pertinent data.
- C. Specific Product Warranty: Submit written agreement on door manufacturer's standard form signed by Manufacturer, Installer and Contractor, agreeing to repair or replace defective doors which have warped (bow, cup or twist) or which show telegraphing of core construction below in face veneers, or do not conform to tolerance limitations of NWMA and AWI.

#### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect wood doors during transit, storage and handling to prevent damage, soiling and deterioration. Comply with the "On-Site Care" recommendations of NWMA pamphlet "Care and Finishing of Wood Doors" and with manufacturer's instructions, and as otherwise indicated.
- B. Package doors at factory prior to shipping using manufacturer's standard method.

## **PART 2 - PRODUCTS**

### **2.01 SOLID CORE DOORS (When called out on the Door Schedules)**

- A. 20 minute at interior locations and offices as indicated on plans. Provide 1-hour label at interior 1-hour rated fire partition assemblies and 1½ hour label at 2 hour rated fire partition assemblies as per the Life Safety Plans or Building Plans.
- B. Standard: Meet or exceed NWMA Industry Standard I.S. 1-78 Series and Architectural woodwork Institute Type SLC and FD.
- C. Veneer: paint grade, luan veneer, plain sliced, per door schedule.
- D. Edge Band: Per manufacturers procedures.
- E. Crossbands: Per manufacturers procedures.
- F. Core: Staved hardwood lumber blocks bonded under pressure with 100% glue coverage; mineral core at label doors.
- G. Glue: Type I (face assembly) and type II (core assembly).
- H. Glass Lights and Louvers: Cut to size as indicated on drawings. Provide wood stops for glass light panels. All glass lights shall be clear 1/4" tempered glass or clear 1/4" safety laminate glass.
- I. Guarantee: 10 Years, interior use only.

### **2.02 HOLLOW CORE DOORS (When called out on the door schedules)**

- A. Veneer: paint grade, luan veneer, plain sliced, per door schedule.
- B. Edge Band: Per manufacturers procedures.
- C. Crossbands: Per manufacturers procedures.
- D. Glue: Type I (face assembly)
- E. Guarantee: 10 Years, interior use only.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Verify that door frames are of type required and scheduled for the door and are installed as required for proper installation of doors.

## **PART 2 - PRODUCTS**

### **2.01 SOLID CORE DOORS (When called out on the Door Schedules)**

- A. 20 minute at interior locations and offices as indicated on plans. Provide 1-hour label at interior 1 hour rated fire partition assemblies and 1 ½ hour label at 2 hour rated fire partition assemblies as per the Life Safety Plans or Building Plans.
- B. Standard: Meet or exceed NWMA Industry Standard I.S. 1-78 Series and Architectural woodwork Institute Type SLC and FD.
- C. Veneer: stain grade, natural birch, plain sliced, per door schedule.
- D. Edge Band: Per manufacturers procedures.
- E. Crossbands: Per manufacturers procedures.
- F. Core: Staved hardwood lumber blocks bonded under pressure with 100% glue coverage; mineral core at label doors.
- G. Glue: Type I (face assembly) and type II (core assembly).
- H. Glass Lights and Louvers: Cut to size as indicated on drawings. Provide wood stops for glass light panels. All glass lights shall be clear 1/4" tempered glass or clear 1/4" safety laminate glass.
- I. Guarantee: 10 Years, interior use only.

### **2.02 HOLLOW CORE DOORS (When called out on the door schedules)**

- A. Veneer: stain grade, natural birch, plain sliced, per door schedule.
- B. Edge Band: Per manufacturers procedures.
- C. Crossbands: Per manufacturers procedures.
- D. Glue: Type I (face assembly)
- E. Guarantee: 10 Years, interior use only.

## **PART 3 - EXECUTION**

### **3.01 INSPECTION**

- A. Verify that door frames are of type required and scheduled for the door and are

installed as required for proper installation of doors.

B. Do not install doors in frames which would hinder operation of doors.

C. Do not remove labels from rated doors or cover with paint.

### 3.02 INSTALLATION

#### A. Fitting and machining:

1. Fit doors for width by planing; for height by sawing.

a. 1/2" from bottom (3/16 over threshold, saddle or carpet)

b. 1/8" maximum frame top and sides.

c. Bevel lock and hinge edges 1/8" to 1/2".

2. Machine doors for hardware.

3. Cut light and louver openings in door not exceeding maximum 40% of height and 5" from door edge.

4. Seal all job site cut surfaces with two coats of paint or polyurethane before final hanging.

B. Installation of Doors: Install in accordance with requirements of NWMA Standard Door Guarantee, and manufacturer's instructions.

C. Install fire rated doors in corresponding fire rated frames in accordance with requirements of NFPA No. 80.

D. Finishing: Door shall be field painted or polyurethane finished, per Interior Finish Schedule and in accordance with Section 09900, PAINTING.

### 3.03 ADJUST AND CLEAN

A. Replace or re-hang doors which are hinge bound and do not swing or operate freely.

B. Replace doors damaged during the construction period and those with visible glue spots.

C. Refinish or replace doors damaged during installation. No visible runs of paint or polyurethane will be accepted.

D. Replace doors that are warped and that pull away from door stops.

E. Adjust all pocket doors so that door faces do not rub jambs or frames, and the



doors hang plumb in the openings. All pocket doors shall utilize 5-1/2" frames and have steel frame stiffeners to prevent frame distortion.

**\*\*\*END OF SECTION\*\*\***

## SECTION 09250 - GYPSUM DRYWALL

### 1.01 GENERAL

- A. Gypsum Board Standard: ASTM C 840
- B. As manufactured in the United States by one of the following approved companies:
  - 1. United States Gypsum Co.
  - 2. National Gypsum Co.
  - 3. Georgia-Pacific Gypsum Co.

### 1.02 MATERIALS

- A. Drywall Materials: Exposed Gypsum Board ASTM C 36
  - 1. Long Edges: Standard taper
    - a. ½" Gypsum Drywall (Regular).
    - b. ½" Moisture-Resistant Gypsum Drywall.
    - c. 5/8" Gypsum Drywall (Regular).
    - d. 5/8" Moisture-Resistant Gypsum Drywall.
    - e. 5/8" Type-X Fire Resistant Gypsum Drywall.
    - f. 5/8" Vandal Resistant (High Impact) Gypsum Drywall.
- B. Trim Accessories: Provide manufacturer's standard metal trim accessories, of the beaded type with face flanges for concealment in joint compound except where semi-finishing or exposed type is indicated. See plans and details for specific locations and conditions.
- C. Provide corner beads at external corners. Install with nails or screws at minimum of 16" on center. No crimp bead will be accepted unless in combination with nails or screws. As an alternate use Ultratrim-Outside 90 as manufactured by No-Coat. [www.no-coat.com](http://www.no-coat.com) 1-888-662-6281
- D. Provide edge trim of the shape indicated where edge of gypsum board would otherwise be exposed or semi-exposed; L-type for abutment at edges, other U-type except special kerfed-type where kerf is provided in adjoining work. See plans and details for specific locations and conditions.
- E. Gypsum Board Fasteners: Self drilling, self-tapping, bugle head, screws.
- F. Joint tape: ASTM C 475, performed, Type II.
- G. Joint Compound: ASTM 475, Type I.
- H. Provide water-resistant type MR manufactured by United States Gypsum

Company for use with water-resistant backing board and cementitious substrate backing board.

### 1.03 DRYWALL INSTALLATION AND FINISHING

- A. Install gypsum boards in lengths and directions which will minimize number of end joints, and avoid end joints in central area of ceilings. Install walls and partitions with exposed gypsum boards vertical, with joints offset on opposite sides of partitions. Otherwise, install boards with edges perpendicular to supports, with end joints staggered over supports, except where recommended in a different arrangement by manufacturer. Install as per UL#U305 for 1-hour rating when utilizing rated panels or as specified on the Life Safety Plans.
- B. Form "Floating": Construction for gypsum boards at internal corners, except where special isolation or edge trim is indicated.
- C. Screw gypsum boards to supports.
- D. Drywall Finishing: Except as otherwise indicated, apply joint tape and joint compound at joints (both directions) between gypsum boards. Apply compound at accessory flanges, penetrations, fasteners heads and surface defects.
- E. Apply compound in three (3) coats (plus prefill of cracks where recommended by manufacturer); sand after last two (2) coats to achieve a Level 4 or Level 5 finish per U.S. Gypsum Corporation guidelines. Refer to the Room Finish Schedule for level of finish required for this project.
- F. Ceiling Finish as per Finish Schedule on the Construction Plans. Where a textured ceiling is called for on the drawings the drywall finisher shall provide a 24" X 24" sample board for approval by the Owner prior to applying any finished ceiling textures.
- G. The drywall installer shall notify the General Contractor of walls out of plumb in the vertical or horizontal direction, as well as the absence of proper wall, soffit, overhead deadwood blocking, pipe and wire plate protectors prior to installing drywall. Finished walls shall be no more than 3/16" out of dead straight within any (six) 6-foot direction. Walls not conforming to this standard shall be removed and replaced at the General Contractors expense.
- H. The drywall contractor shall remove all debris associated with his portion of the work and remove all dried finishing compound from the floors. All scrap drywall sections must be taken to a scrap yard by the subcontractor for recycling of the gypsum product.

**\*\*\*END OF THIS SECTION\*\*\***

**SECTION 09510 - LAY IN PANEL CEILINGS** (See schedule next page)

A. GENERAL

1. Acceptable Manufacturers:

- a. Grid System: Chicago Metallic Corporation  
Donn Corporation  
U.S. Gypsum Corp.  
W.J. Haertel Division; Leslie-Locke  
National Rolling Mills Company  
Armstrong Ceilings
- b. Lay-in-Panels: Celotex  
Armstrong  
Conwed  
U.S. Gypsum

2. Product delivery storage and handling: Store materials in protective packaging to prevent soiling or physical damage.

B. PRODUCTS

1. Lay-in Panels: **As per the attached schedule included in this specification section**, or an approved equal.

2. Grid Systems: With all components conforming to the requirements of ASTM C-635 in a low-sheen, baked-on white enamel finish or in a color and material to be selected by the Architect. See the plans for a complete description.

3. Perimeter Molding: Channel formed, of not less than 22-gauge steel, 1" horizontal exposed face with exposed edge hemmed; low sheen, baked-on white enamel finish or in a color to be selected by Architect.

4. Suspension System:

- a. Hangers: Annealed zinc-coated wire #12 gauge or heavier.
- b. Carrying Channels: 1-1/2" x 3/4 x #16 gauge for greater spans.

C. EXECUTION

1. Condition of Surfaces: Examine surfaces scheduled to receive suspended or directly attached lay in panels for unevenness, irregularities that would affect quality or execution of work. Install ceiling system in strict accordance with the manufacturers printed specifications.
2. Cleaning: Clean soiled units after installation.
3. Remove and replace damaged or improperly installed units.

**SCHEDULE OF SELECTED CEILINGS:**

| <b><u>Location</u></b> | <b><u>Type</u></b> | <b><u>Lay In Panel &amp; Grid</u></b>   |
|------------------------|--------------------|---|
| Shown on Sheet A-5     | I                  | ARMSTRONG 24" X 24" X 7/8" Cirrus Open Plan 583 Beveled Tegular, Class - A, w/ 9/16" silhouette bolt slot grid- <b>Match Existing</b> |
|                        |                    |   |
|                        |                    |   |

**\*\*\*END OF SECTION\*\*\***

## **SECTION 09650 - RESILIENT FLOORING AND BASE**

### **PART I - General**

#### **1.01 RELATED DOCUMENTS:**

The Bidding and Contract Documents, General Requirements and Addenda as may be issued prior to bidding, shall govern the work under this section.

#### **1.02 DESCRIPTION:**

- A. Provide resilient flooring, vinyl or rubber base, and related items and their installation. Refer to Finish Schedule for description of base being utilized.
- B. Related Work Specified Elsewhere:
  - 1. Section 09680 & 09681- Carpeting.

#### **1.03 QUALITY ASSURANCE:**

Acceptable Manufacturer - Select product of the following manufacturers or equal:

- B. Tarkett Floor Products
- C. Congoleum
- D. Mannington
- E. Armstrong: Azrock
- F. VPI Premium Wall Base
- G. Roppe Rubber Corporation: Wall Base
- H. Burke Mercer: Rubber or Vinyl Wall Base
- I. Johnsonite Wall base
- J. Marley: Flexco
- K. Armstrong: Vinyl or Rubber Base
- L. Allstate: Rubber Base and Flooring

#### **1.04 SUBMITTALS:**

- A. Literature: Submit manufacturers specifications and installation instructions for each type of material specified.
- B. Samples: Submit 12" X 12" samples of all materials specified in this Section for approval and color section.
- C. Maintenance Data: Furnish list of recommended maintenance products and recommended maintenance methods and procedures.

#### **1.05 PRODUCT HANDLING:**

Deliver and store on the site in original containers with seals unbroken and labels intact until time of use.

## **1.06 ENVIRONMENTAL REQUIREMENTS:**

Temperature of the rooms shall be 70 F. (21 C.) Minimum for 24 hours prior to installation, during installation, and for 48 hours after installation.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS:**

- A. Vinyl Composition Tile (VCT): Provide tile complying with FS-SS-T-312B, Type IV, Composition 1 (asbestos free). Colors as selected by Architect, 15% of which shall be feature tile and strips. Size of tile: 12" x 12" x 1/8".
- B. Inlaid Commercial Sheet Vinyl Flooring: Inlaid composite with compression-resistant vinyl chips on flexible backing, with an approved mildew protection throughout all layers. Static load limit of 125 p.s.i., Nominal thickness of 0.085 inch; Wear layer thickness 0.050 inch, roll width 6, 8, 9, or 10 feet, Pattern to be omnidirectional, color as selected by the Architect and approved by Owner. Meet Federal Specification SS-T-312B, Type III, Vinyl.
- C. Vinyl or Rubber Base: 4" high x 1/8" thick **roll stock only**, (see finish schedule for different locations and types of base).
- D. Low-Emitting Adhesive: Provide waterproof stabilized type as recommended by the flooring manufacturer and as outlined in its Technical Manual complying with Specifications Section 07900 Sealants and Adhesives.
- E. Concrete Slab Primer: Non-staining type as recommended by the flooring manufacturer.
- F. Wax: As recommended by the flooring manufacturer.
- G. Reducer Strips: Beveled edge, 1" wide, 1/8" thick tapered.
- H. Feature Strip: Provide where no threshold or saddle is scheduled between rooms, with flooring of same type and manufacturer, in a different color and width to match door jamb.

## **PART 3 - INSTALLATION**

### **3.01 PREPARATION OF SURFACE:**

- A. The contractor is to carefully examine substrate and conditions to which the VCT tile is to be applied. Any conditions detrimental to work under this Contract shall be reported to the General Contractor in writing. Failure in this respect shall constitute an acceptance of the base to which his work is to be applied and any further corrections to be made in his work will be done at this contractor's expense, insofar as his work is concerned. This Contractor will only be required to patch

minor holes or cracks, with suitable materials, before applying the resilient flooring.

- B. Do not commence work until other trades have completed their work.
- C. Fill all cracks, holes, etc. in concrete sub-floor with fillers as recommended by manufacturer of resilient flooring.

### 3.02 INSTALLATION:

- A. Apply primer, if recommended by the resilient material manufacturer, prior to application to adhesive.
- B. Resilient Flooring shall be installed in accordance with the manufacturer, prior to application of adhesive. Wood floor faces shall be fully sanded to receive adhesive.
- C. Install reducer strips where VCT abuts concrete floor.
- D. Centering:
  - 1. Establish center lines for tile patterns both ways with respect to principal walls in areas or rooms. Start laying tile from center lines; keep joints parallel to principal walls.
  - 2. Where field pattern is not a whole number of units, lay out the pattern so that the edge units are not smaller than half units (except corner pieces).
- E. Uniformity: If vinyl composition tile, use tile from contents of at least two different containers so that pattern will be uniform and not spotty due to the variance that may be found in different containers. Use tile from one mill run.
- F. Application of Adhesive
  - 1. Evenly spread approved adhesive on prepared surfaces as recommended by manufacturer; within the time recommended by manufacturer; embed each tile firmly in place to assure proper bond. In wet areas, such as toilet rooms, or rooms with floor drains, utilize a waterproof adhesive complying with the Low-Emitting requirements per Specification Section 07900- Sealants and Adhesives.
  - 2. Cover only that amount of area which can be covered by resilient flooring within recommended working time of the adhesive.
- G. Laying Vinyl Composition Tile
  - 1. Lay tile with grain in all tile running in the same direction (generally parallel with the short wall of the room).



2. Where necessary, cut tiles neatly and snugly around pipes and at other vertical projections.
3. Provide hairline joints, cut straight and true. Seal tile joints at pipes with waterproof cement.
4. Provide tiles level and flush with the surface of adjoining tiles.
5. Immediately remove stains, spots and smears of adhesive.

H. Installing Base

1. Do not install base until plaster, painting or other backing materials has thoroughly dried. Install bases on walls, including walls behind movable equipment.
2. Extend bases into closets offsets and adjoining areas scheduled to receive base.
3. Firmly cement bases to previously prepared surfaces, using an approved recommended adhesive.
4. Fit base joints tight and align top and bottom edged in firm contact with walls and floors throughout its entire length.
5. Install base in carpet areas after carpet has been installed.
6. Provide factory exterior and interior corners where clearance is available.

I. Installing Edge Strips:

1. Install edge strips with adhesive wherever exposed tile edges occur.
2. Where tile stops at doorways, set edge strips directly under doors.

**3.03 CLEANING AND FINISHING:**

- A. After flooring has been laid and adhesive is thoroughly cured, clean and finish resilient floors as recommended by tile manufacturer. Install two coats of wax and machine buff.
- B. Keep traffic off finished floors. Protect all floors as necessary with reinforced Kraft building paper and tape joints. Maintain this paper cover and otherwise protect floor until acceptance.
- C. Provide 20 square feet of extra stock of each color used. Provide 8 linear feet of extra stock of each color and size of base used. Each product to be left with General Contractor for delivery to Owner at completion of the job.

\*\*\*END OF SECTION\*\*\*

## **SECTION 09680 - CARPETING: COMMERCIAL APPLICATION**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS:**

The bidding and Contract Documents, General Requirements and Addenda as may be issued prior to bidding, shall go over the work under this section.

#### **1.02 DESCRIPTION:**

- A. Provide commercial grade carpeting, edge trim and related items and their installation. Refer to Section 09655 for edge trim description.

#### **1.03 QUALITY ASSURANCE:**

Acceptable Manufacturer: Select product of the following manufacturer or approved equal.

- A. LEES COMMERCIAL CARPETS
- B. PATCRAFT
- C. DUPONT ANTRON
- D. ATLAS CARPET MILLS
- E. LOTUS CARPETS
- F. J & J INDUSTRIES
- G. SHAW INDUSTRIES
- H. COLLINS AND AIKMAN

#### **1.04 SUBMITTALS:**

- A. Literature: Submit manufacturers specifications and installation instructions for each type of material specified.
- B. Samples: Submit samples of all materials specified in this Section for approval and color selection.
- C. Maintenance Data: furnish list of recommended maintenance products and recommended maintenance methods and procedures.

#### **1.05 PRODUCT HANDLING:**

Deliver and store on site in original containers with seals unbroken and labels intact until time of use.

#### **1.06 ENVIRONMENTAL REQUIREMENTS:**

Temperature of the rooms shall be 70 F. (21 C.) minimum for 24 hours prior to installation, during installation, and for 48 hours after installation.

A. Products:

1. Carpet & Pad: Color and style per drawings.

B. **Low-Emitting Materials:**

1. All carpet installed in the building interior must meet the testing and product requirements of the Carpet and Rug Institute Green Label Plus program.
2. All carpet cushion installed in the building interior must meet the requirements of the Carpet and Rug Institute Green Label program.
3. All carpet adhesive must meet the requirements of Specifications Section 07900-Sealants and Adhesives, which includes a volatile organic compound (VOC) limit of 50 g/L.
4. Provide a commercial-grade nylon carpet with bonded cushion meeting the following minimum requirement:
  - a. TOLERANCES: Specifications are subject to the standard industry manufacturing tolerances of plus or minus 5%.
  - b. FLAMMABILITY RATINGS: Shall meet all local, state and federal requirements for carpet installed in public facilities. Shall meet the requirements of DDD-C-95, DOC-FF1-70, and ASTM-D2859-70T (Pill and Tablet Tests) on the face and on the back. The carpet and pad, as an assembly, in corridors, stair-ways and other means of egress, shall have a minimum critical radiant flux of 0.45 watts/sq. cm. as determined by NBS-IR-75-950 Flooring Radiant Panel Test (NFPA 253, ASTM-E-648).
  - c. ENVIRONMENTAL SAFETY: Carpet construction shall contain no formaldehyde or 4-PC and no significant levels of other volatile organic chemicals which are known to contribute to the "Sick-Building Syndrome." Carpet shall have GRI (Green Label Registration) for a low VOC emitter.
  - d. PILE YARN: 1235/2 - 100% continuous-filament Type 6.6 soil-hiding solution-dyed nylon with permanent static-control system.
  - e. STATIC CONTROL: Carpet shall be furnished with a permanent static-control system within the face yarn to reduce the level of electrostatic voltage built up in the floor covering below the normal threshold of human sensitivity, measured at 2500-3500 static volts at 70 degrees F and 20% relative humidity.
  - f. ANTIMICROBIAL: A permanent, nonleaching antimicrobial shall be built into the carpet construction.

- g. DYE METHOD: Solution-dyed yarn system.
  - h. CONSTRUCTION: Manufactured through the back with fusion coat applied and secondary closed-cell vinyl cushion permanently fused to primary.
  - I. PITCH (gauge): 351 (1/13 ga.) min.
  - j. ROWS PER INCH: 20 min.
  - k. DENSITY: 130 pile tufts/SI min., 6000 density units per formula:  

$$D = \frac{36W}{T}$$

D = Density  
W = Pile Weight  
T = Pile Thickness
  - l. PILE HEIGHT: .125 (1/8") average
  - m. PILE WEIGHT: 20 oz./SY min.
  - n. PRIMARY BACKING: 100% synthetic materials, bacteriostatic and fungistatic, nonallergenic. Shall not mildew, decompose, shrink or support odor.
  - o. FUSION COAT: Vinyl sealant and fusion coat to provide an effective soil and moisture barrier and sufficient tuft bind to prevent "zippering" or edge ravel of surface pile.
  - p. SECONDARY BACKING: Carpet shall be permanently fused to premium-quality, closed-cell vinyl cushion, 5/32" thick, cushion weight 35.5 oz./SY, density 18.5 lbs./CF, compression deflection min. 7 lbs./SI, compression set max. 10% (ASTMD-1667-70).
  - q. TOTAL WEIGHT: 75 oz./SY min.
2. MANUFACTURER WARRANTY: 10 year nonprorated warranty against surface-pile wear, zippering, edge ravel or delamination of secondary backing. Cushion resiliency warranted for the life of the carpet.

C. INSTALLATION:

- 1. Clean surfaces to be carpeted; scrape up cementitious and resinous deposits; vacuum, apply sealer on concrete surfaces, adequate to prevent dusting.
- 2. Pre-plan installation for uniform direction of pattern and lay of pile, and proper sequencing with other work. Locate seams properly centered under doors and without seams in direction of traffic as doorways and similar traffic patterns. Extend carpet under removable obstructions and into closets and alcoves.
- 3. Provide stretch-in-tackless installation, using glued and/or nailed tackless stripping

with edges of carpet concealed. Tape and/or sew seams, after buttering trimmed edges with seaming cement.

4. Cement cushion to substrate, with taped seams running at 90 degree angle with carpet seams.
5. Stretch carpet both directions in accordance with mill's instructions; use power stretchers except where space is too small.
6. Provide glue-down installation by trimming and fitting carpet widths into each space prior to application of adhesive. Apply adhesive, butter cut edges with seaming cement, butting edges tightly together, and roll lightly.
7. Install edge guards at exposed edges. Bind edges with cloth tape and thread where not concealable.
8. Clean adhesive and cement from face of carpet promptly; replace carpet which cannot be cleaned.
9. Save carpet scraps, defined as mill ends less than 9' long, and pieces larger than 3 sq. ft. in area and wider than 8", and deliver to Owner's storage space as directed. Dispose of smaller pieces.
10. Vacuum completed carpet installation with beater-in-nozzle type commercial vacuum cleaner.
11. Contractor is responsible for providing commercial carpet samples in Owner's preferred color for final approval.
12. Provide vinyl transition strips at any carpet-to-tile intersections and as shown on drawings as manufactured by Tarkett or an approved, comparable product. Color to be as selected by the Owner and the Architect.

**\*\*\*END OF SECTION\*\*\***

## SECTION 09900 - PAINTING

### 1.01 GENERAL

#### 1. Submittals:

- a. In addition to manufacturer's data, application instructions, and label analysis for each coating material, submit samples for Architect's review of color and texture only. Resubmit samples if requested until required sheen, color and texture is achieved. Submittals must also include material requirements data per Article 1.08.
- b. On 8" x 8" hardboard, provide two (2) samples of each color and material, with texture to simulate finish conditions.
- c. On wood surfaces provide two (2) 4" x 8" samples for natural and stained wood finish.
- d. On actual wall surfaces and other building components, duplicate painted finishes of acceptable samples, for approval by the Architect.

### 1.02 DESCRIPTION OF WORK

1. Painting and finishing of interior and exterior items and surfaces, unless otherwise indicated.
2. Paint exposed surfaces, except as otherwise indicated, whether or not colors are designated. If not designated, colors will be selected by Architect from standard colors available for the coatings required.
3. Work Not Included: Unless otherwise indicated, shop priming of ferrous metal items and fabricated components are included under their respective trades. Unless otherwise indicated, painting not required on surfaces of concealed areas. Finished metals such as anodized aluminum, stainless steel, bronze, and specialty metals will not be painted. Do not paint any moving parts of operating units, or over any equipment identification, performance rating, name or nomenclature plates or code-required labels.

### 1.03 DELIVERY AND STORAGE

1. Deliver materials to job site in new, original, and unopened containers bearing manufacturer's name, trade name, and label analysis. Store where indicated in accordance with manufacturer's instructions.

**1.04 PROTECTION:**

1. Protect work of other trades. Correct any painting related damage, by cleaning, repairing or replacing, and refinishing, as directed by Architect.

**1.05 PROJECT CONDITIONS:**

1. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 98 degrees. Do not apply paints in rain, fog or mist; when relative humidity exceeds 95 percent; at temperatures less than 5 degrees F above the dew point; or to damp or wet surfaces.
2. Provide finish coats which are compatible with prime paints used. Provide barrier coats over incompatible primers where required. Notify Architect in writing of anticipated problems using specified coatings with substrates primed by others.
3. Surface Conditions: Apply paint and coatings when the following surface conditions have been met:
  - a. Interior Drywall - 12% maximum moisture content.
  - b. Exterior Stucco and Cementitious Wall Panels- 12% maximum moisture content.
  - c. Exposed Wood, Wood Doors, Wood Trim- 15% maximum moisture content.

**1.06 EXTRA MATERIALS:**

1. Provide a minimum of 1 gallon of each material and color of paint as materials applied that are packaged and stored with identification labels describing contents.

**1.07 SURFACE PREPARATION:**

1. Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instructions of each substrate condition.
2. Remove hardware and accessories, machined surfaces, plates, lighting fixtures and similar items in place that are not to be finish-painted or provide surface-applied protection. Re-install removed items and remove protective coverings at completion of work.
3. Seal all wood required to be job-painted. Prime edges, ends, face, undersides and backsides of counters, cases, fascias, soffits, cabinets, counters, etc.

4. Back-prime with one coat on interior paneling only where masonry, plaster, or other wall construction occurs on backside.
5. Seal tops, bottoms, and cut-outs of wood doors with heavy coat of quick drying sealer immediately upon delivery to job. Do not paint door UL Labels.

**1.08 MATERIAL REQUIREMENTS:**

1. Paints and coatings used on the interior of the building (i.e., inside of the weatherproofing system and applied on site) must comply with the following criteria as applicable to the project scope:
  - a. Architectural paints and coatings applied to interior walls and ceilings must not exceed the volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, Paints, 1<sup>st</sup> Edition, May 20, 1993.
  - b. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates must not exceed the VOC content limit of 250 g/L established in Green Seal Standard GC-03, Anti-Corrosive Paints, 2<sup>nd</sup> Edition, January 7, 1997.
  - c. Clear wood finishes, floor coatings, stains, primers, sealers and shellacs applied to interior elements must not exceed the VOC content limits established in South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, rules in effect on January 1, 2004.

**1.09 MATERIAL PREPARATION:**

1. Mix, prepare, and store painting and finishing materials in accordance with manufacturer's directions.

**1.10 APPLICATION:**

1. Apply painting and finishing materials in accordance with manufacturer's directions. Use applicators, and techniques best suited for materials and surfaces to which applied, but in no case will spray application be used unless approved by Architect.
2. Apply additional coats when undercoats, stains, or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.
3. Paint surfaces behind movable equipment same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment with prime coat only before equipment is installed.
4. Finish exterior doors on tops, bottoms and edges same as exterior faces, unless otherwise indicated. Do not paint door UL Labels.
5. Sand lightly between succeeding enamel, urethane or varnish coats.



6. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise specified.
7. Apply prime coat to material which is required to be painted or finished, and which has not been prime coated by others.
8. Apply each material at not less than the manufacturer's recommended spreading rate, to provide a total dry film to thickness of not less than 4.0 mils for entire coating system of prime and finish coats for (3) coat work.
9. Provide a total dry film thickness of not less than 2.5 mils for entire coating system of prime and finish coat for two (2) coat work.

**1.11 COMPLETED WORK:**

1. Match approved samples for color, texture and coverage. Remove, finish or repaint work not in compliance with specified requirements.

**1.12 TOUCHING UP AND CLEANING:**

1. Upon completion, all touching up as required shall be done and paint removed from all surfaces which are not specified to receive paint.

**1.13 PAINT, GENERAL:**

1. Material Compatibility:
  - a. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - b. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

**1.14 PAINTING SCHEDULE**

The following paints specified shall be manufactured by one of the following manufacturer's or an approved, comparable product:

Benjamin Moore Paints  
Sherwin Williams Paints  
Porter Paints  
Devoe Paints  
MAB Paints  
ICI Paints

Armourcoat, USA

NOTE: Color selections to be by the Owner, the Architect, and/or the Interior Designer. See Finishes Schedule on the plans for location of paint. When more than five (5) colors are selected for interior or for exteriors, a painting upcharge shall be negotiated prior to application of paints.

- A. Exterior wood Trim, Wood Siding, Wood Fascias & Soffits, Etc.: One (1) coat sealer primer on all faces and edges  
Two (2) coats Benjamin Moore Exterior Acrylic Latex paint on exposed surfaces.
- B. Interior Drywall: Two (2) coats Benjamin Moore Regal AquaVelvet Eggshell (319) over base sealer coat. Specialty finishes may apply also.
- C. Galvanized Metal: One (1) coat Benjamin Moore Galvanized Iron Primer. Two (2) coats Benjamin Moore Meta-lastic Paint.
- D. Metal Surfaces: Structural Steel Beams & Columns, Wall girts, Roof purlins, Fire Sprinkler Riser Assemblies, Steel Trusses, Steel Tanks:

**Exterior Exposed** – Two (2) coats Benjamin Moore Retard-X Rust Inhibitive Latex Primer 162 over the shop delivered primer, welds and bolts. Allow a minimum of 4 hours between coats. Finish with two (2) coats Benjamin Moore Eggshell alkyd house paint 108.

**Interior Exposed** – Same applications but one (1) coat only of latex Primer 162.

NOTE: All galvanized metal to be washed with mineral spirits to remove any oil.

- E. Exterior Stucco and Cementitious Wall Panels: finish. One (1) coat Benjamin Moore Masonry sealer. Two (2) coats Benjamin Moore Latex, or Acrylic Latex paint.
- F. Steel Doors & Frames: Spot prime any scratches in factory primer with Benjamin Moore Iron Clad Rust Inhibiter Red Oxide. Finish with (2) coats Benjamin Moore oil based or water based enamel, (semi-gloss).
- G. Wood Doors and (When Finish Schedule calls for Painted): Trim (Interior) One (1) coat sealer primer. Two (2) coats Benjamin Moore oil based enamel, (semi-gloss).
- H. Wood Doors and (When Finish Schedule calls for Sealed): Trim (Interior) Three coats of Satin Finish clear urethane, lightly sanded between coats.
- I. Interior Aluminum or Steel Handrails: One coat metal primer and two coats shop applied industrial enamel, or factory powder coating, (both gloss finish).

- J. Exposed finish Grade Concrete Block: One coat block filler and sealer primer. Specialty Paint, two (2) coats acrylic latex, over primer in accordance with the Manufacturers Specifications.
- K. Exterior Aluminum Tubing, Handrails, Guardrails, Caps, Cast Trim and Frames: Powder coated after completed fabrication and assembly and prior to installation. Powder Coat RAL standard color as specified on Architectural Details.
- L. Exterior Architectural Masonry Units (such as decorative split faced, split ribbed, and smooth faced colored block, and any manufactured stone such as Herpel), including the mortar used to set the units, shall be sealed with a water repellent-anti graffiti coating after installation and cleaning of all block faces.  
**EXCEPTION:** If the block manufacturer supplies an integral water repellent admixture in their block and a water repellent is added to the grout (mortar) during installation, then no exterior sealer is required.
- M. Toilet Room Walls: Apply water base epoxy coating full height on the wall materials scheduled in toilet rooms/bathrooms, to achieve an impervious finish.

**NOTE: DO NOT APPLY EPOXY PAINTS TO ANY INTERIOR FACES OF BARE BLOCK AT MASONRY EXTERIOR WALLS. UTILIZE LATEX PAINTS WITH BREATHABILITY OF 1 PERM OR GREATER.**

- 1. **ON INTERIOR MASONRY** - Semigloss Finish using Sherwin Williams Paints.
  - a. **1<sup>st</sup> coat:** S-W KEM CATI-COAT EPOXY FILLER/SEALER B42 WA8/B42 WA9 (87-108 sq. ft./gal @ 8-10 mild dry).
  - b. **2<sup>nd</sup> coat:** S-W Water Based Catalyzed Epoxy B70/B60 V25.
  - c. **3<sup>rd</sup> coat:** S-W Water Based Catalyzed Epoxy B70/B60 V25, (8mils wet, 3 mils wet per coat).
- 2. **ON DRYWALL** - Semi-Gloss Finish using Sherwin Williams Paints.
  - a. **1<sup>st</sup> coat:** S-W PrepRite 200 Latex Primer, B28W200, (4 mils wet, 1.2 mils dry).
  - b. **2<sup>nd</sup> coat:** S-W Heavy Duty Epoxy, B67 Series/B60 V3. (3 mils dry per coat)
  - c. **3<sup>rd</sup> coat:** S-W Heavy Duty Epoxy, B67 Series/ B60 V3. (3 mils dry per coat)

- N. Stained Concrete Floors when called for on Finish Schedule: Two coats solid color stain material as per Specification Section 09940. Apply over a clean, cured, dry, dirt and dust free, lightly broomed finished concrete slab. Color as selected by the Architect. Make a special effort to never apply concrete sealers to any surface to receive concrete stains.
  
- O. Specialty Coatings, when scheduled on the Interior Finish Schedule, shall be placed in accordance with manufacturer's specification for application and protected until the project is occupied by the end user.
  
- P. Specialty coatings approved, when scheduled on the interiors include:
  - a. Amourcoat
  - b. Polymix

**\*\*\* END OF THIS SECTION\*\*\***

## SECTION 10260 - CORNER GUARDS

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division - Specification sections, apply to work of this section.

#### 1.02 DESCRIPTION OF WORK

Furnish and install, as detailed, as located on the Drawings, at all exterior doors with drywall corners, and at corridor interior corners C/S Acrovyn Surface Mounted Corner Guard 90 degree Models SM20, SSM-20 and the 135-degree Model SM-20M. All as manufactured by Construction Specialties, Inc. or an approved equal. Complete details, locations and samples of selected models and colors, including end caps, and mounting hardware shall be submitted to the Architect for approval.

#### 1.03 APPROVED MANUFACTURER'S OR EQUAL

Construction Specialties, Inc., Acrovyn  
Arden Architectural  
Balco Metalines, Inc.  
IPC/InPro Corp.  
Korogard, RJF International Inc.  
Pawling Corporation, Pro Tek

#### 1.04 MATERIAL

Corner guards shall be manufactured from .078" thick nominal high impact vinyl/acrylic extrusions, designed to absorb and resist abrasions under impact. The extrusion shall include a matte finish pebblette grain surface, and be supplied in a **color to be selected by Owner & Architect**. Continuous retainers shall be a minimum .063" thickness. End caps and mounting hardware shall be furnished to complete the assembly.

#### 1.05 DESIGN

Corner guards shall be securely locked in place yet provide for free-floating action to absorb heavy impact without damage to guard, retainer or adjacent wall. Corner guard shall be straight and true over full length.

1.06 PERFORMANCE

Vinyl/acrylic extrusions shall be U.L. tested, Classified and Labeled reflection a Class I Fire Rating in accordance with UL=723 (ASTM-E84-91a) (CAN 4S102-2-M83 in Canada) test procedures. Chemical and stain resistance shall be per CSAV-280 standards, established by manufacturer.

Color shall be integral with components matched in accordance with SAE J-1545-(Delta E) with color difference no greater than 1.0 units using the Hunter (Lab) scale. Impact tested in accordance with applicable provisions of ASTM-F476-76.

**\*\*\*END OF THIS SECTION\*\*\***

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APPENDIX B

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**GENERAL WAGE  
DECISION NUMBER:  
FL20230209  
DATED 3/24/2023**

"General Decision Number: FL20230209 03/24/2023

Superseded General Decision Number: FL20220209

State: Florida

Construction Type: Building

County: Indian River County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|  |   |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>  |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2023       |
| 1                   | 01/13/2023       |



2 01/20/2023  
 3 03/10/2023  
 4 03/24/2023

ASBE0060-001 12/01/2022

|  | Rates    | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 36.28 | 16.32   |

\* ELEC0728-003 03/01/2023

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 36.90 | 13.96   |

ENGI0487-019 07/01/2016

|  | Rates    | Fringes |
|--|----------|---------|
| OPERATOR:<br>Backhoe/Excavator/Trackhoe..... | \$ 23.75 | 9.20    |

ENGI0487-021 07/01/2016

|   | Rates    | Fringes |
|---|----------|---------|
| OPERATOR: Crane<br>All Cranes 160 Ton<br>Capacity and Over..... | \$ 33.05 | 9.20    |
| All Cranes Over 15 Ton<br>Capacity.....                         | \$ 32.05 | 9.20    |
| OPERATOR: Forklift.....   | \$ 23.25 | 9.20    |
| OPERATOR: Mechanic.....   | \$ 32.05 | 9.20    |
| OPERATOR: Oiler.....  | \$ 23.50 | 9.20    |

IRON0272-001 10/01/2022

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 27.00 | 14.77   |

IRON0402-001 10/01/2021

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL..... | \$ 25.50 | 14.66   |

PLUM0630-004 07/01/2022

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| PLUMBER/PIPEFITTER..... | \$ 30.16 | 16.64   |

SFFL0821-004 01/01/2023

|  | Rates    | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire<br>Sprinklers)..... | \$ 31.28 | 21.90   |

\* SUFL2014-018 08/16/2016

|  | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

|   |             |      |
|---|-------------|------|
| CARPENTER.....  | \$ 17.49    | 3.33 |
| CEMENT MASON/CONCRETE FINISHER...                           | \$ 13.06 ** | 0.70 |
| IRONWORKER, REINFORCING.....                                | \$ 18.25    | 0.00 |
| LABORER: Common or General.....                             | \$ 10.77 ** | 0.00 |
| LABORER: Mason Tender -<br>Cement/Concrete.....             | \$ 11.69 ** | 0.00 |
| LABORER: Pipelayer.....                                     | \$ 13.56 ** | 1.34 |
| OPERATOR: Bulldozer.....                                    | \$ 15.40 ** | 1.90 |
| OPERATOR: Grader/Blade.....                                 | \$ 18.97    | 0.00 |
| OPERATOR: Loader.....                                       | \$ 16.00 ** | 2.82 |
| OPERATOR: Roller.....                                       | \$ 14.43 ** | 4.78 |
| PAINTER: Brush, Roller and<br>Spray.....                    | \$ 14.53 ** | 2.48 |
| ROOFER.....   | \$ 19.98    | 4.77 |
| SHEET METAL WORKER, Includes<br>HVAC Duct Installation..... | \$ 18.52    | 1.01 |
| TILE SETTER.....  | \$ 18.01    | 0.00 |
| TRUCK DRIVER: Dump Truck.....                               | \$ 13.22 ** | 2.12 |
| TRUCK DRIVER: Lowboy Truck.....                             | \$ 14.24 ** | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

# INDIAN RIVER COUNTY COUNTY ADMINISTRATION BLDG I "A"

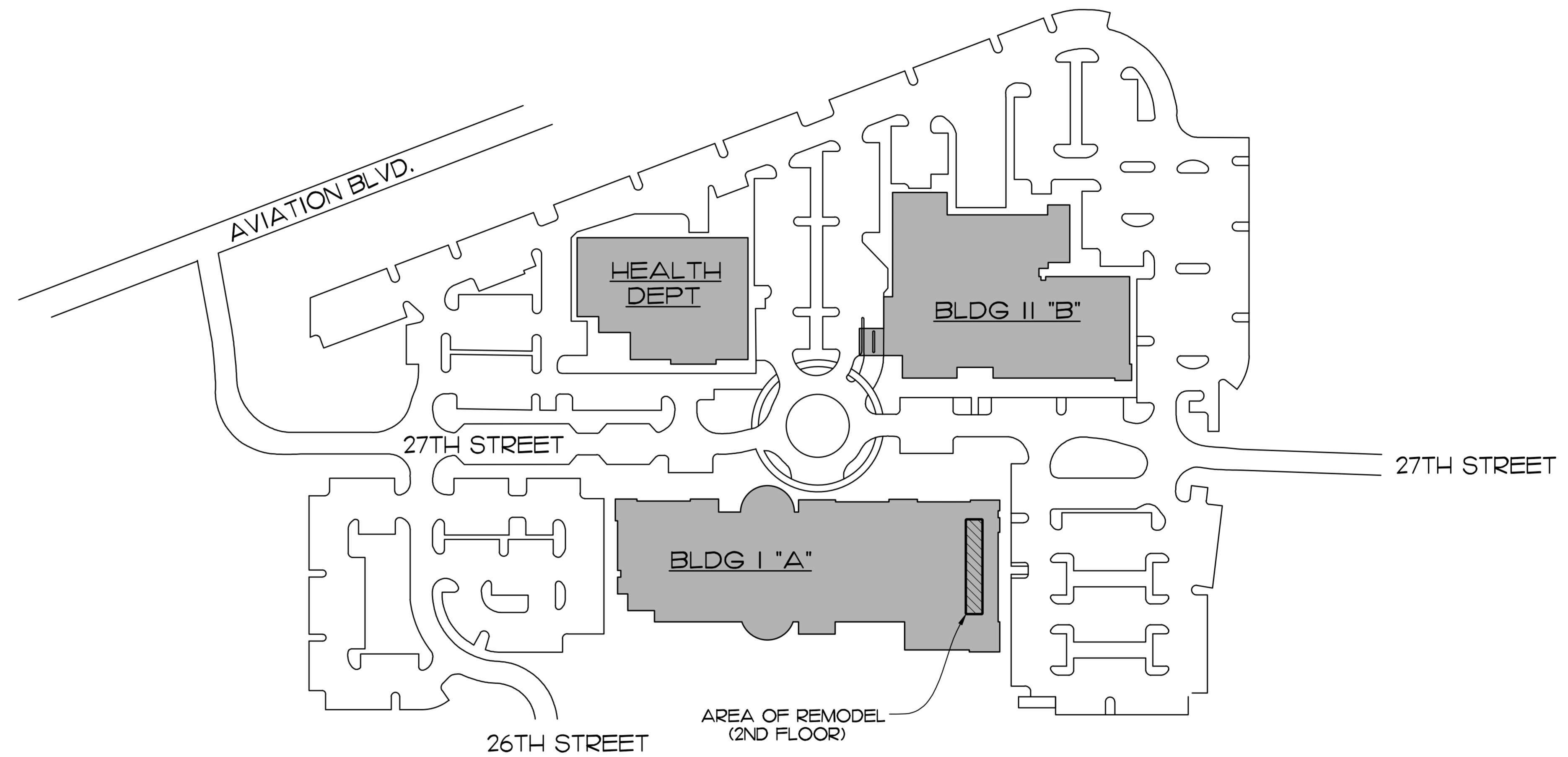
## I.T. Security Upgrades -IRC-2206

1801 27th St - Building A  
Vero Beach, FL 32960

### INDEX TO DRAWINGS

#### ARCHITECTURAL

- A-1 EXISTING BUILDING PLAN
- A-2 SECOND FLOOR DEMOLITION PLAN
- A-3 SECOND FLOOR PLAN
- A-4 REFLECTED CEILING DEMO PLAN
- A-5 REFLECTED CEILING PLAN
- A-6 SECTIONS AND DETAILS
- LS-1 LIFE SAFETY PLAN-1ST FLOOR
- LS-2 LIFE SAFETY PLAN-2ND FLOOR

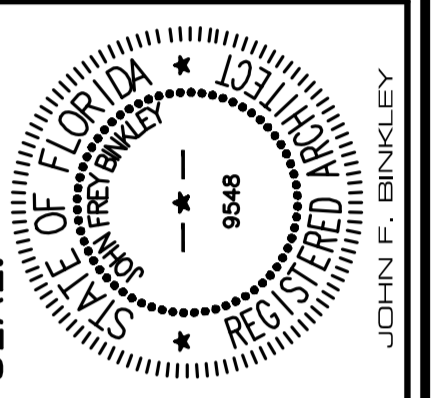
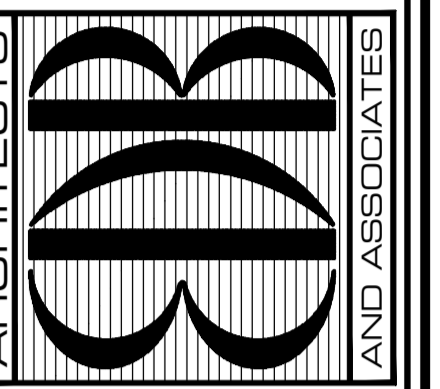


LOCATION MAP

ARCHITECT

**EDLUND · DRITENBAS · BINKLEY**  
ARCHITECTS AND ASSOCIATES, P.A.  
65 Royal Palm Pointe, Suite D, Vero Beach, Florida 32960  
Phone: (772) 569-4320 AR# AAC000886

EDLUND · DRITENBAS · BINKLEY  
ARCHITECTS AND ASSOCIATES, P.A.  
AR-AA 0000886  
65 ROYAL PALM POINTE, SUITE "D"  
VERO BEACH, FLORIDA 32960  
PHONE: (772) 569-4320



John Binkley  
Digitally signed by John Binkley  
Date: 2022.05.16 14:07:48 -04'00'

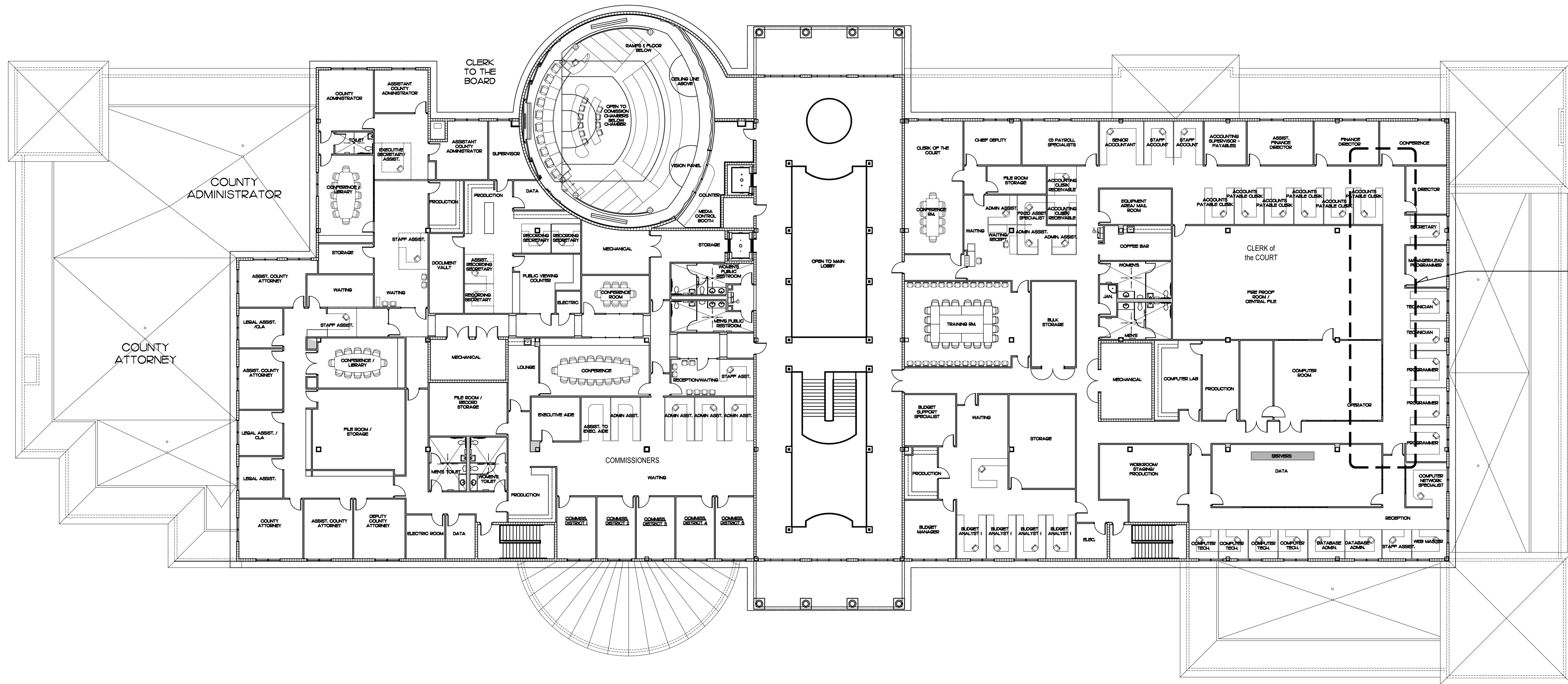
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FOR: INDIAN RIVER COUNTY, FLORIDA  
1801 27TH STREET BUILDING A  
VERO BEACH, FL 32960

| NO. | DATE | REVISIONS |
|-----|------|-----------|
|     |      |           |
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|     |      |           |

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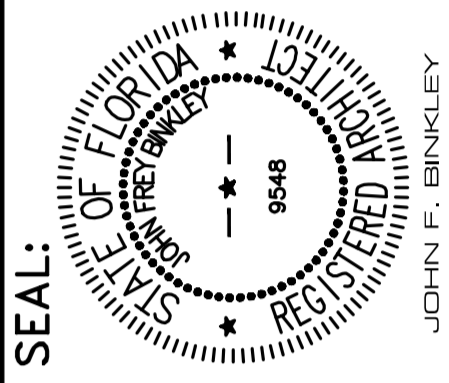
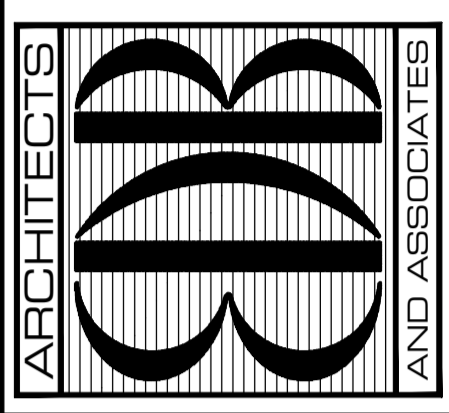
COMM. NO: 030622VB  
DATE: AUGUST 24, 2022  
BY: LJD  
CH'KD: JFB

SHEET NO.  
**COVER**  
OF ONE



**SECOND FLOOR EXISTING BUILDING PLAN**  
 SCALE: 1/16" = 1'-0"  
 (BUILDING 1) "A"

EDLUND · DRITENBAS · BINKLEY  
 ARCHITECTS AND ASSOCIATES, P.A.  
 AR-AA 000886  
 66 ROYAL PALM POINTE, SUITE "D"  
 VERO BEACH, FLORIDA 32960  
 PHONE: (772) 569-4520



John Binkley  
 Digitally signed by John Binkley  
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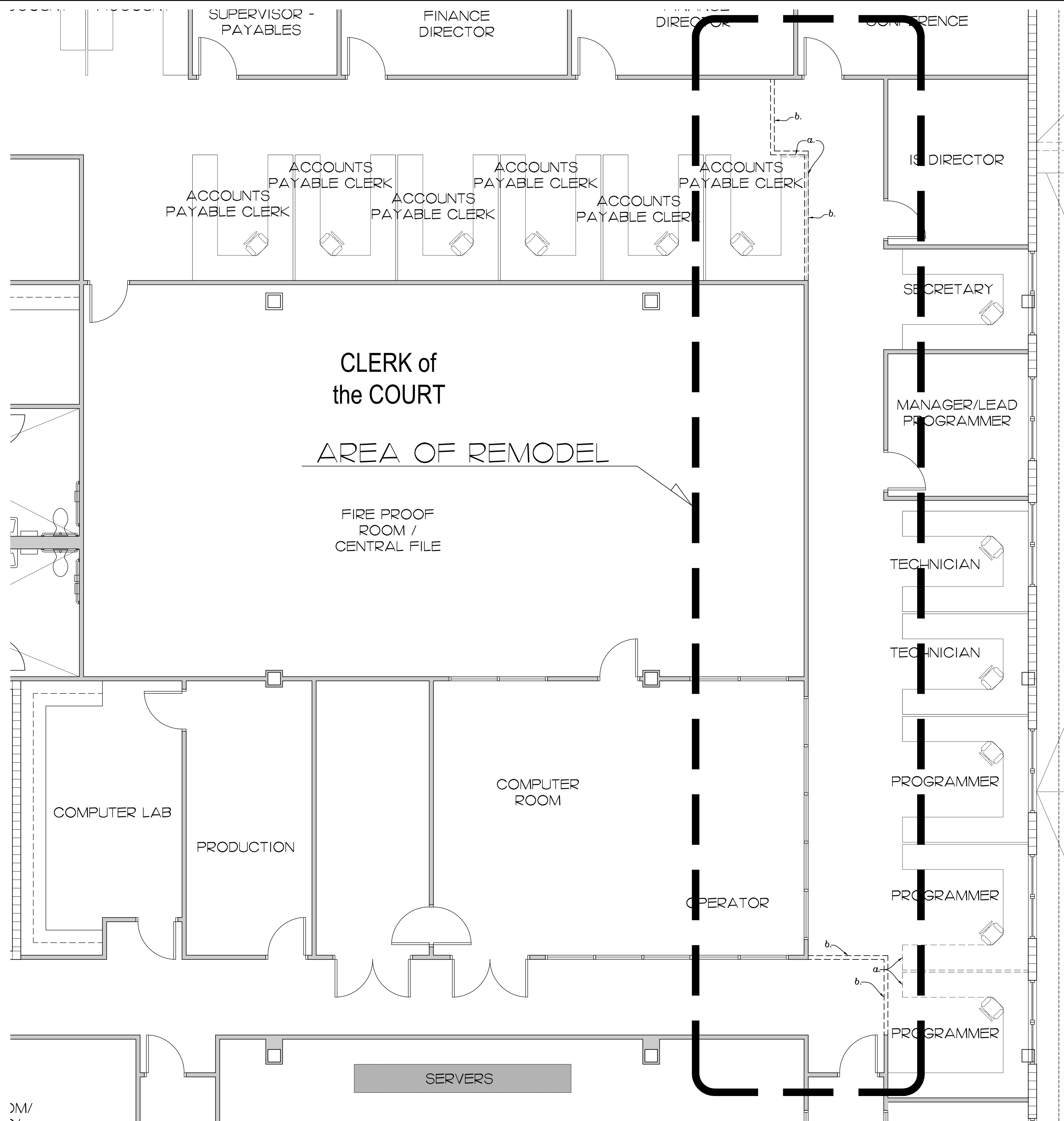
PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES  
 FOR: INDIAN RIVER COUNTY, FLORIDA  
 1800 14th STREET BUILDING A  
 VERO BEACH, FL 32960

| NO. | DATE | REVISIONS |
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COMM. NO: 030622VB  
 DATE: AUGUST 24, 2022  
 BY: LJD  
 CH'KD: JFB

SHEET NO.  
**A-1**  
 OF SIX

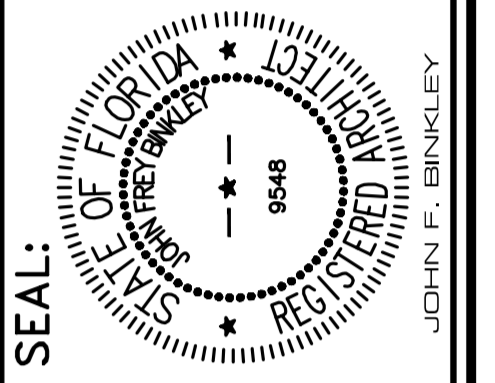
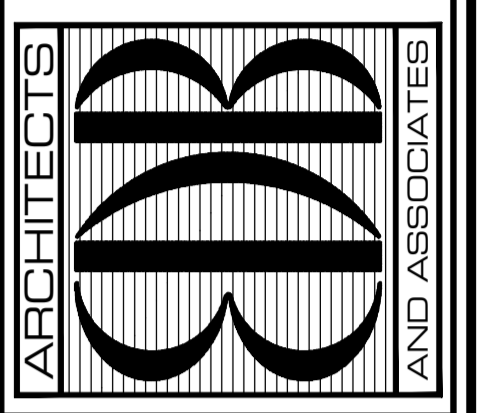


**SECOND FLOOR DEMOLITION PLAN**  
SCALE: 1/4" = 1'-0"

**DESCRIPTION OF WORK:**  
 a. REMOVE EXISTING ABI FURNITURE.  
 b. CUT/REMOVE EXISTING CARPET IN AREA OF NEW WALLS

**NOTES:**  
 1. SEE SHEET A-4 FOR CEILING DEMOLITION

EDLUND · DRITENBAS · BINKLEY  
 ARCHITECTS AND ASSOCIATES, P.A.  
 AR-AA 0000886  
 65 ROYAL PALM POINTE, SUITE "D"  
 VERO BEACH, FLORIDA 32960  
 PHONE: (772) 569-4520



John Binkley  
 Digitally signed by John Binkley  
 Date: 2023.05.16 13:56:57 -04'00'

PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES  
 FOR: INDIAN RIVER COUNTY, FLORIDA  
 1800 14th STREET, BUILDING A  
 VERO BEACH, FL 32960

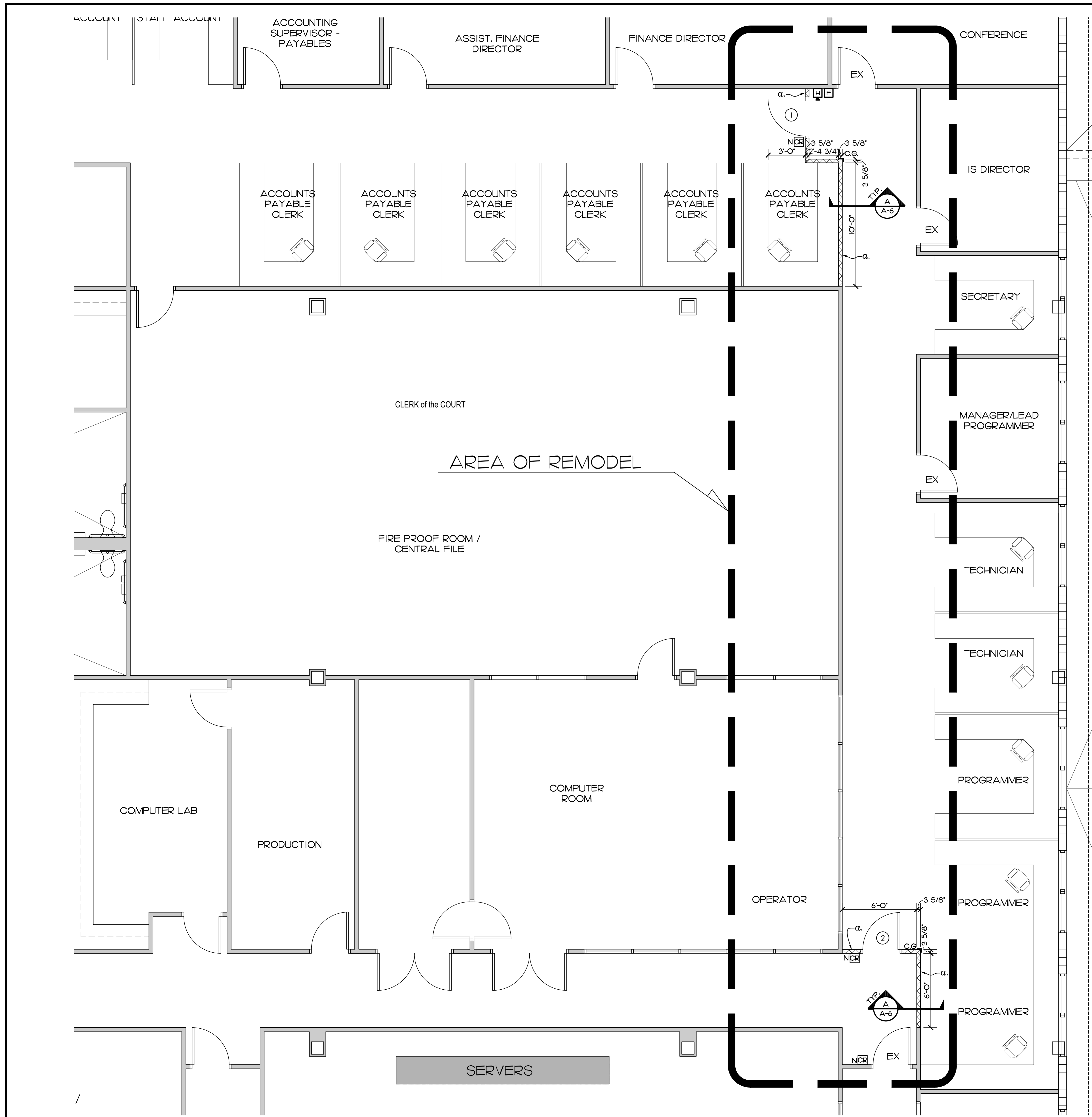
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COMM. NO: OS0622VB  
 DATE: AUGUST 24, 2022  
 BY: LJD  
 CH'KD: JFB

SHEET NO.  
**A-2**  
 OF SIX





**SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0" (PROPOSED)

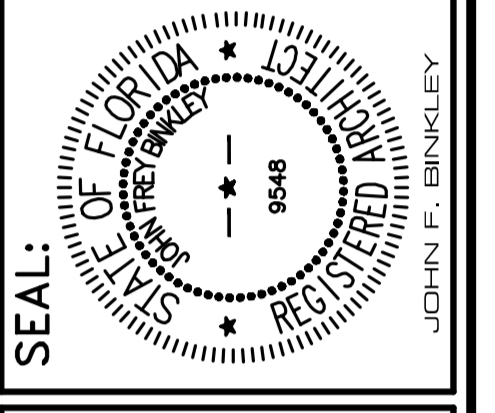
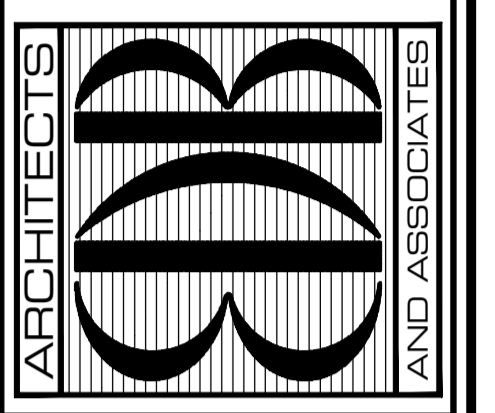
- NOTES**
- EXISTING WALLS TO REMAIN
  - a.** NEW FULL HGT. 3 5/8" 20 GA STEEL STUDS AT 16" OC WITH 1/2" GYP. BD. FINISH
  - J.C.G.** NEW 48" HIGH ACROVYN 90 DEGREE CORNER GUARD
  - NCR** NEW CARD READER, COORDINATE WITH OWNER'S SECURITY SYSTEM
  - EX** EXISTING DOOR AND FRAME TO REMAIN
  - FP** EXISTING FIRE PULL STATION TO REMAIN
  - FH** EXISTING FIRE HORN STROBE TO REMAIN

**DOOR SCHEDULE**

| MARK | SIZE                         | DESCRIPTION  | JAMB         | DETAIL / ELEV. | REMARKS                                   |
|------|------------------------------|--|--------------|----------------|---|
| 1    | 3'-0" W. X 7'-0" H. X 1/3/4" | SINGLE LITE FRENCH S.G. WOOD MATCH EXISTING FINISH | 16 GA. STEEL | 1/A-3          | PROVIDE SAFETY LAMINATE OR TEMPERED GLASS |
| 2    | ↓                            | ↓  | ↓            | ↓              | ↓   |

\* MATCH EXISTING COMMERCIAL DOOR HARDWARE, COORDINATE WITH OWNER KEYING AND LOCKS IF NEEDED.

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PHONE: (772) 569-4520



John Binkley  
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Date: 2023.05.16 14:00:41 -0400

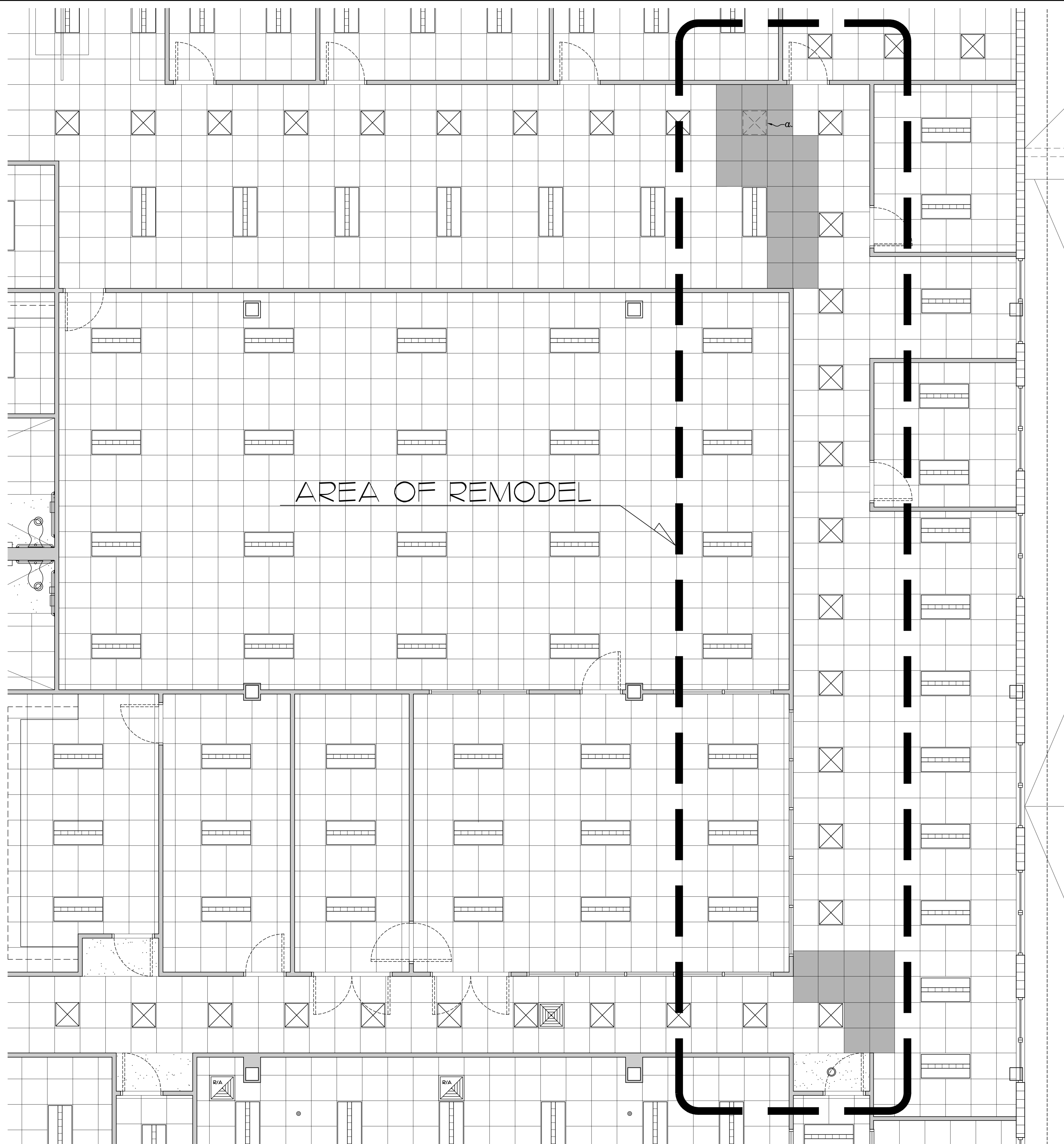
PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES  
FOR: INDIAN RIVER COUNTY, FLORIDA  
1800 14th STREET, BUILDING A  
VERO BEACH, FL 32906

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COMM. NO: 090622VB  
DATE: AUGUST 24, 2022  
BY: LJD  
CH'KD: JFB

SHEET NO.  
**A-3**  
OF SIX



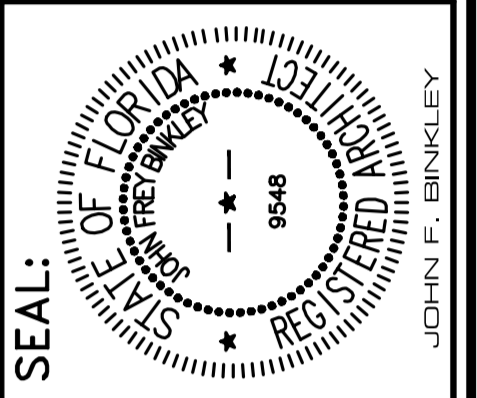
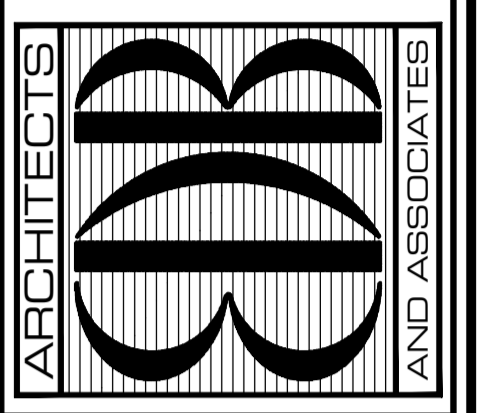
AREA OF REMODEL

a

**REFLECTED CEILING DEMOLITION PLAN**  
SCALE: 1/4" = 1'-0"

- NOTES**
- a. REMOVE EXISTING 2X2 LIGHT FIXTURE
  - REMOVE EXISTING 2X2 CEILING TILES AND GRID

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VERO BEACH, FLORIDA 32960  
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Date: 2023.05.16 14:01:40 -04'00'

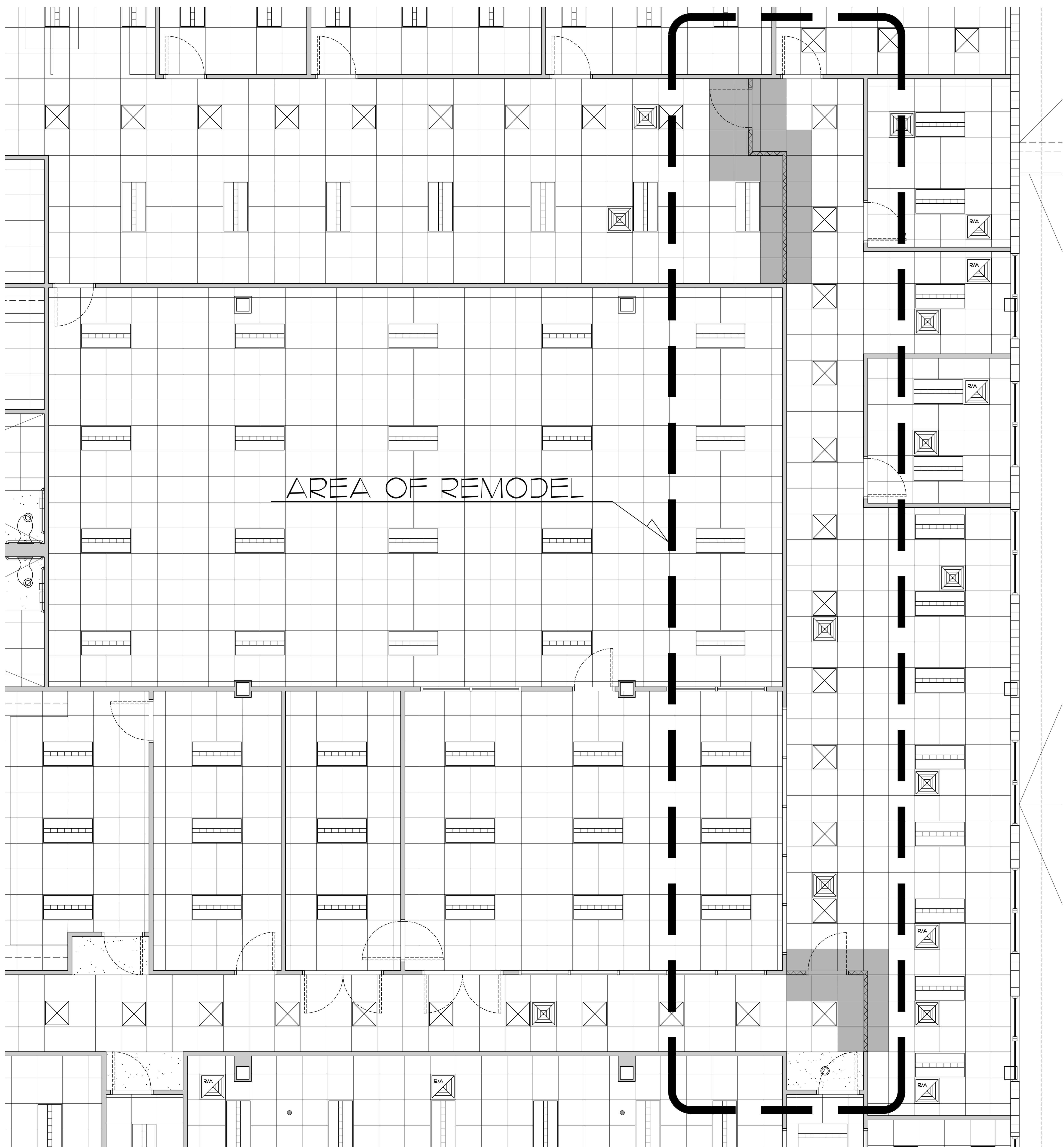
PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES  
INDIAN RIVER COUNTY, FLORIDA  
1800 14th STREET BUILDING A  
VERO BEACH, FL 32906

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SHEET NO.  
**A-4**  
OF SIX

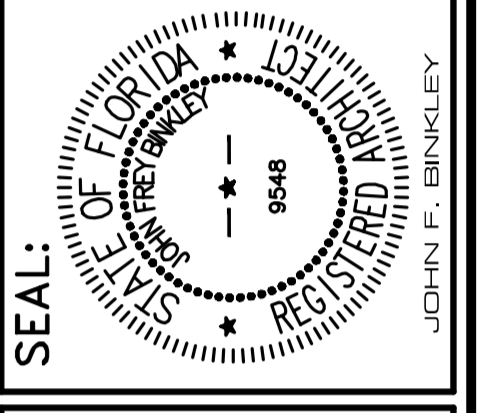
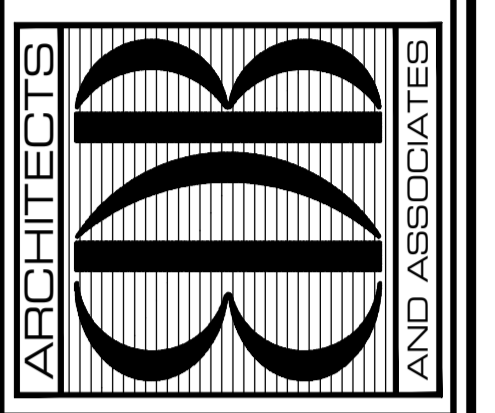


AREA OF REMODEL

**REFLECTED CEILING PLAN**  
SCALE: 1/4" = 1'-0"

- NOTES**
- 1. NO MECHANICAL DUCTWORK CHANGES ON THIS PROJECT.
  - NEW 2X2 CEILING TILE AND GRID, MATCH EXISTING

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PHONE: (772) 569-4520



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Date: 2023.05.16 14:03:17 -04'00'

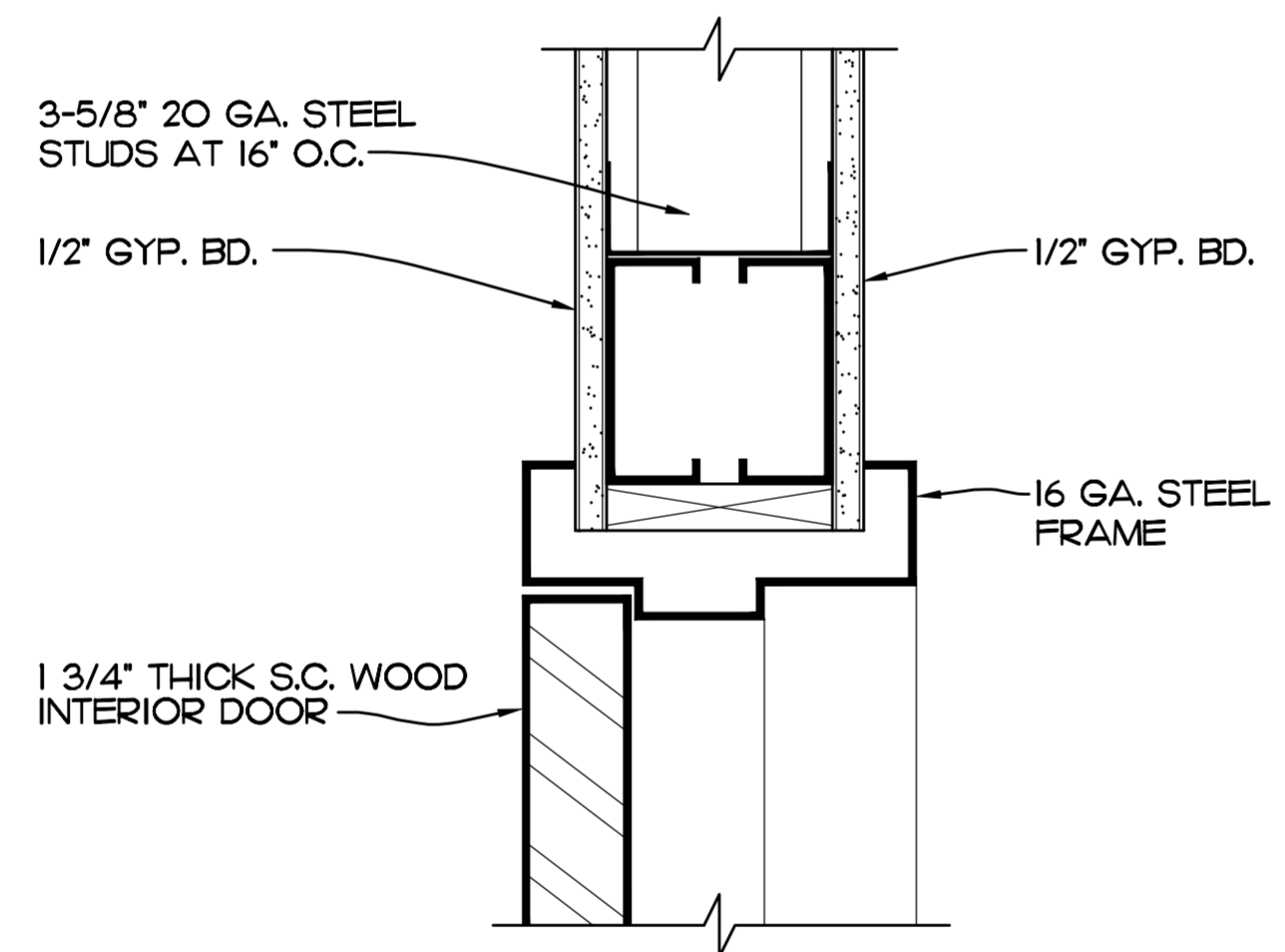
**PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES**  
INDIAN RIVER COUNTY, FLORIDA  
1800 14th STREET BUILDING A  
VERO BEACH, FL 32909

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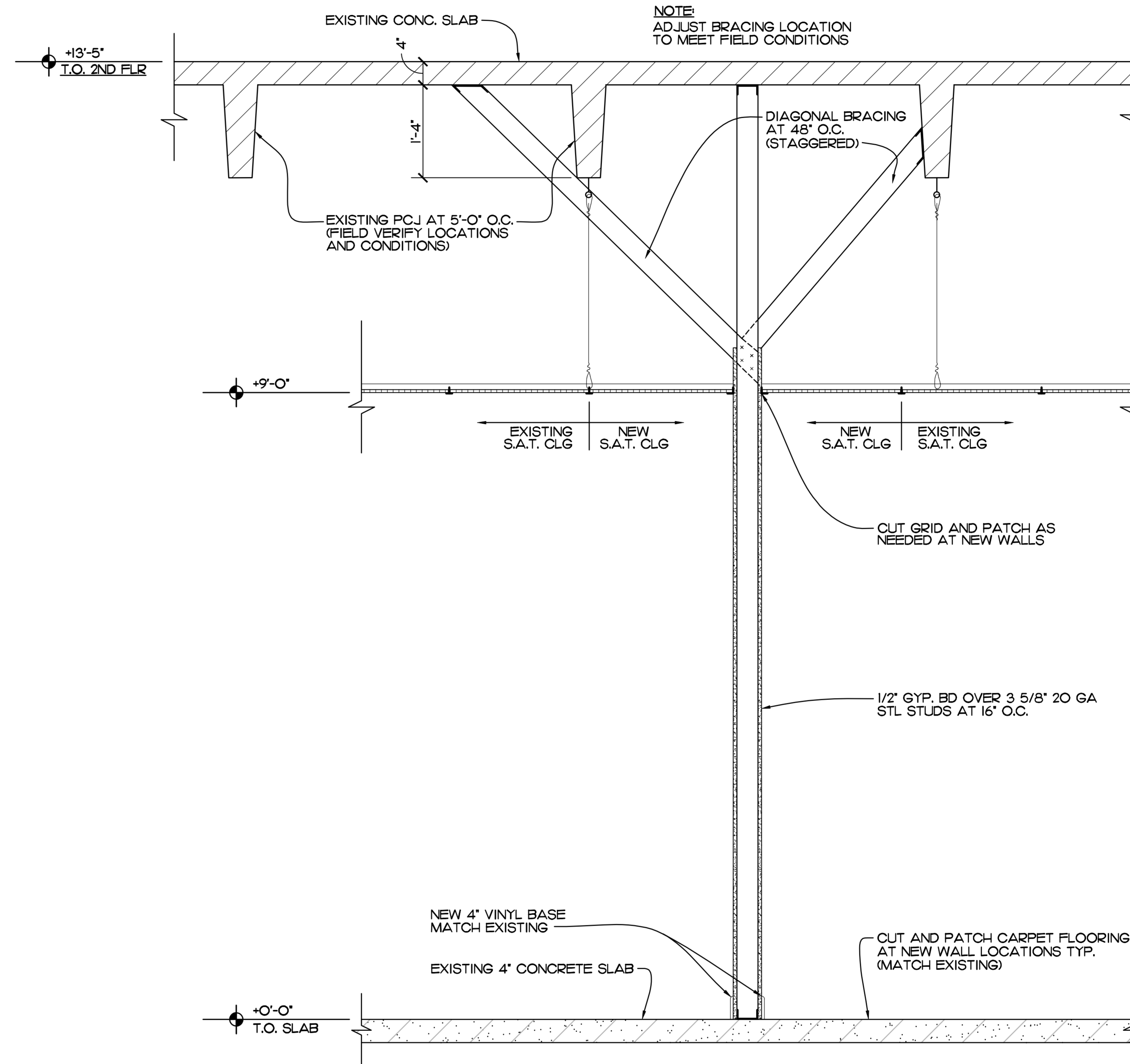
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SHEET NO.  
**A-5**  
OF SIX

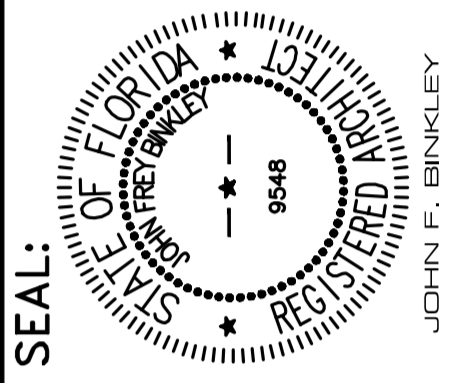
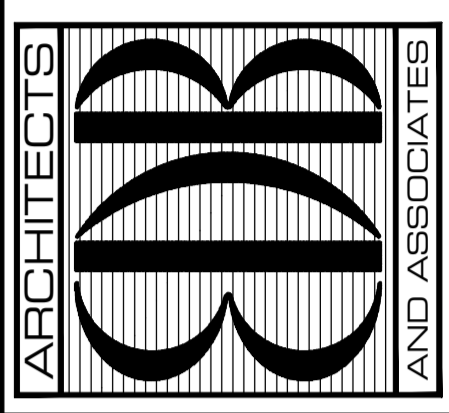


HEAD / JAMB SIM.  
SCALE 3/4" = 1'-0" REF. SHEET A-3



SECTION  
SCALE 3/4" = 1'-0" REF. SHEETS A-3

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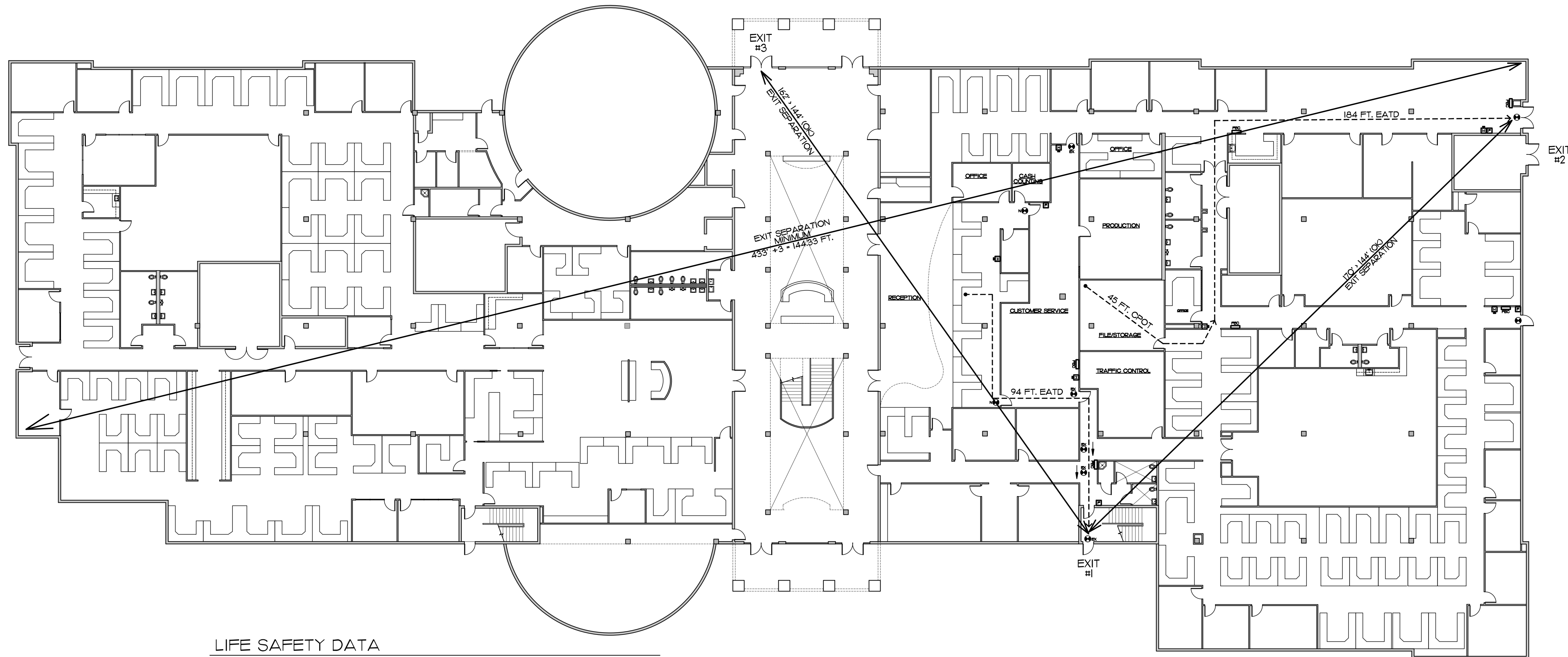
PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES  
INDIAN RIVER COUNTY, FLORIDA  
1800 14TH STREET BUILDING A  
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FOR:

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COMM. NO: O30622VB  
DATE: AUGUST 24, 2022  
BY: LJD  
CH'KD: JFB

SHEET NO.  
**A-6**  
OF SIX



**LIFE SAFETY DATA**

FLORIDA BUILDING CODE 2020 SEVENTH EDITION  
 FBC 306 OCCUPANCY CLASSIFICATION: 'B' BUSINESS

**APPLICABLE CODES:**

- A. FLORIDA BUILDING CODE 2020 SEVENTH EDITION
- B. NFPA 101 LIFE SAFETY CODE 6TH EDITION 2018
- C. MECHANICAL CODE (FBC 2020)
- D. PLUMBING CODE (FBC 2020)
- E. ENERGY CONSERVATION CODE (FBC 2020)
- F. NATIONAL ELECTRICAL CODE, 2017 EDITION
- G. ACCESSIBILITY CODE (FBC 2020)

**PROJECT DESCRIPTION**

THIS PROJECT IS AN INDIAN RIVER COUNTY ADMINISTRATIVE OFFICE BUILDING INTERIOR SECURITY UPGRADE REMODEL FOR THE I.T. DEPARTMENT.

FBC 602.3 CONSTRUCTION TYPE  
 TYPE III A CONSTRUCTION - EXTERIOR WALLS ARE OF NONCOMBUSTIBLE MATERIALS AND THE INTERIOR BUILDING ELEMENTS ARE OF ANY MATERIAL PERMITTED BY THIS CODE

**BUILDING DATA**

TWO EXITS REQUIRED  
 TOTAL BUILDING AREA: 94,661 SF.  
 OCCUPANCY - TYPE 'B' BUSINESS  
 FBC TABLE 506.2  
 TYPE III A SPRINKLERED SM  
 ALLOWABLE BUILDING AREA - 85,500 SF.  
 AREA PROPOSED, 1ST AND 2ND FLOOR - 94,661 SF. ACTUAL  
 \*WITH OPEN AREA MODIFICATION PER FBC 506.3 - 165,656 SF. ALLOWABLE (OK)  
 I<sub>1</sub>\* (F/P-0.25) W/30  
 I<sub>2</sub>\* (I27O/I27O'-0.25) W/30  
 I<sub>3</sub>\* (75) 30/30  
 I<sub>4</sub>\* (75) 1  
 I<sub>5</sub>\* .75  
 I<sub>6</sub>\* 1.75 X 94,661 SF. - 165,656 SF. (OK)

NUMBER OF EXITS  
 FBC TABLE 1006.3.2 - SECOND FLOOR 218 OCCUPANTS  
 TWO EXITS REQUIRED  
 FIRST FLOOR 627 OCCUPANTS - THREE EXITS REQUIRED  
 TABLE 1006.2.1 - THREE EXITS OR EXIT ACCESS DOORWAYS FROM ANY SPACE SHALL BE PROVIDED WHERE THE DESIGN OCCUPANT LOAD OR THE COMMON PATH OF TRAVEL DISTANCE EXCEEDS THE VALUES LISTED IN 1006.2.1 (100 FT. MAX. COMMON PATH OF TRAVEL DISTANCE)

COMMON PATH OF TRAVEL  
 NFPA 38.5.3.1 COMMON PATH OF TRAVEL SHALL NOT EXCEED 100 FT. IN A FULLY SPRINKLERED BUILDING  
 COMPLIES

FBC 1007.1  
 NFPA 7.5.1.3.3

EXIT AND EXIT ACCESS DOORWAY CONFIGURATION WHERE A BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH 1007.1.1 THE SEPARATION DISTANCE SHALL BE NOT LESS THAN ONE THIRD OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE AREA SERVED  
 DIAGONAL DISTANCE 433 FT. / 3 = 144.33 FT. MINIMUM EXIT SEPARATION - 125 FT. PROVIDED - COMPLIES

FBC 1017 TRAVEL DISTANCE LIMITATIONS (TABLE 1017.2)  
 EXIT ACCESS TRAVEL DISTANCE (E.A.T.D.) MAX. 300 FEET IN A SPRINKLERED BUILDING. MAX. E.A.T.D. PROVIDED IS LESS THAN 300 FT. (OK)

NFPA 38.2.6.3 TRAVEL DISTANCE TO EXITS  
 TRAVEL DISTANCE SHALL BE MEASURED PER SECTION 7.6  
 TRAVEL DISTANCE SHALL NOT EXCEED 300 FT. MAX. PROVIDED - COMPLIES

FBC 1010.1.0

EXIT DOORS - PANIC HARDWARE IS REQUIRED IF OCCUPANTS SERVING EXITS EXCEEDS 50 PEOPLE

FBC TABLE 803.11  
 NFPA 38.3.3.2.1

INTERIOR FINISHES -  
 GROUP B, EXIT ACCESS CORRIDORS AND EXIT WAYS - CLASS A OR B  
 MAXIMUM CORRIDOR WIDTH-TABLE 1020.2 FBC NFPA 38.2.3.2  
 44" MINIMUM WIDTH REQUIRED (COMPLIES) 36" IF SERVING LESS THAN 30 OCCUPANTS.

DEAD ENDS CORRIDORS (IF FIRE SPRINKLERED)  
 FBC 1020.4.2 NFPA 38.2.5.2 50 FT. MAXIMUM ALLOWED - COMPLIES  
 CORRIDOR FIRE RESISTANCE RATING-TABLE 1020.1 FBC  
 WITH SPRINKLER - 0 HOUR RATING REQUIRED  
 FOR TYPE B OCCUPANCY - OK

NFPA 38.2.8 EXIT LIGHTING  
 ILLUMINATION OF MEANS OF EGRESS SHALL BE PER SECTION 7.8. REFER TO ELECTRICAL PLANS FOR LOCATIONS OF LIGHTS AND EXIT LIGHTS.

FBC TABLE 1004.1.2

**OCCUPANT LOAD**

|           |                          |               |
|-----------|--------------------------|---------------|
| 1ST FLOOR | BUSINESS: 53,436 + 150 = | 64 OCCUPANTS  |
| 1ST FLOOR | MUSTER + 15 =            | 150 OCCUPANTS |
| 1ST FLOOR | CHAMBERS PER SEAT =      | 56 OCCUPANTS  |
| 1ST FLOOR | VENDING + 15 =           | 218 OCCUPANTS |
| 2ND FLOOR | BUSINESS: 92,611 + 150 = |               |

OCCUPANCY CLASSIFICATION - BUSINESS - 1 OCCUPANT / 15 SF.

FIRE CODE ANALYSIS: FLORIDA FIRE PREVENTION CODE 7TH EDITION (2021) NFPA 1 AND 101 (2021)  
 SQUARE FEET: 94,661 SF  
 NUMBER OF STORIES: 2  
 NFPA 101 OCCUPANCY TYPE: CHAPTER 39 EXISTING BUSINESS  
 OCCUPANT LOAD: NO CHANGE  
 TRAVEL DISTANCE TO EXIT: 94 FT (NFPA 101:39.2.6.3-300 FT)  
 COMMON PATH: 45 FT (NFPA 101:39.2.5.3) - 100 FT  
 ILLUMINATION OF MEANS OF EGRESS PROVIDED (NFPA 101:39.2.8)  
 EMERGENCY LIGHTING PROVIDED ON DRAWING E2 (NFPA 101:39.2.9)  
 MARKING OF MEANS OF EGRESS PROVIDED (NFPA 101:39.2.10)  
 DETECTION, ALARM AND COMMUNICATION SYSTEM: YES  
 EXTINGUISHMENT REQUIREMENTS: YES  
 NFPA 90A:6.4 HVAC CFM REQUIRED IN SMOKE DUCTS-PROVIDE  
 SEPARATE PERMITS REQUIRED FOR PROJECTS DUE TO REMODEL  
 FIRE ALARM/ACCESS CONTROL CARD READER  
 SPRINKLER SYSTEM

TOTAL: 845 OCCUPANTS

**SYMBOLS LEGEND**

|     |  |
|-----|--|
| ⊙   | EXISTING EXIT LIGHT  |
| ⊙   | NEW EXIT LIGHT   |
| ⊙   | EXISTING FIRE EXTINGUISHER CABINET WITH CLASS 2-A10BC EXTINGUISHER |
| --- | EXIT ACCESS  |
| ⊙   | EXISTING FIRE ALARM HORN/STROBE                                    |
| ⊙   | EXISTING FIRE ALARM PULL STATION                                   |

**LIFE SAFETY PLAN**  
 SCALE: 1/16" = 1'-0" FIRST FLOOR

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 65 ROYAL PALM POINTE, SUITE "D"  
 VERO BEACH, FLORIDA 32960  
 PHONE: (772) 569-4520

**BB**  
 ARCHITECTS AND ASSOCIATES

SEAL: [Professional Seal]

John Binkley  
 Digitally signed by John Binkley  
 Date: 2023.05.16 14:04:59 -04'00'

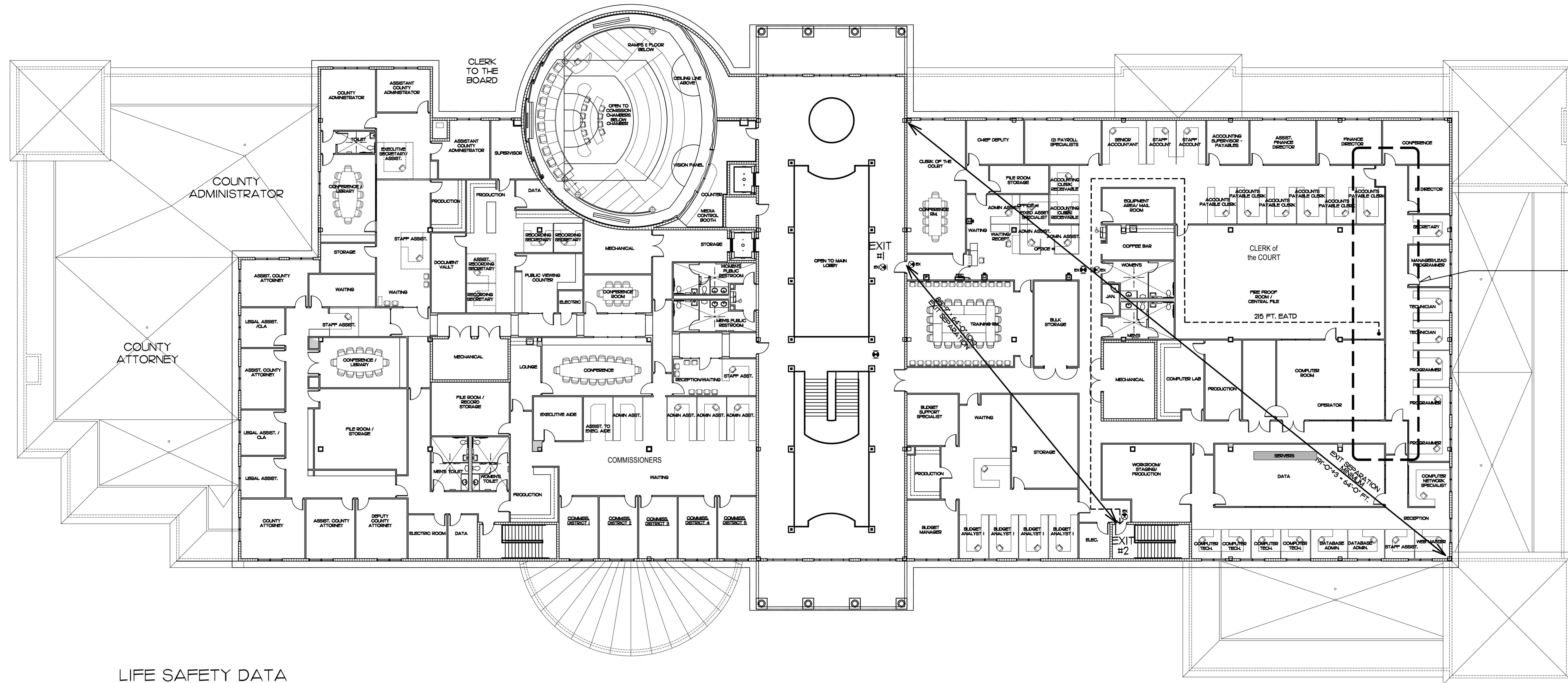
PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES  
 FOR: INDIAN RIVER COUNTY, FLORIDA  
 150 SOUTH STREET BUILDING A  
 VERO BEACH, FL 32960

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COMM. NO: 030622VB  
 DATE: AUGUST 24, 2022  
 BY: LJD  
 CH'KD: JFB

SHEET NO.  
**LS-1**  
 OF TWO



**LIFE SAFETY DATA**

**FLORIDA BUILDING CODE 2020 SEVENTH EDITION**  
 FBC 306 OCCUPANCY CLASSIFICATION "B" BUSINESS

**APPLICABLE CODES:**

- A. FLORIDA BUILDING CODE 2020 SEVENTH EDITION
- B. NFPA 101 LIFE SAFETY CODE 6TH EDITION 2018
- C. MECHANICAL CODE (FBC 2020)
- D. PLUMBING CODE (FBC 2020)
- E. ENERGY CONSERVATION CODE (FBC 2020)
- F. NATIONAL ELECTRICAL CODE, 2017 EDITION
- G. ACCESSIBILITY CODE (FBC 2020)

**PROJECT DESCRIPTION**

THIS PROJECT IS AN INDIAN RIVER COUNTY ADMINISTRATIVE OFFICE BUILDING INTERIOR SECURITY UPGRADE REMODEL FOR THE IT DEPARTMENT.

**FBC 602.3 CONSTRUCTION TYPE**  
 TYPE III A CONSTRUCTION - EXTERIOR WALLS ARE OF NONCOMBUSTIBLE MATERIALS AND THE INTERIOR BUILDING ELEMENTS ARE OF ANY MATERIAL PERMITTED BY THIS CODE

**BUILDING DATA**  
 TOTAL BUILDING AREA : 94,661 SF.  
 OCCUPANCY - TYPE "B" BUSINESS  
**FBC TABLE 506.2**  
 TYPE III A SPRINKLERED SM  
 ALLOWABLE BUILDING AREA - 85,500 SF.  
 AREA PROPOSED: 1ST AND 2ND FLOOR - 94,661 SF. ACTUAL  
 \*WITH OPEN AREA MODIFICATION PER FBC 506.3 \* 165,656 SF. ALLOWABLE (OK)  
 I<sub>p</sub> (F/P-O.25) W/30  
 I<sub>p</sub> (I270/I270-O.25) W/30  
 I<sub>p</sub> (L75) 30/30  
 I<sub>p</sub> (L75) 1  
 I<sub>p</sub> (L75) .75  
 I<sub>p</sub> (L75 X 94,661 SF. \* 165,656 SF. (OK)

**NUMBER OF EXITS**  
**FBC TABLE 1006.3.2** - SECOND FLOOR 218 OCCUPANTS  
 TWO EXITS REQUIRED  
**FIRST FLOOR 627 OCCUPANTS - THREE EXITS REQUIRED**  
**TABLE 1006.2.1** - THREE EXITS OR EXIT ACCESS DOORWAYS FROM ANY SPACE SHALL BE PROVIDED WHERE THE DESIGN OCCUPANT LOAD OR THE COMMON PATH OF TRAVEL DISTANCE EXCEEDS THE VALUES LISTED IN 1006.2.1 (100 FT. MAX COMMON PATH OF TRAVEL DISTANCE)

**COMMON PATH OF TRAVEL**  
**NFPA 38.5.3.1** COMMON PATH OF TRAVEL SHALL NOT EXCEED 100 FT. IN A FULLY SPRINKLERED BUILDING COMPLIES

**FBC 1007.1**  
**NFPA 7.5.1.3.3**

**EXIT AND EXIT ACCESS DOORWAY CONFIGURATION**  
 WHERE A BUILDING IS EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM IN ACCORDANCE WITH 1007.1 THE SEPARATION DISTANCE SHALL BE NOT LESS THAN ONE THIRD OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE AREA SERVED  
 DIAGONAL DISTANCE 191 FT. / 3 \* 63.6 FT. MINIMUM EXIT SEPARATION - 88'-9" PROVIDED - COMPLIES

**FBC 1017 TRAVEL DISTANCE LIMITATIONS (TABLE 1017.2)**  
**EXIT ACCESS TRAVEL DISTANCE (E.A.T.D.)** MAX. 300 FEET IN A SPRINKLERED BUILDING. MAX. EATD PROVIDED IS LESS THAN 300 FT. (OK)

**NFPA 38.2.6.3 TRAVEL DISTANCE TO EXITS**  
 TRAVEL DISTANCE SHALL BE MEASURED PER SECTION 7.6  
 TRAVEL DISTANCE SHALL NOT EXCEED 300 FT. MAX. PROVIDED - COMPLIES

**FBC 1010.1.0**

**EXIT DOORS** - PANIC HARDWARE IS REQUIRED IF OCCUPANTS SERVING EXITS EXCEEDS 50 PEOPLE.

**FBC TABLE 803.11**  
**NFPA 38.3.3.2.1**

**INTERIOR FINISHES** - GROUP B, EXIT ACCESS CORRIDORS AND EXIT WAYS - CLASS A OR B  
**MAXIMUM CORRIDOR WIDTH-TABLE 1020.2 FBC NFPA 38.2.3.2**  
 44" MINIMUM WIDTH REQUIRED (COMPLIES) 36" IF SERVING LESS THAN 30 OCCUPANTS.

**DEAD ENDS CORRIDORS (IF FIRE SPRINKLERED)**  
**FBC 1020.4.2 NFPA 38.2.5.2** 50 FT. MAXIMUM ALLOWED - COMPLIES  
**CORRIDOR FIRE RESISTANCE RATING-TABLE 1020.1 FBC**  
 WITH SPRINKLER - 0 HOUR RATING REQUIRED FOR TYPE B OCCUPANCY - OK

**NFPA 38.2.8 EXIT LIGHTING**  
 ILLUMINATION OF MEANS OF EGRESS SHALL BE PER SECTION 7.8. REFER TO ELECTRICAL PLANS FOR LOCATIONS OF LIGHTS AND EXIT LIGHTS.

**FBC TABLE 1004.1.2**

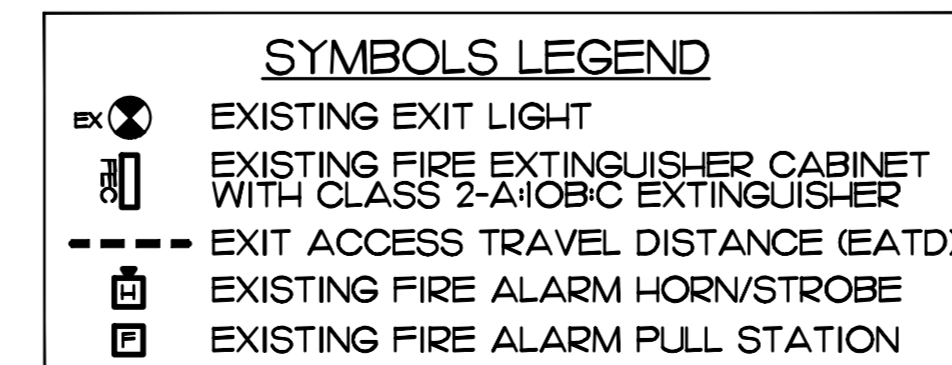
**OCCUPANT LOAD**

|                           |                |               |
|---------------------------|----------------|---------------|
| 1ST FLOOR BUSINESS        | 53,436 ± 150 = | 357 OCCUPANTS |
| 1ST FLOOR MUSTER          | + 15 =         | 64 OCCUPANTS  |
| 1ST FLOOR CHAIRS PER SEAT | =              | 150 OCCUPANTS |
| 1ST FLOOR VENDING ± 15 =  |                | 56 OCCUPANTS  |
| 2ND FLOOR BUSINESS        | 32,611 ± 150 = | 218 OCCUPANTS |

OCCUPANCY CLASSIFICATION - BUSINESS - 1 OCCUPANT / 15 SF.

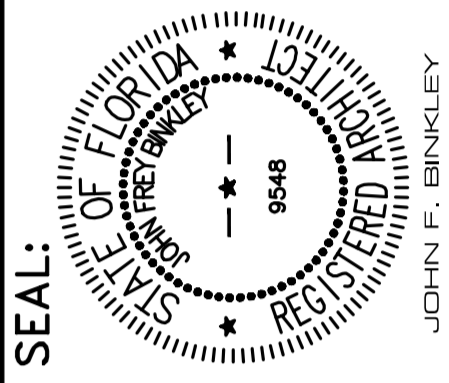
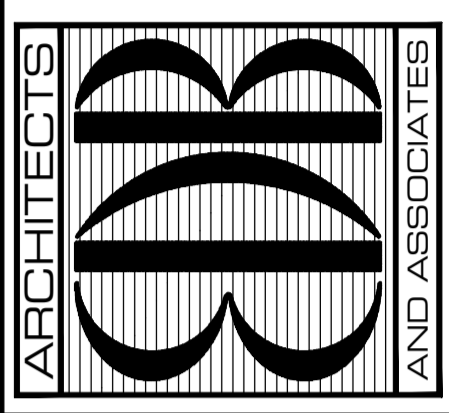
**FIRE CODE ANALYSIS:** FLORIDA FIRE PREVENTION CODE 7TH EDITION (2021) NFPA 1 AND 101 (2021)  
 SQUARE FEET: 94,661 SF  
 NUMBER OF STORIES: 2  
 NFPA 101 OCCUPANCY TYPE: CHAPTER 39 EXISTING BUSINESS  
 OCCUPANT LOAD: NO CHANGE  
 TRAVEL DISTANCE TO EXIT: 94 FT (NFPA 101:39.2.6.3-300 FT)  
 COMMON PATH: 45 FT (NFPA 101:39.2.5.31 \* 100 FT)  
 ILLUMINATION OF MEANS OF EGRESS: PROVIDED (NFPA 101:39.2.8)  
 EMERGENCY LIGHTING PROVIDED ON DRAWING E2 (NFPA 101:39.2.9)  
 MARKING OF MEANS OF EGRESS PROVIDED (NFPA 101:39.2.10)  
 DETECTION, ALARM, AND COMMUNICATION SYSTEM: YES  
 EXTINGUISHMENT REQUIREMENTS: YES  
 NFPA 90A:6.4 HVAC CFM PROVIDED IN SMOKE DUCTS-PROVIDE  
 SEPARATE PERMITS REQUIRED FOR PROJECTS DUE TO REMODEL  
 FIRE ALARM/ACCESS CONTROL CARD READER  
 SPRINKLER SYSTEM

TOTAL : 845 OCCUPANTS



**LIFE SAFETY PLAN**  
 SCALE: 1/16" = 1'-0" SECOND FLOOR

EDLUND · DRITENBAS · BINKLEY  
 ARCHITECTS AND ASSOCIATES, P.A.  
 AR-AA C000886  
 65 ROYAL PALM POINTE, SUITE "D"  
 VERO BEACH, FLORIDA 32960  
 PHONE: (772) 569-4520



John Binkley  
 Digitally signed by John Binkley  
 Date: 2023.05.16 14:05:53 -04'00'

PROJECT: IRC ADMIN-I.T. SECURITY UPGRADES  
 FOR: INDIAN RIVER COUNTY, FLORIDA  
 150 SOUTH STREET, BUILDING A  
 VERO BEACH, FL 32960

| NO. | DATE | REVISIONS |
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COMM. NO: 030622VB  
 DATE: AUGUST 24, 2022  
 BY: LJD  
 CH'KD: JFB

SHEET NO.  
**LS-2**  
 OF TWO