



Indian River County Purchasing Division

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

Invitation to Bid

Project Name: **EGRET MARSH SLIDE GATE REPLACEMENT PROJECT**
Bid #: 2021035
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: N/A

Bid Opening Date: **MARCH 31, 2021**
Bid Opening Time: **2:00 P.M.**

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

PLEASE SUBMIT:
(1) ONE MARKED ORIGINAL,
(1) COPY OF YOUR BID, AND
ONE ELECTRONIC COPY AS A SINGLE PDF ON USB, CD OR EMAILED TO
PURCHASING@IRCGOV.COM PRIOR TO THE BID OPENING DATE AND TIME.

Refer All Questions to:
Email: purchasing@ircgov.com

ADVERTISEMENT FOR BID

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

Bid #2021035
Egret Marsh Slide Gate Replacement Project

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

Deadline for receipt of bids has been set for **2:00 P.M. on March 31, 2021**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A pre-bid conference will not be held, however bidders will be allowed access to the Project site at 10:00 AM on March 18, 2021 to observe the facility and inspect the work area.

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

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

PURCHASING MANAGER
INDIAN RIVER COUNTY

This Bid has not been published in a newspaper, but is available on DemandStar

Date: Wednesday, March 10, 2021

Instructions to Bidders

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) 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, other than Automobile</p> <p>\$1,000,000.00 Combined single limit for Bodily Injury and Property Damage</p>	<p>Commercial General</p> <p>A. Premises / Operations</p> <p>B. Independent Contractors</p> <p>C. Products / Completed Operations</p> <p>D. Personal Injury</p> <p>E. Contractual Liability</p> <p>F. Explosion, Collapse, and Underground Property Damage</p>
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<p>Automobile</p> <p>\$1,000,000.00 Combined single limit Bodily Injury and Damage Liability</p>	<p>A. Owner Leased Automobiles</p> <p>B. Non-Owned Automobiles</p> <p>C. Hired Automobiles</p> <p>D. Owned Automobiles</p>
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- **Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the Contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

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. There are no permit, impact, or inspection fees required for the Work to be performed under this contract.

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. The bid forms shall not be recreated. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten or recreated bid forms.** Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. Electronic bids emailed to purchasing@ircgov.com should have the subject "Sealed Bid 2021035" so that it will not be inadvertently read or opened prior to the bid opening date and time. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

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 27th Street, Vero Beach, FL 32960," on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be 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.

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 seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

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.

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) 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 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.

Made In U.S.A.: Indian River County prefers materials and goods to be made in the U.S.A.

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.

End of General Terms and Conditions

Specifications

Scope

This project involves removing up to six existing slide gates and replacing them with up to six new slide gates at Egret Marsh Stormwater Park and Nature Preserve (Egret Marsh). Egret Marsh is an active regional stormwater and canal water pollution reduction facility that uses algae to remove harmful nutrients from the water. The onsite Work must be completed as rapidly as possible and no later than fifteen consecutive days once Work begins.

Egret Marsh must remain under operation during the construction process. The CONTRACTOR is responsible for damming off the work areas and pumping down or otherwise protecting the work areas from water intrusion as necessary to perform the Work. Egret Marsh's harvest rake inlet channels and effluent channel are designed such that if flow through slide gates #1, #2, and #3 is shut off, the area behind the gates can be pumped down to below the inlet throats. To dry the work area in front of gates #1 and #2, sections of the harvest rake inlet channels must be blocked off between the gates and the channel side overflow weirs. To dry the work area in front of gate #3, the harvest rake effluent channel must be blocked off between the gate and the western harvest rake influent channel side overflow weir. The CONTRACTOR may use any nondestructive method of its choice to accomplish this such as sandbags, etc. Once the dams are constructed, water from the algal turf scrubber will overflow the two side weirs and flow to the lake system. Water into the algal turf scrubber (ATS) may be shutoff for a maximum of one hour per event (i.e. influent pump off for one hour), two times per day, once in the morning and once in the afternoon. When the influent pump is shut off, it will take about twenty minutes for most of the flow to stop entering the harvest rake inlet channels. Once the pump is restarted, it will take approximately 20 minutes for the new flow to reach the harvest rake inlet channels. After slide gates #1, #2, and #3 are installed and operable, they may be closed, the dams removed and gates #4, #5, and #6 may be isolated by pumping down the water in the harvest rake area as necessary.

Contractor's Experience

The CONTRACTOR shall have a minimum ten-year experience in installing similar equipment and shall provide with its Bid, a list of five similar installations with a description of each, the cost, and contact information.

Drawings and Information

Drawings and information related to the slide gate replacements are presented in Attachment "D" at the end of this document.

Technical Specifications

Technical Specifications for the Work are presented in Attachment "A."

Payment

Because of the short time frame for completion of this Project, payment will be made at the end of the Work via one pay request. Payment for the Work will be on a lump sum basis for each slide gate installed and accepted. The lump sum payment for each slide gate will be full compensation for all Work discussed or implied herein, including but not limited to furnishing all mobilization/demobilization; insurance; labor; tools; equipment; material; supplies; fuel, appurtenances; carefully and neatly removing the existing slide gates and filling all resulting holes, etc. in the concrete structures; furnishing, installing, and testing the new slide gates; services of manufacturer's representative; cleanup; etc.

Invoicing

A single application for payment shall be submitted to the County for this Project, which shall be submitted after satisfactory completion of the Work. Direct the invoice to Indian River County Stormwater Division. Use the "Contractor's Final Application for Payment for the Egret Marsh Slide Gate Replacement Project" form (Attachment "B") included herein. Complete "Contractor's Final Certification of the Work" form (Attachment "C") and submit it with the pay request along with all required final lien releases.

Performance

Perform all authorized Work promptly and diligently in a good, proper, and workmanlike manner in accordance with these Specifications. CONTRACTOR, in doing the Work, shall have the freedom to perform the authorized Work by such means and in such a manner as it may choose within the limits of these Specifications and times specified. CONTRACTOR's employees shall not be deemed employees of the County for any purposes whatsoever.

Safety

Conduct all Work in such a manner as to avoid damage to adjacent structures or facilities. Immediately repair or pay for any damage caused.

PROJECT REQUIREMENTS

The following agencies have permitting jurisdiction over the project site: Indian River County.

Bidder must possess a license allowing them to perform this type of Work in Indian River County.

End of Technical Specifications

Bid Form

Egret Marsh Slide Gate Replacement Project

Bid #: 2021035

Bid Opening Date and Time: MARCH 32, 2021 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date

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

Item	Unit Price	Unit	Quantity	Total
1. Remove existing Slide Gate #1 and install new Slide Gate #1	\$	Lump Sum	1	\$
2. Remove existing Slide Gate #2 and install new Slide Gate #2	\$	Lump Sum	1	\$
3. Remove existing Slide Gate #3 and install new Slide Gate #3	\$	Lump Sum	1	\$
4. Remove existing Slide Gate #4 and install new Slide Gate #4	\$	Lump Sum	1	\$
5. Remove existing Slide Gate #5 and install new Slide Gate #5	\$	Lump Sum	1	\$
6. Remove existing Slide Gate #6 and install new Slide Gate #6	\$	Lump Sum	1	\$
Total Bid Price				\$

Total Bid Price in Words

Project completion time after material is delivered to site and Work commences: Fifteen (15) DAYS

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

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

Qualifications Questionnaire

1. How many years has your organization been providing these type of services? _____
2. List License Number and Type of License allowing firm to do this type of Work in Indian River County: _____

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

Year filed	Case number	Venue	Description

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

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

(Name of Business)

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

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

Company Name

Bidder's Signature

Date: _____

Affidavit of Compliance

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

Indian River County Bid # 2021035 for Egret Marsh Slide Gate Replacement Project.

We DO NOT take exception to the Bid / Specifications.

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

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax: _____

E-mail: _____

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

(Typed / Printed)

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

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2021035 for Egret Marsh Slide Gate Replacement Project.

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.

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

(This form MUST be submitted with your bid)

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Sample Agreement

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

ARTICLE 1 - WORK

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

This project involves removing up to six existing slide gates and replacing them with up to six new slide gates at Egret Marsh Stormwater Park and Nature Preserve (Egret Marsh).

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: EGRET MARSH SLIDE GATE REPLACEMENT PROJECT
Bid Number: 2021035
Project Address: 7295 4TH Street, Vero Beach, FL 32968

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 15th day after the date when all material arrives at the job site.

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 *Method of Payment*

- A. Due to the short duration allocated for this project, the OWNER shall make only one payment for the entire amount of the contract when the Work has been completed. Upon a determination of satisfactory completion, the OWNER's Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the OWNER in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

5.02 *Acceptance of Final Payment as Release*

- B. 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) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

ARTICLE 8 - CONTRACT DOCUMENTS

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 2021035;
 - (6) Addenda (numbers to , inclusive);
 - (7) CONTRACTOR'S Bid Form, completed (Exhibit 1);
 - (8) Bid Bond;

- (9) Specifications;
- (10) Qualifications Questionnaire;
- (11) Drug Free Workplace Certification Form;
- (12) Affidavit of Compliance;
- (13) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (14) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (15) Certification Regarding Lobbying;
- (16) Attachment A – Technical Specifications;
- (17) Attachment B – Contractor’s Final Application for Payment for the Egret Marsh Slide Gate Replacement Project;
- (18) Attachment C – Contractor’s Final Certification of the Work;
- (19) Attachment D – Drawings and Information Related to the Slide Gate Replacements;
- (20) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

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

9.06 *Public Records Compliance*

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

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

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

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

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

ARTICLE 10 – FEDERAL CLAUSES - This Article is not applicable for this Contract.

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:** OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue

the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

(1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,

(2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.

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

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

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

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

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

This Agreement will be effective on _____, 2021 (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 E. Flesher, Chairman

By: _____
(Contractor)

By: _____
Jason E. Brown, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Address for giving notices:

Jeffrey R. Smith, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk
(SEAL)

Agent for service of process: _____

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Email: _____

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

Phone: _____
Email: _____

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

Exhibit 1 to the Agreement – Pricing

PUBLIC CONSTRUCTION BOND

INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

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

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

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

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

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

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY NAME: _____

**SURETY PRINCIPAL
BUSINESS ADDRESS:** _____

SURETY PHONE NO: _____

OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE NO: _____

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

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____
(If applicable)

DESCRIPTION OF WORK: _____

PROJECT LOCATION: _____

LEGAL DESCRIPTION: _____
(If applicable)

FRONT PAGE

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

PUBLIC CONSTRUCTION BOND

Bond No. _____
(enter bond number)

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

DATED ON _____,

(Name of Principal)

By _____
(As Attorney in Fact)

(Name of Surety)

Attachment A – Technical Specifications

SECTION 01330

REQUIRED SUBMITTALS

1.1 GENERAL

- A. Submit Record Drawings, design drawings, calculations, certifications, photographs and video tapes, pay requests, change orders, construction schedules, etc., as required or inferred by these Contract Documents.

1.2 DESCRIPTION OF REQUIREMENTS

- A. The individual submittal requirements are specified in the applicable Section for each unit of work. Unless otherwise noted, submit each item of work-related submittal to the ENGINEER for review prior to purchase. The ENGINEER's review of work-related submittals is for general conformance with the design concept and the Contract Documents.
- B. Definitions: The work-related submittals of this Section, in addition to the definitions in the General Conditions and elsewhere in the Contract Documents, are defined as follows:
1. Shop Drawings are defined in Section 01340.
 2. Product Data is defined in Section 01340.
 3. Samples are defined in Section 01340.
 4. Design Drawings are defined in Section 01340.
- C. Miscellaneous submittals related directly to the Work (non-administrative) include but are not limited to warranties, guarantees, maintenance agreements, workmanship bonds, project photographs/videos, survey data and reports, physical work records, statement of applicability, quality testing and certifying reports, copies of industry standards, record drawings, parts list, operating and maintenance materials, overrun stock, security/protection/safety/keys and similar information and items, devices and materials applicable to the Work and not defined as shop drawings, product data, samples, and design drawings.

1.3 GENERAL SUBMITTAL REQUIREMENTS

- A. Coordination and Sequencing: Coordinate the preparation and processing of submittals with the performance of the Work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals. Do not proceed with purchasing, fabrication, or delivery of work related to a submittal until the submittal procedure has been successfully completed.
- B. Preparation of Submittals: Provide permanent marking on each submittal to identify it by project, date, Contractor, subcontractor, submittal name, and similar information to distinguish it from other submittals. Show CONTRACTOR's approval marking and provide space for review marking. Package each submittal individually and appropriately for transmittal and handling. Submittals that are received from sources other than the CONTRACTOR's office will be returned without review.

1.4 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS: WORK-RELATED AND MISCELLANEOUS SUBMITTALS

- A. General: Except as otherwise indicated in individual work sections, comply with the general requirements specified for each indicated category of submittal. Provide and process intermediate submittals (where required between initial and final) similar to initial submittals.
- B. Shop Drawings: Provide newly-prepared information, show dimensions, and note those based on field measurements, identify materials and product in the work shown, indicate compliance with standards and special coordination requirements. Do not allow shop drawing copies without appropriate final review markings by the ENGINEER to be used in connection with the Work. Submit shop drawings as outlined in Section 01340 of these specifications.
- C. Design Drawings: Prepare design drawings as specified elsewhere herein and signed and sealed by a registered professional engineer licensed to practice in the state of Florida.
- D. Warranties: Refer to individual sections for specific general requirements on the submittal of warranties, guarantees, product/workmanship bonds, and maintenance agreements which are uniquely prepared and executed for the project. Furnish two executed copies, except furnish two additional (conformed) copies where required for maintenance manuals.

1.5 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS: ADMINISTRATIVE SUBMITTALS

- A. Affidavits: Submit affidavits from each subcontractor and supplier with the Final Payment Request.
- B. Pay Requests: Submit all pay requests as outlined in the Contract Documents.
- C. Change Orders: Submit change order requests in accordance with the Contract Documents.
- D. CONTRACTOR's Close-Out Submittals: Refer to Section 01810 - "Project Closeout".

+ + END OF SECTION + +

SECTION 01340

SUBMITTAL OF SHOP DRAWINGS AND DESIGN DRAWINGS

1.1 SCOPE

- A. Submit shop drawings, product data, design drawings, and samples as required by or inferred by the Drawings and Specifications.

1.2 SHOP DRAWINGS

- A. Shop drawings are original drawings, prepared by the CONTRACTOR, a subcontractor, supplier, or distributor, that illustrate some portion of the Work; showing fabrication, layout, setting, or erection details. Shop drawings include but are not limited to custom-prepared data of all forms including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form applicable to other projects.
- B. Shop drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Drawings.

1.3 DESIGN DRAWINGS

- A. Design drawings are original drawings, prepared by a Florida licensed professional engineer or other appropriately licensed design professional for the CONTRACTOR, a subcontractor, supplier, or distributor, that illustrate some portion of the work; showing fabrication, layout, setting, or erection details.
- B. Design drawings shall be prepared by a qualified, appropriately licensed professional and shall be identified by reference to specification section number, sheet, and detail numbers on the Drawings. Design drawings include but are not limited to items such as details, materials, products, dimensions, and installation hardware and equipment. Also included are all installation and operation details and requirements.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. The CONTRACTOR's responsibilities for submittal of shop drawings, product data, design drawings, and samples are set forth in Section 01330 and as further explained herein.
- B. Prior to submission, thoroughly check shop drawings and design drawings for completeness and for compliance with the Contract Documents, verify all dimensions and field conditions, and coordinate the submittals with the requirements for other related work. Review each submittal before submitting it to the ENGINEER, to determine that it is acceptable in terms of the means, methods, techniques, sequences, and operations of construction, safety precautions, and programs incidental thereto, all of which are the CONTRACTOR's responsibility.
 - 1. It is CONTRACTOR'S responsibility to review submittals made by its suppliers and Subcontractors before transmitting them to ENGINEER to assure proper coordination of the Work and to determine that each submittal is in accordance with its desires and that there is sufficient

information about materials and equipment for ENGINEER to determine compliance with the Contract Documents.

2. Incomplete or inadequate submittals will be returned for revision without review.
- C. The CONTRACTOR's responsibility for errors and omissions in submittals is not relieved by the ENGINEER's review of submittals. The CONTRACTOR shall approve the submittals based on his in-the-field measurements, prior to submittal to the ENGINEER for his review.
- D. In the submittal cover letter, notify the ENGINEER, in writing at the time of submission, of deviations in submittals from the requirements of the Contract Documents. The CONTRACTOR's responsibility for deviations in submittals from the requirements of the Contract Documents is not relieved by the ENGINEER's review of submittals, unless the ENGINEER gives written acceptance of specific deviations.
- E. Begin no work that requires submittals until return of submittals with the ENGINEER's stamp and initials or signature indicating the submittal has been reviewed and marked "No Exception Taken" or "Make Corrections Noted" or similar language.

1.5 SUBMITTAL REQUIREMENTS AND ENGINEER'S REVIEW

- A. Email PDFs of shop drawings to the OWNER's ENGINEER or other individual designated by the OWNER. In the email subject line type: "EGRET MARSH SLIDE GATE REPLACEMENT PROJECT: SHOP DRAWING SUBMITTAL NO. ____." The ENGINEER or designated individual will reply with submittal review comments via email.
- B. The following transmittal form shall accompany each submittal. If data for more than one Section of the Specifications is submitted, a separate transmittal form shall accompany the data submitted for each Section.

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

- C. All submittals shall bear the signature of CONTRACTOR as evidence that the CONTRACTOR has reviewed them. Submittals without this signature will not be reviewed by the ENGINEER and will be returned to CONTRACTOR.
- D. Assign a number to each submittal starting with No. 1 and thence numbered consecutively. Identify resubmittals by the original submittal number followed by the suffix "A" for the first resubmittal, the suffix "B" for the second resubmittal, etc.
- E. After ENGINEER completes his review, submittals will be marked with one of the following notations (or similar):
 - 1. No Exception Taken
 - 2. Make Corrections Noted
 - 3. Rejected
 - 4. Revise And Resubmit
 - 5. Submit Specified Item
- G. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted" (or similar language).
- H. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted" (or similar language), the OWNER does not object to the CONTRACTOR ordering, shipping, or fabricating the materials included on the submittal, provided it is in accordance with all corrections indicated and the CONTRACTOR has determined no other corrections are needed.
- I. If a submittal is unacceptable it will be returned to CONTRACTOR with one of the following notations (or similar language):
 - 1. "Rejected"
 - 2. "Revise and Resubmit" or
 - 3. "Submit Specified Item"
- J. Upon return of a submittal marked "Revise and Resubmit" (or similar language), make the corrections indicated and repeat the initial approval procedure.
- K. The "Rejected" (or similar language) notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, repeat the initial approval procedure utilizing acceptable material or equipment.
- L. Upon return of a submittal marked "Submit Specified Item" (or similar language), resubmit using the specified item and repeat the initial approval procedure.
- M. Any related Work performed or equipment installed without return of a submittal marked "No Exception Taken" or "Make Corrections Noted" (or similar language) will be at the sole responsibility and risk of the CONTRACTOR.
- N. Submit all information well in advance of the need for the material or equipment for construction and prior to purchasing the material or equipment, and with ample allowance for the time required to make delivery of material or equipment after data covering such is approved. CONTRACTOR shall assume the risk for all materials or equipment fabricated or delivered prior to the approval of submittals. Installed

materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.

- O. ENGINEER will review and process all submittals promptly, but a reasonable time shall be allowed for this, for the submittals being revised and resubmitted, and for time required to return the reviewed submittals to CONTRACTOR.

- P. Furnish required submittals with complete information and accuracy in order to achieve required acceptable review of an item within three submittals. All costs to ENGINEER involved with review of subsequent submittals will be backcharged to CONTRACTOR in accordance with the General Conditions. If CONTRACTOR requests a substitution for a previously approved item, all of ENGINEER'S costs in reviewing the substitution will be backcharged to CONTRACTOR unless the need for such substitution is beyond the control of CONTRACTOR.

+ + END OF SECTION + +

SECTION 01810

PROJECT CLOSEOUT

1.1 DESCRIPTION OF REQUIREMENTS

- A. This Section of the Contract Documents is provided for the purpose of guiding the CONTRACTOR's project closeout requirements and it is not intended to be all inclusive. Closeout is defined to include the general requirements near the end of the Contract Time, in preparation for final acceptance, final payment, normal termination of the Contract, occupancy by the OWNER, and similar actions evidencing completion of the Work.

1.2 MINIMUM INFORMATION REQUIRED FOR FINAL ACCEPTANCE OF THE CONTRACT

- A. Information required to accompany the Final Application for Payment (except as previously delivered) includes, but may not be limited to:
1. All information required by the Contract Documents.
 2. Final payment request.
 3. Final releases and supports from all subcontractors and suppliers not previously submitted and accepted.
 4. Certificates of insurance for products and completed operations.
 5. Updated final statement, accounting for additional changes to the Contract Sum.
 6. Certified copy of OWNER's final punch list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by the OWNER's Project Representative.
 7. Contractor's Final Certification of the Work.
 9. Operating and Maintenance Manuals and Instructions.
 10. Warranties – See Section 01830.
 11. Spare Parts, Parts Lists, and Maintenance Materials and Manuals.
 12. All test certificates and/or affidavits requested by the ENGINEER.
 13. Various submittals required in Section 11016.

1.3 CLOSEOUT PROCEDURES

- A. General Operating/Maintenance Instructions: Provide basic instructions for proper operation and maintenance of the slide gates. Include instructions by manufacturer's representatives as appropriate. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, cleaning, and similar procedures and facilities.

+ + END OF SECTION + +

SECTION 01830

BONDS AND EQUIPMENT WARRANTIES

1.1 BONDS

- A. Prepare and submit the required Bonds required by the Contract Documents.

1.2 EQUIPMENT WARRANTIES

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. Unless otherwise required by the Contract Documents, the manufacturer's warranty period shall be for a period of one year and shall run concurrent with the CONTRACTOR's warranty, commencing at the time of final acceptance by the OWNER (defined as approval of the CONTRACTOR's Final Pay Request by the Indian River County Commission).
- B. Obtain certificates for equipment warranty for all major equipment. Major equipment is defined as equipment which has a 1 HP motor or larger, or which lists for more than \$1,000. The ENGINEER reserves the right to request warranties for equipment not classified as major. The CONTRACTOR shall still warrant equipment not considered by the OWNER to be "major" in the CONTRACTOR's one-year warranty period even though certificates of warranty may not be required.

++ END OF SECTION ++

SECTION 11016

SLIDE GATES

PART 1--GENERAL

1.1 DESCRIPTION:

- A. Furnish and install slide gates, operator, and all appurtenances. They shall be fabricated, assembled, and placed in proper operating condition in accordance with the equipment manufacturer's installation instructions and recommendations.

1.2 SUBMITTALS

- A. Submit shop drawings of the equipment in the quantities and format as specified within Sections 01330 and 01340.
- B. Submit signed and sealed engineering design calculations by a Florida professional engineer.

1.3 QUALITY ASSURANCE

- A. The manufacturer shall have five years experience in the production of substantially similar equipment, and shall show evidence of satisfactory operation in at least 10 installations. The manufacturer's shop welds, welding procedures and welders shall be qualified and certified in accordance with the requirement of the latest edition of AWS Sections D1.1, 1.2 and 1.6.
- B. All gates shall be fully shop assembled, adjusted, inspected, and tested for operation and leakage before shipment. There shall be no assembling or adjusting on the job site except for the lifting mechanism.

PART 2--PRODUCTS

2.1 SLIDE GATES

- A. Slide gates #1, #2, #3, #5, and #6 shall be In-Channel Type 316 stainless steel Model GH-45 Slide Gates and slide gate #4 shall be a Face Mounted Type 316 stainless steel Model GH-46 Slide Gate, all manufactured by Golden Harvest (863-382-2101, Fred Trippensee) or approved equal. All alternate submittals shall be compared with this Specification and approved or not approved accordingly. The gates and all hardware shall be Type 316 stainless steel.
- B. Gates and operators shall be supplied with all the necessary parts and accessories indicated on the Drawings, specified, or otherwise required for a complete, properly operating installation, and shall be the latest standard product of a manufacturer regularly engaged in the production of fabricated gates.
- D. The gates shall be manufactured in the United States.
- E. All gates and operators shall conform to the applicable requirements of AWWA-C561.
- F. All gate parts shall be a minimum 1/4" thick.

- G. Frame
1. Gate frame shall be designed for in-channel or face mounted installation as showing on the Drawings or gate schedule.
 2. The gate frame shall be Type 316 stainless steel and designed for maximum rigidity.
 3. The frame configuration shall be of the flush-bottom type and shall allow the replacement of the side seals without removing the gate frame from the wall.
- H. Slide - The slide shall consist of Type 316 stainless steel plate reinforced to limit deflection to $L/720$ of the gate span under the design head.
- I. Guides and Seals
1. The guides shall be provided with ultra-high molecular weight polyethylene (UHMW) seats on both sides of the slide and shall be of such length as to retain and support at least two thirds ($2/3$) of the vertical height of the slide in the fully open position. Guide frame shall not weigh less than 9 lbs. per foot.
 2. Seals shall be frame mounted. Seals shall be resilient neoprene of the P or J-bulb type with a Type 316 stainless steel retainer bar. Seals shall be fully adjustable. Flat seal, winged UHMW and UHMW seals alone will not be considered. All gate must use P or J-bulb seals.
 3. The flush bottom resilient neoprene seal shall be mounted to the bottom member of the frame.
- J. Yoke - Gates shall be provided with a yoke to support the operating bench stand. The yoke shall be formed by two structural members welded at the top of the guides to provide a one-piece rigid frame. The maximum deflection of the yoke shall be $L/360$ of the gate span or $1/4"$, whichever is less.
- K. Stem and Couplings
1. The operating stem shall be Type 316 stainless steel designed to transmit in compression at least 2 times the rated output of the operating mechanism with a 40-pound effort on the operating device. Tube or pipe stem sections will not be considered.
 2. Gates having a width equal to or greater than two times their height shall be provided with two geared lifting mechanisms interconnected by shaft and flexible jaw-type couplers.
 3. The stem shall have a slenderness ratio (L/R) less than 200. The threaded portion of the stem shall have Acme type cold rolled threads with a maximum surface of 16 micro-inches.
 4. Stems in more than one piece shall be joined together by solid Type 316 stainless steel couplings.
- L. Stem Guides - Stem guides shall be fabricated from Type 316 stainless steel and equipped with a UHMW PE bushing. Guides shall be adjustable and spaced in accordance with the manufacturer's recommendation. The L/R ratio shall not be greater than 200.
- M. Stem Cover - Rising stem gates shall be provided with a clear butyrate plastic stem cover. The stem cover shall have a cap and condensation vents and a clear Mylar position indicating tape. The tape shall be field applied to the stem cover after the gate has been installed and positioned.
- N. Operators
1. The gates shall be operated with a portable drill. Install heavy-duty nuts for drill operation and provide appropriate drill attachment to connect drill to nut on gate (quantity = three). Provide

two hand wheels that will also operate the gates. Mount all gate operators so that hand wheel/drill nut faces the individual operating the gate, similar to the existing gates.

2. Gearboxes shall be provided when required to maintain the operating force below 40 lb. All bearings and gears shall be totally enclosed in a weather tight housing. Operator housing shall be cast steel or cast iron.

O. **Hydraulic Head** – The gates shall be capable of withstanding the following minimum hydraulic heads without exceeding allowable leakage:

1. Gates #1, #2, #3, and #4 = 3.5 feet both sides.
2. Gates #5 and #6 = 2' both sides.

P. **Materials**

Part	Material
Slide, Spigot, Frame, Stiffener, Yoke, Guide Angle, Stem Guide	Stainless steel Type 316L ASTM A-276 / A-240
Gate Seals	Resilient Neoprene ASTM D-2000
Guide Liner, Stem Guide Bushing	Ultra High Molecular Weight Polyethylene ASTM D4020
Operating Stem, Stem Coupler	Stainless steel ASTM A-276, Type 316
Fasteners, Anchor Bolts	Stainless steel Type 316 ASTM - F593 / F594
Stem Cover	Butyrate ASTM D-2411
Lift Nut, Stop Nut	Manganese bronze ASTM B584

2.3 SLIDE GATE INFORMATION

Table 1 – Slide Gate Information**

Gate No.	Location	Channel Opening Width that the Gate is to Cover/Seal (from original construction drawings)	Gate Height	Type of Mount	Type of Operator
1	Eastern ATS effluent channel	2'-8" wide rectangular channel	4'-9"	In-Channel	Drill / Hand Wheel
2	Western ATS effluent channel	2'-8" wide rectangular channel	4'-9"	In-Channel	Drill / Hand Wheel
3	Harvest Rake effluent channel to Lake	4'-0" wide rectangular channel	4'-9"	In-Channel	Drill / Hand Wheel
4	Harvest Rake effluent channel to solids basin and wetland pond	3'-0" wide rectangular channel	4'-9"	In-Channel	Drill / Hand Wheel
5	Influent channel to wetland pond	3'-0" wide rectangular channel	3'-0"	In-Channel	Drill / Hand Wheel
6	Influent channel to solids basin	3'-0" wide rectangular channel	3'-0"	In-Channel	Drill / Hand Wheel

** Field verify all gate sizes and measurements prior to ordering gates.

PART 3—EXECUTION

3.01 INSTALLATION:

- A. Install the gate and accessories according to the manufacturer's recommendations. The gate shall be clean and free of construction debris. Lubricate stem threads prior to operating the gate. Adjust limit switches for electric motor (if provided) according to manufacturer's instructions.
- B. The Work involves removing existing cast-in-place slide gates and installing new slide gates. The existing gate channels are cast-in-place into the existing concrete structures. Remove all existing non-cast-in-place equipment and hardware and securely mount the new slide gates. Insure that the operating nuts for the drill/handwheel are easily accessible for operations personnel to easily and safely raise and lower the gates. Extend the operating nuts as necessary to accomplish this.
- C. Prior to ordering gates, field verify all measurements to insure proper fit in each respective location. The CONTRACTOR is solely responsible for making all accurate field measurements necessary to order gates and related appurtenances.

3.02 START-UP AND FIELD TEST

- A. Perform operating tests to demonstrate that the equipment operates in the manner intended under the supervision of the slide gate manufacturer's representative. Each gate shall be cycled for a minimum of 5 cycles to ensure smooth operation.
- B. Leakage - Each gate shall be tested for leakage in the presence of the ENGINEER and OWNER. The maximum allowable leakage for each slide gate is 0.05 gpm per foot of wetted perimeter at the rated head, seating or unseating. Furnish all labor, materials, tools, and equipment necessary to conduct field leakage tests, including pumping equipment to dewater channels. If any gate leakage test fails, make all repairs, reconstruction, etc. as required and as approved by the manufacturer and ENGINEER, until the installation passes the leakage test. If a gate cannot pass the leakage test, fifty percent of the bid cost of the gate will be deducted from the applicable pay item.
- C. After the field test and before final payment, the manufacturer shall certify to the OWNER in writing, that all gates are operating in compliance with the Specifications and the manufacturer's requirements and standards.
- D. Schedule and pay for all manufacturer's representative's services required for proper installation, testing, and certification. Provide the ENGINEER a minimum three-day notice prior to scheduling leakage testing.

3.03 WARRANTY

- A. In addition to CONTRACTOR's one-year warranty, a written one-year standard warranty from the date of Final Completion shall be provided by the equipment manufacturer to guarantee that there shall be no defects in material or workmanship in any item supplied.

+ + END OF SECTION + +

Attachment B – Contractor’s Final Application for Payment for the Egret Marsh Slide Gate Replacement Project

Application for Payment No. 1 (FINAL).

To: Indian River County (OWNER)

From: _____ (CONTRACTOR)

ENGINEER: Indian River County Public Works Department, Stormwater Division

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	
2.a	Change Order No. 1	\$ _____
2.b	Change Order No. 2	\$ _____
2.c	Total change in Contract Price (2.a + 2.b)	\$ _____
3.	Final Contract Price (1 plus 2c):	\$ _____
4.	Total Work completed to date = 100%	\$ _____
 AMOUNT DUE THIS APPLICATION (6 minus 7):		 \$ _____

CONTRACTOR’s current mailing address:

CONTRACTOR'S CERTIFICATION:

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR certifies that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR’s specific legitimate obligations associated with prior Applications for Payment. This certification includes, but is not limited to the following statements of fact: (1) the labor and materials listed on this request for payment have been used in the construction of this Work; (2) payment received from the last pay request has been used to make payments

to all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, below; (3) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (5) If this Periodic Estimate is for a Final Payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against OWNER.

Attached to or submitted with this form are:

- 1. Signed release of lien forms (partial or final as applicable) from all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, together with an explanation as to why any release of lien form is not included;
- 2. Contractor’s Final Certification of the Work

Under oath, I swear that the foregoing statements are true.

Dated: _____

By: _____
(CONTRACTOR – must be signed by an Officer of the Corporation)

Print Name and Title

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.

[The remainder of this page was left blank intentionally]

SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:

The Surety, _____

_____, a corporation, in accordance with Public Construction Bond Number _____, hereby consents to payment by the OWNER to the CONTRACTOR, for the amounts specified in this CONTRACTOR's APPLICATION FOR PAYMENT.

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Secretary

Corporate Surety

Business Address

BY: _____

Print Name: _____

Title: _____

(Affix Corporate SEAL)

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.

[The remainder of this page was left blank intentionally]

CERTIFICATION OF OWNER'S CONSTRUCTION OBSERVER:

To the best of my knowledge and belief: the Work has progressed to the point indicated on this Application for Payment; the quality of the Work is generally in compliance with the Contract Documents; and the conditions precedent to the CONTRACTOR being entitled to such payment appear to have been fulfilled in so far as it is my ability to observe the Work. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen, and suppliers because I am not in a position to accurately determine that issue.

Dated _____

SIGNATURE

CERTIFICATION OF ENGINEER:

To the best of my knowledge and belief: the Work has progressed to the point indicated on this Application for Payment; the quality of the Work is generally in compliance with the Contract Documents; and the conditions precedent to the CONTRACTOR being entitled to such payment appear to have been fulfilled in so far as it is my ability to observe the Work. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen, and suppliers because I am not in a position to accurately determine that issue.

Dated _____

SIGNATURE

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Attachment C – Contractor’s Final Certification of the Work

(TO ACCOMPANY CONTRACTOR’S FINAL APPLICATION FOR PAYMENT)

To: INDIAN RIVER COUNTY (OWNER)

From: _____ (CONTRACTOR)

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR swears that the following are true statements:

1. On _____, 20___, the CONTRACTOR and Indian River County, a Florida political subdivision, entered into a Contract for the performance of certain Work, generally described as follows: Remove existing slide gates and install new slide gates at Egret Marsh Stormwater Park and Nature Preserve. The Project is called **Egret Marsh Slide Gate Replacement Project**.
2. CONTRACTOR has reviewed the Contract Documents;
3. CONTRACTOR has reviewed the Work for compliance with the Contract Documents;
4. CONTRACTOR has completed the Work in accordance with the Contract Documents and the Contract is fully performed;
5. All equipment and systems have been tested in the presence of the ENGINEER or his representative and are fully operational with no defects or deficiencies except as listed below:

6. The Work is ready for final acceptance by the OWNER;
7. Final payment is now due;

[the remainder of this page was left blank intentionally]

8. All liens of all firms and individuals contracting directly with or directly employed by CONTRACTOR have been paid in full EXCEPT:

Name	Description/Amount
_____	_____
_____	_____

who have not been paid and who are due the amount set forth; and

10. CONTRACTOR hereby certifies that it has no claims against the OWNER.

(Corporate Seal)

Dated _____

By: _____

(CONTRACTOR – must be signed by an Officer of the Corporation)

Print Name and Title

STATE OF _____

COUNTY OF _____

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

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

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

++ END OF CONTRACTOR’S FINAL CERTIFICATION OF THE WORK ++

Attachment D – Drawings and Information Related to the Slide Gate Replacements

The following are included related to the Slide Gate Replacement Project

1. Location Map and Site Aerial.
2. Informational Drawing No. 1: Existing Slide Gate Locations (from original Egret Marsh design drawings).
3. Informational Drawing No. 2: Structural Information (from original Egret Marsh design drawings showing design reinforcing steel locations and sizes).
4. Informational Drawing No. 3: Structural Information (from original Egret Marsh design drawings showing design reinforcing steel locations and sizes).
5. Informational Drawing No. 4: Structural Information (from original Egret Marsh design drawings showing design reinforcing steel locations and sizes).
6. Informational Drawing No. 5: Slide Gates #5 and #6 (from Egret Marsh design drawings).
7. Photographs of Existing Slide Gates



West Vero Corridor

Vero Beach

STATE ROAD 60

66TH AVENUE

58TH AVENUE

US HIGHWAY 1

12TH STREET

EGRET MARSH
STORMWATER PARK
7295 4TH STREET
VERO BEACH, FL
32968

8TH STREET

Vero Beach South

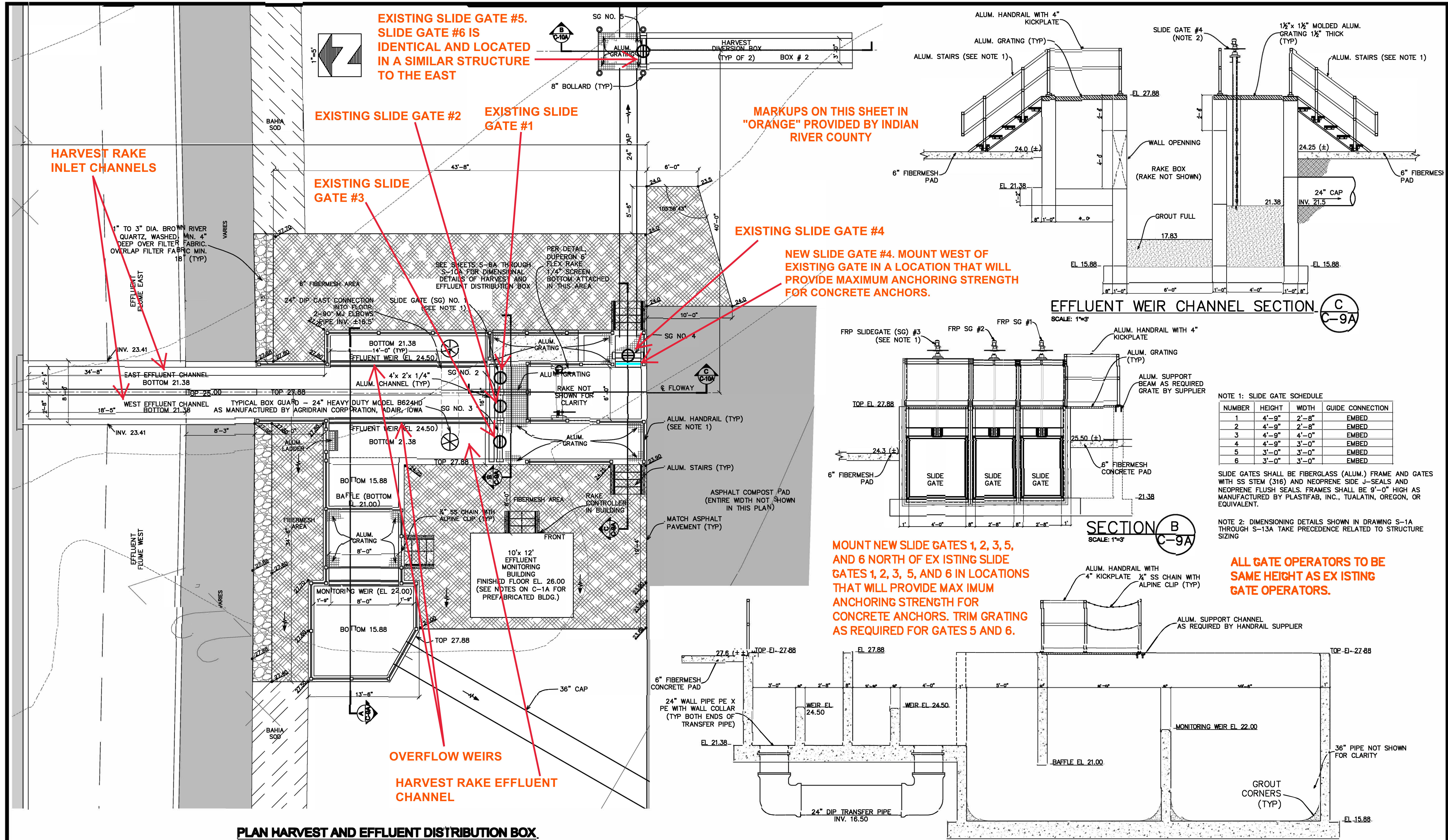
4TH STREET

74TH AVENUE
(DIRT ROAD)

PROJECT LOCATION MAP

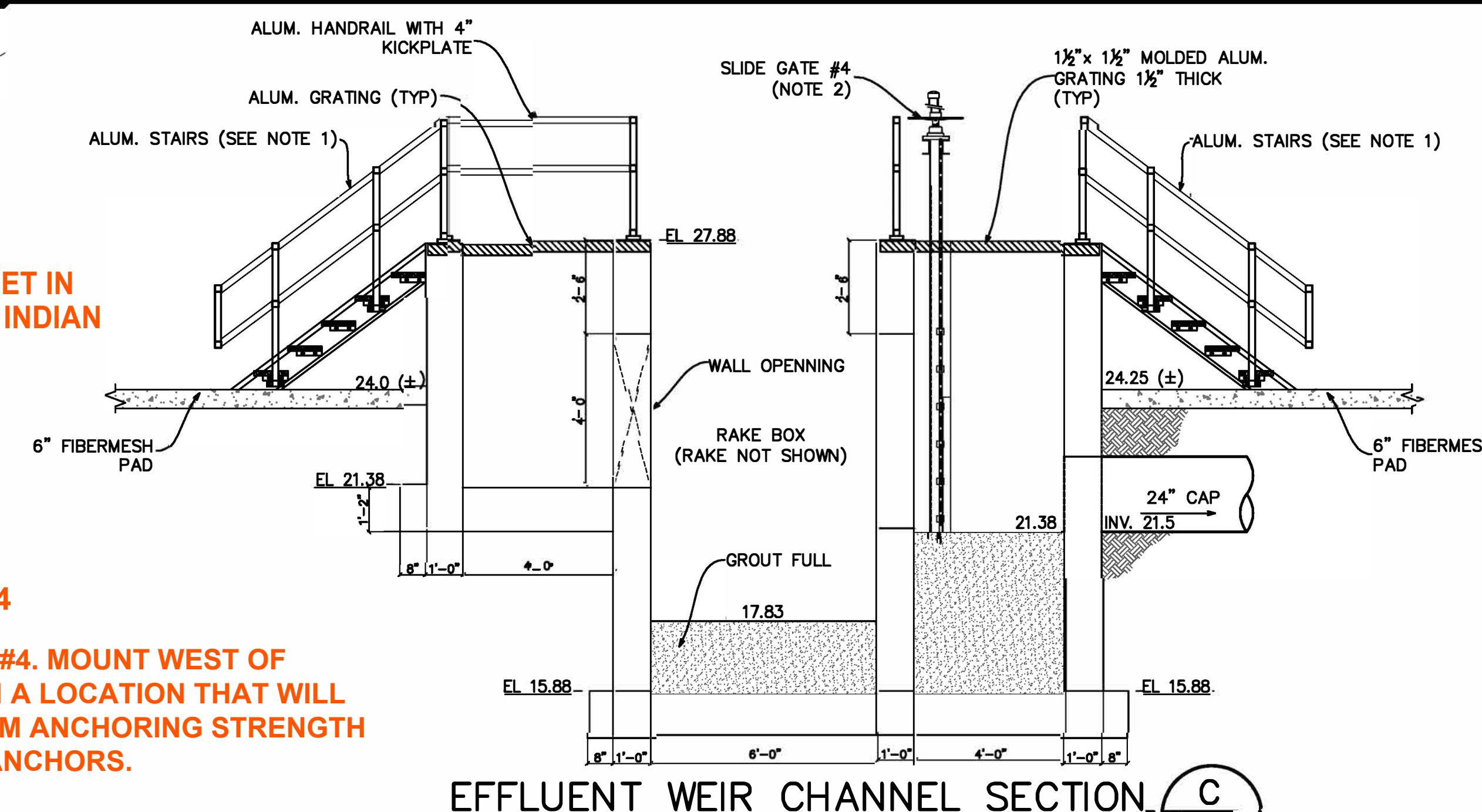
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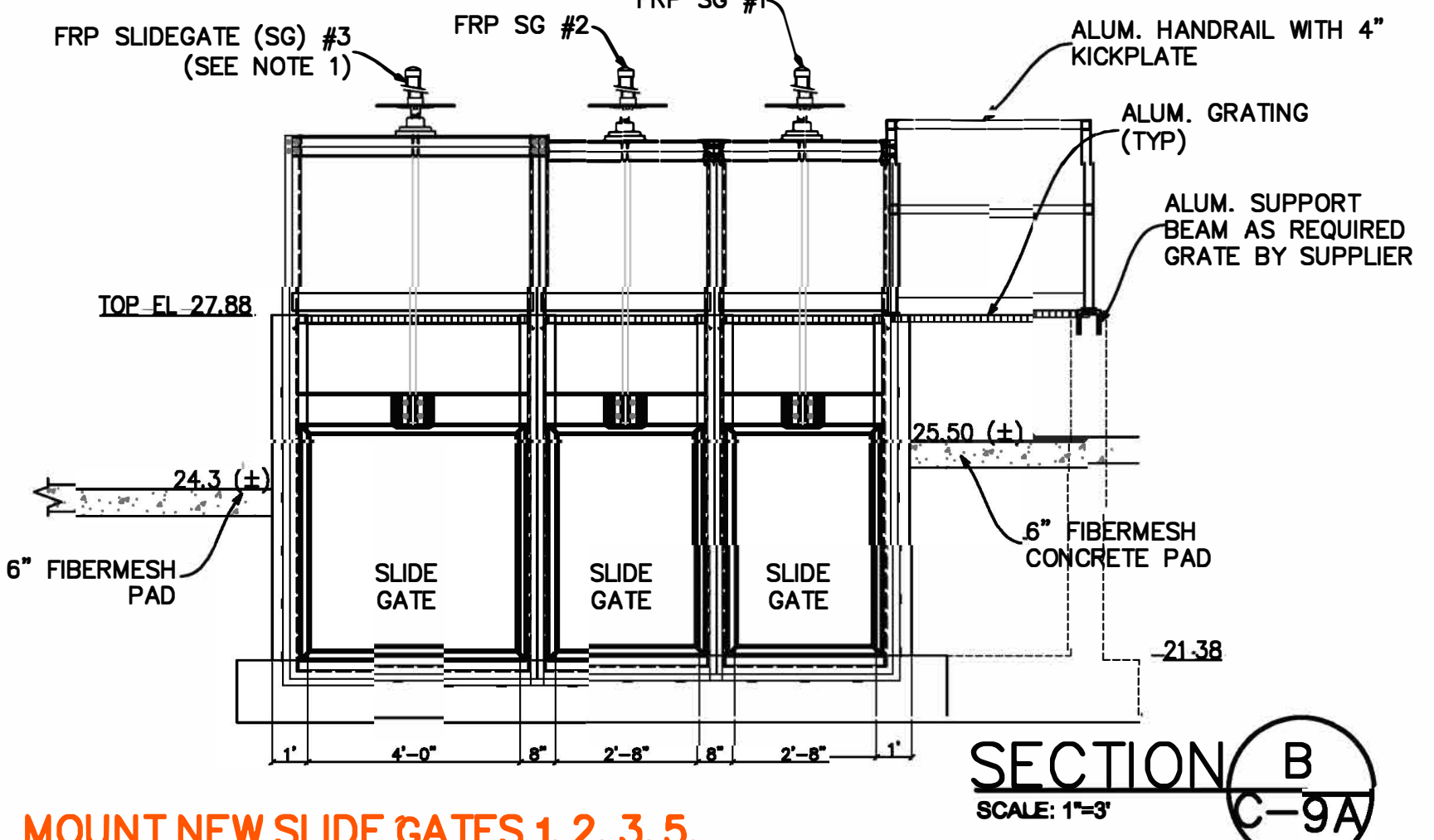


PLAN HARVEST AND EFFLUENT DISTRIBUTION BOX
SCALE: 1"=3'

**INFORMATIONAL DRAWING NO.1:
EXISTING SLIDE GATE LOCATIONS**



SECTION C-9A
SCALE: 1"=3'



SECTION B
SCALE: 1"=3'

MOUNT NEW SLIDE GATES 1, 2, 3, 5, AND 6 NORTH OF EXISTING SLIDE GATES 1, 2, 3, 5, AND 6 IN LOCATIONS THAT WILL PROVIDE MAXIMUM ANCHORING STRENGTH FOR CONCRETE ANCHORS. TRIM GRATING AS REQUIRED FOR GATES 5 AND 6.

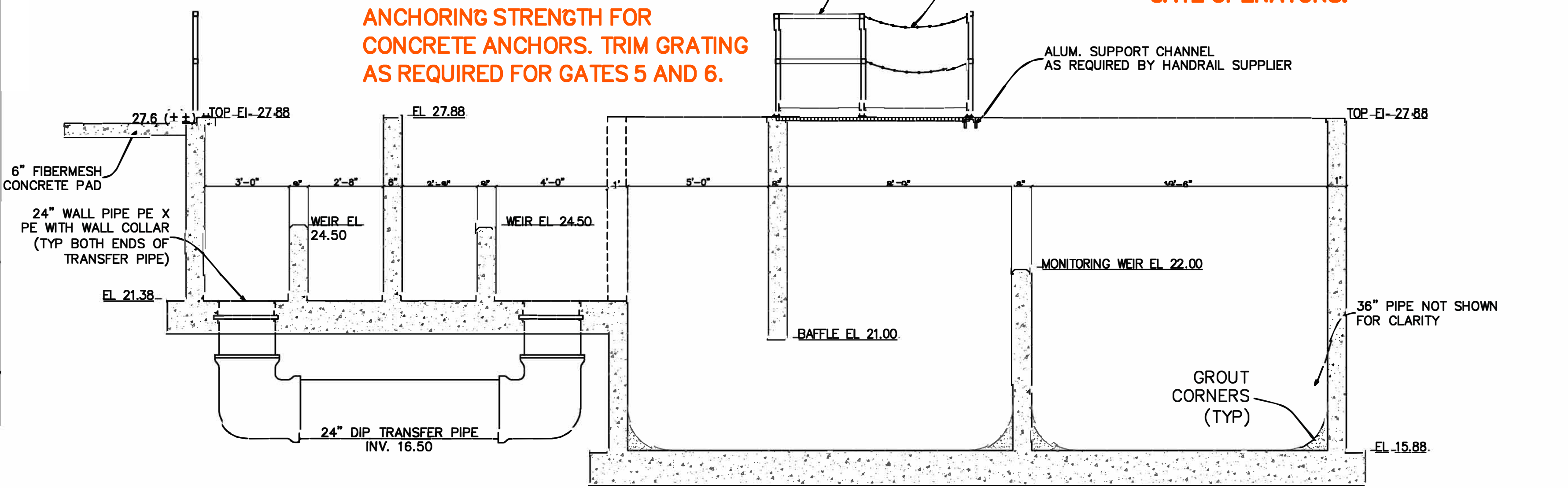
NOTE 1: SLIDE GATE SCHEDULE

NUMBER	HEIGHT	WIDTH	GUIDE CONNECTION
1	4'-9"	2'-8"	EMBED
2	4'-9"	2'-8"	EMBED
3	4'-9"	4'-0"	EMBED
4	4'-9"	3'-0"	EMBED
5	3'-0"	3'-0"	EMBED
6	3'-0"	3'-0"	EMBED

SLIDE GATES SHALL BE FIBERGLASS (ALUM.) FRAME AND GATES WITH SS STEM (316) AND NEOPRENE SIDE J-SEALS AND NEOPRENE FLUSH SEALS. FRAMES SHALL BE 9'-0" HIGH AS MANUFACTURED BY PLASTIFAB, INC., TUALATIN, OREGON, OR EQUIVALENT.

NOTE 2: DIMENSIONING DETAILS SHOWN IN DRAWING S-1A THROUGH S-13A TAKE PRECEDENCE RELATED TO STRUCTURE SIZING

ALL GATE OPERATORS TO BE SAME HEIGHT AS EXISTING GATE OPERATORS.



SECTION A
SCALE: 1"=3'

CONFORMED CONTRACT DOCUMENTS

NO.	REVISION	APPROVED	DATE
7	BIDDING SET	EAS	3/14/08
1	PROPOSAL SET	EAS	1/25/08
2	FINAL SUBMITTAL	EAS	3/28/08
3	CORRECTIONS TO PLANS	EAS	8/7/08
4	CORRECTION TO ALUM. GRATING	EAS	10/9/08
5	RAI COMMENT REVISIONS	EAS	11/10/08
6	EFFLUENT DISTRIBUTION BOX CHANGE	EAS	02/09/07

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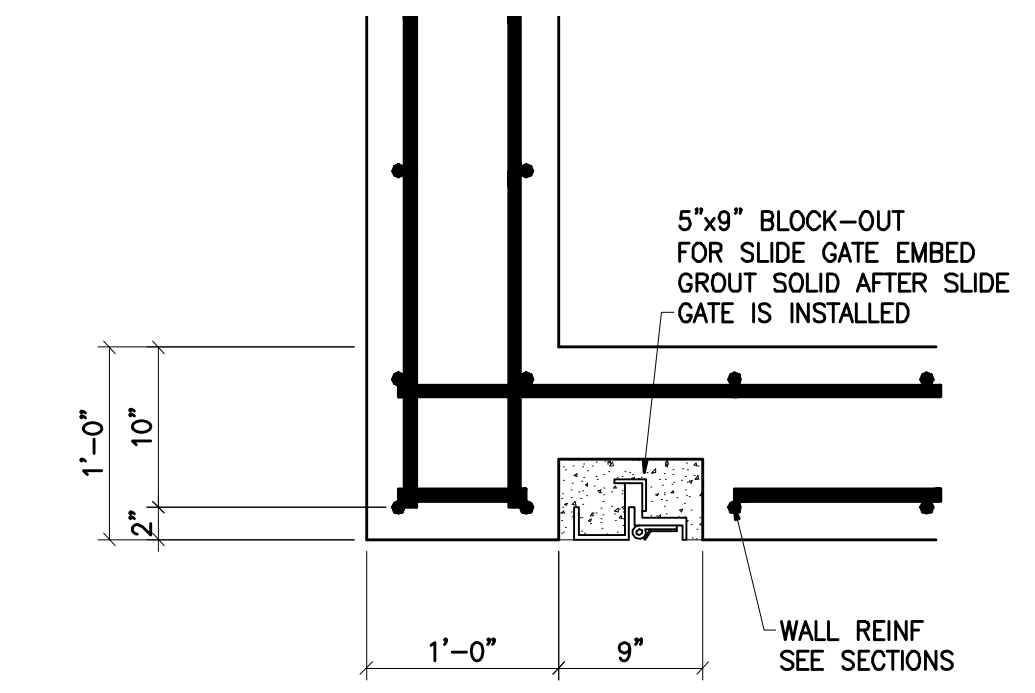
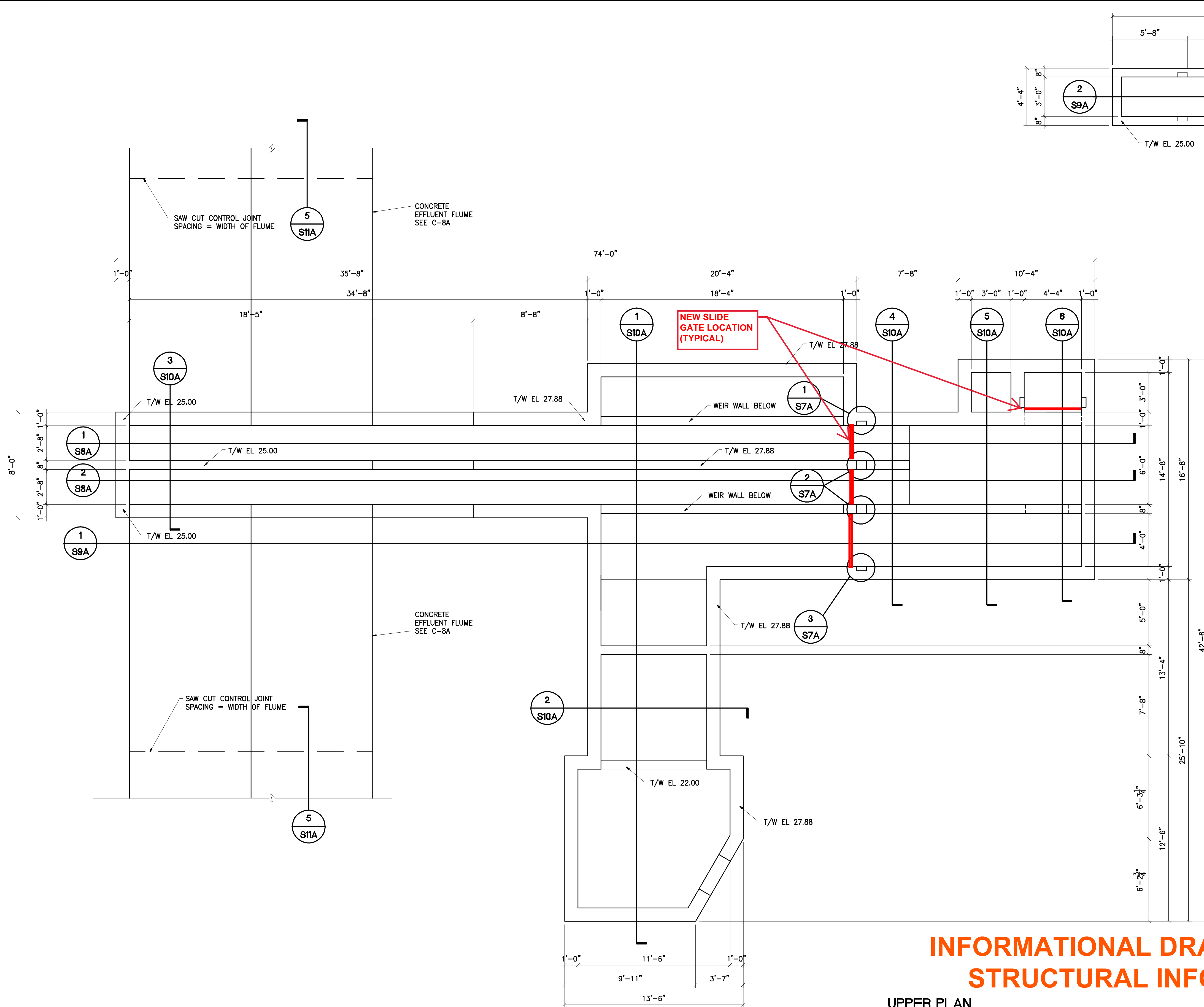


EGRET MARSH STORMWATER PARK -- ATS ALGAL TURF SCRUBBER® (ATS™) STORMWATER TREATMENT UNIT WITH SUPPORT FACILITIES

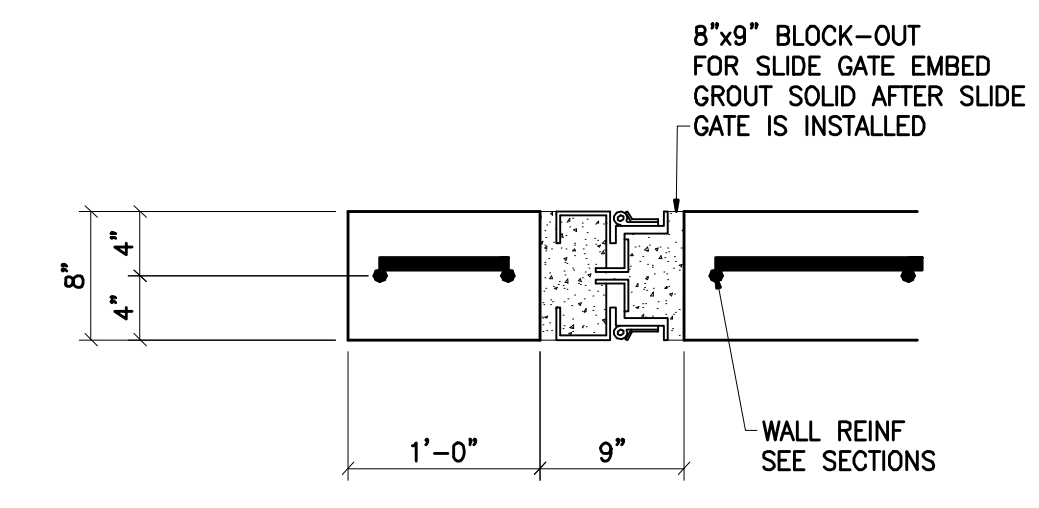
HARVEST AND EFFLUENT DISTRIBUTION BOX

THIS DRAWING PROVIDED FOR INFORMATIONAL PURPOSES ONLY

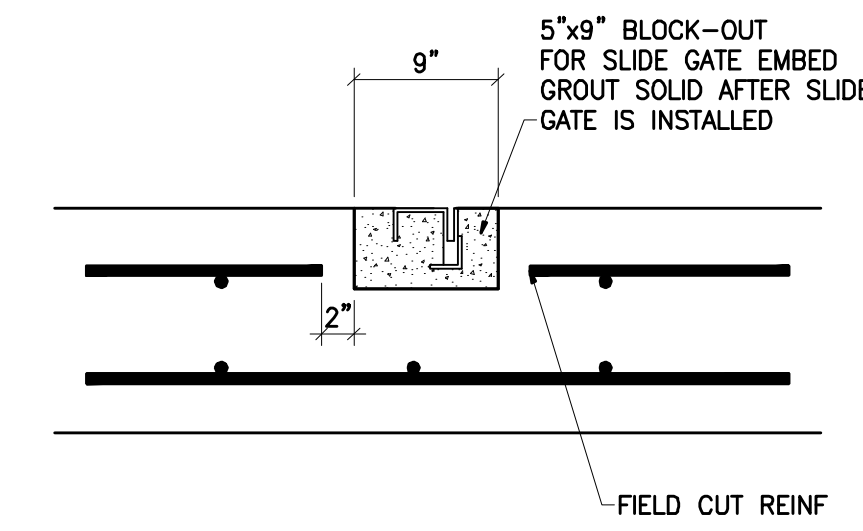
SCALE:	AS SHOWN
PROJECT:	ATS 1
DATE:	MARCH 2008
	C-9A



1 SECTION
1' = 1'-0"



2 SECTION
1' = 1'-0"



3 SECTION
1' = 1'-0"

THIS DRAWING PROVIDED FOR INFORMATIONAL PURPOSES ONLY

NOTE:
1. SHOP DRAWINGS SHALL SHOW LOCATIONS AND DIMENSIONS OF ALL EMBEDDED ITEMS INCLUDING GRATING SUPPORTS, PIPE SLEEVES, WALL LINKS, PIPE PENETRATIONS, AND ELECTRICAL CONDUIT.

**INFORMATIONAL DRAWING NO. 2:
STRUCTURAL INFORMATION**

UPPER PLAN
1/4" = 1'-0"

CONFORMED CONTRACT DRAWINGS



NO.	REVISION	APPROVED DATE	APPV.	RAB
1	GENERAL REVISIONS	2/15/07	DSG.	RAB
			DWN.	RAB
			CHK.	RAB
			APPV.	RAB

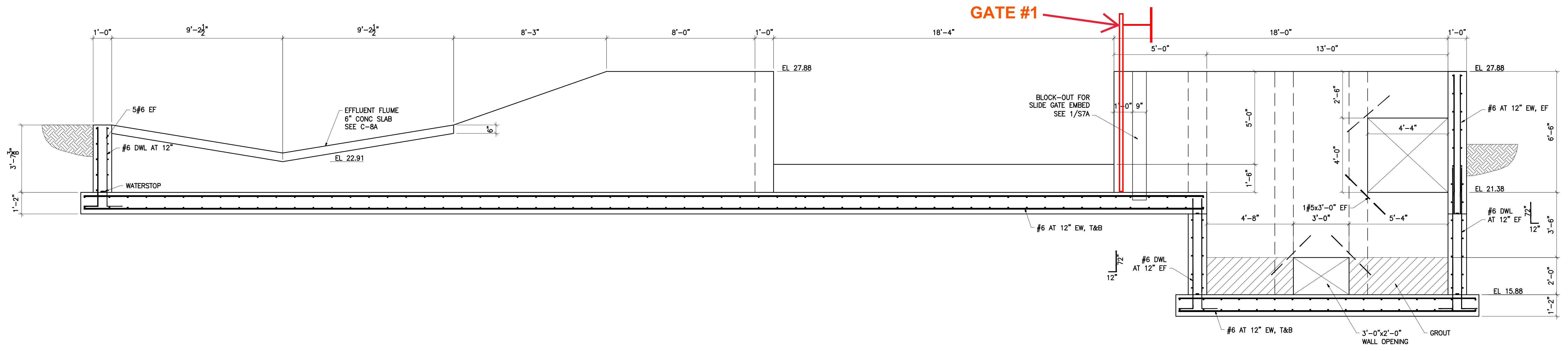
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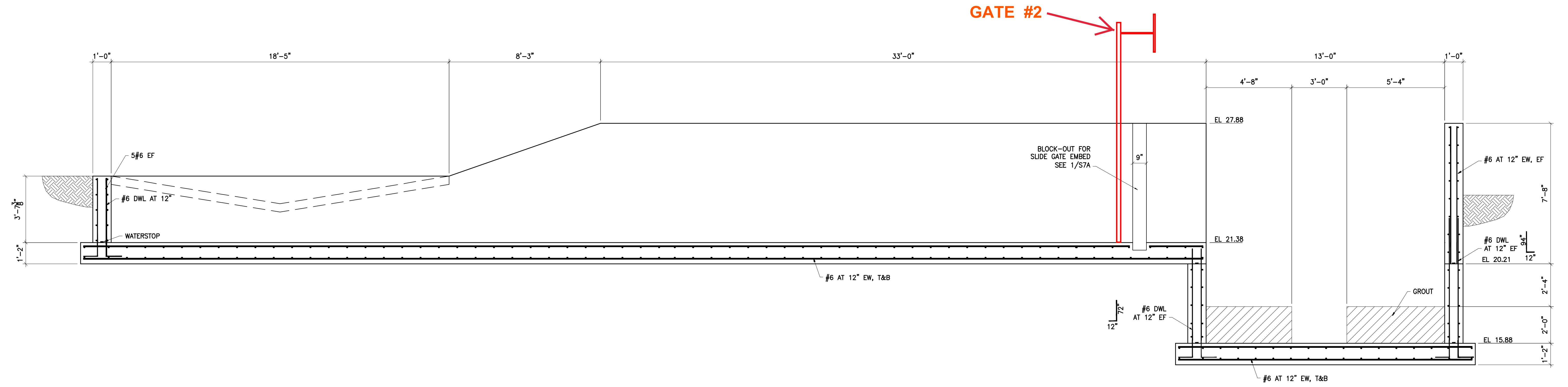
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HARVEST AND FLOW DISTRIBUTION BOX UPPER PLAN

SCALE:	AS SHOWN
PROJECT:	ATS 1
DATE:	APRIL 2008
	S7A



1 SECTION
S8A 3/8" = 1'-0"



2 SECTION
S8A 3/8" = 1'-0"

THIS DRAWING PROVIDED FOR INFORMATIONAL PURPOSES ONLY

NOTE:
1. SHOP DRAWINGS SHALL SHOW LOCATIONS AND DIMENSIONS OF ALL EMBEDDED ITEMS INCLUDING GRATING SUPPORTS, PIPE SLEEVES, WALL LINKS, PIPE PENETRATIONS, AND ELECTRICAL CONDUIT.

**INFORMATIONAL DRAWING NO. 3:
STRUCTURAL INFORMATION**

CONFORMED CONTRACT DRAWINGS



NO.	REVISION	APPROVED DATE	APPV.	RAB
1	GENERAL REVISIONS		DWG.	RAB
			DWN.	RAB
			CHK.	RAB
			APPV.	RAB

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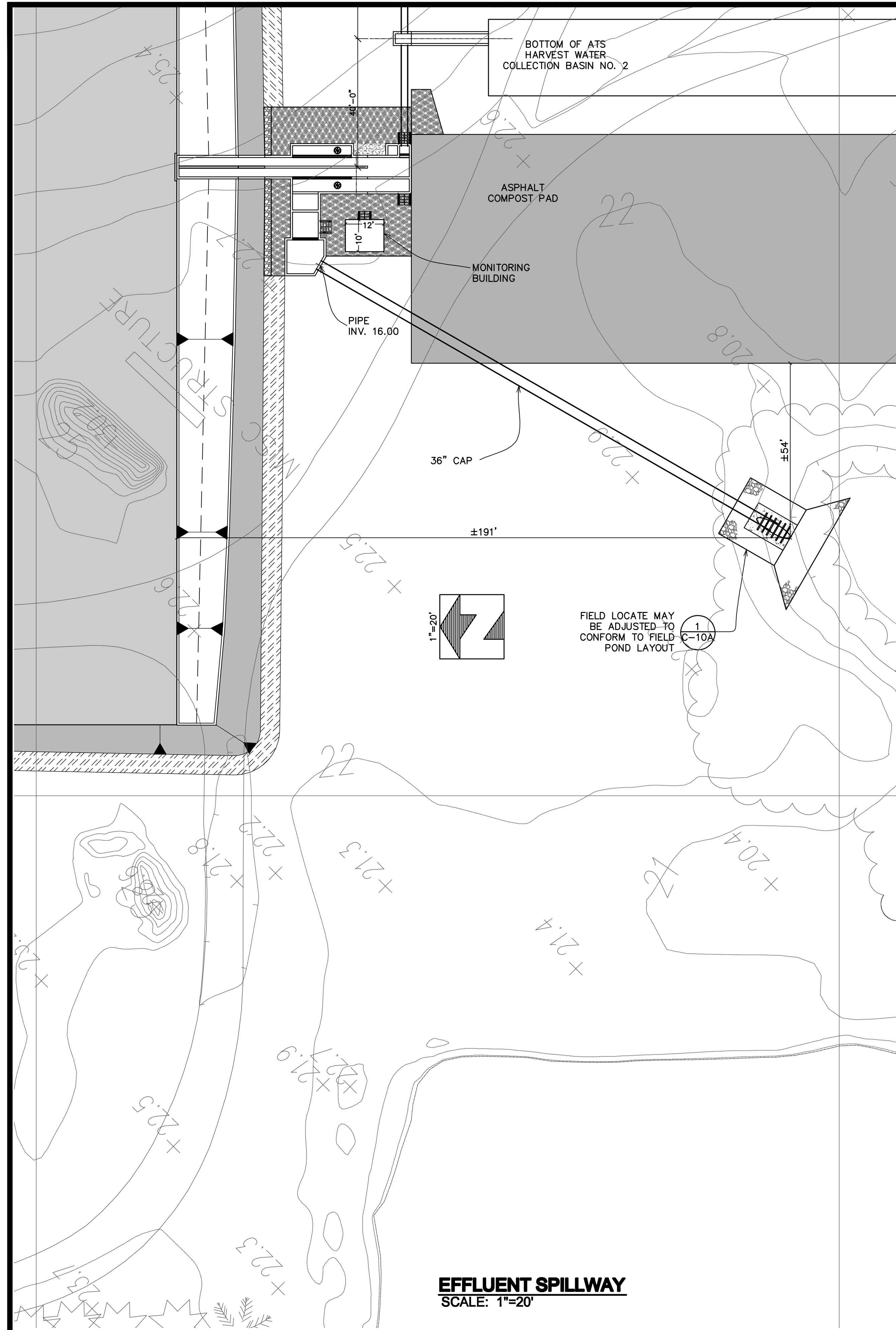


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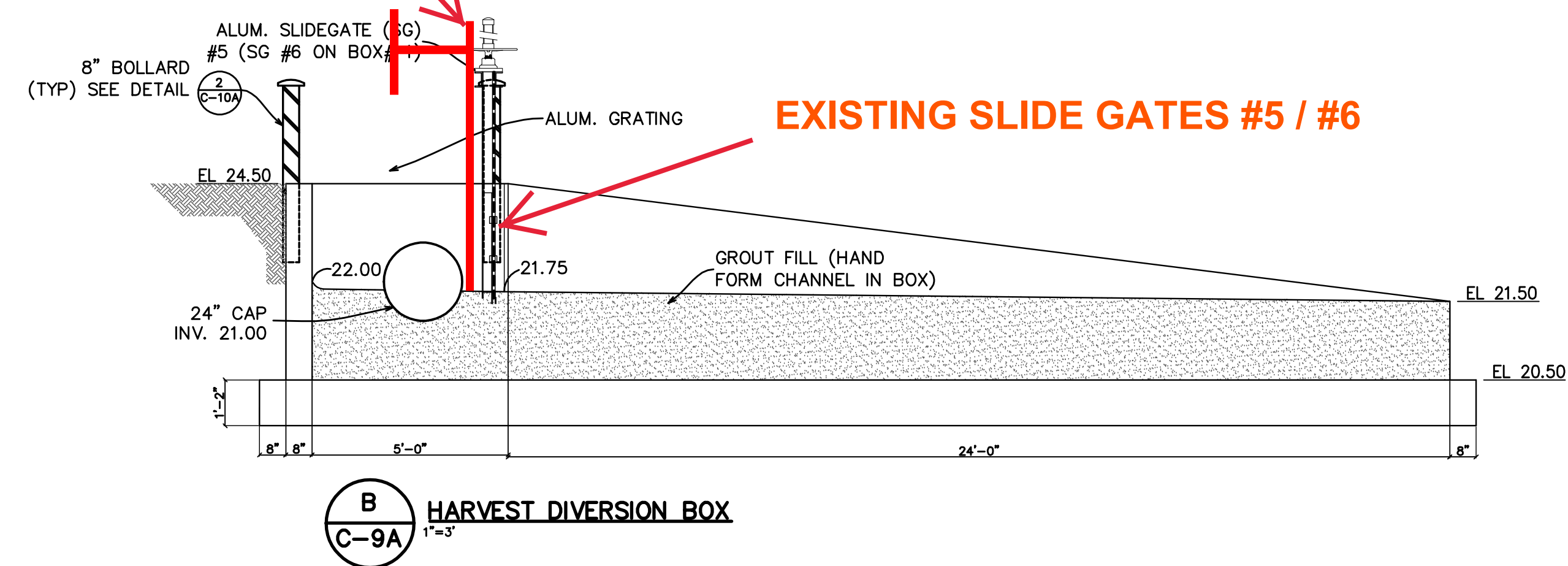
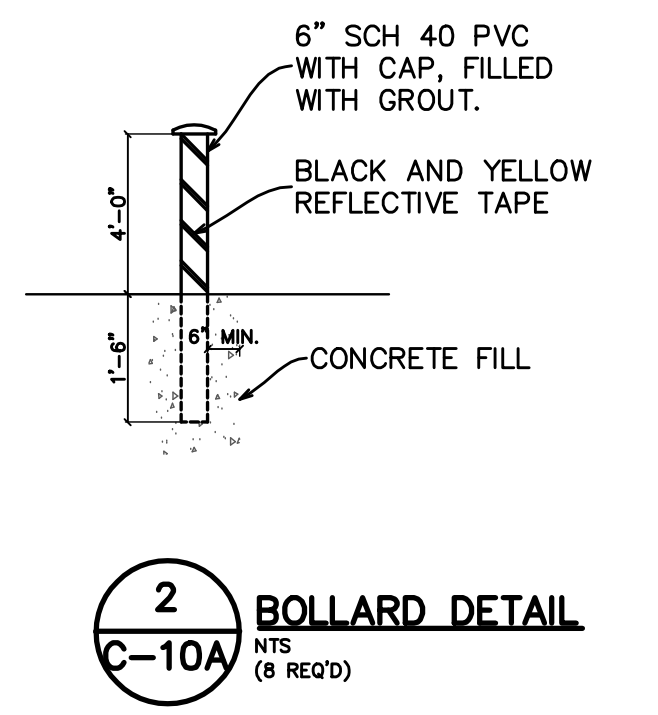
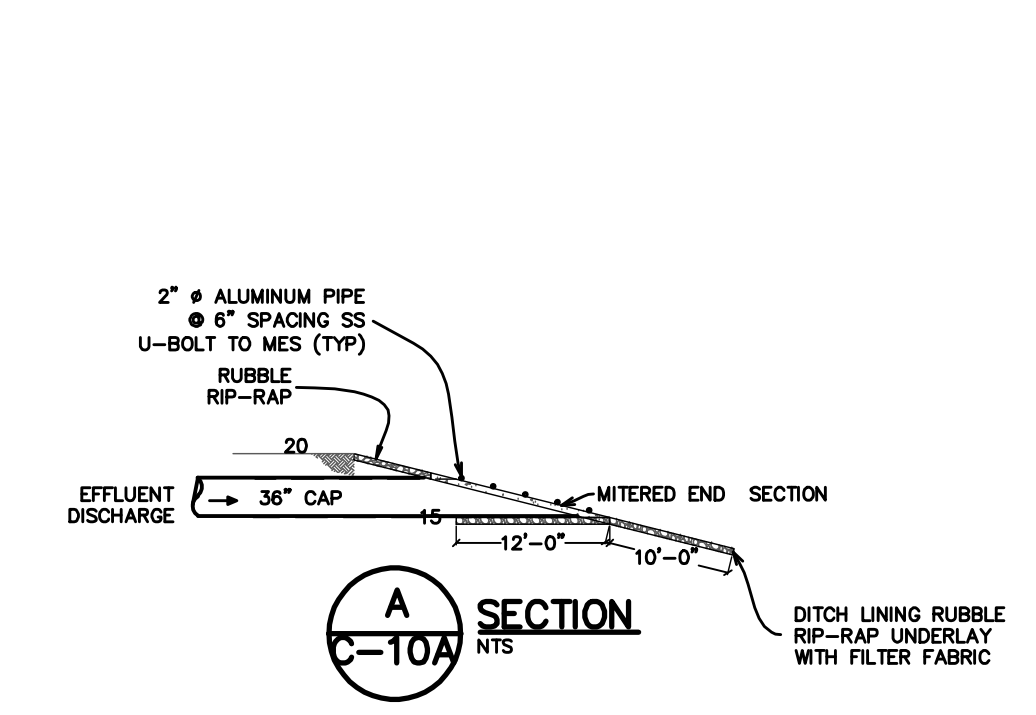
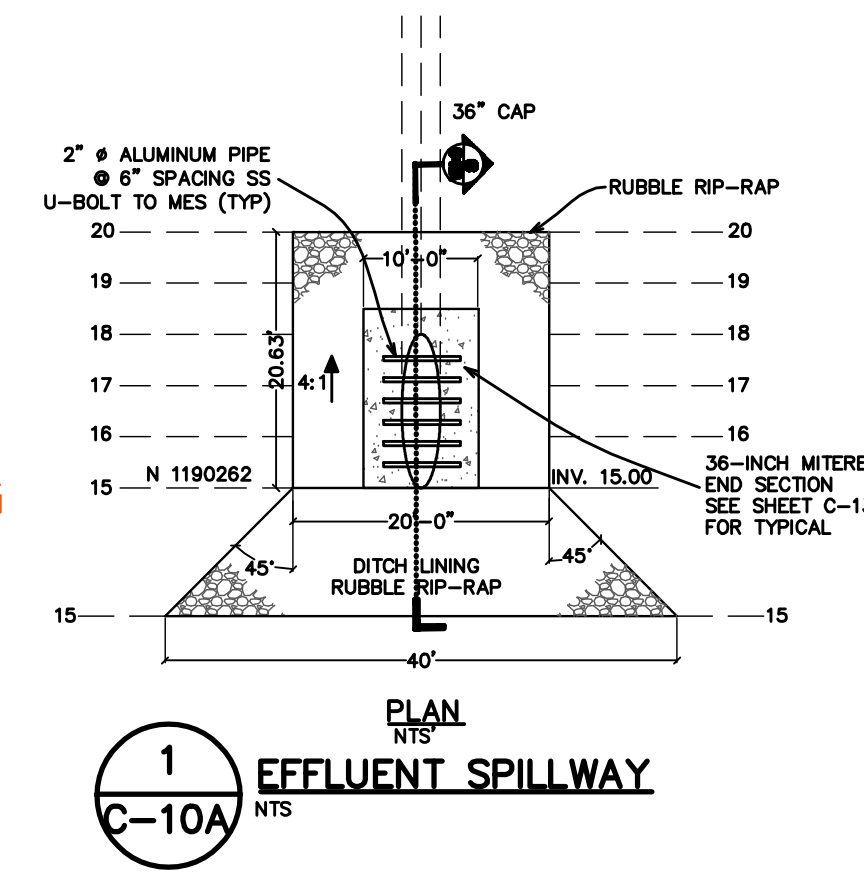
HARVEST AND FLOW DISTRIBUTION BOX STRUCTURAL SECTIONS

SCALE:	AS SHOWN
PROJECT:	ATS 1
DATE:	APRIL 2008
	S8A

**INFORMATIONAL DRAWING NO. 5:
SLIDE GATES #5 / #6**

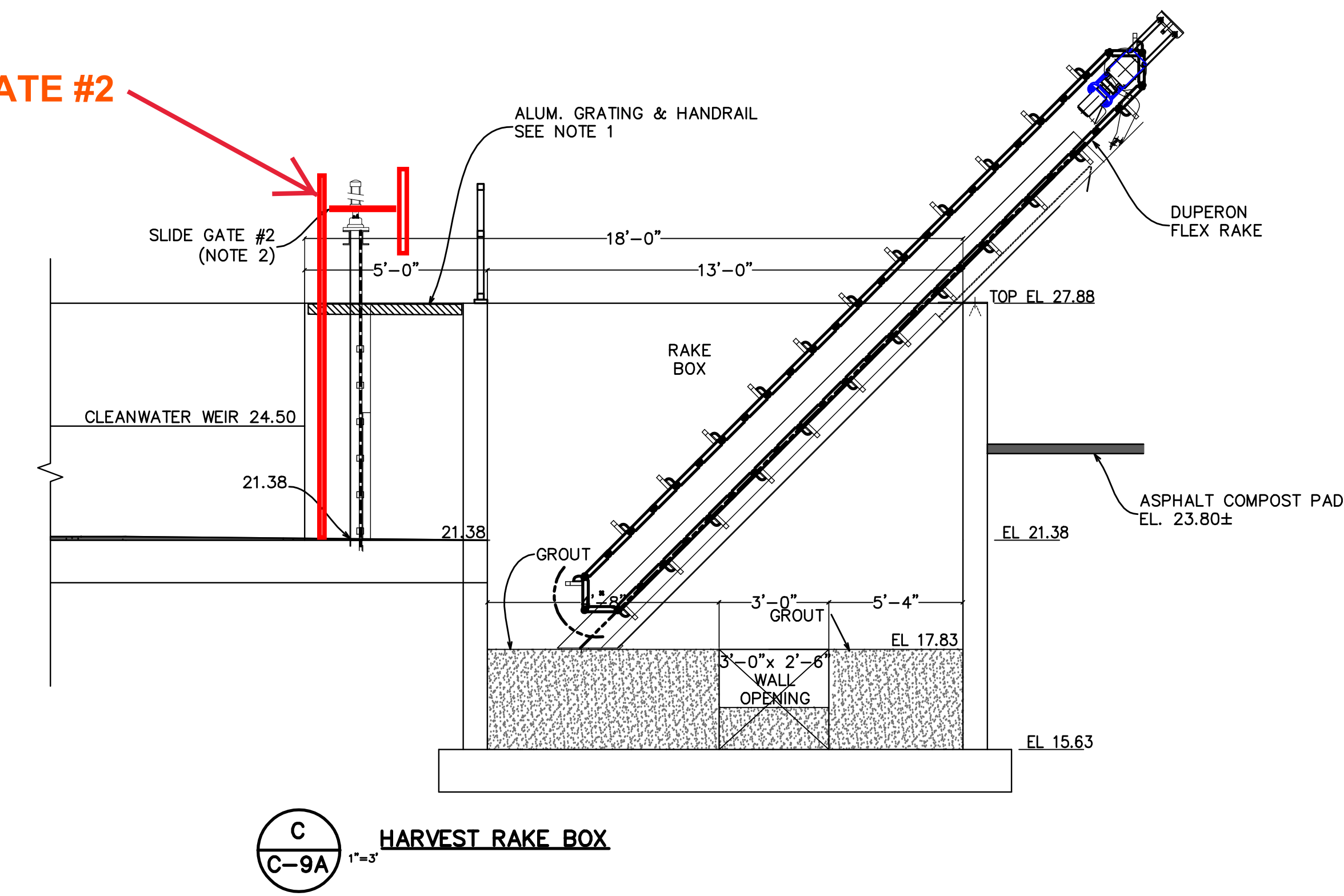


MOUNT GATES #5 AND #6 NORTH OF EXISTING SLIDE GATES' EMBEDDED FRAMES



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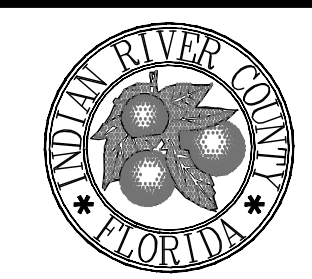
NEW SLIDE GATE #2



CONFORMED CONTRACT DOCUMENTS

1	PROPOSAL SET	EAS	1/25/06	DSG	EAS
2	FINAL SUBMITTAL	EAS	02/08/06	DWN	EAS
3	CORRECTIONS TO PLANS	EAS	07/08	RN	RN
4	RAI COMMENT REVISIONS	EAS	11/10/08	CHK	MJZ
5	BIDDING SET	EAS	01/14/09	APPV.	EAS
NO.	REVISION	APPROVED	DATE		

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EFFLUENT DETAILS

SCALE:	AS SHOWN
PROJECT:	ATS 1
DATE:	MARCH 2008
	C-10A

PHOTOGRAPHS OF EXISTING EGRET MARSH SLIDE GATES



LOOKING DOWN ON SLIDE GATE #1 (NORTH SIDE)



LOOKING DOWN ON SLIDE GATE #2 (NORTH SIDE)



LOOKING DOWN ON SLIDE GATE #3 (NORTH SIDE)



SLIDE GATE #4 SIDE VIEW (LOOKING SOUTH)



VIEW BEHIND SLIDE GATE #4 (FLOW IS TOWARD THE LEFT OF THE PAGE)



SLIDE GATE #5 (LOOKING EAST). NEW GATE GOES TO THE LEFT OF THE EXISTING GATE LOCATION.



SLIDE GATE #6 (LOOKING WEST). NEW GATE GOES TO THE RIGHT OF THE EXISTING GATE LOCATION.