

ADDENDUM NO.	1
Issue Date:	August 15, 2022
Project Name:	CEI Services for IRC-1505B (66 th Ave from 69 th St to CR 510)
RFQ Number:	2022072
RFQ Opening Date:	August 31, 2022

This addendum is being released to answer questions received to date. The information and documents contained in this addendum are hereby incorporated in the request for qualifications. **This addendum must be acknowledged where indicated on the firm information form.**

As a reminder, the following must be submitted by the deadline for your SOQ to be responsive:

1 printed original SOQ

5 printed copies of your SOQ

1 electronic (pdf) copy of your SOQ

Questions & Answers

- How can we access the plans and any relevant documents associated with this project? Draft documents are attached
- Will the County be holding a pre-proposal meeting?
 A pre-proposal meeting is not planned.
- What is the estimated CEI fee for this contract?
 CEI estimate is \$1,000,000.00, a 90 percent OPC from October 2021 for construction is also provided. We are planning to advertise this project for construction October 2022 and anticipating start of construction Jan/ Feb 2023. Plans and OPC will be updated to 100 percent before advertising for construction.

Attachments

Draft Invitation to Bid with Specifications Draft Landscape Plans Draft Roadway Plans Draft Signalization Plans Draft Signing & Marking Plans 90% OPC from October 2021

DRAFT



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

66TH AVE FROM 69TH STREET TO CR-510/85TH STREET

BID NO. <u>2022xxx</u>

PROJECT NO. IRC-1505B

FM NO. 436379-2-54-01

PREPARED FOR THE BOARD OF COUNTY COMMISSIONERS INDIAN RIVER COUNTY, FLORIDA

PETER D. O'BRYAN, CHAIRMAN JOE EARMAN, VICE CHAIRMAN COMMISSIONER SUSAN ADAMS COMMISSIONER JOSEPH E. FLESCHER COMMISSIONER LAURA MOSS

JASON E. BROWN, COUNTY ADMINISTRATOR JEFFREY R. SMITH, CLERK OF COURT AND COMPTROLLER DYLAN REINGOLD, COUNTY ATTORNEY RICHARD B. SZPYRKA, P.E., PUBLIC WORKS DIRECTOR

Section No. Title

DIVISION 0 - BIDDING DOCUMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

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- 00010 Table of Contents

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- 00200 Instructions to Bidders
- 00300 Bid Package Contents
- 00310 Bid Form & Itemized Bid Schedule
- 00430 Bid Bond
- 00452 Sworn Statement under Section 105.08, Indian River County Code, on Disclosure of Relationships
- 00454 Sworn Statement under the Florida Trench Safety Act
- 00456 Qualifications Questionnaire
- 00458 List of Subcontractors
- 00460 Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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- 00520 Agreement
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- DIVISION 1 GENERAL REQUIREMENTS
- DIVISION 2 TECHNICAL PROVISIONS
- <u>APPENDIX A</u> PERMITS
- <u>APPENDIX B</u> IRC FERTILIZER ORDINANCES
- <u>APPENDIX C</u> INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION SPECIAL CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION
- <u>APPENDIX D</u> SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION

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BOARD OF COUNTY COMMISSIONERS

1801 27th Street Vero Beach, Florida 32960



ADVERTISEMENT FOR BIDS INDIAN RIVER COUNTY

Sealed bids will be received by Indian River County until 2:00 P.M. on Wednesday, Month xx, 2022. Each bid shall be submitted in a sealed envelope and shall bear the name and address of the bidder on the outside and the words "<u>66TH AVE FROM 69TH STREET TO CR-510/85TH</u> <u>STREET</u>" and <u>Bid No. 2022xxx</u>. Bids should be addressed to Purchasing Division, Room B1-301, 1800 27th Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 P.M. All bids received after 2:00 P.M., on the day specified above, will not be accepted or considered.

INDIAN RIVER COUNTY PROJECT NO. <u>IRC-1505B</u> INDIAN RIVER COUNTY BID NO. <u>2022xxx</u>

PROJECT DESCRIPTION: The proposed improvements will include widening and reconstruction of the existing roadway to a 4-lane divided roadway section within the project limits. Curb and gutter and a raised median will be provided. An 8-foot-wide concrete sidewalk will be specified on the west side of the roadway. Also included will be stormwater drainage improvements, pavement markings, traffic signals and landscape and irrigation improvements.

All material and equipment furnished and all work performed shall be in strict accordance with the plans, specifications, and contract documents pertaining thereto. Detailed specifications are available at: <u>www.demandstar.com</u> or at <u>www.ircgov.com/departments/budget/purchasing</u> under "Current Solicitations".

All bidders shall submit one (1) original and one (1) copy of the Bid Proposal forms provided within the specifications. Please note that the questionnaire must be filled out completely including the financial statement. BID SECURITY must accompany each Bid, 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 must be in the sum of not less than **Five Percent (5%)** of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter in a Contract with the County

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and furnish the required 100% Public Construction Bond and certificates of insurance within the timeframe set by the County. If Bidder fails to do so, the Bid Security shall be retained by the County as liquidated damages and not as penalty.

The County reserves the right to delay awarding of the Contract for a period of <u>ninety (90)</u> days after the bid opening, to waive informalities in any bid, or reject any or all bids in whole or in part with or without cause/or to accept the bid that, in its judgement, will serve the best interest of Indian River County, Florida. The County will not reimburse any Bidder for bid preparation costs.

A **MANDATORY** Pre-Bid Conference will be held on <u>Wednesday, Month xx, 2022 at 10:00 A.M.</u>, in the first-floor conference room of the Indian River County Administration Building located at 1801 27th Street, Vero Beach, Florida, 32960.

ATTENDANCE AT THIS CONFERENCE IS REQUIRED. No bidder arriving after the meeting has begun will be allowed to sign in.

INDIAN RIVER COUNTY

By: <u>Jennifer Hyde</u> Purchasing Manager

For Publication in the Indian River Press Journal Date: 0x/xx/2022 and 0x/xx/2022

For: Indian River Press Journal

Please furnish tear sheet and Affidavit of Publication to:

INDIAN RIVER COUNTY PURCHASING DIVISION 1800 27th Street Building "B" Vero Beach, FL 32960

* * END OF SECTION * *

SECTION 00200 – Instructions to Bidders

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SECTION 00200 – Instructions to Bidders

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SECTION 00200 – Instructions to Bidders

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. Bidder--The individual or entity who submits a Bid directly to OWNER.
- B. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- C. Successful Bidder--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
- D. ENGINEER References County Engineer or their designee.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids or Invitation to Bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of OWNER's request Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
 - A. Bidder must have at least five years' experience in the construction of similar projects of this size and larger.
 - B. Bidder must have successfully constructed, as prime CONTRACTOR, at least three projects similar in scope to this project.
 - C. Bidder must have good recommendations from at least three clients similar to the OWNER.
 - D. The Bidder's superintendent and assistants must be qualified and experienced in similar projects in all categories.
 - E. Bidder must be able to provide evidence of authority to conduct business in the jurisdiction in which the project is located.

- F. Bidder must be prequalified with the Florida Department of Transportation for road and bridge construction contracts per Florida Law (Chapter 337.14 F.S.) and Rules of the State of Florida, Department of Transportation, (Chapter 14-22, F.A.C.).
- 3.02 Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.
- 3.03 The OWNER reserves the right to reject bids from Bidders that are unable to meet the listed required qualifications.
- 3.04 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.
- 3.05 Bidder must hold a current registration as a General Contractor in the State of Florida.
- 3.06 **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.*
- 3.07 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.
- 3.08 **Records/Audit:** The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally

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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

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by OWNERs of such Underground Facilities, including OWNER, or others.

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear

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in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

4.05 Upon a request directed to the Purchasing Division (<u>purchasing@ircgov.com</u> or (772) 226-1416), OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.06 "This paragraph has been deleted intentionally"

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

B. VISIT THE SITE AND BECOME FAMILIAR WITH AND SATISFY BIDDER AS TO THE GENERAL, LOCAL, AND SITE CONDITIONS THAT MAY AFFECT COST, PROGRESS, AND PERFORMANCE OF THE WORK;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. carefully study all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (overhead, 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 Bidder, including any specific means, methods, techniques, sequences, and procedures, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 The date, time, and location for the **MANDATORY** Pre-Bid conference, if any, is specified in the Advertisement for Bids. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are **REQUIRED** to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 <u>CONE OF SILENCE.</u> Potential bidders and their agents shall not communicate in any way with the Board of County Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction shall be effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

7.02 All questions about the meaning or intent of the Bidding Documents are to be submitted to PURCHASING (<u>purchasing@ircgov.com</u>) in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or

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delivered to all parties through the Issuing Office as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.03 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

8.01 Each Bid must be accompanied by Bid Security made payable to OWNER in the amount of five percent of the Bidder's maximum base bid price and in the form of a certified check; cashier's check; or an AIA Document A310 Bid Bond issued by a surety meeting the requirements of Paragraph 5.01 of the General Conditions. The Bid Bond shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The Surety must be authorized to issue surety bonds in Florida. The Bidder shall require the attorney-in-fact who executes any Bond, to affix to each a current certified copy of their Power of Attorney, reflecting such person's authority as Power of Attorney in the State of Florida. Further, at the time of execution of the Contract, the Successful Bidder shall for all Bonds, provide a copy of the Surety's current valid Certificate of Authority issued by the United States Department of the Treasury under 31 United States Code sections 9304-9308. The Surety shall also meet the requirements of paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be retained by the owner. The Bid Security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.

8.03 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.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of calendar days within which, or the dates by which, the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.

12.03 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid form is included with the Bidding Documents. Only the bid form provided by OWNER is acceptable (Bidders are not to recreate or modify the bid form). *Bids not submitted on the bid form(s) shall be rejected, as will bids submitted on rewritten, recreated or modified bid forms.*

13.02 All blanks on the Bid form shall be completed by printing in ink or by typewriter and the Bid signed. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vicepresident or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturor in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number or county registration number for the state or county of the Project, if any, shall also be shown on the Bid form.

13.12 All supporting information requested in the Bid Form must be furnished. Do not leave any questions or requests unanswered.

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

13.14 CONTRACTOR shall furnish all labor, materials, equipment and incidentals necessary to perform additional work not covered on the Contract Drawings. The **FORCE ACCOUNT** is intended as a contingency for unforeseen work. Lump sum amount for **FORCE ACCOUNT** work is included in the bid schedule. The value of force account work will be determined in accordance with Article 12 of the General Conditions.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule. Omission of unit prices where required will result in disqualification of the bid.

B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

14.03 The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the Specifications as shown on the Bid Schedule, or elsewhere, is approximate only and not guaranteed. The OWNER does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other conditions pertaining thereto.

ARTICLE 15 - SUBMITTAL OF BID

15.01 The Bid form is to be completed and submitted with the Bid security and the following data:

- A. Sworn Statement under Section 105.08, Indian River County Code, on Disclosure of Relationships.
- B. Sworn Statement under the Florida Trench Safety Act.
- C. Qualifications Questionnaire.
- D. List of Subcontractors.
- E. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project Title and Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted), Bid Number, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If mail or other delivery system sends a Bid, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Indian River County, Purchasing Division, 1800 27th Street, Vero Beach, Florida, 32960.

16.01 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 for the opening of Bids.

16.02 If within 48 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 the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - AWARD OF CONTRACT

19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder. OWNER also reserves the right to waive all technicalities and informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. The County will not reimburse any Bidder for bid preparation costs. Owner reserves the right to cancel the award of any Contract at any time before the execution of such Contract by all parties without any liability to the Owner. For and in consideration of the Owner considering Bids submitted, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event the Owner exercises its right to cancel the award in accordance herewith.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project.

19.07 OWNER has no local ordinance or preferences, as set forth in FS 255.0991 (2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

19.08 Any actual or prospective bidder or proposer who is aggrieved in connection with the bidding and/or selection process may protest to the OWNER's Purchasing Manager. The protest shall be submitted in writing to the Purchasing Manager within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest.

19.09 CONTRACTOR certifies that it and its related entities 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 its related entities as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

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

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

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.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to Public Construction Bond and insurance. When the

Instructions to Bidders - 00200 - 11

Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required insurance certificate(s) and Bond, unless the Bond has been waived due to the total contract being less than \$100,000.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER.

21.02 OWNER shall return one fully signed counterpart to Successful Bidder.

21.03 Should Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Article 21.01 above, the additional time in calendar days, required to correctly complete the documents will be deducted, in equal amount, from the Contract time. Or, the OWNER may elect to revoke the Award and the OWNER shall hold the Bid Bond for consequential damages incurred, and the Contract may be awarded as the OWNER desires.

* * END OF SECTION * *

SECTION 00300 - Bid Package Contents

THIS PACKAGE CONTAINS:

SECTION TITLE	SECTION NUMBER
Bid Form	00310
Bid Bond	00430
Sworn Statement on Disclosure of Relationships	00452
Sworn Statement Under the Florida Trench Safety Act	00454
Qualifications Questionnaire	00456
List of Subcontractors	00458
Certification Regarding Prohibition Against Contracting with Scrutinized Companies	00460

SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF THIS COMPLETE PACKAGE WITH YOUR BID

* * END OF SECTION * *

PROJECT IDENTIFICATION:

Project Name:	66TH AVE FROM 69TH STREET TO CR- 510/85TH STREET
County Project Number:	IRC-1505B
Bid Number:	2022xxx
Project Address:	66th Avenue
	Vero Beach, FL 32967
Project Description:	The proposed improvements will include widening and reconstruction of the existing roadway to a 4-lane divided roadway section within the project limits. Curb and gutter and a raised median will be provided. An 8- foot-wide concrete sidewalk will be specified on the west side of the roadway. Also included will be stormwater drainage improvements, pavement markings, traffic signals and landscape and irrigation improvements.

THIS BID IS SUBMITTED TO:

INDIAN RIVER COUNTY 1800 27th Street VERO BEACH, FLORIDA 32960

- **1.01** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- **2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum Date	Addendum Number

B. Bidder 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. Bidder 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.

Bid Form REV 04-07 - 00310 - 1

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder 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 Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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ITEMIZED BID SCHEDULE PROJECT NAME: 66th Ave From 69th St to CR-510/85th Street PROJECT NO. IRC-1505B BID NO. 2022xxx FM NOS. 436379-2-54-01 BIDDER'S NAME:

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PROJECT QUANTITY	PROJECT COST
ROADWAY PAY ITEMS					
01-1	MOBILIZATION/ DEMOBILIZATION	LS		1	
02-1	MAINTENANCE OF TRAFFIC	LS		1	
02-14	TRAFFIC CONTROL OFFICER (OFF DUTY LAW ENFORCEMENT)	PH		500	
04-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS		1	
10-1-1	CLEARING & GRUBBING	LS		1	
10-7-1	MAILBOX F & I	EA		27	
20-1	REGULAR EXCAVATION	CY		257,033	
20-4	SUBSOIL EXCAVATION	CY		1,322	
20-6	EMBANKMENT	CY		53,319	
60-4	TYPE "B" STABILIZATION	SY		88,177	
85-709 86-1	CEMENTED COQUINA (LBR 100) (10") TURNOUT CONSTRUCTION	SY SY		73,855 935	
34-1-13	SUPERPAVE ASPHALT CONCRETE (SP-12.5) (TRAFFIC C) (2.0")	TN		8,694	
37-7-82	ASPHALTIC CONCRETE FRICTION COURSE (FC-9.5) (TRAFFIC C) (2.0)	TN		4,347	
00-1-2	CLASS I CONCRETE (ENDWALL)	CY		3.3	
00-2-2	CLASS II CONCRETE (ENDWALL)	CY		28.1	
15-1-1	REINFORCING STEEL (ROADWAY)	LB		2,073	
25-1-351	INLETS (CURB) (TYPE P-5) (<10')	EA		10	
25-1-355	INLETS (CURB) (TYPE P-5) (PARTIAL)	EA		1	
25-1-361	INLETS (CURB) (TYPE P-6) (<10')	EA		21	
25-1-451	INLETS (CURB) (TYPE J-5) (<10')	EA		2	
25-1-452	INLETS (CURB) (TYPE J-5) (>10')	EA		1	
25-1-461	INLETS (CURB) (TYPE J-6) (<10')	EA		3	
25-1-462	INLETS (CURB) (TYPE J-6) (>10')	EA		2	
25-1-521	INLETS (DT BOT) (TYPE C) (<10')	EA		4	
25-1-541 25-1-559	INLETS (DT BOT) (TYPE D) (<10') INLETS (DT BOT) (TYPE E) (>10') (CONTROL STRUCTURE)	EA EA		1 2	
25-1-582	INLETS (DT BOT) (TYPE H, 4-GRATE) (>10') (CONTROL STRUCTURE)	EA		1	
25-2-61	MANHOLES (P-8) (<10')	EA		1	
25-2-71	MANHOLES (J-7) (<10')	EA		5	
25-2-72	MANHOLES (J-7) (>10')	EA		2	
30-175-118	PIPE CULVERT (RCP) (ROUND) (18" SS)	LF		2,113	
30-175-118A	PIPE CULVERT (C.A.P.) (ROUND) (18" SS)	LF		122	
30-175-118B	PIPE CULVERT (P.P.) (ROUND) (18" SS)	LF		320	
30-175-124	PIPE CULVERT (RCP) (ROUND) (24" SS)	LF		2,339	
30-175-124B	PIPE CULVERT (P.P.) (ROUND) (24" SS)	LF		225	
30-175-130	PIPE CULVERT (RCP) (ROUND) (30" SS)	LF		1,236	
30-175-130A	PIPE CULVERT (C.A.P.) (ROUND) (30" SS)	LF		20	
30-175-130B	PIPE CULVERT (P.P.) (ROUND) (30" SS)	LF LF		48	
30-175-136 30-175-136B	PIPE CULVERT (RCP) (ROUND) (36" SS) PIPE CULVERT (P.P.) (ROUND) (36" SS)	LF		1,192	
30-175-142	PIPE CULVERT (RCP) (ROUND) (42" SS)	LF		91	
30-175-142B	PIPE CULVERT (P.P.) (ROUND) (42 SS)	LF		110	
30-175-160	PIPE CULVERT (RCP) (ROUND) (60" SS)	LF		2608	
30-175-160A	PIPE CULVERT (C.A.P.) (ROUND) (60" SS)	LF		80	
30-175-166	PIPE CULVERT (RCP) (ROUND) (66" SS)	LF		48	
30-175-172	PIPE CULVERT (RCP) (ROUND) (72" SS)	LF		132	
30-175-248	PIPE CULVERT (ERCP) (38" X 60" SS)	LF		86	
30-982-125	MITERED END SECTION (CONC.) (18" CD) (4:1)	EA		10	
30-982-129	MITERED END SECTION (CONC.) (24" CD) (4:1)	EA		3	
30-984-133	MITERED END SECTION (CONC.) (30" SD) (2:1)	EA LF		3	
20-1-10 20-1-11	CONCRETE CURB & GUTTER (TYPE F) CONCRETE CURB & GUTTER (TYPE F) (MOD.)	LF		19211 14900	
20-1-11 22-2	CONCRETE CORB & GUTTER (TYPE F) (MOD.) CONCRETE SIDEWALK & DRIVEWAY , 6" THICK	SY		14900	
22-2	DETECTABLE WARNINGS	SF		190	
30-3-4	RIPRAP, RUBBLE (F&I) (DITCH LINING)	TN		555	
50-10-222	FENCING (TYPE B) (6.0') (WITH VINYL COATING)	LF		2983	
50-60-225	FENCE GATE (TYPE B) (DOUBLE) (24.0' OPENING)	EA		3	
70-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY		60000	
30-2-11A	CONDUIT (OPEN TRENCH) (F&I) (2")	LF		7893	
35-2-12	PULL AND SPLICE BOX (F&I) (17"X30") (PULL BOX)	EA		11	
35-2-13	PULL AND SPLICE BOX (F&I) (30"X48") (SLACK BOX)	EA		9	
99-1	RECORD DRAWINGS	LS		1	

00310-3

ITEMIZED BID SCHEDULE					
PROJECT NAME: 66th Ave From 69th St to CR-510/85th Street					
PROJECT NO. IRC-1505B	BID NO.	2022xxx	FM NOS. 436379-2-54-01		
BIDDER'S NAME:					

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PROJECT QUANTITY	PROJECT COST
SIGNING AND PAVEMEN	NT MARKING PAY ITEMS			1	
700-1-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS		65	
700-1-12	SINGLE POST SIGN (FURNISH & INSTALL) (12-20 SF)	AS		3	
700-2-12	MULTI-POST SIGN (FUNISHED & INSTALLED) (12-20 SF)	AS		2	
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA		969	
711-11-121	THERMOPLASTIC, STD, WHITE, SOLID, 6"	LF		20019	
711-11-122	THERMOPLASTIC, STD, WHITE, SOLID, 8"	LF		5194	
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF		1149	
711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF		1568	
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF		248	
711-11-131 711-11-141	THERMOPLASTIC, STD, WHITE, SKIP (10'-30'), 6"	LF LF		14715	
711-11-141 711-11-160	THERMOPLASTIC, STD, WHITE, SKIP (2'-4' / 6'-10'), 6" THERMOPLASTIC, STD, WHITE, MESSAGE	EA		2274 28	
711-11-180	THERMOPLASTIC, STD, WHITE, MESSAGE THERMOPLASTIC, STD, WHITE, ARROW	EA		77	
711-11-221	THERMOPLASTIC, STD, YELLOW, SOLID 6"	LF		20799	
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID 18"	LF		1338	
711-11-241	THERMOPLASTIC, STD, YELLOW, SKIP (2'-4' / 6'-10'), 6"	LF		1036	
/11 11 241			RKING SUB-TOTAL =	1050	
ROADWAY PAY ITEMSLA	NDSCPE PAY ITEMS	-		-	
570-1-2B	PERFORMANCE TURF (SOD) (ST AUGUSTINE 'FLORATAM')	SY		16606	
580-1-1	LANDSCAPE (SMALL PLANTS)	LS		1	
580-1-2	LANDSCAPE (LARGE PLANTS)	LS		1	
580-12-10	FLORA-MULCH (3" DEPTH)	CY		700	
162-1-3	PREPARED SOIL LAYER (SPECIAL DEPTH)	CY		950	
590-70	IRRIGATION COMPLETE	LS		1	
SIGNALIZATION PAY ITE		SCAPE SUB-	TOTAL		
630-1-11C	CONDUIT (SIGNAL) (F & I) (OPEN TRENCH)	LF		235	
630-1-12	CONDUIT (SIGNAL) (F & I) (DIRECTIONAL BORE)	LF		1845	
632-7-1	CABLE (SIGNAL) (F & I)	PI		1	
632-7-6	SIGNAL CABLE (REMOVE - INTERSECTION)	PI		1	
635-1-11	PULL BOX (F & I) (TRAFFIC SIGNAL)	EA		13	
639-1-610	ELECTRICAL POWER SERVICE (REMOVE - OVERHEAD)	AS		1	
639-1-111	ELECTRICAL POWER SERVICE (SIGNAL) (ABOVE GROUND) (METER PURCHASED BY CONTRACTOR)	AS		1	
639-2-1	ELECTRICAL SERVICE WIRE (F & I)	LS		1	
639-3-11	ELECTRICAL SERVICE DISCONNECT (F & I) (POLE MOUNTED)	EA		1	
641-2-12	PRESTRESSED CONC. POLE (F & I) (TYPE P-II SERVICE POLE)	EA		1	
641-2-80	PRESTRESSED CONC. POLE (COMPLETE POLE REMOVAL)	EA		2	
646-1-11	ALUMINUM SIGNALS POLE (PEDESTAL)	EA		6	
646-1-40	ALUMINUM SIGNALS POLE (REMOVE)	EA		2	
649-31-107	MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/ LUMINAIRE) (ARM LENGTH 46')	EA		1	
649-31-108	MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/ LUMINAIRE) (ARM LENGTH 60')	EA		1	
649-31-109	MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/ LUMINAIRE) (ARM LENGTH 70.5')	EA		2	
650-1-14	TRAFFIC SIGNAL (F & I) (POLYCARBONATE) (3-SECTION) (1-WAY)	AS		5	
650-1-16	TRAFFIC SIGNAL (F & I) (POLYCABONATE) (4-SECTION) (1-WAY)	AS		2	
650-1-18	TRAFFIC SIGNAL (F & I) (POLYCABONATE) (5-SECTION) (1-WAY) (STRAIGHT)	AS		3	
653-1-11	PEDESTRIAN SIGNAL (F & I) (LED-COUNTDOWN) (1-WAY)	AS		8	
665-1-11	PEDESTRIAN DETECTOR (F & I) (STANDARD)	AS		8	
660-4-11	VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (CABINET EQUIPMENT)	EA		1	
660-4-12	VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (ABOVE GROUND EQUIPMENT)	EA		4	
670-5-111	TRAFFIC CONTROLLER ASSEMBLY (F & I) (NEMA) (TYPE 5) (ONE PREEMPTION PLAN)	AS		1	
670-5-600	TRAFFIC CONTROLLER ASSEMBLY (REMOVE CONTROLLER WITH CABINET)	AS		1	
	ITS CCTV (F &I) (DOME ENCLOSURE - NON-PRESSURIZED) (IP) (HD)	EA		1	
682-1-133	113 CCTV (F &I) (DOME ENCLOSORE - NON-FRESSORIZED) (IF) (HD)	27.1			

F:\Public Works\ENGINEERING DIVISION PROJECTS\1505B-66th Ave Widening_69th St-85th St\1-Admin\Bids\Bid Documents\Master Contract Documents\IRC-1505B_IBS_DRAFT

ITEMIZED BID SCHEDULE PROJECT NAME: 66th Ave From 69th St to CR-510/85th Street PROJECT NO. IRC-1505B BID NO. 2022xxx FM NOS. 436379-2-54-01 BIDDER'S NAME:

PAY ITEM NO.	DESCRIPTION	UNIT	UNIT COST	PROJECT QUANTITY	PROJECT COST
685-1-14	UNINTERRUPTIBLE POWER SUPPLY (F & I) (LINE INTERACTIVE)	EA		1	
700-3-201	SIGN PANEL (F & I) (OVERHEAD MOUNT, <12 SF)	EA		4	
700-5-22	INTERNALLY ILLUMINATED SIGN (F & I) (OVERHEAD MOUNT, <12 SF)	EA		4	
715-1-11	LIGHTING CONDUCTORS (F & I) (INSULATED, No. 10 OR <)	LF		5742	
			SIGNALIZATI	ON SUB-TOTAL =	
			ROADW	AY SUB-TOTAL =	
		SIGNING AND	PAVEMENT MARKI	NG SUB-TOTAL =	
			LANDS	CAPE SUB-TOTAL	
			SIGNALIZATI	ON SUB-TOTAL =	
			GRAND TOTAL =		
			F	ORCE ACCOUNT	\$ 1,275,022.00
		TOTAL BID AMO	UNT (INCLUDING FO	RCE ACCOUNT) =	

LS=Lump Sum LF=Linear Foot EA=Each CY=Cubic Yard SY=Square Yard SF = Square Foot TN=Ton

AS=Assembly NM=Net Mile GM=Gross Mile LB = Pound CF = Cubic Foot PI = Per Intersection

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

TOTAL PROJECT BID AMOUNT IN WORDS

5.01 Bidder shall complete the Work in accordance with the Contract Documents for the price(s) contained in the Bid Schedule:

- A. The Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. The Owner reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans. Furthermore, the Owner reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of Contract or claims for loss of anticipated profits or any claims by the Contractor on account of such omissions.
- C. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided. The quantities actually required to complete the contract and work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.
- D. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified, which shall be stated in the Agreement.

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Itemized Bid Schedule;
 - B. Required Bid security in the form of _____;
 - C. Sworn Statement under Section 105.08, Indian River Code, on Disclosure of Relationships;
 - D. Sworn Statement Under the Florida Trench Safety Act;
 - E. Qualifications Questionnaire;
 - F. List of Subcontractors;
 - G. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on	, 20 <u></u> .	
State Contractor License No.		-
If Bidder is:		
<u>An Individual</u> Name (typed or printed):		-
Ву:		(SEAL)
Doing business as:		
Phone No.: Email:	FAX No.:	
<u>A Partnership</u> Partnership Name:		_ (SEAL)
By: (Signature of general partner -	attach evidence of authority to sign)
Name (typed or printed):		
Business address:		
	FAX No.:	
A Corporation		
State of Incorporation:		
	onal, Service, Limited Liability):	
By: (Signature attach evidence of at	uthority to sign)	
Name (typed or printed):		_
Title:		
Attest (Signature of Corporate Sec		(CORPORATE SEAL)
Phone No.: Email:	FAX No.:	
Date of Qualification to do busines	ss is	
	DIV 0_1_Bid and Contract_IRC-1505	5B_DRAFTBid Form - 00310 - 5

A Joint Venture

Joint Venture Name:	(SEAL)
By:	
Name (typed or printed):	
Title:	
Business address:	
Phone No.: Email:	
Joint Venture Name:	(SEAL)
By:	
(Signature attach evidence of authority to sign)	
Name (typed or printed):	
Title: Business address:	
Phone No.: FAX No.: Email:	
Phone and FAX Number, and Address for receipt of official communications:	

(Each joint venturor must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

* * END OF SECTION * *

DIV 0_1_Bid and Contract_IRC-1505B_DRAFTBid Form - 00310 - 6

SECTION 00430 – Bid Bond

AIA DOCUMENT A310 BID BOND

The Contractor shall use the document form entitled "AIA Document A310 Bid Bond."

END OF SECTION

Bid Bond REV 04-07 - 00430 - 1

SECTION 00452 – Sworn Statement on Disclosure of Relationships

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. 2022xxx

for 66TH AVE FROM 69TH STREET TO CR-510/85TH STREET

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address 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.]
 - <u>Neither the entity submitting this sworn statement</u>, 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 Commissione or employee	r Relationship
	(Signature)
STATE OF		Date)
COUNTY OF		
	_day of, 20	of physical presence or online , by
		e of Notary Public - State of Florida) mmissioned Name of Notary Public)
□ who is personally known to 	•	

* * END OF SECTION * *

SECTION 00454 – Sworn Statement Under the Florida Trench Safety Act

THIS FORM MUST BE SIGNED BY THE BIDDER WHO WILL BE RESPONSIBLE FOR THE EXCAVATION WORK ("BIDDER"), OR ITS AUTHORIZED REPRESENTATIVE, IN THE PRESENCE OF A NOTARY PUBLIC AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Project No. <u>IRC-1505B</u> for <u>66TH AVE FROM</u> <u>69TH STREET TO CR-510/85TH STREET</u>

2. This Sworn Statement is submitted by

(Position or Title)

(Legal Name of Entity Submitting Sworn Statement)

"BIDDER". The BIDDER's address is

BIDDER's Federal Employer Identification Number (FEIN) is

- 3. My name is ______ and my relationship to the BIDDER (Print Name of Individual Signing)
 - is _

I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

- 4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the <u>Trench Safety Act, Section 553.60 et.seq. Florida Statutes</u> and refer to the applicable Florida Statue(s) and/or OSHA Regulation(s) and include the "effective date" in the citation(s). Reference to and compliance with the applicable Florida Statute(s) and OSHA Regulation(s) is the complete and sole responsibility of the BIDDER. Such reference will not be checked by OWNER or ENGINEER and they shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.
- 5. The BIDDER assures the OWNER that it will comply with the applicable Trench Safety Standards.
- 6. The BIDDER has allocated and included in its bid the total amount of \$_____, based on the linear feet of trench to be excavated over five (5) feet deep, for compliance with the applicable Trench Safety Standards, and intends to comply with said standards by instituting the following specific method(s) of compliance on this Project:

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

7. The BIDDER has allocated and included in its bid the total amount of \$______ based on the square feet of shoring to be used for compliance with shoring safety requirements and intends to comply with said shoring requirements by instituting the following specific method(s) of compliance on this Project: ______ The determination of the appropriate method(s) of compliance is the complete and sole responsibility of the BIDDER. Such methods will not be checked by the OWNER or ENGINEER for accuracy, completeness or any other purpose. The OWNER and ENGINEER shall have no responsibility to review or check the BIDDER's compliance with the Trench Safety Standards.

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

	BIDDER:
	Ву:
	Position or Title:
	Date:
STATE OF	_
COUNTY OF	_
	before me by means of \Box physical presence or \Box onlineof 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 □ as	

* * END OF SECTION * *

SECTION 00456 – Qualifications Questionnaire

NOTICE: THE OWNER RETAINS THE DISCRETION TO REJECT THE BIDS OF NON-**RESPONSIBLE BIDDERS.**

Documentation Submitted with Project No: IRC-1505B

Project Name: 66TH AVE FROM 69TH STREET TO CR-510/85TH STREET

- 1. Bidder's Name / Address:
- Bidder's Telephone & FAX Numbers: _____ 2.
- 3. Licensing and Corporate Status:
 - a.
 - Is Contractor License current? ______ Bidder's Contractor License No: b. [Attach a copy of Contractor's License to the bid]
 - Attach documentation from the State of Florida Division of Corporations that C. indicates the business entity's status is active and that lists the names and titles of all officers.
- Number of years the firm has performed business as a Contractor in construction work of 4. the type involved in this contract:
- 5. What is the last project OF THIS NATURE that the firm has completed?
- 6. Has the firm ever failed to complete work awarded to you?

[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which the firm failed to complete the work.]

7. Has the firm ever been assessed liquidated damages?

> [If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which liquidated damages have been assessed.]

8. Has the firm ever been charged by OSHA for violating any OSHA regulations?

[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which OSHA violations were alleged.]

9. Has the firm implemented a drug-free workplace program in compliance with Florida Statute 287.087? _____

(In the case of a tie, preference will be given to businesses with drug-free workplace programs)

10. Has the firm ever been charged with noncompliance of any public policy or rules?

[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project.]

- 11. Attach to this questionnaire, a notarized financial statement and other information that documents the firm's financial strength and history.
- 12. Has the firm ever defaulted on any of its projects?

[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which a default occurred.]

- 13. Attach a separate page to this questionnaire that summarizes the firm's current workload and that demonstrates its ability to meet the project schedule.
- 14. Name of person who inspected the site of the proposed work for the firm:

Name: Date of inspections:	Name:	Date of Inspections:
----------------------------	-------	----------------------

15. Name of on-site Project Foreman: _____

Number of years of experience with similar projects as a Project Foreman: _____

16. Name of Project Manager: _____

Number of years of experience with similar projects as a Project Manager:

- 17. State your total bonding capacity:
- 18. State your bonding capacity per job: _____
- 19. Please provide name, address, telephone number, and contact person of your bonding company:

[The remainder of this page was left blank intentionally]

19. Complete the following table for SIMILAR projects:

Name of Project	Date Completed	Owner	Contact Person: Name/ Email Address/Phone	Original Contract Amount	Final Contract Amount

SECTION 00458 – List of Subcontractors

The Bidder **MUST** list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Bids, additions, changes or substitutions will not be allowed unless approved by Indian River County after a request for such a change has been submitted in writing by the Contractor, which shall include reasons for such request.

Documentation Submitted with Project No. <u>IRC-1505B</u> for <u>66TH AVE FROM 69TH STREET TO</u> <u>CR-510/85TH STREET</u>

	Work to be Performed	Subcontractor's Name/Address	Portion of Work (%)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			

Note: Attach additional sheets if required.

* * END OF SECTION * *

SECTION 00460 – CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majorityowned 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: _____

BOARD OF COUNTY COMMISSIONERS



Month xx, 2022

via Email

Company Attn: Address Address Email address

NOTICE OF AWARD

Reference: Indian River County Bid No. 2022xxx Project Name: 66TH AVE FROM 69TH STREET TO CR-510/85TH STREET

Dear Mr./Ms. :

It is my pleasure to inform you that on [DATE] the Board of County Commissioners awarded the abovereferenced project to your company. The following documents are required before the applicable County department can issue a "Notice to Proceed" letter.

- 1. <u>Public Construction Bond (unrecorded)</u> in the amount of **100%** of the award amount **(\$.....)**.
- 2. <u>Two Signed Copies of Enclosed Agreement.</u>
- <u>Certificate of Insurance</u> indicating coverage required by Article 5 of the General Conditions (section 00700 of the bid documents) and Supplemental Conditions (Section 00800 of the bid documents). Certificate(s) **must name** <u>Indian River County</u> as additional insured and must provide for a 30-day Notice of Cancellation.
- 4. <u>W-9.</u>

The Public Construction Bond must be executed in accordance with section 255.05(1)(a), Florida Statutes. Please submit the Bond, W-9, the Certificate(s) of Insurance and two fully-executed copies of the enclosed agreement to this office at the address provided below no later than [Due **DATE (15 days from award)**]. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of award.

Thank you for your prompt attention and if you have any questions, please do not hesitate to contact our office.

Sincerely,

Jennifer Hyde Purchasing Manager

cc: Engineering Division

Office of Management and Budget • Purchasing Division 1800 27th Street, Vero Beach, Florida 32960•(772) 226-1416•Fax: (772) 770-5140 E-mail: <u>purchasing@ircgov.com</u>

Notice of Award - 00510-1

SECTION 00520 Agreement (Public Works)

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SECTION 00520 Agreement (Public Works)

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

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

The proposed improvements will include widening and reconstruction of the existing roadway to a 4-lane divided roadway section within the project limits. Curb and gutter and a raised median will be provided. An 8-foot-wide concrete sidewalk will be specified on the west side of the roadway. Also included will be stormwater drainage improvements, pavement markings, traffic signals and landscape and irrigation improvements.

ARTICLE 2 - THE PROJECT

2.01 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:	66TH AVE FROM 69TH STREET TO CR-510/85TH STREET
County Project Number:	IRC-1505B
FM Number:	<u>436379-2-54-01</u>
Bid Number:	<u>2022xxx</u>
Project Address:	66 Avenue, Vero Beach, FL 32967

ARTICLE 3 - ENGINEER

3.01 The Indian River County Public Works Department is hereinafter called the ENGINEER and will act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 *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 Contract Documents are of the essence of the Contract.
- 4.02 Days to Achieve Substantial Completion, Final Completion and Final Payment

Agreement (Public Works) REV 04-07 - 00520 - 2

A. The Work will be substantially completed on or before the <u>540th</u> calendar day after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before the <u>570th</u> calendar day after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Liquidated damages will commence for this portion of work. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$4,769.00** for each calendar day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$4,769.00** for each calendar day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A and summarized in paragraph 5.01.B, below:
 - A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.
 - B. THE CONTRACT SUM subject to additions and deductions provided in the Contract:

Numerical Amount: \$_____

Written Amount:

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions and the Contract Documents.

6.02 Progress Payments.

A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain five percent (5%) of the payment amounts due to the CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.

6.03 Pay Requests.

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

6.04 Paragraphs 6.02 and 6.03

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

- 6.05 Acceptance of Final Payment as Release.
 - A. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work under this Contract 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 the Contract Documents or the Public Construction Bond.

ARTICLE 7 - INDEMNIFICATION

- 7.01 CONTRACTOR shall indemnify OWNER, ENGINEER, and others in accordance with paragraph 6.20 (*Indemnification*) of the General Conditions to the Construction Contract.
- 7.02 "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement."

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 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 Bidding 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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. 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
- F. 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.
- G. 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.
- H. 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.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Contractor is registered with and will use the Department of Homeland Security's E-Verify system (<u>www.e-verify.gov</u>) to confirm the employment eligibility of all newly hired employees Agreement (Public Works) REV 04-07 - 00520 - 5

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 for all subcontractors.

ARTICLE 9 - CONTRACT DOCUMENTS

- 9.01 Contents
 - A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-10, inclusive);
 - 2. Notice to Proceed (page 00550-1);
 - 3. Public Construction Bond (pages <u>00610-1</u> to <u>00610-3</u>, inclusive);
 - 4. Sample Certificate of Liability Insurance (page 00620-1);
 - 5. Contractor's Application for Payment (pages <u>00622-1</u> to <u>00622-6</u> inclusive);
 - 6. Certificate of Substantial Completion (pages <u>00630-1</u> to <u>00630-2</u>, inclusive);
 - 7. Contractor's Final Certification of the Work (pages <u>00632-1</u> to <u>00632-2</u>, inclusive);
 - 8. Professional Surveyor & Mapper's Certification as to Elevations and Locations of the Work (page <u>00634-1);</u>
 - 9. General Conditions (pages 00700-1 to 00700-38, inclusive);
 - 10. Supplementary Conditions (pages <u>00800-1</u> to <u>00800-12</u>, inclusive);
 - 11. Specifications as listed in Division 1 (General Requirements) and Division 2 (Technical Provisions);
 - 12. Drawings consisting of Roadway Plans with a cover sheet (Sheet No. 1), and sheets numbered <u>Sheet No. 2 through 155</u>, Signing and Marking Plans, Signalization Plans and Landscape Plans inclusive, with each sheet bearing the following general title: <u>66th</u> <u>Avenue Roadway Widening – Phase II, 69th Street to 81st Street</u>;
 - 13. Addenda (if applicable _____);
 - 14. Appendices to this Agreement (enumerated as follows):

Appendix A – Permits

- Appendix B Indian River County Fertilizer Ordinances
- Appendix C Indian River County Traffic Engineering Special Conditions for Right of Way Construction
- Appendix D Subsurface Soil Exploration and Geotechnical Engineering Evaluation
- 15. CONTRACTOR'S BID (pages <u>00310-1</u> to <u>00310-6</u>, inclusive);
- 16. Bid Bond (page <u>00430-1);</u>

- 17. Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages <u>00452-1</u> to <u>00452-2</u>, inclusive);
- 18. Sworn Statement Under the Florida Trench Safety Act (pages <u>00454-1</u> to <u>00454-2</u>, inclusive);
- 19. Qualifications Questionnaire (page <u>00456-1</u> to <u>00456-2</u>, inclusive);
- 20. List of Subcontractors (page 00458-1);
- 21. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (page <u>00460-1</u>);

22. 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 10 - MISCELLANEOUS

- 10.01 Terms
 - A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract 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.

10.03 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.

10.04 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.

10.05 Venue

A. This Contract 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 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.

10.06 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 <u>publicrecords@ircgov.com</u> Indian River County Office of the County Attorney 1801 27th Street Vero Beach, FL 32960

Agreement (Public Works) REV 04-07 - 00520 - 8

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

[The remainder of this page was left blank intentionally]

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 _____day_____ of 20____ (the date the Contract is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

CONTRACTOR: **OWNER:** INDIAN RIVER COUNTY Peter D. O'Bryan, Chairman By: _____(Contractor) By: Jason E. Brown, County Administrator (CORPORATE SEAL) Attest APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By: ____ Dylan Reingold, County Attorney Address for giving notices: Jeffrey R. Smith, Clerk of Court and Comptroller License No. ______(Where applicable) Attest: Deputy Clerk Agent for service of process: (SEAL) **Designated Representative:** Designated Representative: Name: James W. Ennis, P.E., PMP Title: Assistant Public Works Director Name: _____ 1801 27th Street Title: Vero Beach, Florida 32960 Address: (772) 226-1221 Facsimile: (772) 226-1371 Phone: Facsimile:

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

* * END OF SECTION * *

Agreement (Public Works) REV 04-07 - 00520 - 10

By:

Dated

(BIDDER)
ADDRESS:
Contract For:

66TH AVE FROM 69TH STREET TO CR-510/85TH STREET

(Insert name of Contract as it appears in the Contract Documents)

Project No:	<u>IRC-1505B</u>
FM No:	436379-2-54-01
IRC Bid No.	<u>2022xxx</u>

You are notified that the Contract Times under the above contract will commence to run on ______. By that date, you are to start performing your obligations under the Contract Documents. The contract has allocated **540** calendar days for Substantial Completion of this project and **570** calendar days for Final Completion. In accordance with Article 4 of the Agreement the date of Substantial Completion is ______ and the date of readiness for final payment is _____.

CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under Article 5 and such insurance has been delivered to the OWNER and approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with Article 13.

Also, before you may start any Work at the Site, you must: (add other requirements, if applicable)

INDIAN RIVER COUNTY (OWNER) By:______ (AUTHORIZED SIGNATURE) (TITLE) Notice to Proceed REV 04-07 _ 00550 - 1

TO:

SECTION 00610 - 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.

FRONT PAGE

Public Construction Bond - 00610 - 2

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._____(<u>enter bond number)</u>

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)

Public Construction Bond - 00610 - 4

CERTIFICATE OF LIABILITY INSURANCE					
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEN OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
	COMPANIES AFFORDING COVERAGE				
INSURED	COMPANY A -				
	COMPANY B -				
	COMPANY C -				
	COMPANY D -				
	COMPANY E -				

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE ACCORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURA	NCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DE)/YY)	POLICY EXPIRATION DATE (MM/D/YY)		LIMITS		
2.1.	GENERAL LIABILITY						EACH OCCURRE		\$	1,000,000
А		LIABILITY					FIRE DAMAGE (\$	50,000
							MED. EXP. (Any		\$	5,000
							PERSONAL & AL	OV INJURY	\$	1,000,000
							GENERAL AGGE	REGATE	\$	1,000,000
							PRODUCTS - CO	OMP/OP AGG.	\$	1,000,000
									\$	
A	AUTOMOBILE LIABILITY						COMBINED SING (Ea. Occurrence)		\$	1,000,000
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per Person)		\$	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per Accident)		\$	
							PROPERTY DAMAGE		\$	
	GARAGE LIABILITY						AUTO ONLY - E	A ACCIDENT	\$	
							OTHER THAN	EA ACC	\$	
							AUTO ONLY	AGG	\$	
A	EXCESS LIABILITY						EACH OCCURRE	NCE		
		LAIMS MADE								
							AGGREGATE		\$	
	□ RETENTION \$								\$	
									\$	
A	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	AND						RY LIMITS		
							E.L. EACH ACCI	DENT	\$	100,000
	THE						E.L. DISEASE - I	EA	\$	500,000
	PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:						E.L. DISEASE-POLICY LIMIT \$ FULL REPLACEMENT COST OF THE WORK		\$	100,000
A	THE PROPRIETOR/PARTNERS/	INCL EXCL	ES/SPECIAL ITE	MS			E. E. FI	.L. EACH ACCII .L. DISEASE – I .L. DISEASE-PC ULL REPLACEI	ULL REPLACEMENT COST	JWC STATUTORY LIMITS JL. EACH ACCIDENT \$ JL. DISEASE – EA \$ JL. DISEASE-POLICY LIMIT \$ JULL REPLACEMENT COST
	ICATE HOLDER		NSURED; INSUR		CANCE					
		ADDITIONAL I	NSURED; INSUR	ER LETTER:	SHOUL EXPIRA DAYS V TO MA	LLATION D ANY OF THE ABOVE D ATION DATE THEREOF, T WRITTEN NOTICE TO THE IL SUCH NOTICE SHALL I THE COMPANY, ITS AGE!	HE ISSUING COMP CERTIFICATE HO MPOSE NO OBLIG	ANY WILL ENDEA LDER NAMED TO ATION OR LIABIL	VOR TO	0 MAIL 30 FT. FAILURE
INDIA	TIONAL INSURED: N RIVER COUNTY				AUTHO	DRIZED REPRESENTATIV	E			

1801 27TH STREET, VERO BEACH, FL 32960-3388

SECTION 00622 – Contractor's Application for Payment 66th Ave From 69th Street to CR-510/85th Street

		Appli For Work Accomplished through the period of	ication for Payment through	No. <u>.</u>
	o: rom:	Indian River County (OWNER))R)	
F	Projec M No Bid No			
1)	Attach detailed schedule and copies of all paid invoices.		
	1.	Original Contract Price:		\$
	2.	Net change by Change Orders and Written Amendments (+ or	-):	\$
	3.	Current Contract Price (1 plus 2):		\$
	4.	Total completed and stored to date:		\$
	5.	Retainage (per Agreement):		
		<u>5</u> % of completed Work:	•	
		% of retainage:	<u>\$</u>	•
	6	Total Retain	•	<u>♦</u>
	6. 7.	Total completed and stored to date less retainage (4 minus 5): Less previous Application for Payments:		<u>₽</u>
				<u>φ</u>
	8.	DUE THIS APPLICATION (6 MINUS 7):		\$

CONTRACTOR'S CERTIFICATION:

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR certifies that (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 the 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. Updated Construction Schedule per Specification Section 01310.

Dated		By:		
			(CONTRACTOR – must be sign an Officer of the Corporation)	ed by
STATE OF			Print Name and Title	
COUNTY OF				
	day of		ns of \Box physical presence or \Box on 20, by	
		(Signature of Nota (Print, Type, or Sta	ary Public - State of Florida) amp Commissioned Name of Nota	ry Public)
□ who is personally kr			d	
Please remit paymen	t to:			
Contractor's Name:				
Address:				
*****		***	*****	

[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 FLORIDA COUNTY OF INDIAN RIVER

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared ______, to me well known or who produced _______ as identification, who being by me first duly sworn upon oath, says that he/she is the ______ for and that he/she has been authorized by _______ it to approve payment by the OWNER to the CONTRACTOR of the foregoing Contractor's Application for Payment. Subscribed and sworn to before me this ______ day of _______, 20____.

Notary Public, State of _____

My Commission Expires: _____

[The remainder of this page was left blank intentionally]

Contractor's Application for Partial Payment - 06-09 rev - 00622 - 3

CERTIFICATION OF PROJECT MANAGER:

I certify that I have reviewed the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it appears to be a reasonably accurate statement of the work performed and/or material supplied by the Contractor. 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 INSPECTOR:

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. To the best of my knowledge, this statement of work performed and/or materials supplied appears to be reasonably accurate, that the Contractor appears to be observing the requirements of the Contract with respect to construction, and that the Contractor should be paid the amount requested above, unless otherwise noted by me. 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 _____

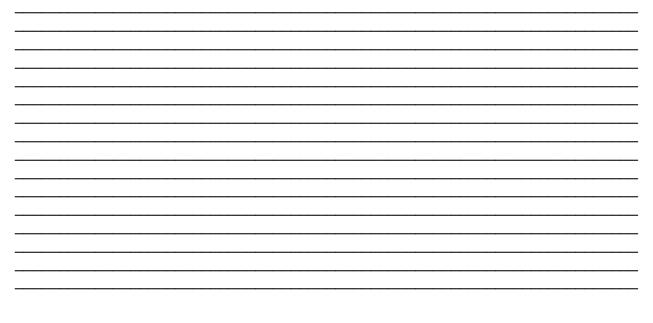
SIGNATURE

[The Remainder of This Page Was Left Blank Intentionally]

ATTACHMENT A

1. List of all subcontractors, laborers, materialmen and suppliers who have not been paid from the payment received from the last Pay Request and the reason why they were not paid (attach additional pages as necessary):

2. List of all subcontractors, laborers, materialmen and suppliers for which a signed release of lien form (partial or final as applicable) is not included with this Pay Request, together with an explanation as to why the release of lien form is not included (attach additional pages as necessary):



PROJECT NAME: 66TH AVE FROM 69TH STREET TO CR-510/85TH STREET

Project No. <u>IRC-1505B</u> Payment Application No.

								WORK C	OMPLETE	D					
		-	-	SCHEDULE	D VALUE	PREVIO APPLICA		THIS PE			OMPLETED	%	MATERIALS	BALANC	
ltem No.	Description	Unit	Quantity	Unit Price	Amount	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL		STORED	QUANTITY	TOTAL
_	SUBTOTAL	-	-	SUBTOTAL	0.00		0.00		0.00		0.00		0.00		0.00
	FORCE ACCOUNT	1	LS												
	GRAND						1								<u> </u>
	TOTAL			TOTAL	0.00										
AMOUNT COMPLETED TO DATE MATERIALS STORED TO DATE SUB-TOTAL MATERIALS STORED AND COMPLETED TO DATE								ETED TO	\$0.00 \$0.00 \$0.00						

RETAINAGE AT 5%

LESS PREVIOUS PAYMENT

AMOUNT DUE CONTRACTOR

TOTAL COMPLETED AND STORED LESS RETAINAGE

\$0.00

\$0.00

\$0.00

\$0.00

SECTION 00630 -	- Certificate o	of Substantial	Completion
------------------------	-----------------	----------------	------------

Date of Issuance: , 20

OWNER: CONTRACTOR: CONTRACT FOR: Project No.: FM No.:	Indian River County 66th Ave From 69th Street to CR-510/85th Street IRC-1505B 436379-2-54-01
Project Description:	The proposed improvements will include widening and reconstruction of the existing roadway to a 4-lane divided roadway section within the project limits. Curb and gutter and a raised median will be provided. An 8-foot-wide concrete sidewalk will be specified on the west side of the roadway. Also included will be stormwater drainage improvements, pavement markings, traffic signals and landscape and irrigation improvements.
OWNER's Bid No.	<u>2022xxx</u>

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To:

OWNER

And To:

CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be allinclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within <u>30</u> calendar days of the above date of Substantial Completion. The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER:

CONTRACTOR:

The following documents are attached to and made a part of this Certificate:

[For items to be attached see definition of Substantial Completion as supplemented and other specifically noted conditions precedent to achieving Substantial Completion as required by Contract Documents.]

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on:	(Date).
ENGINEER:	
By:(Authorized Signature)	
CONTRACTOR accepts this Certificate of Substantial Completion on	(date).
CONTRACTOR:	
By:(Authorized Signature)	
OWNER accepts this Certificate of Substantial Completion on (date).	
OWNER: INDIAN RIVER COUNTY	
By:(Authorized Signature)	
* * END OF SECTION * *	

Certificate of Substantial Completion REV 04-07 - 00630 - 2

SECTION 00632 - CONTRACTOR'S FINAL CERTIFICATION OF THE WORK (TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

PROJECT NAME: 66th Ave From 69th Street to CR-510/85th Street PROJECT NO: IRC-1505B

STATE OF ______

Personally before me the undersigned officer, authorized by the laws of said state to administer oaths, comes _______, who on oath says: That he is the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said state, did on the _____ day of ______, 20_____, enter into a contract for the performance of certain work, more particularly described as follows:

The proposed improvements will include widening and reconstruction of the existing roadway to a 4-lane divided roadway section within the project limits. Curb and gutter and a raised median will be provided. An 8-foot-wide concrete sidewalk will be specified on the west side of the roadway. Also included will be stormwater drainage improvements, pavement markings, traffic signals and landscape and irrigation improvements.

UNDER PENALTY OF PERJURY, affiant further says that said construction has been completed and the Contract therefore fully performed and final payment is now due and that all liens of all firms and individuals contracting directly with or directly employed by such CONTRACTOR have been paid in full EXCEPT:

Name

Description/Amount

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

Affiant further says that:

- 1. CONTRACTOR has reviewed the Contract Documents.
- 2. CONTRACTOR has reviewed the Work for compliance with the Contract Documents.
- 3. CONTRACTOR has completed the Work in accordance with the Contract Documents.

Contractor's Final Certification of the Work - 00632-1

4.	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.
5.	The Work is complete and ready for final acceptance by the OWNER.
6.	CONTRACTOR hereby certifies that it has no claims against the OWNER.
	(Corporate Seal)
	(Contractor)
	Ву:
ST	ATE OF
СС	OUNTY OF
	forn to (or affirmed) and subscribed before me by means of \Box physical presence or \Box ine notarization, thisdayday of 20, by
(na	me 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 \Box who has produced

_____ as identification.

+ + END OF SECTION + +

SECTION 00634 - PROFESSIONAL SURVEYOR AND MAPPER'S CERTIFICATION AS TO ELEVATIONS AND LOCATIONS OF THE WORK

(TO BE COMPLETED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER RETAINED BY THE CONTRACTOR AND TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

I CERTIFY that I am a Florida Professional Surveyor and Mapper retained by:

(Insert name of CONTRACTOR)

Who is the CONTRACTOR for the following Project:

PROJECT NAME: <u>66th Ave From 69th Street to CR-510/85th</u> <u>Street</u>

PROJECT # IRC-1505B

I FURTHER CERTIFY that I have personally performed the survey work for the preparation of Record Drawings for the CONTRACTOR for this project or that such work was performed under my direct control and supervision.

I FURTHER CERTIFY that all constructed elevations and locations of the Work are in conformance with the Contract Documents, except for discrepancies listed below.

[Attach additional sheets as necessary]	
	(SURVEYOR'S SEAL)
CERTIFIED BY:	
Drinted Name:	
Printed Name:	
Florida Professional Surveyor and Mapper Registration Number:	
Date Signed and Sealed by Professional Surveyor and Mapper:	
Company Name:	
Company Address:	
Telephone Number:	

DIV 0_1_Bid and Contract_IRC-1505B_DRAFT - 00634 - 1

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE a practice division of the NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Construction Specifications Institute

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National Society of Professional Engineers 1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council 1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers 345 East 47th Street, New York, NY 10017

General Conditions - 00700 - I

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda--*Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement--*The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. Application for Payment--The form acceptable to ENGINEER which is to be used by CON-TRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos--*Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid--*The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents--*The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements--*The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds--*Performance and payment bonds and other instruments of security.

9. Change Order--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim--*A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract--*The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. Contract Documents--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. Contract Price--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. Contract Times--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. CONTRACTOR--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work--*See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other

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CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement--*The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER--*The individual or entity named as such in the Agreement.

20. ENGINEER's Consultant--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order--*A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements--*Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition--*The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste--*The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. Laws and Regulations; Laws or Regulations--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone--*A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. Notice of Award--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement. 29. *Notice to Proceed--*A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization-*-Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. PCBs--Polychlorinated biphenyls.

33. *Petroleum--*Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual--*The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material--*Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative--*The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples--*Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings--*All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. Site--Lands or areas indicated in the Contract Documents as being furnished by OWNER General Conditions - 00700 - 2 upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications--*That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor--*An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. Substantial Completion--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. Supplementary Conditions--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. Underground Facilities--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work--*Work to be paid for on the basis of unit prices.

48. *Work--*The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. Work Change Directive--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. Written Amendment--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 Terminology

A. Intent of Certain Terms or Adjectives

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGI-NEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. Day

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does General Conditions - 00700 - 3 not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 Copies of Documents

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the ninetieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

A. CONTRACTOR's Review of Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRAC-TOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. Evidence of Insurance: Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 Preconstruction Conference

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 Initial Acceptance of Schedules

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGI-NEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

> 1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

> 2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a

workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, General Conditions - 00700 - 5 ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 Reuse of Documents

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGI-NEER has used in preparing the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is

entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or General Conditions - 00700 - 7 becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CON-TRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

If OWNER and CONTRACTOR are 3. unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRAC-TOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents, c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

If ENGINEER concludes that a 2 change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CON-TRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points General Conditions - 00700 - 8 and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. Limited Reliance by CONTRACTOR on Technical Data Authorized: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

> 1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

> 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

> 3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGI-NEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CON-TRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGI-NEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created General Conditions - 00700 - 9

by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negliaence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act. C. If the surety on any Bond furnished by CON-TRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWN-ER or any other additional insured) which CON-TRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 CONTRACTOR's Liability Insurance

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, and consultants agents, other and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CON-TRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CON-TRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 OWNER's Liability Insurance

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

> 1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

> 2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and General Conditions - 00700 - 11

equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGI-NEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CON-TRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWN-ER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWN-ER.

5.07 Waiver of Rights

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, General Conditions - 00700 - 12 ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CON-TRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CON-TRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 Labor; Working Hours

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGI-NEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. "Or-Equal" Items: If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or

equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGI-NEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. Engineer's Evaluation: ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. ENGINEER's Cost Reimbursement: ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the General Conditions - 00700 - 15 provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CON-TRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. CONTRACTOR's Expense: CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CON-TRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGI-NEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 Patent Fees and Royalties

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or General Conditions - 00700 - 16

ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers. architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 Laws and Regulations

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03. C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

- 6.10 Taxes
 - A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
 - B. OWNER qualifies for state and local sales tax exemption in the purchase of all material and equipment.
- 6.11 Use of Site and Other Areas
 - A. Limitation on Use of Site and Other Areas

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or General Conditions - 00700 - 17 occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRAC-TOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 Safety and Protection

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CON-TRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by CONTRACTOR's duties and any of them). responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGI-NEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGI-NEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CON-TRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. ENGINEER's Review

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGI-NEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for General Conditions - 00700 - 19 by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

ENGINEER's review and approval of 3. Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGI-NEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CON-TRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. Resubmittal Procedures

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGI-NEER on previous submittals.

6.18 Continuing the Work

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 CONTRACTOR's General Warranty and Guarantee

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

> 1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

> 1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

> 2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the General Conditions - 00700 - 20

Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CON-TRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRAC-TOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 Related Work at Site

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the

amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR'S Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

> 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

> 2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 Replacement of ENGINEER

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 Furnish Data

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 Pay Promptly When Due

A. OWNER shall make payments to CONTRAC-TOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 Insurance

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 Limitations on OWNER's Responsibilities

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S Representative

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 Visits to Site

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER,

will determine, in general, if the Work is proceeding in Documents. accordance with Contract the ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If OWNER and ENGINEER agree, ENGI-NEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 Clarifications and Interpretations

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGI-NEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CON-TRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 Authorized Variations in Work

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 Shop Drawings, Change Orders and Payments

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 Determinations for Unit Price Work

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CON-TRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRAC-TOR, subject to the provisions of paragraph 10.05.

9.09 Decisions on Requirements of Contract Documents and Acceptability of Work

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of General Conditions - 00700 - 23

the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 Execution of Change Orders

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGI-NEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

changes in the Contract Price or 3. Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulabut during any such tions. appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 Notification to Surety

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 Claims and Disputes

A. Notice: Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's

written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion. whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CON-TRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CON-TRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CON-TRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property. 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. CONTRACTOR's Fee: When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 Cash Allowances

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of General Conditions - 00700 - 27 Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

> 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. CONTRACTOR's Fee: The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment General Conditions - 00700 - 28 in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGI-NEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 Delays Beyond CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 Delays Within CONTRACTOR's Control

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 Delays Beyond OWNER's and CONTRACTOR's Control

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 Delay Damages

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any

Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. OWNER, ENGINEER, ENGINEER'S Consultants, other representatives and personnel of OWN-ER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all

inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CON-TRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGI-NEER or inspected or tested by others, CONTRAC-TOR, at ENGINEER's request, shall uncover, expose,

or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly such attributable to uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 OWNER May Stop the Work

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CON-TRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGI-NEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of architects, attorneys, engineers, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 OWNER May Correct Defective Work

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other General Conditions - 00700 - 31 dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CON-TRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. Applications for Payments

At least 20 days before the date 1 established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other

arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

ENGINEER will, within 10 days after 1. receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CON-TRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. The conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far

as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

Neither ENGINEER's review of 4. CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, or revoke any such payment revise recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders; c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. Reduction in Payment

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWN-ER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

If OWNER refuses to make payment 2. the full amount recommended of by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Promptly thereafter, Substantial Completion. OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons If, after consideration of OWNER's therefor. objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of

Substantial Completion, but OWNER shall allow CON-TRACTOR reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

OWNER at any time may request 1. CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. IF CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final General Conditions - 00700 - 34 inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and

CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in ENGINEER's recommendation of writina payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CON-TRACTOR.

14.08 Final Completion Delayed

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from

CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRAC-TOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. <u>CONTRACTOR shall be allowed an adjustment in the</u> <u>Contract Price or an extension of the Contract Times,</u> or both, directly attributable to any such suspension if <u>CONTRACTOR makes a Claim therefor as provided in</u> paragraph 10.05.

15.02 OWNER May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the

same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of enaineers. architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved bv ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CON-TRACTOR from liability.

15.03 OWNER May Terminate For Convenience

A. Upon seven days written notice to CON-TRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

> 1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

> 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or General Conditions - 00700 - 36 arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 CONTRACTOR May Stop Work or Terminate

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CON-TRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due. CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

SECTION 00800 - SUPPLEMENTARY CONDITION TO THE GENERAL CONDITIONS

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SECTION 00800 - SUPPLEMENTARY CONDITIONS TO THE GENERAL CONDITIONS

SC-1.00 Introduction

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions.

SC-1.01 Defined Terms

SC-1.01.A.20 Add the following language to the end of GC 1.01.A.20.

ENGINEERS's Consultant: Kimley-Horn and Associates, Inc. 445 24th Street, Suite 200 Vero Beach, FL 32960

SC-1.01.A.21. Delete paragraph GC 1.01.A.21 in its entirety.

SC-1.02 Terminology

SC-1.02.D.1, 2, and 3 Delete paragraphs GC-1.02.D.1, 2, and 3 in their entirety and insert the following paragraphs in their place:

- D. Furnish, Install, Perform, Provide
 - 1. The word "furnish" shall mean to supply and deliver services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install" shall mean to put into use or place in final position services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide" shall mean to furnish and install services, materials, or equipment complete and ready for intended use.

SC-2.05 Before Starting Construction

SC-2.05.C. Delete paragraph GC 2.05.C in its entirety and insert the following paragraph in its place:

C. Evidence of Insurance: CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under Article 5 and such insurance has been delivered to the OWNER and approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with Article 13.

SC-2.06 Preconstruction Conference

SC-2.06 Delete paragraph GC-2.06.A in its entirety and insert the following paragraph in its place:

- A. Immediately after awarding the contract, but before the CONTRACTOR begins work, the Project Manager will call a preconstruction conference at a place the ENGINEER designates to establish an understanding among the parties as to the work and to discuss schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, and maintaining required records. Utility companies and others as appropriate will be requested to attend to discuss and coordinate work.
- B. Per the FDOT Standard Specifications for Road and Bridge Construction, the Contractor will certify to the Engineer the following:
 - 1. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,
 - 2. Actual Rate for items listed in Table 4-3.2.1 (see below),
 - 3. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,
 - 4. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

FDOT Table 4-3.2.1				
ltem	Rate			
FICA	Rate established by Law			
FUTA/SUTA	Rate established by Law			
Medical Insurance	Actual			
Holidays, Sick & Vacation Benefits	Actual			
Retirement Benefits	Actual			
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rates tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work			
Per Diem	Actual but not to exceed State of Florida's rate			
Insurance*	Actual			

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

SC-3.06 Coordination of Plans, Specifications, and Special Provisions

SC-3.06 Add the following new paragraphs immediately after paragraph GC-3.05:

SC-3.06 Coordination of Plans, Specifications, and Special Provisions

- A. In case of discrepancy, the governing order of the documents shall be as follows:
 - 1. Written Interpretations
 - 2. Addenda
 - 3. Specifications
 - 4. Supplementary Conditions to the General Conditions
 - 5. General Conditions

- 6. Approved Shop Drawings
- 7. Drawings
- 8. Referenced Standards.
- B. Written/computed dimensions shall govern over scaled dimensions.

SC-4.02 Subsurface and Physical Conditions

SC-4.02 Add the following new paragraphs immediately after paragraph GC-4.02.B:

- C. In the preparation of Drawings and Specifications, ENGINEER or ENGINEER's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the Site:
 - <u>N/A</u>
- D. Reports and drawings itemized in SC-4.02.C are included with the Bidding Documents in Appendix D.

SC-5.01 Performance, Payment and Other Bonds

SC-5.01.A. Delete paragraph GC-5.01.A in its entirety and insert the following paragraphs in its place:

- Within fifteen (15) days of receipt of the Contract Documents for execution, the CONTRACTOR shall furnish a Public Construction Bond in an amount equal to 100% of the Contract Price.
- 1. In lieu of the Public Construction Bond, the CONTRACTOR may furnish an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit or a security as listed in Part II of F.S. Chapter 625. Any such alternative form of security shall be for the same purpose, and be for the same amount and subject to the same conditions as those applicable to the bond otherwise required. The determination of the value of an alternative form of security shall be made by the OWNER.
- 2. Such Bond shall continue in effect for one (1) year after acceptance of the Work by the OWNER.
- 3. The OWNER shall record the Public Construction Bond with the Public Record Section of the Indian River County Courthouse located at 2000 16th Avenue, Vero Beach, Florida 32960.

SC-5.03 Certificates of Insurance

SC-5.03 Delete the second sentence of paragraph GC-5.03 in its entirety.

SC-5.04 CONTRACTOR's Liability Insurance

SC-5.04 Add the following new paragraphs immediately after paragraph GC-5.04.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Worker's Compensation: To meet statutory limits in compliance with the Worker's Compensation Law of Florida. This policy must include Employer Liability with a limit \$100,000 for each accident, \$500,000 disease (policy limit) and \$100,000 disease (each employee). Such policy shall include a waiver of

subrogation as against OWNER and ENGINEER on account of injury sustained by an employee(s) of the CONTRACTOR.

- 2. Commercial General Liability: Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:
 - a. Premises/Operations
 - b. Products/Completed Operations
 - c. Contractual Liability
 - d. Independent Contractors
 - e. Explosion
 - f. Collapse
 - g. Underground.
- 3. Business Auto Liability: Coverage shall provide minimum limits of liability of \$1,000,000 per occurrence Combined Single Limit for Bodily Injury and Property Damage. This shall include coverage for:
 - a. Owned Autos, and other vehicles
 - b. Hired Autos, and other vehicles
 - c. Non-Owned Autos, and other vehicles.
- 4. Special Requirements:
 - a. Ten (10) days prior to the commencement of any work under this Contract, certificates of insurance and endorsement forms in the exact wording and format as presented in these Contract Documents will be provided to the OWNER's Risk Manager for review and approval.
 - b. "Indian River County Florida" will be named as "Additional Insured" on both the General Liability and Auto Liability.
 - c. The OWNER will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the OWNER's Risk Manager.
 - d. An appropriate "Indemnification" clause shall be made a provision of the Contract (see paragraph 6.20 of the General Conditions).
 - e. It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements.
 - f. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operation.
 - g. Insured must be authorized to do business and have an agent for service of process in Florida and have Best's Rating of A-VII or better.
 - h. All insurance requirements shall be at the Contractor's sole cost and expense, including any deductible or self-insured retention, without contribution from Indian River County or its insurance carriers.
- D. Additional Insureds:
 - 1. In addition to "Indian River County, Florida," the following individuals or entities shall be listed as "additional insureds" on the CONTRACTOR's liability insurance policies:
 - a. <u>N/A</u>
- E. Contractor shall be responsible for any deductible or self-insured retention.

SC-5.05 OWNER's Liability Insurance

SC-5.05 Delete paragraph GC-5.05.A in its entirety.

SC-5.06 Property Insurance

SC-5.06 Delete paragraphs GC-5.06.A, B, and C in their entirety

SC-5.06.E Delete paragraph GC-5.06.E in its entirety

SC-5.07 Waiver of Rights

SC-5.07 Delete GC-5.07 (paragraphs A, B, and C) in its entirety.

SC-5.08 Receipt and Application of Insurance Proceeds

SC-5.08 Delete GC-5.08 (paragraphs A and B) in its entirety.

SC-5.09 Acceptance of Bonds and Insurance; Option to Replace

SC-5.09 Delete GC-5.09 (paragraph A)in its entirety.

SC-6.02 Labor; Working Hours

SC-6.02.B. Add the following paragraphs immediately after paragraph GC-6.02.B:

- 1. Regular working hours are defined as Monday through Friday, excluding Indian River County Holidays, from 7 a.m. to 5 p.m.
- 2. Indian River County Holidays are: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day. Working on these days will not be permitted without prior written permission and approval from the Construction Coordination Manager.
- 3. The CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing.
- 4. All costs of inspection and testing performed during overtime work by the CONTRACTOR, which is allowed solely for the convenience of the CONTRACTOR, shall be borne by the CONTRACTOR, and a credit given to the OWNER to deduct the costs of all such inspection and testing from any payments otherwise due the CONTRACTOR.
- 5. All costs of OWNER's employees and costs of ENGINEER's Consultant resulting from overtime work by the CONTRACTOR, which is allowed solely for the convenience of the CONTRACTOR, shall be borne by the CONTRACTOR, and a credit given to OWNER to deduct all such costs from any payments otherwise due the CONTRACTOR.
- 6. No work shall commence before 7 a.m. or continue after 5 p.m. except in case of emergency upon specific permission of the ENGINEER.

SC-6.06 Concerning Subcontractors, Suppliers, and Others

SC-6.06.C. Add the following sentence at the end of paragraph GC-6.06.C:

OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other individual or entity, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by a particular Subcontractor, Supplier, or other individual or entity.

SC-6.08 Permits

SC-6.08 Add the following paragraphs immediately after paragraph GC-6.08.A:

- The OWNER has obtained the following permits (copies of these permits are contained in Appendix A):

 <u>A. St. Johns River Water Management District – Permit No. XXX</u>
 <u>IRFWCD – Permit No XXX</u>
 <u>DEP ERP – Permit No. XXX</u>
- 2. The CONTRACTOR shall obtain and pay for all other required permits and licenses. The CONTRACTOR shall provide copies of the permits to the OWNER and ENGINEER and shall comply with all conditions contained in the permits at no extra cost to the OWNER.
- 3. The CONTRACTOR shall be familiar with all permit requirements during construction and shall be responsible for complying with these requirements. The cost of this effort shall be included in the pay item in which the work is most closely associated with.

SC-9.05 Authorized Variations in Work

SC-9.05.A. Delete the second sentence in paragraph GC-9.05.A in its entirety.

SC-11.01 Cost of the Work

SC-11.01.A.1. Delete paragraph GC-11.01.A.1 in its entirety, and insert the following sentences in its place:

1. CONTRACTOR will receive payment for actual costs of direct labor and burden (see SC-2.06.B) for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

SC-13.03 Test and Inspections

SC-13.03.B. Delete paragraph GC-13.03.B in its entirety, and insert the following sentences in its place:

- B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all <u>initial</u> inspections, tests, or approvals required by the Contract Documents except those inspections, tests, or approvals listed immediately below. Subsequent inspections, tests, or approvals required after initial failing inspections, tests, or approvals shall be paid for by the CONTRACTOR by back charge to subsequent applications for payment. The CONTRACTOR shall arrange, obtain, and pay for the following inspections, tests, or approvals:
 - 1. inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;
 - costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B;
 - 3. tests otherwise specifically provided in the Contract Documents.

SC-13.05 OWNER May Stop the Work

SC-13.05.A. Delete paragraph GC-13.05.A in its entirety and insert the following paragraph in its place:

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to comply with permit requirements, or fails to comply with the technical specifications, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CON-TRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

SC-13.07 Correction Period

SC-13.07 A. Delete the first sentence of paragraph GC-13.07.A in its entirety and insert the following sentence in its place

A. If within one year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

SC-13.07 B. Delete paragraph GC-13.07.B in its entirety and insert the following sentence in its place

B. In special circumstances where a particular item of equipment is placed in continuous service before Final Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

SC-14.02 Progress Payments

SC-14.02.B.5. Delete paragraph GC-14.02.B.5.d in its entirety and insert the following paragraph in its place:

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A; or

SC-14.02.B.5. Add the following sentences at the end of paragraph GC-14.02.B.5:

- e. OWNER has been required to pay ENGINEER additional compensation because of CONTRACTOR delays or rejection of defective Work; or
- f. OWNER has been required to pay an independent testing laboratory for subsequent inspections, tests, or approvals taken after initial failing inspections, tests, or approvals.

SC-14.02.C.1. Delete paragraph GC-14.02.C.1 in its entirety and insert the following paragraph in its place:

- C. Payment Becomes Due
 - 1. Payment shall be made by OWNER to CONTRACTOR according to the Local Government Prompt Payment Act. F.S. 218.70 et. seq.

SC-14.04 Substantial Completion

SC-14.04A. After the third sentence in paragraph GC-14.04A of the General Conditions, delete the remainder of paragraph 14.04A in its entirety and replace with the following:

"If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion that shall fix the date of Substantial Completion. In accordance with the provisions of Florida Statutes section 208.735(7)(a)(2005), upon receipt of the tentative certificate of Substantial Completion from Engineer, the Owner, the Engineer, and the Contractor shall conduct a walk-through inspection of the Project to document a list of any items required to render the Work on the Project complete, satisfactory, and acceptable under this Agreement (herein the "Statutory List"). The Statutory List shall be reduced to writing and circulated among the Owner, the Engineer, and the Contractor by the Owner or the Engineer within 30 calendar days after substantial completion. The Owner and Contractor acknowledge and agree that: 1) the failure to include any corrective work, or pending items that are not yet completed, on the Statutory List does not alter the responsibility of the Contractor to complete all of the Work under this Agreement; 2) upon completion of all items on the Statutory List, the Contractor may submit a pay request for all remaining retainage except as otherwise set forth in this Agreement; and 3) any and all items that require correction under this Agreement and that are identified after the preparation of the Statutory List remain the obligation of the Contractor to complete to the Owner's satisfaction under this Agreement. After receipt of the Statutory List by the Contractor, the Contractor acknowledges and agrees that it will diligently proceed to complete all items on the Statutory List and schedule a final walk-through in anticipation of final completion on the Project."

SC-14.04B Add the following new paragraph immediately after paragraph GC 14.04B:

C. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees

SC-14.07 Final Payment

SC-14.07.C.1. Delete paragraph GC-14.07.C.1 in its entirety and insert the following paragraph in its place:

- C. Payment Becomes Due
 - 1. Payment shall be made by OWNER to CONTRACTOR according to the "Local Government Prompt Payment Act", Florida Statutes section 218.70, et. seq.

SC-15.01 OWNER May Suspend Work

SC-15.01.A Delete the last sentence in paragraph GC-15.01.A and insert the following in its place: CONTRACTOR shall be allowed an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes a Claim for an extension as provided in paragraph 10.05. CONTRACTOR shall not be allowed an adjustment of the Contract Price and CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such Work suspension.

SC-15.02 OWNER May Terminate For Cause

SC-15.02.A.5 and SC-15.02.A.6 Add the following new paragraphs immediately after paragraph GC-15.02.A.4:

- 5. CONTRACTOR's violation of Section 02225 "Erosion Control and Treatment of Dewatering Water From the Construction Site."
- 6. CONTRACTOR's failure to make payment to Subcontractors or Suppliers for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors or Suppliers.
- 7. CONTRACTOR certifies that it and its related entities 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 its related entities as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

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

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

SC-15.04 CONTRACTOR May Stop Work or Terminate

SC-15.04 Delete the following text from the first sentence of paragraph GC-15.04.A:

or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due,

SC-15.04 Delete the following text from the second sentence of paragraph GC-15.04.A:

or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due,

SC-16 Dispute Resolution

SC-16.02 Mediation

SC-16 Add the following new paragraph immediately after paragraph GC-16.01.

- SC-16.02 Mediation
- A. OWNER and CONTRACTOR agree that they shall submit any and all unsettled Claims or counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof, to mediation by a certified mediator of the 19th Judicial Circuit in Indian River County unless delay in initiating mediation would irrevocably prejudice one of the parties. The mediator of any dispute submitted to mediation under this agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

SC-17 Miscellaneous

SC-17.06 Liens

Add the following new paragraphs immediately after paragraph GC17.05:

- SC-17.06 Liens
 - A. This project is a "Public Works" under Chapter 255, Florida Statutes. No merchant's liens may be filed against the OWNER. Any claimant may apply to the OWNER for a copy of this Contract. The claimant shall have a right of action against the CONTRACTOR for the amount due him. Such action shall not involve the OWNER in any expense. Claims against the CONTRACTOR are subject to timely prior notice to the CONTRACTOR as specified in Florida Statutes Section 255.05. The CONTRACTOR shall insert the following paragraph in all subcontracts hereunder:

"Notice: <u>Claims for labor, materials and supplies are not assessable against Indian River</u> <u>County and are subject to proper prior notice to (CONTRACTOR'S Name) and to</u> (<u>CONTRACTOR Surety Company Name</u>), pursuant to <u>Chapter 255 of the Florida Statutes</u>. <u>This paragraph shall be inserted in every sub-subcontract hereunder.</u>" The payment due

under the Contract shall be paid by the OWNER to the CONTRACTOR only after the CONTRACTOR has furnished the OWNER with an affidavit stating that all persons, firms or corporations who are defined in Section 713.01, Florida Statutes, who have furnished labor or materials, employed directly or indirectly in the Work, have been paid in full. The OWNER may rely on said affidavit at face value. The CONTRACTOR does hereby release, remiss and quit-claim any and all rights he may enjoy perfecting any lien or any other type of statutory common law or equitable lien against the job.

++END OF SUPPLEMENTARY CONDITIONS++

SECTION 00942 – Change Order Form

No. ____

DATE OF ISSUANCE: _____

EFFECTIVE DATE:_____

OWNER:	Indian River County	
CONTRACTOR		
Project:	66th Ave From 69th St to CR-510/8	<u>5th Street</u>
OWNER's Project No.	<u>IRC-1505B</u>	OWNER'S Bid No. XXXXXXX
FM No.:	<u>436379-2-54-01</u>	

You are directed to make the following changes in the Contract Documents: Description:

Reason for Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRA	ACT TIMES	
Description	Amount	Description	Description	
Original Contract Price	\$	Original Contract Ti	me:	(days or dates)
		Subst	antial Completion:	
			Final Completion:	
Net Increase (Decrease) from	\$		Net change from previous Change	
previous Change Orders No.				(days)
to:		Subst	Substantial Completion:	
			Final Completion:	
Contract Price prior to this Change	\$	Contract Time prior	to this Change	
Order:		Order:		(days or dates)
		Subst	Substantial Completion:	
		Final Completion:		
Net increase (decrease) of this	\$	•	Net increase (decrease) this Change	
Change Order:		Order:		(days or dates)
		Subst	antial Completion:	
			Final Completion:	
Contract Price with all approved	\$	Contract Time with all approved		
Change Orders:				(days or dates)
		Substantial Completion:		
			Final Completion:	
ACCEPTED:			APPROVED:	
ACCEPTED.	RECOMMENDED:		APPROVED.	
_	_			
By:	By:		By:	
CONTRACTOR (Signature)	ENGINEER (Si	ENGINEER (Signature)		ıre)
Date:	Date:		Date:	

Change Order Form - 00942

SECTION 00948 – Work Change Directive

No. ____

DATE OF ISSUANCE:

EFFECTIVE DATE:

OWNER:	Indian River County	
CONTRACTOR		
Project:	66th Ave From 69th St to CR-5	<u>10/85th Street</u>
OWNER's Project No.	IRC-1505B	OWNER'S Bid No. XXXXXXX
FM No.:	<u>436379-2-54-01</u>	

You are directed to proceed promptly with the following changes:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in	Method of determining change in
Contract Prices	Contract Times

Unit Prices Lump Sum Other: By Change Order: Contractor's Records Engineer's Records Other:

By Change Order:

Estimated increase (decrease) of this Work Estimated increase (decrease) in Contract Times: Change Directive \$_____

Substantial Completion: _____days;

If the change involves an increase, the estimated If amount is not to be exceeded without further ti authorization.

Read	y to	r Fina	al Co	omple	etion		_days.	
If the	cha	ange	invo	olves	an	increas	e, the es	timated
time	is	not	to	be	exc	eeded	without	further
authorization.								

APPROVED:

ACCEPTED:

RECOMMENDED:

By:

Date:

CONTRACTOR (Signature)

Date:

By:

ENGINEER (Signature)

By: OWNER (Signature) Date:

** END OF SECTION**

Work Change Directive - 00948

DIVISION 1 - GENERAL REQUIREMENTS

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01009 - SPECIAL PROVISIONS

SECTION 01024 - FORCE ACCOUNT

SECTION 01050 - FIELD ENGINEERING AND LAYOUT

SECTION 01091 - REFERENCE STANDARDS

SECTION 01215 - GENERAL QUALITY CONTROL

SECTION 01220 - PROGRESS MEETINGS

SECTION 01310 - CONSTRUCTION SCHEDULES

SECTION 01340 - SUBMITTAL OF SHOP DRAWINGS

SECTION 01520 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

SECTION 01541 - PROTECTION OF THE WORK AND PROPERTY

SECTION 01550 - ACCESS ROADS, PARKING AREAS AND USE OF PUBLIC STREETS

SECTION 01610 - TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT

SECTION 01611 - STORAGE OF MATERIAL AND EQUIPMENT

SECTION 01630 - SUBSTITUTIONS

SECTION 01710 - SITE CLEANUP AND RESTORATION

SECTION 01820 - POST FINAL INSPECTION

SECTION 01009 - SPECIAL PROVISIONS

1.1 GENERAL

- A. Visits to the construction site may be made by representatives of permitting or governing bodies. Submit details of all instructions from the above to the ENGINEER immediately. The Work will not be accepted by the OWNER until final acceptance has been received from the various Regulatory Agencies having jurisdiction.
- B. Furnish sufficient labor, construction equipment and materials, and work such hours, including night shifts and overtime operations, as may be necessary to insure the prosecution of the work in accordance with the approved progress schedule. If, in the opinion of the ENGINEER, the CONTRACTOR falls behind the progress schedule, take such steps as may be necessary to improve progress, all without additional cost to the OWNER. The ENGINEER shall be compensated for his overtime services in accordance with the Supplementary Conditions, SC-6.02.
- C. All salvageable material and equipment for which specific use, relocation or other disposal is not specifically noted, shall remain the property of the OWNER and shall be delivered to the OWNER at the following location: 4550 41st Street, at the CONTRACTOR's expense. All material and equipment not in salvageable condition, as determined by the ENGINEER and the OWNER, shall be disposed of by the CONTRACTOR, at the CONTRACTOR's expense.
- D. In addition to these Specifications all work must comply with the requirements of the local governing agency, St. Johns River Water Management District, Department of Environmental Protection, Army Corps of Engineers, Indian River Farms Water Control District, and all other applicable State or Federal agencies' specifications and permits. In the event of a conflict, the more stringent specification or requirement shall govern.
- E. Before performing any work outside the designated limits of the work site, secure any necessary permits and authorization from the applicable owner, or verify in writing that such has been previously obtained. Follow all requirements of any said permits or authorization. Give the ENGINEER and appropriate owner ten (10) days minimum notice before commencing construction operations outside the designated limits of the work site.

SECTION 01024 - FORCE ACCOUNT

1.1 GENERAL

A. CONTRACTOR shall furnish all labor, materials, equipment and incidentals necessary to perform additional work <u>not</u> covered on the Contract Drawings. The force Account is intended as a contingency for unforeseen work.

1.2 PAYMENT

A. Lump sum amount for force account work is included in the bid schedule. The value of force account work will be determined in accordance with Article 12 of the General Conditions.

SECTION 01050 - FIELD ENGINEERING AND LAYOUT

1.1 GENERAL

- A. The CONTRACTOR will furnish all construction staking for the project. All staking from control will be under the supervision of a Florida Registered Land Surveyor.
- B. Develop and make all detail surveys and measurements needed for construction including but not limited to, slope stakes, batter boards, piling layouts and all other working lines, elevations and cut sheets.
- C. Keep a transit and leveling instrument on the site at all times and a skilled instrument man available whenever necessary for layout of the Work.
- D. Provide all material required for benchmarks, control points, batter boards, grade stakes, and other items.
- E. Be solely responsible for all locations, dimensions and levels. No data other than written orders of the ENGINEER shall justify departure from the dimensions and levels required by the Drawings.
- F. Safeguard all points, stakes, grademarks, monuments and benchmarks made or established on the Work, and reestablish same, if disturbed. Rectify all Work improperly installed because of not maintaining, not protecting or removing without authorization such established points, stakes, marks and monuments.
- G. When requested by the ENGINEER, provide such facilities and assistance as may be necessary for the ENGINEER to check line and grade points placed by the CONTRACTOR. Do no excavation or embankment work until all cross-sectioning necessary for determining pay quantities has been completed and checked by the ENGINEER.
- H. The cost of performing engineering and layout work described above shall be included in the contract unit prices for the various items of work to which it is incidental. No separate payment will be made for surveying or engineering.

1.2 SURVEY WORK AND QUALIFICATIONS OF SURVEYOR

A. Prior to commencing work, the CONTRACTOR shall satisfy himself as to the accuracy of all survey and existing site information as indicated in the Contract Documents. Immediately notify the ENGINEER upon discovery of any errors, inaccuracies or omissions in the survey data. The commencing of any of the work by the CONTRACTOR shall be held as the CONTRACTOR's acceptance that all survey or existing site information is correct and accurate, without any reasonably inferable errors, inaccuracies or omissions.

- B. The CONTRACTOR shall carefully preserve all control stakes, benchmarks, reference points and property corners and will be responsible for any mistake or loss of time caused by their unnecessary loss or disturbance. If the loss or disturbance of the stakes or marks cause a delay in the Work, the CONTRACTOR shall have no claim for damages or extension of time. Control stakes, benchmarks, reference points and property corners disturbed by the CONTRACTOR's work shall be replaced by a Florida Registered Land Surveyor and Mapper, at the CONTRACTOR's expense. In the event the Owner must provide the services of the Florida Registered Surveyor and Mapper to perform this replacement work, the cost of the surveying services will be deducted from any sums due the CONTRACTOR for the work performed under this Contract.
- C. All survey work shall be performed under the guidance and direction of a Florida Registered Surveyor and Mapper.
- D. All survey work for Record Drawings shall be performed by a Florida Registered Surveyor and Mapper.

1.3 STATION BOARDS

A. CONTRACTOR shall erect and maintain white/black standard FDOT station markers every 100 feet.

1.4 LAYOUT OF STRIPING

A. Establish by instrument, and mark the finished surface, the points necessary for striping finished roadway in conformance with Section 5-7 of FDOT Standard Specifications.

SECTION 01091 - REFERENCE STANDARDS

1.1 GENERAL

- A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, unless noted otherwise in the Technical Specifications or on the Drawings. When a reference standard is specified, comply with requirements and recommendations stated in that standard, except when they are modified by the Contract Documents, or when applicable laws, ordinances, rules, regulations or codes establish stricter standards. The list of specifications presented in Paragraph B is hereby made a part of the Contract, the same as if repeated herein in full.
- B. Reference to a technical society, organization, or body may be made in the Specifications by abbreviations, in accordance with the following list:

AASHTO	The American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
AWS	American Welding Society
FED.SPEC.	Federal Specifications
CRSI	Concrete Reinforcing Steel Institute
FDEP/DEP	Florida Department of Environmental Protection
DNR	Department of Natural Resources
NCPI	National Clay Pipe Institute
NEMA	National Electrical Manufacturers Association
NEC	National Electric Code
NSPE	National Society of Professional Engineers
OSHA	Occupational Safety and Health Administration

Reference Standards - 01091-1

PCI	Prestressed Concrete Institute
FDOT/DOT	Florida Department of Transportation
U. L., Inc.	Underwriter's Laboratories, Inc.
SSPC	Steel Structures Painting Council
SJRWMD	St. Johns River Water Management District

- C. When no reference is made to a code, standard or specification, the standard specifications of ASTM, FDOT, or ANSI shall govern.
- D. In the event of a conflict between the specifications prepared by the ENGINEER and the above referenced specifications and standards, or any other regulatory specification or standard, the more stringent requirement prevails.

SECTION 01215 - GENERAL QUALITY CONTROL

1.1 DESCRIPTION OF REQUIREMENTS

A. Definitions: Specific quality control requirements for the work are indicated throughout the Contract Documents. The requirements of this section are primarily related to the performance of the work beyond the furnishing of manufactured products. The term "Quality Control" includes, but is not necessarily limited to, inspection and testing and associated requirements. This section does not specify or modify the OWNER and ENGINEER duties relating to quality review and Contract surveillance.

1.2 RESPONSIBILITY FOR INSPECTIONS AND TESTS

- A. Residual OWNER Responsibility: The OWNER will employ and pay for the services of independent testing laboratories to perform those required inspections and tests.
- B. CONTRACTORS General Responsibility: No failure of test agencies, whether engaged by the OWNER or CONTRACTOR, to perform adequate inspections of tests or to properly analyze or report results, shall relieve the CONTRACTOR of responsibility for the fulfillment of the requirements of the Contract Documents. It is recognized that the required inspection and testing program is intended to assist the CONTRACTOR, OWNER, ENGINEER, and governing authorities in the nominal determination of probable compliance with requirements for certain crucial elements of work. The program is not intended to limit the CONTRACTOR in his regular quality control program, as needed for general assurance of compliance.

1.3 QUALITY ASSURANCE

A. General Workmanship Standards: It is a requirement that each category of tradesman or installer performing the work be pre-qualified, to the extent of being familiar with the applicable and recognized quality standards for his category of work, and being capable of workmanship complying with those standards.

1.4 PRODUCT DELIVERY-STORAGE-HANDLING

Handle, store and protect materials and products, including fabricated components, by methods and means which will prevent damage, deterioration and losses (and resulting delays), thereby ensuring highest quality results as the performance of the work progresses. Control delivery schedules so as to minimize unnecessary long-term storage at the project site prior to installation.

1.5 PROJECT PHOTOGRAPHS/VIDEOS

- A. The CONTRACTOR shall make provisions, at his expense, for photographs and video tapes of all work areas just prior to construction, and for unusual conditions during construction. The photographs and videos shall show pertinent physical features along the line of construction. The purpose of the videos is to determine any damage to private or public property during construction. The video must be performed by a professional videographer.
- B. Pre-Construction Photographs and Video:
 - 1. Contractor shall provide the Owner with photographs and video record and one copy of the existing conditions prior to construction. These photographs and videos shall be a standard DVD format and shall be narrated.
 - 2. The photographs and video shall include, but not be limited to, the following items shown in a clear manner:
 - 1) All existing features within the right-of-way.
 - 2) All existing features within the temporary construction easement.
 - 3) All existing features within permanent easements.
 - 4) All existing features adjacent to any construction.
 - 3. Detail of the photographs and video shall be such that the following examples shall be clear and visible:
 - 1) Cracks in walls.
 - 2) Condition of fencing.
 - 3) Condition of planted areas and types of vegetation.
 - 4) Condition of sodded areas.
 - 5) Conditions of sprinkler systems and associated controls and wiring.
 - 6) Condition of signs.
 - 7) Conditions of lighting and associated wiring.
 - 8) Significant detail of any pre-existing damages physical features shall be shown. The coverage of the photographs and video should include the limits of effects of the use of vibratory rollers.
 - 9) These photographs and video record shall be presented and approved by the Owner prior to the Notice to Proceed. A copy shall be kept in the Contractor's field office.
 - 10) Payment No additional payment will be made for this work.

SECTION 01220 - PROGRESS MEETINGS

<u>1.1 SCOPE</u>

- A. Date and Time:
 - 1. Regular Meetings: As mutually agreed upon by ENGINEER and CONTRACTOR.
 - 2. Other Meetings: On call.
- B. Place: CONTRACTOR'S office at Project site or other mutually agreed upon location.
- C. ENGINEER shall prepare agenda, preside at meetings, and prepare and distribute a transcript of proceedings to all parties.
- D. CONTRACTOR shall provide data required and be prepared to discuss all items on agenda.

1.2 MINIMUM ATTENDANCE

- A. CONTRACTOR
- B. SUBCONTRACTOR:
 When needed for the discussion of a particular agenda item, CONTRACTOR shall require representatives of Subcontractors or suppliers to attend a meeting.
- C. PROJECT MANAGER
- D. OWNER'S representative, if required.
- E. Utility Representatives
- F. Others as appropriate.
- G. Representatives present for each party shall be authorized to act on their behalf.

1.3 AGENDA

Agenda will include, but will not necessarily be limited to, the following:

- 1. Transcript of previous meeting.
- 2. Progress since last meeting.
- 3. Planned progress for next period.
- 4. Problems, conflicts and observations.
- 5. Change Orders.
- 6. Status of Shop Drawings.
- 7. Quality standards and control.
- 8. Schedules, including off-site fabrication and delivery schedules. Corrective measures, if required.
- 9. Coordination between parties.
- 10. Safety concerns.
- 11. Other business.

+ + END OF SECTION + +

Progress Meetings - 01220-1

SECTION 01310 - CONSTRUCTION SCHEDULES

1.1 GENERAL REQUIREMENTS

- A. No partial payments shall be approved by the ENGINEER until there is an approved construction progress schedule on hand.
- B. Designate an authorized representative who shall be responsible for development and maintenance of the schedule and of all progress and payment reports. This representative shall have direct project control and complete authority to act on behalf of the CONTRACTOR in fulfilling the commitments of the CONTRACTOR's schedules.

1.2 REVISIONS TO THE CONSTRUCTION SCHEDULES

When the ENGINEER requires the CONTRACTOR to submit revised (updated) progress schedules on a monthly basis the CONTRACTOR shall:

- A. Indicate the progress of each activity to the date of submission.
- B. Show changes occurring since the previous submission listing:
 - 1. Major changes in scope.
 - 2. Activities modified since the previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended and its effect.
 - 3. The effect of changes on schedules of other prime contractors.

1.3 SUBMISSION OF THE CONSTRUCTION SCHEDULES

On or before the tenth day after the effective date of the Agreement, submit the initial schedules to the ENGINEER. The ENGINEER will review the schedules and return a review copy to the CONTRACTOR within 21 days after receipt. If required by the ENGINEER, resubmit revised schedules on or before the seventh day after receipt of the review copy. If required by the ENGINEER, submit revised monthly progress schedules with that month's application for payment.

1.4 DISTRIBUTION OF THE CONSTRUCTION SCHEDULES

- A. After receiving approval by the ENGINEER, distribute copies of the approved initial schedule and all reviewed revisions (updated) to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
 - 4. OWNER (two copies).
 - 5. ENGINEER
- B. In the cover letter, instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedules.

SECTION 01340 - SUBMITTAL OF SHOP DRAWINGS

<u>1.1 SCOPE</u>

A. Submit shop drawings, product data and samples as required by or inferred by the Drawings and Specifications. Submittals shall conform to the requirements of Article 6.17 of the General Conditions, Section 00700, and as described in this Section.

1.2 SHOP DRAWINGS

- A. Shop drawings are original drawings, prepared by the CONTRACTOR, a subcontractor, supplier, or distributor, which illustrate some portion of the work; showing fabrication, layout, setting, or erection details. Shop drawings are further defined in Article 6.17, Section 00700.
- B. Shop drawings shall be prepared by a qualified detailer and shall be identified by reference to sheet and detail numbers on the Contract Drawings.

1.3 PRODUCT DATA

- A. Product data are manufacturer's standard schematic drawings and manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Product data are further defined in Article 6.17, Section 00700.
- B. Modify standard drawings to delete information which is not applicable to the project and supplement them to provide additional information applicable to the project.
- C. Clearly mark catalog sheets, brochures, etc., to identify pertinent materials, products, or models.

1.4 SAMPLES

A. Samples are physical examples to illustrate materials, equipment, or workmanship and to establish standards by which work is to be evaluated. Samples are further defined in Article 6.17, Section 00700.

1.5 CONTRACTOR'S RESPONSIBILITIES FOR SUBMITTAL OF SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- A. The CONTRACTOR's responsibilities for submittal of shop drawings, product data, and samples are set forth in paragraph 6.17 of the General Conditions and as further explained herein.
- B. Prior to submission, thoroughly check shop drawings, product data, and samples for completeness and for compliance with the Contract Documents, verify all dimensions and field conditions, and coordinate the shop drawings with the requirements for other related work. Also review each shop drawing 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 his 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 shop drawings based on his in-the-field measurements, prior to submittal to the ENGINEER for his review.
- D. 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, which requires submittals until return of submittals with the ENGINEER's stamp and initials or signature indicating the submittal has been reviewed.

<u>1.6 SUBMITTAL REQUIREMENTS AND ENGINEER'S REVIEW FOR SHOP DRAWINGS, PRODUCT</u> DATA AND SAMPLES

- A. Submit to: Indian River County Engineering Division 1801 27th Street Vero Beach, FL 32960
- B. A letter of transmittal shall accompany each submittal. If data for more than one Section of the Specifications is submitted, a separate transmittal letter shall accompany the data submitted for each Section.
- C. At the beginning of each letter of transmittal, provide a reference heading indicating the following:
 - 1. OWNER'S Name
 - 2. Project Name
 - 3. Project Number
 - 4. Transmittal Number
 - 5. Section Number
- D. All submittals shall have a title block with complete identifying information satisfactory to the ENGINEER. The following is a sample Submittal Form that the CONTRACTOR may use:

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

CONTRACTOR SUBMITTALS					
Contractor: Date No. C	TTAL NO. Sent to County copies Sent to County riginal Submittal Re-Submittal				
Project Name: <u>66th Ave From 69th St to CR-510</u> / Project No.: <u>IRC-1505B</u>	85th Street				
Shop Drawing Cut Sheet Description: Sub-Contractor: Remarks:	Other				
Reviewing Agency: (As checked below) Date Received Date ReturnedNo. Copies Ret'd I R C Engineering Div. I R C Utilities Services					
Remarks:					
* * * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * * * * * * * * * *				
IRC Engineering Division 1801 27 th Street Vero Beach, Fl. 32960	Date Rec'd from Contractor Date Ret'd to Contractor No. Copies Ret'd				
Remarks:					
Distribution of Copies: IRC Engineering Division Office File Field Office File					

- E. All submittals shall bear the stamp of approval and signature of CONTRACTOR as evidence that they have been reviewed by CONTRACTOR. Submittals without this stamp of approval will not be reviewed by the ENGINEER and will be returned to CONTRACTOR.
- F. 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.
- G. Initially submit to ENGINEER a minimum of two (2) copies of all submittals that are on 11-inch by 17-inch or smaller sheets (no less than 8 1/2-inch x 11-inch).
- H. After ENGINEER completes his review, Shop Drawings will be marked with one of the following notations:
 - 1. Approved
 - 2. Approved as Noted
 - 3. NOT Approved Resubmit
- I. If a submittal is acceptable, it will be marked "Approved" or "Approved as Noted". One (1) electronic copy of the submittal will be returned to CONTRACTOR.
- J. Upon return of a submittal marked "Approved" or "Approved as Noted", CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- K. If a submittal is unacceptable, one (1) copy will be returned to CONTRACTOR with following notation, "NOT Approved Resubmit".
- L. Upon return of a submittal marked "NOT Approved Resubmit", make the corrections indicated and repeat the initial approval procedure. Upon return of a submittal so marked, repeat the initial approval procedure utilizing acceptable material or equipment.
- M. Work shall not be performed nor equipment installed without an ENGINEER "Approved" or "Approved as Noted" Shop Drawing.
- N. Submit Shop Drawings well in advance of the need for the material or equipment for construction 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 which is fabricated or delivered prior to the approval of Shop Drawings. Materials or equipment requiring Shop Drawings which have not yet received approval by the ENGINEER shall not be installed on the project. Materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.

- P. ENGINEER will review and process all submittals promptly, but a reasonable time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to CONTRACTOR.
- Q. Furnish required submittals with complete information and accuracy in order to achieve required approval of an item within three submittals. All costs to ENGINEER involved with subsequent submittals of Shop Drawings, Samples or other items requiring approval, will be back-charged to CONTRACTOR in accordance with the General Conditions and the Supplementary Conditions. If the CONTRACTOR requests a substitution for a previously approved item, all of ENGINEER'S costs in the reviewing and approval of the substitution will be back-charged to CONTRACTOR unless the need for such substitution is beyond the control of CONTRACTOR.

SECTION 01520 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

<u>1.1 SCOPE</u>

A. Provide all construction equipment and facilities and temporary controls required to satisfactorily complete the work represented on the Drawings and described in the Specifications.

1.2 RESPONSIBILITY

- A. All construction facilities and temporary controls remain the property of the Contractor establishing them and shall be maintained in a safe and useful condition until removed from the construction site.
- B. All false work, scaffolding, ladders, hoistways, braces, pumps, roadways, sheeting, forms, barricades, drains, flumes, and the like, any of which may be needed in construction of any part of the work and which are not herein described or specified in detail, must be furnished, maintained and removed by the CONTRACTOR, who is responsible for the safety and efficiency of such work and for any damage that may result from their failure or from their improper construction, maintenance or operation.
- C. In accepting the Contract, the CONTRACTOR assumes full responsibility for the sufficiency and safety of all hoists, cranes, temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the OWNER and ENGINEER from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provision.

1.3 TEMPORARY UTILITIES AND SERVICES

- A. <u>TEMPORARY WATER</u>
 - 1. Provide a temporary water service as required for all construction purposes and pay for all water used.
 - 2. Furnish potable drinking water in suitable dispensers and with cups for use of all employees at the job.
 - 3. Provide all temporary piping, hoses, etc., required to transport water to the point of usage by all trades.
 - 4. When temporary water service is no longer required, remove all temporary water lines.

B. <u>TEMPORARY SANITARY FACILITIES</u>

- 1. Provide temporary toilet facilities separate from the job office. Maintain these during the entire period of construction under this Contract for the use of all construction personnel on the job. Provide enough chemical toilets to conveniently serve the needs of all personnel. Properly seclude toilet facilities from public observation.
- 2. Chemical toilets and their maintenance shall meet the requirements of State and local health regulations and ordinances. Immediately correct any facilities or maintenance methods failing to meet these requirements. Upon completion of work, remove the facilities from the premises.

1.4 SECURITY

Full time watchmen will not be specifically required as a part of the Contract, but the CONTRACTOR shall provide inspection of work area daily and shall take whatever measures are necessary to protect the safety of the public, workmen, and materials, and provide for the security of the site, both day and night.

1.5 TEMPORARY CONTROLS

Take all necessary precautions to control dust and mud associated with the work of this Contract. In dry weather, spray dusty areas daily with water in order to control dust. Take necessary steps to prevent the tracking of mud onto adjacent streets and highways.

1.6 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

Remove the various temporary facilities, services, and controls and legally dispose of them as soon as the work is complete. The areas of the site used for temporary facilities shall be properly reconditioned and restored to a condition acceptable to the OWNER.

SECTION 01541 - PROTECTION OF THE WORK AND PROPERTY

1.1 GENERAL

- A. CONTRACTOR shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect the Work and all public and private property and facilities from damage as specified in the General Conditions and herein.
- B. In order to prevent damage, injury or loss, CONTRACTOR'S actions shall include, but not be limited to, the following:
 - 1. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with the progress of the Work or the Work of any other Contractor or utility service company.
 - 2. Provide suitable storage facilities for all materials, which are subject to injury by exposure to weather, theft, breakage, or otherwise.
 - 3. Place upon the Work or any part thereof, only such loads as are consistent with the safety of that portion of the Work.
 - 4. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by construction operations, so that at all times, the site of the Work presents a safe, orderly, and workmanlike appearance.
 - 5. Provide barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways and other hazardous areas.
- C. Except after written consent from proper parties, do not enter or occupy privately-owned land with men, tools, materials or equipment, except on easements provided herein.
- D. Assume full responsibility for the preservation of all public and private property or facility on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by the CONTRACTOR, it shall be restored by the CONTRACTOR, at its expense, to a condition equal to or better than that existing before the damage was done.

1.2 BARRICADES AND WARNING SIGNALS

CONTRACTOR's responsibility for the maintenance of barricades, signs, lights, and for providing watchmen shall continue until OWNER accepts the Project.

1.3 TREE AND PLANT PROTECTION

A. Protect existing trees, shrubs and plants on or adjacent to the site that are shown or designated to remain in place against unnecessary cutting, breaking or skinning of trunk, branches, bark or roots.

- B. Do not store or park materials or equipment within the drip line of trees that are to remain.
- C. Install temporary fences or barricades to protect trees and plants in areas subject to traffic.
- D. Fires shall not be permitted under or adjacent to trees and plants.
- E. Within the limits of the Work, water trees and plants that are to remain, in order to maintain their health during construction operations.
- F. Cover all exposed roots with burlap and keep it continuously wet. Cover all exposed roots with earth as soon as possible. Protect root systems from mechanical damage and damage by erosion, flooding, run-off or noxious materials in solution.
- G. If branches or trunks are damaged, prune branches immediately and protect the cut or damaged areas with emulsified asphalt compounded specifically for horticultural use.
- H. Remove all damaged trees and plants that die or suffer permanent injury and replace them with a specimen of equal or better quality.
- I. Coordinate Work in this Section with requirements of other sections herein.

1.4 PROTECTION OF IRRIGATION

The CONTRACTOR shall be responsible for maintaining in good condition all irrigation systems within the easements, which could be damaged by construction activities. The CONTRACTOR shall repair any irrigation systems damaged by construction activities within two (2) days. Irrigation systems partially within the right-of-way and all intersecting side streets within project limits may be cut off and capped or connected to same system to maintain functionality. The CONTRACTOR shall be responsible for maintaining the functionality of the remaining portion of the system if it should fall outside of the right-of-way.

1.5 PROTECTION OF EXISTING STRUCTURES

- A. Underground Structures:
 - 1. Underground structures are defined to include, but not be limited to, all sewer, water, gas, and other piping, and manholes, chambers, electrical conduits, tunnels and other existing subsurface work located within or adjacent to the limits of the Work.
 - 2. All underground structures known to ENGINEER except service connections for water, sewer, electric, and telephone are shown. This information is shown for the assistance of CONTRACTOR in accordance with the best information available, but is not guaranteed to be correct or complete. The existing utilities shown on the Contract Drawings are located according to the information available to the ENGINEER at the time the Drawings were prepared and have not been

Protection of the Work and Property - 01541-2

independently verified by the OWNER or the ENGINEER. Guarantee is not made that all existing underground utilities are shown or that the locations of those shown are accurate. The locations shown are for bidding purposes only. Finding the actual location of any existing utilities is the CONTRACTOR's responsibility and shall be done before it commences any work in the vicinity. Furthermore, the CONTRACTOR shall be fully responsible for any and all damages, which might be occasioned by the CONTRACTOR's failure to exactly locate and preserve any and all underground utilities. The OWNER or ENGINEER will assume no liability for any damages sustained or costs incurred because of the CONTRACTOR's operations in the vicinity of existing utilities or structures, nor for temporary bracing and shoring of same. If it is necessary to shore, brace, or swing a utility, contact the utility company or department affected and obtain their permission regarding the method to use for such work.

- 3. Contact the various utility companies which may have buried or aerial utilities within or near the construction area before commencing work. Provide 48 hours minimum notice to all utility companies prior to beginning construction.
- 4. Schedule and execute all work involving existing utilities in order to minimize necessary interruption of services. Whenever such interruption is necessary for completion of the work, notify the ENGINEER and the appropriate utility at least 48 hours in advance. Perform all work to repair/restore utility service to the satisfaction of the appropriate utility. Include all costs related to service maintenance, interruption, and restoration in the appropriate line item in the Contract.
- 5. Where it is necessary to temporarily interrupt house or business services, the CONTRACTOR shall notify the owner or occupant, both before the interruption (24-hour minimum), and again immediately before service is resumed. Before disconnecting and pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangement for their disconnection by their owner.
- 6. Explore ahead of trenching and excavation work and uncover all obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of the services which such structures provide. If CONTRACTOR damages an underground structure, restore it to original condition at CONTRACTOR's expense.
- 7. Necessary changes in the location of the Work may be made by ENGINEER, to avoid unanticipated underground structures.
- 8. If permanent relocation of an underground structure or other subsurface facility is required and is not otherwise provided for in the Contract Documents, ENGINEER will direct CONTRACTOR in writing to perform the Work, which shall be paid for under the provisions of Article 11 of the General Conditions.

- B. Surface Structures:
 - 1. Surface structures are defined as structures or facilities above the ground surface. Included with such structures are their foundations and any extension below the surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks and all other facilities that are visible above the ground surface.
- C. Protection of Underground and Surface Structures:
 - 1. Sustain in their places and protect from direct or indirect injury, all underground and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully, and as required by the party owning or controlling such structure. Before proceeding with the work of sustaining and supporting such structure, satisfy the ENGINEER that the methods and procedures to be used have been approved by the party owning same.
 - 2. Assume all risks attending the presence or proximity of all underground and surface structures within or adjacent to the limits of the Work. CONTRACTOR shall be responsible for all damage and expense for direct or indirect injury caused by its Work to any structure. CONTRACTOR shall repair immediately all damage caused by his work, to the satisfaction of the OWNER of the damaged structure.
- D. All other existing surface facilities, including but not limited to, guard rails, posts, guard cables, signs, poles, markers, and curbs which are temporarily removed to facilitate installation of the Work shall be replaced and restored to their original condition at CONTRACTOR'S expense.

1.6 DAMAGE TO EXISTING STRUCTURES AND UTILITIES

- A. The CONTRACTOR shall be responsible for and make good all damage to pavement beyond the limits of this Contract, buildings, telephone or other cables, water pipes, sanitary pipes, or other structures which may be encountered, whether or not shown on the Drawings.
- B. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, and it shall be this CONTRACTOR's responsibility to determine the location, character and depth of any existing utilities. He shall assist the utility companies, by every means possible to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from his activities.

1.7 ADJUSTMENTS OF UTILITY CASTINGS, COVERS AND BOXES

- A. All existing utility castings, including valve boxes, junction boxes, manholes, pull boxes, inlets and similar structures in the areas of construction that are to remain in service shall be adjusted by the CONTRACTOR to bring them flush with the surface of the finished work.
- B. The CONTRACTOR shall coordinate the utilities to ensure proper construction sequencing. CONTRACTOR shall make available survey reference markers to the various utility companies.

SECTION 01550 - ACCESS ROADS, PARKING AREAS AND USE OF PUBLIC STREETS

1.1 GENERAL

- A. Provide all temporary construction roads, walks and parking areas required during construction and for use of emergency vehicles. Design and maintain temporary roads and parking areas so they are fully usable in all weather conditions.
- B. Prevent interference with traffic and the OWNER's operations on existing roads. Indemnify and save harmless the OWNER from any expenses caused by CONTRACTOR's operations over these roads.
- C. Roadways damaged by CONTRACTOR shall be restored to their original condition by the CONTRACTOR subject to approval of the OWNER or ENGINEER.
- D. Remove temporary roads, walks and parking areas prior to final acceptance and return the ground to its original condition, unless otherwise required by the Contract Documents.

1.2 USE OF PUBLIC STREETS

The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other traffic. Any earth or other excavated material spilled from trucks shall be removed immediately by the CONTRACTOR and the streets cleaned to the satisfaction of the Owner.

1.3 USE OF PUBLIC STREETS FOR HAUL ROADS

- A. Prior to construction, the CONTRACTOR shall designate all proposed haul roads to be used during the life of the project. Any earth or other materials spilled from trucks shall be removed by the CONTRACTOR and streets cleaned to the satisfaction of the Owner. He further shall be responsible for repairs to any damages caused by his operations, prior to final payment.
- B. All trucks carrying earth shall be covered while moving with an appropriate tarpaulin. Should trucks hauling earth fail to cover their loads, the CONTRACTOR will be given two (2) written warnings, after which the CONTRACTOR shall pay a fine of \$50 per uncovered truck to the Owner when invoked by the Owner to Owner's Engineer. All cleanup shall be the responsibility of the CONTRACTOR.
- C. All trucks/moving equipment shall have backup warning horns in proper working order while on the job site.

+ + END OF SECTION + +

Access Roads, Parking Areas and use of Public Streets - 01550-1

SECTION 01610 - TRANSPORTATION AND HANDLING OF MATERIALS AND EQUIPMENT

1.1 GENERAL

- A. Make all arrangements for transportation, delivery and handling of equipment and materials required for prosecution and completion of the Work.
- B. Shipments of materials to CONTRACTOR or Subcontractors shall be delivered to the site only during regular working hours. Shipments shall be addressed and consigned to the proper party giving name of Project, street number and city. Shipments shall not be delivered to OWNER except where otherwise directed.
- C. If necessary, to move stored materials and equipment during construction, CONTRACTOR shall move or cause to be moved materials and equipment without any additional compensation.

1.2 DELIVERY

- A. Arrange deliveries of products in accord with construction schedules and in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with Work and conditions at site and to accommodate the following:
 - 1. Work of other contractors, or OWNER.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. OWNER'S use of premises.
- C. Do not have products delivered to project site until related Shop Drawings have been approved by the ENGINEER.
- D. Do not have products delivered to site until required storage facilities have been provided.
- E. Have products delivered to site in manufacturer's original, unopened, labeled containers. Keep ENGINEER informed of delivery of all equipment to be incorporated in the Work.
- F. Partial deliveries of component parts of equipment shall be clearly marked to identify the equipment, to permit easy accumulation of parts, and to facilitate assembly.
- G. Immediately on delivery, Contractor shall inspect shipment to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Containers and packages are intact, labels are legible.
 - 4. Products are properly protected and undamaged.

Transportation and Handling of Materials and Equipment - 01610-1

1.3 PRODUCT HANDLING

- A. Provide equipment and personnel necessary to handle products, including those provided by OWNER, by methods to prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring or otherwise damaging products or surrounding surfaces.
- C. Handle products by methods to prevent bending or overstressing.
- D. Lift heavy components only at designated lifting points.
- E. Materials and equipment shall at all times be handled in a safe manner and as recommended by manufacturer or supplier so that no damage will occur to them. Do not drop, roll or skid products off delivery vehicles. Hand carry or use suitable materials handling equipment.

SECTION 01611 - STORAGE OF MATERIAL AND EQUIPMENT

1.1 GENERAL

- A. Store and protect materials and equipment in accordance with manufacturer's recommendations and requirements of Specifications.
- B. Make all arrangements and provisions necessary for the storage of materials and equipment. Place all excavated materials, construction equipment, and materials and equipment to be incorporated into the Work, so as not to injure any part of the Work or existing facilities, and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Keep materials and equipment neatly and compactly stored in locations that will cause a minimum of inconvenience to other contractors, public travel, adjoining owners, tenants and occupants. Arrange storage in a manner to provide easy access for inspection.
- C. Areas available on the construction site for storage of material and equipment shall be as shown or approved by the ENGINEER.
- D. Store materials and equipment which are to become the property of the OWNER to facilitate their inspection and insure preservation of the quality and fitness of the Work, including proper protection against damage by extreme temperatures and moisture.
- E. Do not use lawns, grass plots or other private property for storage purposes without written permission of the OWNER or other person in possession or control of such premises.
- F. CONTRACTOR shall be fully responsible for loss or damage to stored materials and equipment.
- G. Do not open manufacturers containers until time of installation unless recommended by the manufacturer or otherwise specified.
- H. When appropriate store materials on wood blocking so there is no contact with the ground.

SECTION 01630 - SUBSTITUTIONS

1.1 GENERAL

A. Requests for review of a substitution shall conform to the requirements of Article 6.05, "Substitutes and Or-Equals," of the General Conditions, and shall contain complete data substantiating compliance of the proposed substitution with the Contract Documents.

1.2 CONTRACTOR'S OPTIONS

- A. For materials or equipment (hereinafter products) specified only by reference standard, select product meeting that standard by any manufacturer, fabricator, supplier or distributor (hereinafter manufacturer). To the maximum extent possible, provide products of the same generic kind from a single source.
- B. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named which complies with Specifications.
- C. For products specified by naming one or more products or manufacturers and stating "or equivalent," submit a request for a substitution for any product or manufacturer which is not specifically named.
- D. For products specified by naming only one product or manufacturer and followed by words indicating that no substitution is permitted, there is no option and no substitution will be allowed.
- E. Where more than one choice is available as a CONTRACTOR's option, select product which is compatible with other products already selected or specified.

1.3 SUBSTITUTIONS

- A. During a period of 15 days after date of commencement of Contract Time, ENGINEER will consider written requests from CONTRACTOR for substitution of products or manufacturers, and construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of product or other conditions beyond control of CONTRACTOR.
- B. Submit 5 copies of Request for Substitution. Submit a separate request for each substitution. In addition to requirements set forth in Article 6.05 of General Conditions, include in the request the following:
 - 1. For products or manufacturers:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature with product description, performance and test data, and reference standards.
 - c. Samples, if appropriate.

- d. Name and address of similar projects on which product was used, and date of installation.
- 2. For construction methods (if specified):
 - a. Detailed description of proposed method.
 - b. Drawings illustrating method.
- 3. Such other data as the ENGINEER may require to establish that the proposed substitution is equal to the product, manufacturer or method specified.
- C. In making Request for Substitution, CONTRACTOR represents that:
 - 1. CONTRACTOR has investigated proposed substitution, and determined that it is equal to or superior in all respects to the product, manufacturer or method specified.
 - 2. CONTRACTOR will provide the same or better guarantees or warranties for proposed substitution as for product, manufacturer, or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to a proposed substitution that subsequently may become apparent.
- D. A proposed substitution will not be accepted if:
 - 1. Acceptance will require changes in the design concept or a substantial revision of the Contract Documents.
 - 2. It will delay completion of the Work, or the work of other contractors.
 - 3. It is indicated or implied on a Shop Drawing and is not accompanied by a formal Request for Substitution from CONTRACTOR.
- E. If the ENGINEER determines that a proposed substitute is not equal to that specified, furnish the product, manufacturer, or method specified at no additional cost to OWNER.
- F. Approval of a substitution will not relieve CONTRACTOR from the requirement for submission of Shop Drawings as set forth in the Contract Documents.
- G. The procedure for review by Engineer will include the following:
 - 1. Requests for review of substitute items of material and equipment will not be accepted by Engineer from anyone other than CONTRACTOR.
 - 2. Upon receipt of an application for review of a substitution, Engineer will determine whether the review will be more extensive than a normal shop drawing review for the specified item.
 - 3. If the substitution will not require a more extensive review, Engineer will proceed with the review without additional cost to CONTRACTOR.
 - 4. If the substitution requires a more extensive review, Engineer will proceed with the review only after CONTRACTOR has agreed to reimburse Owner for the review cost.
 - 5. Engineer may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

Substitutions - 01630-2

- H. Any redesign of structural members shall be performed by, and the plans signed and sealed by, a Professional Engineer registered in the State of Florida. The redesign shall be at the CONTRACTOR's expense. Any redesign will require an extensive review by the Engineer. The CONTRACTOR must agree to reimburse the Owner for the review cost prior to the Owner's Engineer proceeding with the design review. The ENGINEER's estimated cost of review shall be provided to the CONTRACTOR prior to proceeding with the review to allow the CONTRACTOR the opportunity to rescind the request.
- I. Engineer will be allowed a reasonable time within which to evaluate each proposed substitution. Engineer will be the sole judge of acceptability and shall have the right to deny use of any proposed substitution. The CONTRACTOR shall not order, install, or utilize any substitution without either an executed Change Order or Engineer's notation on the reviewed shop drawing. Owner may require CONTRACTOR to furnish at CONTRACTOR's expense a special manufacturer's performance guarantee(s) or other surety with respect to any substitute and an indemnification by the CONTRACTOR. ENGINEER will record time required by Engineer and Engineer's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not a proposed substitute is used, CONTRACTOR shall reimburse Owner for the charges of Engineer and Engineer's consultants for evaluating each proposed substitute.
- J. Substitute materials or equipment may be proposed for acceptance in accordance with this Section. In the event that substitute materials or equipment are used and are less costly than the originally specified material or equipment, than the net difference in cost shall benefit the Owner and CONTRACTOR in equal proportions. This cost difference shall not be reduced by any failure of the CONTRACTOR to base his bid on the named materials or equipment.

SECTION 01710 - SITE CLEANUP AND RESTORATION

<u>1.1 SCOPE</u>

Furnish all labor, equipment, appliances, and materials required or necessary to clean up and restore the site after the construction is completed.

1.2 REQUIREMENTS

- A. During the progress of the project, keep the work and the adjacent areas affected thereby in a neat and orderly condition. Remove all rubbish, surplus materials, and unused construction equipment. Repair all damage so that the public and property owners will be inconvenienced as little as possible.
- B. Provide onsite containers for the collection of waste materials, debris, and rubbish and empty such containers in a legal manner when they become full.
- C. Where material or debris has been deposited in watercourses, ditches, gutters, drains, or catch-basins as a result of the CONTRACTOR's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, etc., shall be kept clean and open at all times.
- D. Before the completion of the project, unless otherwise especially directed or permitted in writing:
 - 1. Tear down and remove all temporary buildings and structures;
 - 2. Remove all temporary works, tools, and machinery, or other construction equipment furnished;
 - 3. Remove all rubbish from any grounds occupied; and
 - 4. Leave the roads, all parts of the premises, and adjacent property affected by construction operations, in a neat and satisfactory condition.
- E. Restore or replace any public or private property damaged by construction work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of the operations. To this end, the CONTRACTOR shall restore all highway, roadside, and landscaping work within any right-of-way, platted or prescriptive. Acceptable materials, equipment, and methods shall be used for such restoration.
- F. Thoroughly clean all materials and equipment installed and on completion of the work, deliver the facilities undamaged and in fresh and new-appearing condition.
- G. It is the intent of the Specifications to place the responsibility on the CONTRACTOR to restore to their original condition all items disturbed, destroyed, or damaged during construction. Particular attention will be placed on restoration of canals to equal or better condition than prior to construction.

- H. When finished surfaces require cleaning with cleaning materials, use only those cleaning materials which will not create hazards to health or property and which will not damage the surfaces. Use cleaning materials only on those surfaces recommended by the manufacturer. Follow the manufacturer's directions and recommendations at all times.
- I. Keep the amount of dust produced during construction activities to a minimum. At CONTRACTOR's expense, spray water or other dust control agents over the areas, which are producing the dust. Schedule construction operations so that dust and other contaminants will not fall on wet or newly coated surfaces.

1.3 SITE CLEANUP AND RESTORATION

Prior to final completion, the OWNER, ENGINEER, and CONTRACTOR shall review the site with regards to site cleanup and restoration. Clean and/or restore all items determined to be unsatisfactory by the OWNER or ENGINEER, at no additional expense.

SECTION 01820 - POST FINAL INSPECTION

1.1 GENERAL

- A. Approximately one year after Final Completion, the OWNER will make arrangements with the Project Manager and the CONTRACTOR for a post final inspection and will send a written notice to said parties to inform them of the date and time of the inspection.
- B. Corrections of defective work noted by OWNER and Project Manager shall comply with the applicable sections of Article 13, General Conditions.
- C. After the inspection, the OWNER will inform the CONTRACTOR of any corrections required to release the performance and payment bonds.

DIVISION 2 - TECHNICAL PROVISIONS

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SECTION 001 - TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATIONS

A. All work of this Contract shall conform to the applicable technical specifications of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, January 2016, and Supplemental Specification, Special Provisions and addenda thereto, except as modified and supplemented hereinafter. Reference to Article numbers herein-after apply to the FDOT Standard Specifications, and reference in FDOT Standard Specifications to Department shall be taken as the Owner or its appointed Representative. Wherever the Specifications, Supplementals, etc. may refer to the "Owner", "Department", "State of Florida Department of Transportation", or words relating to offices of State Government, such words shall be taken as meaning Owner or Indian River County, Florida. Wherever the word "Owner's Engineer", "District Engineer", "Engineer", "Project Engineer", etc., appears, it shall be taken to mean the Registered Professional Project Engineer of the Indian River County Public Works Department, Engineering Division acting directly or through duly authorized representatives. Wherever the word "Resident Engineer" appears, it shall be taken to mean an authorized representative of the Owner's Engineer on the Project (Resident Construction Inspector) who will act as an agent for Indian River County, assigned to observe the progress quantity and quality of the work.

The work to be performed for utility work (if any) shall conform to the applicable technical specifications of the "Indian River County Department of Utility Services, Water, Wastewater, and Reclaimed Water Utility Construction Standards" March, 2018 or the current version.

The work to be performed per line items 700 through 711 shall conform to the applicable standards of Indian River County Typical Drawings for Pavement Markings, Signing & Geometrics Revised March 2012.

SECTION 004 - SCOPE OF WORK

Section 4-3.9 Value Engineering Incentive is deleted in its entirety.

SECTION 101 - MOBILIZATION

The work specified in this section shall conform to Section 101 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

A. The Contractor shall maintain all grassed and landscaped areas within the project limits in a satisfactory condition until final acceptance of the project. Such maintenance within the limits of construction shall include the mowing of all existing grassed areas within the Right-of-Way, removal of all trash and debris on a weekly basis, and keeping vegetation trimmed on all sidewalks. Grass height shall not exceed 6" without mowing. Clippings shall be removed from sidewalk.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 101-1 – MOBILIZATION/ DEMOBILIZATION– Per Lump Sum

SECTION 102 - MAINTENANCE OF TRAFFIC

The work specified in this item shall conform to Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, except as modified herein.

- A. <u>GENERAL PROVISIONS-DESCRIPTION:</u> The work specified in this Section consists of maintaining traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences, businesses, etc., along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust through the use of calcium chloride if necessary, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term, Maintenance of Traffic, as used herein, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as specified in this Itemized Section 14 of these provisions and Paragraph 24 in General Conditions Section.
- B. <u>BEGINNING DATE OF CONTRACTOR'S RESPONSIBILITY</u>: The Contractor shall present his Maintenance of Traffic Plan at or before the pre-construction conference. The Maintenance of Traffic Plan shall indicate the type and location of all signs, lights, barricades, striping and barriers to be used for the safe passage of pedestrians and vehicular traffic through the project and for the protection of the workmen. The plan will indicate conditions and setups for each phase of the Contractor's activities.

When the project plans include or specify a specific Maintenance of Traffic Plan, alternate proposals will be considered when they are found to be equal to or better than the plan specified.

In no case may the Contractor begin work until the Maintenance of Traffic Plan has been approved in writing by the Engineer. Modifications to the Maintenance of Traffic Plan that become necessary shall also be approved in writing. Except in an emergency, no changes to the approved plan will be allowed until approval to change such plan has been received.

The cost of all work included in the Maintenance of Traffic Plan shall be included in the pay

item for Maintenance of Traffic.

The Contractor shall be responsible for performing daily inspections, including weekends and holidays, with some inspections at nighttime, of the installations on the project and replace all equipment and devices not conforming with the approved standards during that inspection. The project personnel will be advised of the schedule of these inspections and be given the opportunity to join in the inspection as is deemed necessary.

C. <u>TRAFFIC CONTROL - STANDARDS</u>: <u>The FDOT Design Standards For Design, Construction,</u> <u>Maintenance and Utility Operations On The State Highway System</u>, Edition as dated on the plans set forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workmen from hazards within the project limits. The standards established in the aforementioned manual constitute the minimum requirements for normal conditions, and additional traffic control devices warning devices, barriers or other safety devices will be required where unusual, complex or particularly hazardous conditions exist.

The above referenced standards were developed using F.H.W.A., U.S.D.O.T. <u>Manual on</u> <u>Uniform Traffic Control Devices (MUTCD).</u>

- D. <u>TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS INSTALLATION</u>: The responsibility for installation and maintenance of adequate traffic control devices, warning devices and barriers, for the protection of the travel in public and workmen, as well as to safeguard the work area in general shall rest with the Contractor. Consideration shall be given to recommendations of the Engineer. The required traffic control devices, warning devices and barriers shall be erected by the Contractor prior to creation of any hazardous condition and in conjunction with any necessary re-routing of traffic. The Contractor shall immediately remove, turn or cover any devices or barriers which do not apply to existing conditions. All traffic control devices shall conform to MUTCD standards and shall be clean and relatively undamaged. Damaged devices diminishing legibility and recognition, during either night or day conditions, are not acceptable for use.
 - E. <u>NO WAIVER OF LIABILITY</u>: The Contractor shall conduct his operations in such a manner that no undue hazard will result due to the requirements of this article, and the procedures and policies described therein shall in no way act as a waiver of any of the terms of the liability of the Contractor or his surety.
 - F. Contractor's Maintenance of Traffic Plan shall maintain continuous vehicular traffic at all times.
 - G. The Changeable Variable Message Sign shall be used as necessary. The location, message, and duration shall be as directed by Engineer.
 - H. In addition to above, the Contractor shall comply with INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION SPECIAL CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION in

Appendix C.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 102-1 – MAINTENANCE OF TRAFFIC – Per Lump Sum Bid Item No. 102-14 – TRAFFIC CONTROL OFFICER (OFF DUTY LAW ENFORCEMENT) – Per Hour

SECTION 104 - PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION

PART 1 – GENERAL

1.1 SCOPE

- A. This Section covers erosion control and the treatment of dewatering water and stormwater runoff from the construction site and work area. Pollution control measures shall prevent polluted or turbid waters from being discharged from the construction site or work area to undeveloped portions of the site or offsite, including but not limited to Multiple Separate Storm Sewer Systems (MS4s) and Waters of the State.
- B. The OWNER considers pollution from dewatering water and stormwater runoff from a construction site or work area to be a very serious offense. The CONTRACTOR is solely responsible for preventing pollution caused by dewatering water and stormwater runoff from the construction site or work area. Note that state regulations do not allow mixing stormwater and dewatering groundwater in the same release separate and independent discharges are required.
- C. Pollution control measures specified herein represent minimum standards to be adhered to by the CONTRACTOR throughout the Project's construction. The OWNER reserves the right to require the CONTRACTOR to employ additional pollution control measures, when in the sole opinion of the OWNER, they are warranted. If site specific conditions require additional erosion and stormwater pollution control measures during any phase of construction or operation to prevent erosion or to control sediment or other pollution, beyond those specified in the Drawings, the Project's approved Stormwater Pollution Prevention Plan (SWPPP), or herein, implement additional best management practices as necessary, in accordance with Chapter 4, "Best Management Practices for Erosion and Sedimentation Control" of the Florida Erosion and Sediment Control Inspector's Manual and other references as may be applicable or required by regulatory permits.
- D. The OWNER may terminate this Contract if the CONTRACTOR fails to comply with this Section. Alternatively, the OWNER may halt the CONTRACTOR's operations until the CONTRACTOR is in full compliance with this Section. If the OWNER halts the CONTRACTOR's Work as a result of failure to comply with this Section, the Contract time clock will continue to run.

- E. In addition to these Specifications, comply with Chapter 4 "Best Management Practices for Erosion and Sedimentation Control" and Chapter 5 – "Best Management Practices for Dewatering" of the <u>Florida Erosion and Sediment Control Inspector's Manual</u>. In the event of a conflict between the referenced chapters and these Specifications, the more stringent requirement shall prevail.
- F, Submit to SJRWMD a "Notice to District of Dewatering Activity" (SJRWMD Form No. 40C-2.900(12)) prior to commencement of dewatering in accordance with F.A.C. 40C-2.042(9). Provide a copy of the Notice to Indian River County.

1.2 PERMITS

- A. The OWNER has obtained certain permits for this project and they are listed in paragraph 6.08.B of the EJCDC Standard General Conditions of the Construction Contract (General Conditions). Per paragraph 6.08.C of the General Conditions, apply for and obtain all other required federal, state, and local permits, licenses, sampling, and tests.
- B. Provide copies of all approved permits to the OWNER and ENGINEER and comply with all conditions contained in all permits at no extra cost to the OWNER. If there is a conflict between any permit requirement and these Specifications or requirements between permits, the more stringent specification or requirement shall govern.
- C. Pay for all required water quality sampling and laboratory tests.

1.3 GENERAL

- A. Do not begin any other construction work until the pollution control and treatment system has been constructed in accordance with approved plans, permits, and these Specifications; and the installed system has been examined by the OWNER for compliance.
- B. From time to time, the OWNER or ENGINEER will inspect the pollution control and treatment system and may take effluent samples for analysis by a testing laboratory selected and paid for by the OWNER. If at any time, the OWNER or ENGINEER determines that the pollution control and treatment system is not in compliance with the approved system, the OWNER or ENGINEER will shut the portion of the project down that is not in compliance, and it shall remain shut-down until the pollution control and treatment system plans, specifications, contract documents, and permits.
- C. Schedule construction to minimize erosion and stormwater runoff from the construction site. Implement erosion control measures on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased. In addition to other temporary erosion control measures that may be implemented, application of polyacrylamide is <u>required</u> on all such

disturbed areas within 7 days after the construction activity in that portion of the site has temporarily or permanently ceased, unless final landscaping has been installed. Polyacrylamide application shall be as specified herein. Include polyacrylamide application in the Project's SWPPP.

- D. Inspect each pollution control system at least once per day and after each rainfall event. Clean and maintain each pollution control system as required until the system is no longer needed. If a water quality violation occurs, immediately cease all work contributing to the water quality violation and correct the problem. Immediately report all water quality violations to the OWNER. Immediately report the discharge of any hazardous substance to the State Warning Point at 800-320-0519 or 850-413-9911.
- E. Discharge shall not violate State or local water quality standards in receiving waters, nor cause injury to the public health or to public or private property, nor to the Work completed or in progress. The receiving point for water from construction operations shall be approved by the applicable owner, regulatory agency, and the ENGINEER. The receiving point shall be shown on the Project SWPPP.
- F. Promptly repair all damage at no cost to the OWNER.

1.4 SUBMITTALS

- A. Shop Drawings: Submit shop drawings of the proposed pollution control and treatment systems in accordance with Section 1340.
- B. Approved Stormwater Pollution Prevention Plan.
- C. "Contractor's Affidavit Regarding Erosion Control and Treatment of Dewatering Water and Stormwater From Construction Activities"

1.5 STORMWATER TREATMENT AND EROSION CONTROL SYSTEM RESPONSIBILITY

A. Prepare a site-specific design of the erosion and stormwater pollution control system. Install and maintain all erosion and stormwater pollution control devices under the supervision of a State Certified Stormwater, Erosion, and Sedimentation Control Inspector. Maintain the erosion and stormwater pollution control devices until in the ENGINEER's sole opinion, the devices are no longer necessary (such time not to extend past the date the OWNER formally accepts the project as complete). Before beginning construction, submit to Indian River County, Florida Department of Environmental Protection (FDEP) and other applicable regulatory agencies for review and approval, a Stormwater Pollution Prevention Plan (SWPPP), prepared by the certified erosion control subcontractor. Construction shall not begin until the SWPPP has been approved by Indian River County, FDEP, and all applicable regulatory agencies. Submit the approved SWPPP to the ENGINEER before beginning construction. Include in the SWPPP, the "Contractor's Affidavit Regarding Erosion Control and Treatment of Dewatering Water and Stormwater From Construction Activities" (located at the end of this Section).

1.6 "POLLUTION" AND CERTAIN UNCONTESTABLE POLLUTION EVENTS DEFINED

- A. With respect to this Section and as may be further defined in paragraphs 1.6.B, 1.6.C, and 1.6.D, "pollution" is the presence in off-site waters of any substances, contaminants, or manmade or human-induced impairment of off-site waters or alteration of the chemical, physical, biological, or radiological integrity of off-site water in quantities or at levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property. Pollutants to be removed include but are not limited to, sediment and suspended solids, solid and sanitary wastes, phosphorus, nitrogen, pesticides, oil and grease, concrete truck washout, stucco mixer washout, curb machine washout, washout from other construction equipment, construction chemicals, and construction debris.
- B. <u>When the Discharge is Directly Into an Existing Water Body</u> An existing water body (including ditches and canals) is defined to be polluted by the CONTRACTOR's operations when at any time, the turbidity of the water immediately downstream of the CONTRACTOR's discharge point(s) is at least 29 nephelometric turbidity units (NTUs) higher than the turbidity of the background water upstream of the discharge point(s). [See Fla. Administrative Code 62-302.530] Exception: When the discharge is directly into or through an outfall discharging into "Outstanding Florida Waters," designated by Florida Statute 403.061(27), the turbidity of the discharged water cannot exceed the turbidity of the immediate receiving water. The ENGINEER or OWNER shall determine the locations where the turbidity is measured.
- C. <u>When the Discharge is not Directly Into an Existing Water Body</u> In some instances, dewatering water or stormwater runoff from the construction site or work area may reach a water body indirectly, such as by overland flow. If the discharge water's TSS and turbidity measurements exceed pre-construction background values by 20 percent for TSS and 29 NTUs for turbidity, then the discharge is defined to be polluted.
- D. When <u>Pollution Always Occurs</u> The discharge from a construction site or work area is defined to be polluted whenever the pH of the discharge is less than 6.5 or greater than 8.5, or whenever any of the following is present in the discharge water:
 - (1) Hazardous waste or hazardous materials in any quantity,
 - (2) Any petroleum product or by-product in any quantity,
 - (3) Any chemical in any quantity, or
 - (4) Concentrated pollutants.
- E. Above paragraphs 1.6.B, 1.6.C, and 1.6.D do not in any way, limit the types of conditions in which pollution may be determined to occur.

1.7 PENALTIES FOR NONCOMPLIANCE WITH THIS SECTION

A. In addition to the OWNER's specific remedies, if erosion or pollution is caused by dewatering water or stormwater runoff from the construction site, the OWNER may report the violations to Indian River County Stormwater Enforcement, SJRWMD, FDEP, Indian River Farms Water

Control District (or other F. S. Chapter 298 Drainage District, as appropriate), and other pertinent regulatory or enforcement agencies.

PART 2 - MATERIALS AND INSTALLATION

2.1 GENERAL

A. <u>Polyacrylamide:</u> As required in Paragraph 1.3.C, place polyacrylamide (PAM) on bare ground to reduce the potential for erosion and cover it with hay, jute, or mulch. PAM may also be used in water bodies to remove turbidity. In all cases, use the anionic form of polyacrylamide that does not stick to fish gills. For PAM information and its proper application, a contact is Applied Polymer Systems, Inc., (678) 494-5998, <u>www.siltstop.com</u>.

B. <u>Staked Silt Fences:</u>

- 1. <u>General:</u> Use silt fences to control runoff from the construction site where the soil has been disturbed.
- 2. <u>Installation:</u> Install per the manufacture's recommendations and as specified herein. In general, install the silt fence in a manner that allows it to stop the water long enough for the sediment to settle while the water passes through the silt fence fabric. All supporting posts shall be on the down-slope side of the fencing. Place the bottom of the fabric 6-inches minimum, under compacted soil to prevent the flow of sediment underneath the fence. Place silt fences away from the toe of slopes. Otherwise, work shall conform to Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- 3. <u>Product:</u> All material shall be new and unused. Use FDOT Types III through IV silt fences where large sediment loads are anticipated, where slopes are 1:2 (vertical: horizontal) or steeper, or as directed by the ENGINEER; otherwise use FDOT Type II silt fence.
- C. <u>Turbidity Barriers:</u>

1. <u>General:</u> Use turbidity barriers to control sediment contamination of rivers, lakes, ponds, canals, etc.

- 2. <u>Installation:</u> Install per the manufacturer's recommendations and per Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction unless directed otherwise by the ENGINEER.
- 3. <u>Product:</u> All material shall be new and unused. The turbidity barrier shall be a pervious barrier and the fabric color shall be yellow. Use staked turbidity barriers in water less than one-foot deep. Use floating turbidity barriers in water one-foot or deeper.
- D. <u>Sedimentation Control From Dewatering or Pumping Operations Using Filter Bags:</u>
 - 1. Filter bags shall be manufactured using a polypropylene non-woven geotextile and sewn by a double-needle machine, using a high strength nylon thread. The bag shall have a fill spout large enough to accommodate a 4-inch pump discharge hose. Straps shall be attached to the bag to secure the hose and prevent pumped water from escaping without being filtered.

- 2. Installation: Install in accordance with the manufacturer's specifications. Use as many filter bags as required, at no additional cost to the OWNER. Legally dispose of the bags offsite, at no cost to the OWNER. If the bags are placed on aggregate to facilitate filtration efficiency, do not use limerock aggregate – use non-calcareous rock.
- 3. Product: The filter bag shall be supplied with lifting straps. a. "DIRTBAG 53 or 55 as applicable," supplied by ACF Environmental, Inc. (1-800-448-3636).

b. "DANDY DEWATERING BAG" supplied by Dandy Products, Inc. (1-800-591-2284).

- c. Or equivalent.
- E. Curb Inlet Protection:
 - Filter stormwater before it enters curb inlets. 1.
 - 2. Installation: Install in accordance with the manufacturer's specifications. Use as many of the specified filtration devices as required, at no additional cost to the OWNER.
 - 3. Product: All materials shall be new and unused. The length of the curb inlet filtration device shall be at least 2-feet longer than the curb inlet opening.
 - "GUTTERBUDDY," supplied by ACF Environmental, Inc. (1-800-448-3636). a.
 - b. Or equivalent.
- F. Catch Basin Protection:
 - Filter stormwater before it enters catch basins (drop inlets). The filter "sack" shall be 1. manufactured from woven polypropylene geotextile and sewn by a double-needle machine, using a high strength nylon thread. The sack shall be manufactured to fit the opening of the catch basin or drop inlet and it shall have the following features: two dump straps attached at the bottom to facilitate emptying; lifting loops as an integral part of the system to be used to lift the sack from the basin; and a colored restraint chord approximately halfway up the sack to keep the sides away from the catch basin walls. The colored restraint chord shall also serve as a visual means of indicating when the sack should be emptied.
 - 2. Installation: Install in each catch basin in accordance with the manufacturer's specifications. Use as many of the specified filtration devices as required, at no additional cost to the OWNER.
 - 3. Product: All materials shall be new and unused.
 - "SILTSACK" (regular flow), supplied by ACF Environmental, Inc. (1-800-448a. 3636).
 - b. "FloGuard+PLUS," supplied by Kristar Enterprises, Inc. (1-800-579-8819).
 - Or equivalent. c.
- G. Construction Site Egress Driveways: Minimize the transport of sediment and soil from the construction site or work area by vehicle wheels. Construct a crushed rock driving surface at the vehicle exit point(s). Locate the site egress driveways a minimum of 25 feet from all drainage inlets or pipes. Provide an area large enough to remove the sediment and soil from vehicle wheels before the vehicle leaves the construction site or work area. Provide wash-

down stations as required to wash vehicle tires and retain all washwater on-site. Do not use limerock.

- H. Rock and Stone for Erosion Control and Pollution Control and Treatment:
 - 1. <u>Crushed Limerock:</u> Limerock shall not be used under any circumstance.
 - 2. <u>Acceptable Material:</u> FDOT #4 non-calcareous aggregate, washed and meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction, Section 901.
- I. <u>Hay Bales:</u> Hay bales shall not be used.

PART 3 - EXECUTION

- A. Design, construct, and maintain the pollution control and treatment system to minimize erosion and capture and remove pollutants from the construction site and from all other areas disturbed by construction activities.
- B. Apply polyacrylamide in strict accordance with the polyacrylamide manufacturer/supplier's recommendations and specifications.
- C. <u>REPAIR ALL EROSION DAMAGE</u> At no additional cost to the OWNER and regardless of the state of completion of the Work, immediately clean all dirt and debris from all pipes and drainage structures; and repair all flooding, washouts, and all other erosion damage to the Work. This responsibility shall not end until Final Acceptance of the Work by the OWNER. Included is damage caused by erosion of any kind (e.g. wind, waves, stormwater runoff, hurricanes, etc.) including Acts of God. Restore all erosion damaged areas to design grades and elevations. Also, refer to General Conditions 6.13.B.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 104-2 – PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION - Per Lump Sum

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PERMITTEE'S AFFIDAVIT REGARDING POLLUTION

This sworn statement is submitted to Indian River County for the following project:

66th Ave From 69th St to CR-510/85th Street

STATE OF	
COUNTY OF	
Personally, before me the undersigned authority, appe	eared
	, who upon oath duly administered,
stated as follows:	
1. This sworn statement is submitted by the PERMITTE	EE,
whose business address is	
and (if applicable) its Federal Identification No.(FEI	N) is
2. My name is	and my relationship to the
entity named above is	
(if signing as Owner's Agent, attach Letter of Authorization to Sign from (

- 3. PERMITTEE understands and agrees that in addition to complying with the terms and conditions of the Stormwater Management System Permit issued by Indian River County, Permittee is responsible for complying with the terms and conditions of the following as applicable to the site:
 - (a) State of Florida Generic Permit for Stormwater Discharge From Large and Small Construction Activities (for projects one acre or larger),
 - (b) Stormwater Pollution Prevention Plan (regardless of project size),
 - (c) St. Johns River Water Management District permit(s) (regardless of project size),
 - (d) Florida Department of Environmental Protection permit(s) (regardless of project size),
 - (e) All other permits required for this project not specifically listed herein, and
 - (f) All Codes and Ordinances of Indian River County.
- 4. PERMITTEE understands and agrees that "pollution" as defined by Florida Statutes Chapter 403.031(7) includes: "... the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or manmade or human-induced impairment of air or waters or alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or at levels which are or may be potentially harmful or injurious to human health or

welfare, animal or plant life, or property or which unreasonably interfere with the enjoyment of life or property, including outdoor recreation unless authorized by applicable law."

- 5. PERMITTEE understands and agrees that in addition to the definition set forth in Item 4 above, "pollution" is also defined by Florida Administrative Code 62-302.530 and as may be further defined in the Indian River County permit(s).
- 6. PERMITTEE understands that Indian River County requires the design, installation, and maintenance of proper erosion control measures at all times UNTIL Final Acceptance of the Project by the OWNER.
- 7. PERMITTEE understands that there are civil and criminal penalties for pollution listed in Florida Statutes Ch. 403.141 and Ch. 403.161 and that there are other penalties listed in Indian River County's permits, including but not limited to, Indian River County issuing a Cease and Desist Order for the project. CONTRACTOR understands that it may be liable for these and other penalties if offsite pollution occurs as a result of activities associated with the Project.
- 8. Transfer of Ownership or County Issued Permits:
 - (a) Transfer of Interest in Real Property: Within twenty-one (21) days of any transfer of ownership or control of the real property at which the permitted activity, facility, or system is located or authorized, the Permittee shall notify in writing, both the Indian River County Engineering Division and the Indian River County Stormwater Division of the transfer. Permittee shall provide the name, mailing address, and telephone number of the transferee and a copy of the instrument effectuating the transfer. Said notification is in addition to notifying the County Attorney's Office as required by County Code.
 - (b) Transfer of a County Permit. To transfer a County issued permit, Permittee must provide (1) the information required in Item 8(a); (2) a written statement from the proposed transferee that it will be bound by all terms and conditions of the permit; and (3) a new "Permittee's Affidavit" form properly executed by the transferee. Upon proper receipt of these items the County shall transfer the permit to the transferee.
 - (c) Permittee is encouraged to request a permit transfer prior to the sale or legal transfer of the real property at which a permitted facility, system, or activity is located or authorized. However, the transfer shall not be effective prior to the sale or legal transfer.
 - (d) An "Illicit Discharge Sign" must be present at the site at the time of transfer. Replacement or additional signs may be obtained from the Indian River County Public Works Department at a cost of \$30.00 per sign.

Under penalty of perjury, PERMITTEE declares that it has read the foregoing affidavit and the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT

CONTRACTOR: _____

Authorized Signature: _____

Printed Name: ______

Date: _____

Work Telephone: _____

Mobile Telephone: _____

STATE OF _____

COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of \Box physical presence or \Box 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.

SECTION 110 - CLEARING AND GRUBBING

The work specified in this item shall conform to Section 110 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with the following modifications:

- A. Prior to any clearing and grubbing, the contractor will stake the right-of-way. Unimproved areas shall be cleared of trees, logs, stumps, brush, vegetation, rubbish and other perishable or objectionable matter within limits shown on the plans excepting for certain trees and shrubs shown on the plans or as directed by the Engineer which are to remain undisturbed and protected. Stumps and roots between slope stakes in cuts and in embankments 3 feet or less in depth shall be removed to a depth of 18 inches below subgrade. No stumps, roots, or perishable matter of any description shall remain under concrete slabs or footing, including pavement and sidewalks.
- B. No trees shall be removed or relocated until the Engineer or his representative has marked all trees to be saved, after a review of the project site with the Contractor's representative.
- C. Where the final pavement or structural work will be close to existing trees, the Contractor shall exercise care in the vicinity of the trees. Further, the Contractor shall saw cut along the edge of the outside limits of the stabilization, structure subgrade or sidewalk to a minimum depth of 4 feet below the finish grade and paint with a commercial grade pruning paint the ends of all sawn roots. If directed by the Engineer or where shown on the drawings, work shall be done by hand in order to protect the trees.
- D. The Contractor shall exercise care when working in the vicinity of all trees to remain so as to not damage or remove major root structures. The Contractor shall not pull hair or major root structures. All severed roots shall be sawn clean and paint with pruning paint. Stumps, roots, etc., shall be completely removed and disposed of by the Contractor. Undesirable, dead, and/or damaged trees (as so designated by the Engineer) shall be removed.
- E. All trees to be removed shall be disposed off site; burning will be strictly prohibited.
- F. All trees or shrubs which are to remain shall be preserved and protected by the Contractor. Where the removal of valuable trees or shrubs specifically for transplanting is required, this work shall be done in cooperation with the Owner and at no additional expense to the Owner.
- G. All items to be removed shall be excavated to their full depth. All culverts removed from residential driveway entrances within the right-of-way shall become the property of the respective homeowner. Those homeowners not desiring the culverts may donate them to the County free of charge. (See Paragraph C, Special Provisions) The Contractor shall transport the culverts to the County's storage yard. All metal castings for catch basins, manholes, or other structures shall be carefully removed and stored in the County's Storage Yard if they are deemed salvageable by the Engineer. The excavated materials shall be removed from the job site and disposed in a location designated or approved by the Owner.

Any culverts, structures or any material excavated or removed from the project site under clearing and grubbing deemed unsalvageable by the Engineer shall be disposed of in a legal manner by the Contractor. Where required, suitable material as approved by the Engineer shall then be backfilled and compacted to restore the original contour of the ground. The fill material shall be backfilled and compacted in accordance with Section 120 of these specifications.

- H. No additional payment will be made, nor will additional work, or change orders be authorized for work needed to remove, relocate, protect, or otherwise account for in the construction of the work depicted in the plans, for any feature, or item that would be apparent from a careful inspection of the site and review of the plans, even though such feature or item is not specifically called out in the plans. It is therefore essential the contractor make such inspection and review.
- The unit price bid for this item shall include the cost of all labor, tools, and equipment necessary to excavate, remove, and dispose of those items as directed by the Engineer and where designated on the Drawings. The cost of restoration and backfill and compaction for the specific area of removal shall also be included under this item.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 110-1-1 – CLEARING & GRUBBING – Per Lump Sum Bid Item No. 110-7-1 – MAILBOX F & I – Per Each

SECTION 120 - EXCAVATION AND EMBANKMENT

- A. Earthwork, including earthwork for drives outside the right-of-way limits, shall be paid for as embankment. Cost shall include all work specified in this section and Section 120 of the FDOT Standard Specifications for Road and Bridge Construction. Such price and payment shall specifically include all cost of any roadway, lateral ditch or canal, and final dressing operations.
- B. Earthwork quantities shall be considered as in-place material with no shrinkage or expansion factors.
- C. Subsoil Excavation Any excavation below the proposed bottom elevation of the select fill, isolated swale bottom locations, isolated locations for pipe installations and as approved by the engineer shall be paid for as subsoil excavation. Approximately 2.0 ft of subsoil excavation is required in sublateral canals. Cost of replacement embankment shall be included in cost of subsoil excavation. Contractor shall coordinate with county representative prior to any subsoil excavation.
- D. Embankment General Requirements for Embankment Materials: The following is added after the first paragraph of Subarticle 120-7.2:

Roadway Design Standard Index No. 505, Embankment Utilization Details is modified by the addition of the following:

Any stratum or stockpile or soil which contains obvious pockets of highly organic material may be designated as muck or unsuitable for construction of subgrade by the Owner.

Backfill material containing more than 2.0% by weight of organic material, as determined by FM 1-T 267 and by averaging the test results for three randomly selected samples from each stratum or stockpile of a particular material, shall not be used in construction of the reinforced volume. If an individual test value of the three samples exceeds 3.0%, the stratum or stockpile will not be suitable for construction of the reinforced volume.

No A-8 material permitted in embankment.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 120-1 – REGULAR EXCAVATION- Per Cubic Yard Bid Item No. 120-4 – SUBSOIL EXCAVATION- Per Cubic Yard Bid Item No. 120-6 – EMBANKMENT - Per Cubic Yard

SECTION 160 - STABILIZING

A. Section 160 is modified by the addition of the following:

"The stabilization thickness indicated on plans shall be considered a minimum thickness. Thickness will vary to conform to the lines, and grades shown in the plans." Minimum L.B.R. = 40 - No under-tolerance.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 160-4 – TYPE "B" STABILIZATION- Per Square Yard

SECTION 162 – PREPARED SOIL LAYER

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 162-1-3 – PREPARED SOIL LAYER (SPECIAL DEPTH)- Per Cubic Yard

SECTION 285 - OPTIONAL BASE COURSE

A. Sub Article 285-4 is modified by the addition of the following:

Base material, thickness and requirements are described in the construction plans. Only one type of alternate base material shall be used. No additional payment will be made for base thickness in excess of the specified thickness

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 285-709 - CEMENTED COQUINA (LBR 100) (10") - Per Square Yard

SECTION 286 - TURNOUT CONSTRUCTION

The work specified in this item shall conform to Section 286 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 0286 1 – TURNOUT CONSTRUCTION– Per Square Yard

SECTION 334 - SUPERPAVE ASPHALT CONCRETE

The work specified in this item shall conform to Section 334 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Sub article 334-8.1 through 334-8.3 – Basis of Payment shall be deleted in its entirety. Sub article 334-8.4 – Payment shall be amended as follows:

Item of Payment

Bid Item No. 334-1-13 - SUPERPAVE ASPHALT CONCRETE (SP-12.5) (TRAFFIC C) (2.0") - Per Ton

SECTION 337 - ASPHALT CONCRETE FRICTION COURSES

The work specified in this item shall conform to Section 337 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Sub article 337-12.1 through 337-12.3 – Basis of Payment shall be deleted in its entirety.

Sub article 337-12.4 – Payment shall be amended as follows:

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 337-7-82 – ASPHALTIC CONCRETE FRICTION COURSE (FC-9.5) (TRAFFIC C) (1.0") – Per Ton

SECTION 400 - CONCRETE STRUCTURES

The work specified in this item shall conform to Section 400 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 400-1-2 – CLASS I CONCRETE (ENDWALL)– Per Cubic Yard Bid Item No. 400-2-2 – CLASS II CONCRETE (ENDWALL)– Per Cubic Yard

SECTION 415 - REINFORCING FOR CONCRETE

The work specified in this item shall conform to Section 415 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 415-1-1 - REINFORCING STEEL (ROADWAY) - Per Pound

SECTION 425 - INLETS, MANHOLES, AND JUNCTION BOXES

The work specified in this item shall conform to Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 425-1-351 - INLETS (CURB) (TYPE P-5) (<10') - per Each Bid Item No. 425-1-355 - INLETS (CURB) (TYPE P-5) (PARTIAL) - per Each Bid Item No. 425-1-361 - INLETS (CURB) (TYPE P-6) (<10') - per Each Bid Item No. 425-1-451 - INLETS (CURB) (TYPE J-5) (<10') - per Each Bid Item No. 425-1-452 - INLETS (CURB) (TYPE J-5) (>10') - per Each Bid Item No. 425-1-461 - INLETS (CURB) (TYPE J-6) (<10') - per Each Bid Item No. 425-1-462 - INLETS (CURB) (TYPE J-6) (>10') - per Each Bid Item No. 425-1-462 - INLETS (CURB) (TYPE J-6) (>10') - per Each Bid Item No. 425-1-521 - INLETS (DT BOT) (TYPE C) (<10') - per Each Bid Item No. 425-1-541 - INLETS (DT BOT) (TYPE D) (<10') - per Each Bid Item No. 425-1-559 - INLETS (DT BOT) (TYPE E) (>10') (CONTROL STRUCTURE) - per Each Bid Item No. 425-1-582 - INLETS (DT BOT) (TYPE H, 4-GRATE) (>10') (CONTROL STRUCTURE) - per Each Bid Item No. 425-2-61 - MANHOLES (P-8) (<10') - per Each Bid Item No. 425-2-71 - MANHOLES (J-7) (<10') - per Each Bid Item No. 425-2-72 - MANHOLES (J-7) (<10') - per Each

SECTION 430 - PIPE CULVERTS

The work specified in this item shall conform to Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 430-175-118 -PIPE CULVERT (RCP) (ROUND) (18" SS) – Per Linear Foot PIPE CULVERT (C.A.P.) (ROUND) (18" SS) - Per Linear Foot Bid Item No. 430-175-118A -PIPE CULVERT (P.P.) (ROUND) (18" SS) – Per Linear Foot Bid Item No. 430-175-118B -Bid Item No. 430-175-124 -PIPE CULVERT (RCP) (ROUND) (24" SS) – Per Linear Foot Bid Item No. 430-175-124B -PIPE CULVERT (P.P.) (ROUND) (24" SS) – Per Linear Foot PIPE CULVERT (RCP) (ROUND) (30" SS) – Per Linear Foot Bid Item No. 430-175-130 -PIPE CULVERT (C.A.P.) (ROUND) (30" SS) – Per Linear Foot Bid Item No. 430-175-130A -Bid Item No. 430-175-130B -PIPE CULVERT (P.P.) (ROUND) (30" SS) – Per Linear Foot Bid Item No. 430-175-136 -PIPE CULVERT (RCP) (ROUND) (36" SS) – Per Linear Foot Bid Item No. 430-175-136B -PIPE CULVERT (P.P.) (ROUND) (36" SS) – Per Linear Foot Bid Item No. 430-175-142 -PIPE CULVERT (RCP) (ROUND) (42" SS) – Per Linear Foot Bid Item No. 430-175-142B -PIPE CULVERT (P.P.) (ROUND) (42" SS) – Per Linear Foot Bid Item No. 430-175-160 -PIPE CULVERT (RCP) (ROUND) (60" SS) – Per Linear Foot Bid Item No. 430-175-160A -PIPE CULVERT (C.A.P.) (ROUND) (60" SS) – Per Linear Foot PIPE CULVERT (RCP) (ROUND) (66" SS) – Per Linear Foot Bid Item No. 430-175-166 -PIPE CULVERT (RCP) (ROUND) (72" SS) – Per Linear Foot Bid Item No. 430-175-172 -PIPE CULVERT (ERCP) (38" X 60" SS) - Per Linear Foot Bid Item No. 430-175-248 -MITERED END SECTION (CONC.) (18" CD) (4:1) - Per Each Bid Item No. 430-982-125 -Bid Item No. 430-982-129 -MITERED END SECTION (CONC.) (24" CD) (4:1) – Per Each Bid Item No. 430-984-133 -MITERED END SECTION (CONC.) (30" SD) (2:1) – Per Each

SECTION 520 - CONCRETE GUTTER, CURB ELEMENTS, AND TRAFFIC SEPARATOR

The work specified in this section shall conform to Section 520 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 520-1-10 – CONCRETE CURB & GUTTER (TYPE F) – Per Linear Foot Bid Item No. 520-2-4 – CONCRETE CURB & GUTTER (TYPE F) (MOD.) – Per Linear Foot

SECTION 522 - CONCRETE SIDEWALK AND DRIVEWAYS

The work specified in this item shall conform to Section 522 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 522-2 - CONCRETE SIDEWALK & DRIVEWAY , 6" THICK - Per Square Yard

SECTION 523 - PATTERNED PAVEMENT

The work specified in this item shall conform to Section 523 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 0523 2 - Patterned Pavement, Concrete Non-Vehicular Areas - Per Square Yard

SECTION 527 – DETECTABLE WARNINGS

The work specified in this item shall conform to Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 527-2 – DETECTABLE WARNINGS – Per Square Foot

SECTION 530 - REVETMENT SYSTEMS

The work specified in this item shall conform to Section 530 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 530-3-4 - RIPRAP, RUBBLE (F&I) (DITCH LINING) - Per Ton

SECTION 550 - FENCING

The work specified in this item shall conform to Section 550 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 550-10-222 –	FENCING (TYPE B) (6.0') (WITH VINYL COATING) – Per Linear Foot
Bid Item No. 550-60-225 –	FENCE GATE (TYPE B) (DOUBLE) (24.0' OPENING) – Per Each

SECTION 570 - PERFORMANCE TURF

The work specified in this item shall conform to Section 570 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

- A. Description: Sod for the project shall be of the variety that is common to the area and of a variety approved by the Engineer. This work shall also include mowing, to be mowed at maximum 6" height with a mulching mower.
- B. Work Included: Scope of Work: The work specified in this section consists of the establishing of a stand of grass, within the project, right-of-way, easements, and other areas indicated on the Drawings, by furnishing and placing grass sod. Also included are fertilizing, watering and maintenance as required to assure a healthy stand of grass. Two applications of fertilizer will be required with the initial application being fertilizer and the second application being "weed and feed".
- C. Guarantee: All sodded areas shall be guaranteed for one year after date of final acceptance.

Replacement of Defective Sod: Any dead sod or sod showing (less than 95% of a square) indication of probable non survival or lack of health and vigor, or which do not exhibit the

characteristics to meet specifications, shall be replaced within two weeks of notice from Owner or Engineer. All replacement sod shall be furnished/installed at no additional cost to the Owner and shall be guaranteed for three months. All replacement shall meet original specifications.

The Contractor shall notify the Owner and Engineer ten days prior to the end of the guarantee period and such guarantee shall be extended until notification is received.

At the end of the guarantee period, all sod that is dead or in unsatisfactory growth shall be replaced within two weeks.

- D. Fertilizer: Commercial fertilizers shall comply with the Indian River County Fertilizer Ordinance 2013-012 and Supplement Ordinance 2013-014 (see Appendix B).
- E. Water for Grassing: Contractor shall provide the water used in the sodding operations as necessary to meet the requirements of Article 570-3.6.
- F. Preparation of Ground: The area over which the sod is to be placed shall be scarified or loosened to a depth and then raked smooth and free from debris. Where the soil is sufficiently loose and clean, the Owner, at his discretion, may authorize the elimination of ground preparation.
- G. Application of Fertilizer: Before applying fertilizer, the soil pH shall be brought to a range of 6.0 7.0.

Contractor shall apply two (2) applications. The initial shall be fertilizer and the second application shall be "weed and feed".

The fertilizer shall be spread uniformly over the sodded area at the rate of 436 pounds per acre, or 10 pounds per 1,000 square feet, by a spreading device capable of uniformly distributing the material at the specified rate.

Contractor shall apply applications as per manufacturer's specification. All tickets from bags shall be handed over to the County Inspector.

On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand and raked in and thoroughly mixed with the soil to a depth of approximately 2 inches.

H. Placing Sod: The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered so as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6 inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

Where sodding is placed abutting paved shoulder, the contractor is to ensure that the finished sod elevation is $1\frac{1}{2}$ " below paved shoulder.

On slopes greater than 3:1, the Contractor shall prevent the sod from sliding by means of wooden pegs driven through the sod blocks into firm earth, at suitable intervals.

Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

Sod shall be placed around all structures, equipment pads, etc.

- I. Watering: The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Engineer, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2 weeks. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance, whichever is latest).
- J. Maintenance: The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include repairing of any damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily.

Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense.

The Contractor shall maintain the sodded area up to the final acceptance date as directed by the Engineer. Grass height shall not exceed 6" without mowing. Clippings shall be removed from sidewalk.

K. Article 570-9. The first two paragraphs under this Article are deleted and the following is added:

The contract unit price for performance turf shall include the costs of sod, fertilizer (2 applications), sidewalk sweeping after mowing, mowing, pegging disposal of clippings, water, tools, equipment, labor and all other incidentals necessary.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 570-1-2A – PERFORMANCE TURF (SOD) (BAHIA) - Per Square Yard Bid Item No. 570-1-2B – PERFORMANCE TURF (SOD) (ST AUGUSTINE 'FLORATAM')- Per Square Yard

SECTION 580 - LANDSCAPE AND IRRIGATION

The work specified in this item shall be performed per the landscaping and irrigation plans.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 580-1-1 – LANDSCAPE (SMALL PLANTS)– Lump Sum Bid Item No. 580-1-2 – LANDSCAPE (LARGE PLANTS)– Lump Sum Bid Item No. 580-12-10 – FLORA-MULCH (3" DEPTH) – Cubic Yard

SECTION 590 - IRRIGATION

The work specified in this item shall be performed per the irrigation plans.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 590-70 – IRRIGATION COMPLETE – Lump Sum

SECTION 630 - CONDUIT

The work specified in this item shall conform to Section 630 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 630-2-11A CONDUIT (OPEN TRENCH) (F&I) (2")– Per Linear Foot Bid Item No. 630-2-11C CONDUIT (SIGNAL) (F & I) (OPEN TRENCH)– Per Linear Foot Bid Item No. 630-2-12 CONDUIT (SIGNAL) (F & I) (DIRECTIONAL BORE) - Per Linear Foot

SECTION 632 - SIGNAL CABLE

The work specified in this item shall conform to Section 632 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 632-7-1 – CABLE (SIGNAL) (F & I) – Per Intersection Bid Item No. 632-7-6 – SIGNAL CABLE (REMOVE - INTERSECTION) – Per Intersection

SECTION 635 – PULL, SPLICE AND JUNCTION BOXES

The work specified in this item shall conform to Section 635 of the Florida Department of

Division 2 – Technical Provisions - 01025-26

Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 635-2-12 - PULL AND SPLICE BOX (F&I) (17"X30") (PULL BOX) – Per Each Bid Item No. 635-2-13 - PULL AND SPLICE BOX (F&I) (30"X48") (SLACK BOX) – Per Each Bid Item No. 635-1-11 - PULL BOX (F & I) (TRAFFIC SIGNAL) – Per Each

SECTION 639 – ELECTRICAL POWER SERVICE ASSEMBLIES

The work specified in this item shall conform to Section 639 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 639-1-610	– ELECTRICAL POWER SERVICE (REMOVE - OVERHEAD)– Per Assembly
Bid Item No. 639-1-111	– ELECTRICAL POWER SERVICE (SIGNAL) (ABOVE GROUND) (METER
	PURCHASED BY CONTRACTOR)– Per Assembly
Bid Item No. 639-2-1	– ELECTRICAL SERVICE WIRE (F & I)– Per Lump Sum
Bid Item No. 639-3-11	– ELECTRICAL SERVICE DISCONNECT (F & I) (POLE MOUNTED) – Per
	Each

SECTION 641 - PRESTRESSED CONCRETE POLES

The work specified in this item shall conform to Section 641 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 641-2-12 - PRESTRESSED CONC. POLE (F & I) (TYPE P-II SERVICE POLE) – Per Each Bid Item No. 641-2-80 - PRESTRESSED CONC. POLE (COMPLETE POLE REMOVAL) – Per Each

SECTION 646 - ALUMINUM POLES, PEDESTALS, AND POSTS

The work specified in this item shall conform to Section 646 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 646-1-11 – ALUMINUM SIGNALS POLE (PEDESTAL) – Per Each Bid Item No. 646-1-40 – ALUMINUM SIGNALS POLE (REMOVE) – Per Each

SECTION 649 - GALVANIZED STEEL POLES, MAST ARMS AND MONOTUBE ASSEMBLIES

The work specified in this item shall conform to Section 649 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 649-31-107 – MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/
LUMINAIRE) (ARM LENGTH 46')– Per Each
Bid Item No. 649-31-108 – MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/
LUMINAIRE) (ARM LENGTH 60')– Per Each
Bid Item No. 649-31-109 – MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/
LUMINAIRE) (ARM LENGTH 70.5')– Per Each

SECTION 650 - VEHICULAR TRAFFIC SIGNAL ASSEMBLIES

The work specified in this item shall conform to Section 650 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 650-1-14 –	TRAFFIC SIGNAL (F & I) (POLYCARBONATE) (3-SECTION) (1-WAY)– Per Assembly
Bid Item No. 650-1-16 –	TRAFFIC SIGNAL (F & I) (POLYCABONATE) (4-SECTION) (1-WAY)– Per Assembly
Bid Item No. 650-1-18 –	TRAFFIC SIGNAL (F & I) (POLYCABONATE) (5-SECTION) (1-WAY) (STRAIGHT) – Per Assembly

SECTION 653 - PEDESTRIAN SIGNAL ASSEMBLIES

The work specified in this item shall conform to Section 653 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 653-1-11 – PEDESTRIAN SIGNAL (F & I) (LED-COUNTDOWN) (1-WAY) – Per Assembly

SECTION 660 - VEHICLE DETECTION SYSTEM

The work specified in this item shall conform to Section 660 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 660-4-11 – VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (CABINET EQUIPMENT) – Per Each Bid Item No. 660-4-12 – VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (ABOVE GROUND EQUIPMENT) – Per Each

SECTION 665 - PEDESTRIAN DETECTION SYSTEM

The work specified in this item shall conform to Section 665 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 665-1-11 – PEDESTRIAN DETECTOR (F & I) (STANDARD) – Per Assembly

SECTION 670 - TRAFFIC CONTROLLER ASSEMBLIES

The work specified in this item shall conform to Section 670 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 670-5-111 – TRAFFIC CONTROLLER ASSEMBLY (F & I) (NEMA) (TYPE 5) (ONE PREEMPTION PLAN) - Per Assembly Bid Item No. 670-5-600 – TRAFFIC CONTROLLER ASSEMBLY (REMOVE CONTROLLER WITH CABINET) - Per Assembly

SECTION 682 - VIDEO EQUIPMENT

Division 2 – Technical Provisions - 01025-29

The work specified in this item shall conform to Section 682 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 682-1-133 - ITS CCTV (F &I) (DOME ENCLOSURE - NON-PRESSURIZED) (IP) (HD) - Per Each

SECTION 684 - NETWORK DEVICES

The work specified in this item shall conform to Section 684 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 684-1-1- MANAGED FIELD ETHERNET SWITCH (F & I)- Per Each

SECTION 685 - TRAFFIC CONTROL SYSTEM AUXILIARIES

The work specified in this item shall conform to Section 685 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 685-1-14 – UNINTERRUPTIBLE POWER SUPPLY (F & I) (LINE INTERACTIVE) – Per Each

SECTION 700 - HIGHWAY SIGNING

- A. Signing for traffic control shall conform to the requirements of the Standard Specifications, Manual on Uniform Traffic Control Devices, Supplemental Specifications, Roadway and Traffic Design Standards, manufacturer's specifications.
- B. Traffic Signs: All existing signs which are the property of the Owner shall be transported to the Indian River County Road and Bridge Maintenance Yard by the Contractor during construction if they are within the construction limits. Care shall be exercised by the Contractor during removal, storage and relocation so as not to damage the signs. If any damage occurs, as determined by the Owner's Engineer or Resident Construction Inspector, the sign shall be replaced by the Contractor with no compensation.

Item of Payment

Payment shall be made under:

Bid Item No. 700-1-11 – SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF) - Per Assembly Bid Item No. 700-1-12 – SINGLE POST SIGN (FURNISH & INSTALL) (12-20 SF) - Per Assembly Bid Item No. 700-2-12 – MULTI-POST SIGN (FUNISHED & INSTALLED) (12-20 SF) - Per Assembly Bid Item No. 700-3-201 – SIGN PANEL (F & I) (OVERHEAD MOUNT, <12 SF) - Per Each Bid Item No. 700-5-22 – INTERNALLY ILLUMINATED SIGN (F & I) (OVERHEAD MOUNT, <12 SF) – Per Each

SECTION 706 - RAISED PAVEMENT MARKERS AND BITUMINOUS ADHESIVE

The work specified in this item shall conform to Section 706 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

A. All reflective pavement markers shall be 4" x 4".

Item of Payment

Payment shall be made under:

Bid Item No. 706-3 – RETRO-REFLECTIVE PAVEMENT MARKERS - Per Each

SECTION 711 - THERMOPLASTIC PAVEMENT MARKINGS

The work specified in this item shall conform to Section 711 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 711-11-121	THERMOPLASTIC, STD, WHITE, SOLID, 6" Per Linear Foot
Bid Item No. 711-11-122	THERMOPLASTIC, STD, WHITE, SOLID, 8" Per Linear Foot
Bid Item No. 711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12" Per Linear Foot
Bid Item No. 711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18" Per Linear Foot
Bid Item No. 711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24" Per Linear Foot
Bid Item No. 711-11-131	THERMOPLASTIC, STD, WHITE, SKIP (10'-30'), 6" Per Linear Foot
	THERMOPLASTIC, STD, WHITE, SKIP (2'-4' / 6'-10'), 6" Per Linear Foot
Bid Item No. 711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE Per Each
Bid Item No. 711-11-170	THERMOPLASTIC, STD, WHITE, ARROW Per Each
Bid Item No. 711-11-221	THERMOPLASTIC, STD, YELLOW, SOLID 6" Per Linear Foot
Bid Item No. 711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID 18" Per Linear Foot

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Bid Item No. 711-11-241 THERMOPLASTIC, STD, YELLOW, SKIP (2'-4' / 6'-10'), 6" Per Linear Foot

SECTION 715 – HIGHWAY LIGHTING SYSTEM

The work specified in this item shall conform to Section 715 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 715-1-11 - LIGHTING CONDUCTORS (F & I) (INSULATED, No. 10 OR <) - Per Linear Foot

SECTION 999 - RECORDS/AS-BUILTS

GENERAL

Maintain, prepare and provide the ENGINEER with record documents as specified below, except where otherwise specified or modified within the scope of work provided in the specific project contract documents. The Contractor and/or Developer shall be responsible for, and required to provide, Record Drawings as outlined in this section.

MAINTENANCE OF RECORD DOCUMENTS:

- Maintain in CONTRACTOR's field office in clean, dry, legible condition complete sets of the following project documents: Drawings, Specifications, Addenda, approved Shop Drawings, samples, photographs, Change Orders, other modifications of Contract Documents, test records, survey data, Field Orders, and all other documents pertinent to CONTRACTOR'S Work.
- 2. Provide files and racks for proper storage and easy access.
- 3. Make documents available at all times for inspection by ENGINEER and OWNER.
- 4. Do not use record documents for any other purpose and do not remove them from the field office.
- 5. Label each document "RECORD DRAWING" in 2-inch high printed letters.
- 6. Keep record documents current at all times.
- 7. <u>No work shall be permanently concealed until the required record data has been</u> <u>obtained.</u>

RECORD / AS-BUILT DRAWINGS

- A. During the construction operation, the CONTRACTOR shall maintain records of all deviations from the approved Project Plans and Specifications and shall prepare therefrom "RECORD" drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was actually constructed.
- B. The Record/As-Built survey shall be performed and subsequent plans prepared by a Professional Surveyor and Mapper, registered in the state of Florida and certified to the standards set forth in Chapter 472, Florida Statutes and Chapter 5J-17.050 Florida Administrative Code (Florida Minimum Technical Standards).
- C. Field measurements of vertical or horizontal dimensions of constructed improvements shall be obtained so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans. Clearly shown by symbols, notations, or delineations, those constructed improvements located by the survey.
- D. All vertical information (elevations) provided on the Record Drawings shall be referenced to the North American Vertical Datum of 1988 (NAVD 88) unless otherwise specified by the Project Engineer.
- E. The horizontal information provided on the Record Drawings shall be referenced to the State of Florida, State Plane Coordinate System, Florida East Zone as established by Global Positioning System (GPS) which meets or exceeds Third Order Class I Accuracy Standards according to current publication of the Federal Geodetic Control Committee (FGCC) procedures.
- F. All Record/As-Built drawings shall be prepared in digital format (ACAD Civil 3D 2013) and shall utilize the digital design drawings as prepared by the Project Engineer as a base for the <u>Record/As-Built drawings</u>. It is the responsibility of the Surveyor to request these files from the Contractor or Project Owner in order to produce the Record/As-Built drawing set.
- G. ALL improvements proposed to be constructed as shown on the approved construction plans shall be field measured upon completion and shown on the Record/As-Built survey. Any improvements that appear in both plan and profile views shall show the Record/As-Built information in both views.
- H. The following items are required to be shown on all Indian River County project Record/As-Built drawings submitted to the County:

DRAINAGE:

- 1. Right-of-way Swale/Drainage All culvert inverts, elevations and station offsets; inlet grate and bottom elevations; swale beginning and end bottom elevations; and highs and lows along top of bank. Size of swale.
- 2. Pipe Culvert/PVC Sleeves All inverts, pipe size, stations and offsets.

- 3. Outfalls All pipe inverts, pipe size, elevations and station offsets, weir box elevations, weir elevation, bleeder elevation and sizes.
- 4. Roadway/Off Site Drainage All inverts, elevations and station offsets; manhole top elevation; grate top elevations.
- 5. Retention Ponds Provide perimeter elevations, grade breaks, depths and calculated pond areas at control elevation and grade breaks above and below water surface. Show as-built of typical cross section as shown on design plan.

ROADWAY:

- 1. Stations and offsets related to controlling baseline and elevations of all structures, side street and major driveway radius returns (edge of pavement), bends and/or change in direction of roadway alignment, minimum of 1000' intervals along roadway alignment.
- Elevations along Profile Grade Line (PGL), of all edge of pavements on each side of Profile Grade Line (PGL), at medians at the high/low and PVI points along Profile Grade Line (PGL).
- 3. All final Elevations to be plotted on PGL <u>AND</u> Plan & Profile sheets as applicable.
- 4. Elevations of edge of pavement and flow line at curb inlets and on the adjacent edge of pavement at curb inlets.

WATER, FORCE, AND RECLAIMED WATER MAINS:

- 1. Show size and type of material used to construct mains.
- 2. Show horizontal location and elevation of all tees, crosses, bends, terminal ends, valves, fire hydrants, air release valves, and sampling points, etc., by distances from known reference points.
- 3. Show location, size and type of material of all sleeves and casing pipes.
- 4. Elevation and horizontal location of all storm sewers, gravity sewers including laterals, force mains, water mains, etc. which are crossed; including clearance dimension at all conflicts or crossings.
- 5. Top of pipe elevation and horizontal location of all water and force main stub-outs.
- 6. Horizontal location of all services at the property lines.
- 7. Horizontal and vertical location of pipe including size of all mains and ground elevation shall be obtained at one-hundred (100) foot intervals. Contractor shall place temporary PVC stand pipes (tell-tales) at each of the one-hundred (100) foot intervals and at all fittings and conflicts/crossings to facilitate the record drawing survey. The tell-tale pipes shall be constructed of 2-inch PVC pipe, shall be placed on the top of the pipes to be surveyed, and shall be removed by the Contractor after completion of the field survey by the "As-Built" Professional Surveyor.
- 8. Location of fire lines.
- 9. Dedicated easement locations, identified by O.R. Book and Page Number.

GRAVITY SEWER:

- 1. Manholes: Elevation of top rim, bottom elevation and invert of each influent and effluent line.
- 2. Show distance between manholes center-to-center and horizontal location by baseline station and offset.
- 3. Show material size and type used to construct sewer mains.
- 4. Show length (center of manhole to end of stub) distances from known reference points or baseline offsets, and elevation of stub-outs.
- 5. Show which services have twenty (20) foot length of DIP at water main crossings.
- 6. Show station and offset location of sanitary services' at property line. Particular care in dimensioning needed in special situations, i.e., cul-de-sacs and locations where services are not perpendicular to wye.
- 7. Show invert elevation of sanitary service at property line.
- 8. Any and all necessary dedicated easement locations, identified by O.R. Book and Page Number.

PUMP / LIFT STATION:

Record Drawings shall show elevations for the top and bottom and diameter of wet well along with invert of effluent line. Record Drawings should also indicate the make, model number, horsepower, impeller and condition point of pumps selected and installed, shape of wet well, location of control panel, location of pump out connection, float level settings, any deviation from the plans, and serial number(s) of the pump(s).

SURVEY CONTROL

- 1. <u>Install/re-establish</u>: It shall be the contractor's responsibility to hire a Professional Surveyor and Mapper as defined per Chapter 472, Florida Statutes, to replace any horizontal and vertical control shown on the engineering plans that was destroyed during construction.
- New roadway alignment control points (survey baseline or controlling line and all points as indicated on the plans or control sheet) upon final roadway completion. Include all intersections and side streets. State plane coordinates and elevations for all control points.
- 3. If shown on plans or not: Any Public Land Corner or Governmental Survey Control point(s),vertical control (bench marks), property corners destroyed and/or disturbed during the scope of the project shall be properly re-established as per standards as set forth within Florida Statutes, Administrative code and Minimum Technical Standards for that type of survey. All said surveying mentioned above shall be performed under the direct supervision of a registered Professional Surveyor and Mapper in the state of Florida and certified accordingly. Said Governmental agency(s) shall be notified in writing of disturbance and re-establishments.

RECORD/AS-BUILTS DRAWINGS FORMAT - SUBMITTAL

- A. ENGINEER will supply the CONTRACTOR with the electronic file of the approved construction plans for the input of the As-Built (record) information.
- B. CONTRACTOR shall deliver seven (7) certified sets of Record/As-Builts with Electronic Drawing files prepared in AutoCAD Civil 3D 2013 AND PDF format or in current version as agreed by the ENGINEER.
- C. CONTRACTOR's surveyor shall review, sign and seal As-Builts or Record drawing(s). Said drawing(s) shall clearly state type of survey, positional tolerances, adhere and be certified to by a registered Professional Surveyor and Mapper in the state of Florida, any standards set forth by Florida Statutes, Administrative code and Minimum Technical Standards for As-Built/Record surveys.
- D. All Record/As-Built drawings are subject to review and approval by County Surveyor.

ACCURACY

The CONTRACTOR will be held responsible for the accuracy and completeness of Record Drawings and Electronic As-Builts and shall bear any costs incurred in finding utilities as a result of incorrect data furnished by the CONTRACTOR.

COMPLETION OF WORK

Upon Substantial Completion of the Work, deliver Record Drawings/As-Built Drawings to ENGINEER. Final payment will not be made until satisfactory record documents are received and approved by ENGINEER.

AERIAL PHOTOGRAPH

The CONTRACTOR shall provide aerial photographs of the project every 30 days during construction. The photographs shall be done in a manner to show the construction progress for the <u>entire length</u> of the project. The photographs can be angled and not prepared to a particular scale, however, must be detailed enough to identify the work in detail.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 999-1 – RECORD DRAWINGS – Per Lump Sum

Board of Professional Surveyors and Mappers Record As-Built Survey Checklist

Lic. Name ______Date: ______

Project Name:66th Ave From 69th St to CR-510/85th StreetProject No.:IRC-1505B

Chapter 61G17-6 Minimum Technical Standards F.A.C.

61G17-6.003 General Survey, Map, and Report Content Requirements

- (1) REGULATORY OBJECTIVE: The public must be able to rely on the accuracy of measurements and maps produced by a surveyor and mapper. In meeting this objective, surveyors and mappers must achieve the following minimum standards of accuracy, completeness, and quality:
- **(a)** Accuracy of survey measurements based on the type of survey and expected use.
- (b) Measurements made in accordance with the United States standard, feet or meters.
- (c) Records of measurements maintained for each survey (check field notes.)
- **(d)** Measurement and computation records dated.
- (e) Measurement and computation records substantiate the survey map.
- (f) Measurement and computation records support accuracy statement (closure calculations or redundant measurements, if applicable.)

(2) Other More Stringent Requirements:

(a) Met more stringent requirements set by federal, state, or local governmental agencies.

(3) Other Standards and/or Requirements that Apply to All Surveys, Maps, and/or Survey Products:

 (a) REGULATORY OBJECTIVE: In order to avoid misuse of a survey and map, the surveyor and mapper must adequately communicate the survey results to the public through a map, report, or report with an attached map.

(b) Survey map or report identified the responsible surveyor and mapper and contain standard content. In meeting this objective, surveyors and mappers must meet the following minimum standards of accuracy, completeness, and quality:

(c) Type survey stated on map and report:

As-Built Survey	Construction Layout Survey
Boundary Survey	Control Survey
Condominium Survey	Hydrographic Survey
Mean High Water Line Survey	Specific or Special Purpose Survey
Quantity Survey	Topographic Survey

Record Survey

- (d) Name, certificate of authorization number, and street and mailing address of the business entity on the map and report.
- (e) Name and license number of the surveyor and mapper in responsible charge.
- (f) Name, license number, and street and mailing address of a surveyor and mapper practicing independent of any business entity on the map and report.
- **(g)** Survey date (date of data acquisition.)
- (h) Revision date for any graphic revisions (when survey date does not change.)
- (i) Map and report statement "Survey map and report or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper."
- (j) Insurance statement in ¼" high letters "The survey depicted here is not covered by professional liability insurance" if there is no professional liability insurance.
- (k) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- (I) All computed data or plotted features shown on survey maps supported by accurate survey measurements unless clearly stated otherwise.
- (m) Bearings, distances, coordinates, and elevations shown on a survey map shall be substantiated by survey measurements unless clearly stated otherwise.
- (n) Bearing reference (well established and monumented line)
- (o) A designated "north arrow"
- (p) Stated scale or graphic scale
- (q) Abbreviations in legend or notes.
- (r) Special conditions and any necessary deviation from the standards noted upon the map or report.
- (s) Responsibility for all mapped features stated on the map or report
- (t) Map or report clearly states the individual primarily responsible for the map or report when mapped features have been integrated with others.

(u) Map Accuracy.

(1) Vertical Feature Accuracy:

- (a) Vertical Control: Field-measured control for elevation information shown upon survey maps or reports shall be based on a level loop or closure to a second benchmark.
- (b) Closure in feet must be accurate to a standard of plus or minus .05 ft. times the square root of the distance in miles.
- (c) All surveys and maps or reports with elevation data shall indicate the datum and a description of the benchmark(s) upon which the survey is based.
- (d) Minor elevation data may be obtained on an assumed datum provided the base elevation of the datum is obviously different than the established datum.

(2) Horizontal Feature Accuracy:

- (a) Horizontal Control: All surveys and maps or reports expressing or displaying features in a publicly published coordinate system shall indicate the coordinate datum and a description of the control points upon which the survey is based.
- (b) Minor coordinate data may be obtained and used on an assumed datum provided the numerical basis of the datum is obviously different than a publicly published datum.
- (c) The accuracy of control survey data shall be verified by redundant measurements or traverse closures. All control measurements shall achieve the following closures:

Commercial/High Risk Linear: 1 foot in 10,000 feet;

Suburban: Linear: 1 foot in 7,500 feet;

Rural: Linear: 1 foot in 5,000 feet;

- (d) When statistical procedures are used to calculate survey accuracies, the maximum acceptable positional tolerance, based on the 95% confidence level, should meet the same equivalent relative distance standards as set forth in 61G17- 6.003(3)(p)(2.)(c) F.A.C.
- (e) Intended Display Scale: All maps or reports of surveys produced and delivered with digital coordinate files must contain a statement to the effect of: "This map is intended to be displayed at a scale of 1/__ or smaller".

61G17-6.004 Specific Survey, Map, and Report Requirements

(1) As-Built/Record Survey:

- (a) Obtained field measurements of vertical or horizontal dimensions of constructed improvements so that the constructed facility can be delineated in such a way that the location of the construction may be compared with the construction plans.
- (b) Clearly shows by symbols, notations, or delineations, those constructed improvements located by the survey.
- **(c)** All maps prepared shall meet applicable minimum technical standards.
- (d) Vertical and horizontal accuracy of the measurements made shall be such that it may be determined whether the improvements were constructed consistent with planned locations.

(END OF SECTION)

APPENDIX A

PERMITS

Indian River Farms Water Control District Permit No. xxx

St. Johns River Water Management District Permit No. xxx

(Statute requires us to list all entities with permitting authority in the project area, but if no permits are required, please list the following entities that have permitting authority in the project area: for example - IRC, COVB, SJRWMD, IRFWCD, FDEP)

APPENDIX B

INDIAN RIVER COUNTY FERTILIZER ORDINANCES

Appendix B-IRC Fertilizer Ordinances

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE CODE OF INDIAN RIVER COUNTY TO ESTABLISH A NEW CHAPTER 316, ENTITLED "FERTILIZER AND LANDSCAPE MANAGEMENT;" ADOPTING THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S MODEL ORDINANCE FOR FLORIDA-FRIENDLY USE OF FERTILIZER ON URBAN LANDSCAPES, WITH MODIFICATIONS; MAKING FINDINGS AND PROVIDING FOR SEVERABILITY. **CODIFICATION**; DIRECTING COUNTY ATTORNEY'S OFFICE TO POST SUMMARY ON COUNTY WEBSITE, AND AN EFFECTIVE DATE.

WHEREAS, as a result of impairment to Indian River County's surface waters caused by excessive nutrients, or, as a result of increasing levels of nitrogen in the surface and/or ground water within the aquifers or canals within the boundaries of Indian River County, the Board of County Commissioners has determined that the use of fertilizers on lands within Indian River County creates a risk of contributing to adverse effects on surface and/or ground water; and

WHEREAS, in order to address this risk, the Board of County Commissioners has determined that it is not only critical to adopt the Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Use of Fertilizer on Urban Landscapes, but that as part of Indian River County's science-based, and economically and technically feasible, comprehensive program to address nonpoint sources of nutrient pollution, additional and more stringent standards are necessary in order to adequately address urban fertilizer contributions to nonpoint source nutrient loading to the surface and/or ground water of Indian River County; and

WHEREAS, this ordinance regulates the proper use of fertilizers by any applicator; requires proper training of Commercial Fertilizer Applicators and Institutional Fertilizer Applicators; establishes training and licensing requirements; establishes a Prohibited Application Period; and specifies allowable fertilizer application rates and methods, fertilizer-free zones, low maintenance zones, and exemptions. The ordinance requires the use of Best Management Practices which provide specific management guidelines to minimize negative secondary and cumulative environmental effects associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on Indian River County's natural and constructed stormwater conveyances, rivers, creeks, canals, lakes, estuaries and other water bodies. Collectively, these water bodies are an asset critical to the environmental, recreational, cultural and economic well-being of Indian River County residents and the health of the public. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, THAT:

Section 1. Enactment Authority.

Article VIII, §1 of the Florida Constitution and Chapter 125, Florida Statutes vest broad home rule powers in counties to enact ordinances, not inconsistent with general or special law, for the purpose of promoting the public health, safety and welfare of the residents of the county. The Board specifically determines that the enactment of this ordinance is consistent with general or special law, and is necessary and appropriate to promote the health, safety and welfare of the residents of the residents of Indian River County.

Section 2. Findings.

The Board finds that the above "Whereas" clauses are true and correct, and hereby incorporates such clauses as findings of the Board.

Section 3. Adoption of Chapter 316 of the Code of Indian River County (the "Code").

Chapter 316 of the Code is hereby adopted, as follows (new language is indicated by underline):

Section 316.1. Title.

This chapter shall be known as the "Indian River County Fertilizer and Landscape Management Ordinance."

Section 316.2. Definitions.

For the purposes of this chapter, the following terms shall have the following meanings:

"Administrator" shall mean the County Administrator, or an administrative official of the County designated by the County Administrator to administer and enforce the provisions of this chapter.

"Application" or "apply" shall mean the actual physical deposit of fertilizer to turf or landscape plants.

"Applicator" shall mean any Person who applies fertilizer on turf and/or landscape plants in Indian River County.

"Board" shall mean the Indian River County Board of County Commissioners.

"Best Management Practices" shall mean turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective

and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

"Chapter 85-427" shall mean The Indian River County Environmental Control Act, Chapter 85-427, Special Acts, Laws of Florida.

"Code Enforcement Officer shall mean any designated employee or agent of Indian River County whose duty it is to enforce codes and ordinances enacted by Indian River County.

"Commercial Fertilizer Applicator," except as provided in §482.1562(9), Florida Statutes, shall mean any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicator.

"Code" shall mean The Code of Indian River County.

"Environmental Control Officer" shall mean the Indian River County Environmental Control Officer appointed by the Board pursuant to Chapter 85-427, and Chapter 303 (Part I) of this Code, and his or her designees.

"Fertilize," "fertilizing," or *"fertilization"* shall mean the act of applying fertilizer to turf, specialized turf, or landscape plants.

"Fertilizer" shall mean any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.

"Heavy rain" shall mean rainfall greater than two inches in a 24 hour period.

"Institutional Fertilizer Applicator" shall mean any person, other than a private, non-commercial applicator or a Commercial Fertilizer Applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional Fertilizer Applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.

"Landscape plant" shall mean any native or exotic tree, shrub, or groundcover (excluding turf).

"Low maintenance zone" shall mean an area a minimum of ten feet wide adjacent to water courses which is planted and managed in order to minimize the need for fertilization, watering, mowing, etc.

"Person" shall mean any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

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"Restricted Season" shall mean June 1 through September 30.

"Saturated soil" shall mean a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this chapter, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

"Slow Release Nitrogen" shall mean nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product.

"Turf," "sod," or "lawn" shall mean a piece of grass-covered soil held together by the roots of the grass.

"Urban landscape" shall mean pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in §570.02, Florida Statutes.

Section 316.3. Timing of fertilizer application.

No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the Restricted Season, to saturated soils, or during a period in which a Flood Watch or Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning is in effect for any portion of Indian River County, issued by the National Weather Service, or if heavy rain is likely.

Section 316.4. Fertilizer-free zones.

Fertilizer shall not be applied within ten feet of any pond, stream, watercourse, lake, canal, or wetland as defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) or from the top of a seawall. If more stringent Indian River County Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. Newly planted turf and/or landscape plants may be fertilized in this zone only for a 60-day period beginning thirty days after planting if needed to allow the plants to become well established. Caution shall be used to prevent nutrients from being directly deposited into the water.

Section 316.5. Low maintenance zones.

A voluntary ten foot low maintenance zone is strongly recommended, but not mandated, from any pond, stream, water course, lake, wetland or from the top of a seawall. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent Indian River County Code regulations apply, this provision

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does not relieve the requirement to adhere to the more stringent regulations. Notwithstanding the voluntary nature of the above sentences, no mowed or cut vegetative material may be deposited or left remaining in this zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in this zone.

Section 316.6. Fertilizer content and application rates.

(a) No fertilizer containing phosphorous shall be applied to turf or landscape plants in Indian River County unless a soil or plant tissue deficiency is verified by a University of Florida, Institute of Food and Agriculture Sciences, approved testing methodology. In the case that a deficiency has been verified, the application of a fertilizer containing phosphorous shall be in accordance with the rates and directions for the Central Region of Florida as provided by Rule 5E-1.003(2), Florida Administrative Code. Deficiency verification shall be no more than 2 years old. However, recent application of compost, manure, or top soil shall warrant more recent testing to verify current deficiencies.

(b) The nitrogen content of fertilizer applied to turf or landscape plants within Indian River County shall contain at least 50% slow release nitrogen per guaranteed analysis label.

(c) Fertilizers applied to an urban lawn or turf within Indian River County shall be applied in accordance with requirements and directions set forth on the label or tag for packaged fertilizer products, or in the printed information accompanying the delivery of bulk fertilizer products, as provided by Rule 5E-1.003(2), Florida Administrative Code, *Labeling Requirements For Urban Turf Fertilizers*. All packaged and bulk fertilizer products sold in Indian River County shall be sold in packages with labels or tags, or, if sold in bulk, be accompanied by printed information, which complies with the requirements of Rule 5E-1.003(2), Florida Administrative Code,

(d) Fertilizer containing nitrogen or phosphorus shall not be applied before seeding or sodding a site, and shall not be applied for the first 30 days after seeding or sodding, except when hydroseeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.), or in accordance with the Stormwater Pollution Prevention Plan for that site.

Section 316.7. Application practices.

(a) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands.

(b) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.

(c) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.

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(d) Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site, or returned to the original or other appropriate container.

(e) In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

Section 316.8. Management of grass clippings and vegetative materials.

In no case shall grass clippings, vegetative material, and/or vegetative debris be washed, swept, or blown off into stormwater drains, ditches, conveyances, water bodies, wetlands, or sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

Section 316.9. Exemptions.

The provisions set forth above in this chapter shall not apply to:

(a) bona fide farm operations as defined in the Florida Right to Farm Act, § 823.14, Florida Statutes;

(b) other properties not subject to or covered under the Florida Right to Farm Act that have pastures used for grazing livestock;

(c) any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.;

(d) golf courses when landscaping is performed within the provisions of the Florida Department of Environmental Protection document, "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses", these provisions shall be followed when applying fertilizer to golf course practice and play areas:

(e) athletic fields at public parks and school facilities that apply the concepts and principles embodied in the Florida Green BMPs, while maintaining the health and function of their specialized turf areas:

(f) vegetable gardens owned by individual property owners or a community, and trees grown for their edible fruit.

Section 316.10. Training.

(a) Within the time period set forth in section 316.12 of this Chapter, all Commercial Fertilizer Applicators and Institutional Fertilizer Applicators within Indian River County shall abide by and successfully complete the six-hour training program in the "Florida-friendly Best

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Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program, or an approved equivalent.

(b) Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida Institute of Food and Agriculture Sciences *Florida Yards and* Neighborhoods program when applying fertilizers.

Section 316.11. General education program.

The Public Works Department shall have an employee who shall address issues pertaining to this Chapter. This employee shall implement a program to inform the general public of the requirements of this chapter, which program shall include, among other things, informative postings on the County website, printing and distributing informative brochures and other print materials, and speaking engagements at community associations, civic organizations, etc. The program shall also include, to the extent practicable, use of any materials from the Be Floridian program and coordination and collaboration with University of Florida Institute of Food and Agriculture Sciences educational activities. Any claimed or alleged deficiency in the County's general education program shall not constitute a defense to any action brought to enforce the provisions of this chapter.

Section 316.12. Licensing of commercial fertilizer applicators.

(a) No later than December 31, 2013, all Commercial Fertilizer Applicators within Indian River County, shall abide by and successfully complete training and continuing education requirements in the "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries," offered by the Florida Department of Environmental Protection through the University of Florida Institute of Food and Agriculture Sciences "Florida-friendly Landscapes" program, or an approved equivalent program, prior to obtaining an Indian River County Local Business Tax Certificate for any category of occupation which may apply any fertilizer to turf and/or landscape plants. Commercial Fertilizer Applicators shall provide proof of completion of the program to the Indian River County Tax Collector's Office within 180 days of the effective date of this ordinance.

(b) After December 31, 2013, all Commercial Fertilizer Applicators within Indian River County shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.

(c) All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, golf courses, commercial properties, and multi-family and condominium properties) must ensure that at least one employee has a "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certificate prior to the business owner obtaining a Local Business Tax Certificate. Owners for any category of

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occupation which may apply any fertilizer to turf and/or landscape plants shall provide proof of completion of the program to the Indian River County Tax Collector's Office.

Section 316.13. Enforcement.

This chapter may be enforced by the Code Enforcement Officer in the Public Works Department who is devoted to issues pertaining to this Chapter, pursuant to Chapter 162, Florida Statutes, and §103.07 of this Code. In addition, this chapter may be enforced by the Environmental Control Officer pursuant to Chapter 85-427, Special Acts, Laws of Florida, and §303.14 of this Code. Penalties and remedies for violations shall be as set forth in §100.05 of this Code, and, to the extent applicable, Chapter 85-427, Special Acts, Laws of Florida. Funds generated by penalties imposed under this section shall be used by Indian River County for the administration and enforcement of §403.9337, Florida Statutes, and the corresponding sections of this chapter, and to further water conservation and nonpoint pollution prevention activities.

Section 316.14. References to state law.

Any references in this chapter to Florida Statutes, rules or regulations shall refer to such statutes, rules or regulations, as amended from time to time.

Section 316.15. Applicability.

This chapter shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the area of Indian River County, unless such applicator is specifically exempted; provided, however, that this chapter shall not apply within the limits of any municipality which has adopted an ordinance regulating the same subject matter. This chapter shall be prospective only, and shall not impair any existing contracts.

Section 4. Severability.

If any part of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall not be affected by such holding and shall remain in full force and effect.

Section 5. Codification.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made part of the Indian River County Code, and that the sections of this ordinance may be renumbered or re-lettered and the word ordinance may be changed to section, article or such other appropriate word or phrase in order to accomplish such intention.

Section 6. Directing County Attorney's Office to Post Summary on County Website.

The County Attorney's Office is directed to post a summary of this ordinance on the County's website within 15 days of the filing of this ordinance with the Florida Department of State.

Section 7. Effective Date.

This ordinance shall become effective 45 days after the filing of the ordinance with the Florida Department of State.

This ordinance was advertised in the Vero Beach Press Journal, on the 8th day of July, 2013, for a public hearing to be held on the 18th day of July, 2013, and on the 10th day of August, 2013 for an additional public hearing to be held on the 20th day of August, 2013, at which time it was moved for adoption by Commissioner Solari, seconded by Commissioner O'Bryan, and adopted by the following vote:

Chairman Joseph E. Flescher	AYE
Vice Chairman Wesley S. Davis	AYE
Commissioner Peter D. O'Bryan	AYE
Commissioner Bob Solari	AYE
Commissioner Tim Zorc	AYE

The Chairman thereupon declared the ordinance duly passed and adopted this <u>20th</u> day of August, 2013.

BOARD OF COUNTY COMMISSIONERS INDIAN RIVER COUNTY, FLORIDA Jøseph É. Flescher, Chairman Jeffrey R. Smith, Clerk of Co ATTEST: Approved as to form and legal sufficiency: and Comptroller By: Deputy Clerk Dylan-Reingold, County Attorney

EFFECTIVE DATE: This ordinance was filed with the Florida Department of State on the _____ day of ______, 2013.

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA CONCERNING THE FERTILIZER LANDSCAPE MANAGEMENT AND -ORDINANCE, AMENDING SECTION 316.6 (FERTILIZER CONTENT AND APPLICATION RATES) AND SECTION 316.15 (APPLICABILITY) OF CHAPTER 316 (INDIAN RIVER COUNTY FERTILIZER AND LANDSCAPE MANAGEMENT ORDINANCE) OF THE CODE OF INDIAN RIVER COUNTY TO ALLOW FOR THE GRADUAL AMORTIZATION OF THE SUPPLY OF CERTAIN NITROGEN CONTAINING FERTILIZER AND APPLYING CHAPTER 316 TO UNINCORPORATED INDIAN RIVER COUNTY, AND MAKING FINDINGS AND PROVIDING FOR SEVERABILITY, **CODIFICATION: AND AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners adopted an ordinance regulating the proper use of fertilizers in order to protect the water quality of Indian River County's natural and constructed stormwater conveyances, rivers, creeks, canals, lakes, estuaries and other water bodies; and

WHEREAS, the new fertilizer regulations require that the nitrogen content of fertilizer applied to turf or landscape plants within Indian River County shall contain at least 50% slow release nitrogen per guaranteed analysis label; and

WHEREAS, the new fertilizer regulations go into effect on October 14, 2013; and

WHEREAS, in order to provide adequate time for the supply of fertilizer containing nitrogen that does not comply with these regulations to be eliminated, it is necessary to provide additional time for retailers to eliminate those supplies that meet at least a minimum threshold of slow release nitrogen,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, THAT:

Section 1. Enactment Authority.

Article VIII, §1 of the Florida Constitution and Chapter 125, Florida Statutes vest broad home rule powers in counties to enact ordinances, not inconsistent with general or special law, for the purpose of promoting the public health, safety and welfare of the residents of the county. The Board specifically determines that the enactment of this ordinance is consistent with general or special law, and is necessary and appropriate to promote the health, safety and welfare of the residents of Indian River County.

Section 2. Findings.

The Board finds that the above "Whereas" clauses are true and correct, and hereby incorporates such clauses as findings of the Board.

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Section 3. Amendment of Section 316.6 (Fertilizer content and application rates) of Chapter 316 (Indian River County Fertilizer and Landscape Management Ordinance) of the Code of Indian River County (the "Code").

Section 316.6 (Fertilizer content and application rates) of Chapter 316 (Indian River County Fertilizer and Landscape Management Ordinance) of the Code is hereby amended as follows:

Section 316.6. Fertilizer content and application rates.

(b) <u>As of the effective date of this chapter, the The nitrogen content of fertilizer applied to turf or</u> landscape plants within Indian River County shall contain at least <u>2550%</u> slow release nitrogen per guaranteed analysis label. <u>As of June 1, 2014, the nitrogen content of fertilizer applied to</u> <u>turf or landscape plants within Indian River County shall contain at least 50% slow release</u> <u>nitrogen per guaranteed analysis label.</u>

Section 4. Amendment of Section 316.15 (Applicability) of Chapter 316 (Indian River County Fertilizer and Landscape Management Ordinance) of the Code of Indian River County (the "Code").

Section 316.15 (Applicability) of Chapter 316 (Indian River County Fertilizer and Landscape Management Ordinance) of the Code is hereby amended as follows:

Section 316.15. Applicability.

This chapter shall be applicable to and shall regulate any and all applicators of fertilizer and areas of application of fertilizer within the unincorporated area of Indian River County, unless such applicator is specifically exempted; provided, however, that this chapter shall not apply within the limits of any municipality which has adopted an ordinance regulating the same subject matter. This chapter shall be prospective only, and shall not impair any existing contracts.

Section 5. Severability.

If any part of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall not be affected by such holding and shall remain in full force and effect.

Section 6. Codification.

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall become and be made part of the Indian River County Code, and that the sections of this ordinance may be renumbered or re-lettered and the word ordinance may be changed to section, article or such other appropriate word or phrase in order to accomplish such intention.

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Section 7. Effective Date.

This ordinance shall become effective upon filing with the Florida Department of State.

This ordinance was advertised in the Vero Beach Press Journal, on the <u>16th</u> day of <u>September</u>, 2013, for a public hearing to be held on the <u>1st</u> day of <u>October</u>, 2013, at which time it was moved for adoption by Commissioner <u>Solari</u>, seconded by Commissioner <u>O'Bryan</u>, and adopted by the following vote:

Chairman Joseph E. Flescher	Aye
Vice Chairman Wesley S. Davis	Aye
Commissioner Peter D. O'Bryan	Aye
Commissioner Bob Solari	Aye
Commissioner Tim Zorc	Ауе

The Chairman thereupon declared the ordinance duly passed and adopted this <u>lst</u> day of October, 2013.



BOARD OF COUNTY COMMISSIONERS

By: Joseph E. Flescher, Chairman

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: _______ Deputy Clerk Approved as to form and legal sufficiency:

Bylan Reingold, County Attorney

EFFECTIVE DATE: This ordinance was filed with the Florida Department of State on the _____ day of ______, 2013.

APPENDIX C

INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION

SPECIAL CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION

Appendix C-IRCTED Special Conditions for Right-of-Way Construction



INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION SPECIAL CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION

SPECIAL CONDITIONS:

- All work performed under this permit shall be in accordance with the Florida Department of Transportation Design Standards (<u>https://www.fdot.gov/design/standardplans/current/default.shtm</u>), Indices 102-600 and the Manual on Uniform Traffic Control Devices.
- 2. All special conditions listed are in addition to the attached Indian River County Traffic Engineering Regulations for Maintenance of Traffic.
- 3. It shall be the contractor's responsibility to contact Sunshine State One Call System (1-800-432-4770) at least 72 hours in advance of commencing construction work to coordinate traffic control and obtain locations of underground traffic signal conduit for the County's Computerized Traffic Signal Coordination System.
- 4. The contractor shall be responsible for using the applicable Traffic Control Plan for the type of work being performed. All job supervisors shall have a copy of the control plan on site at all times and shall be familiar with the correct set-up of the plan.
- 5. At least one lane of traffic shall be maintained at all times. One-lane traffic shall be controlled with at least two (2) flagmen. Flagmen shall use STOP/SLOW paddles at all times. Flags shall not be used for one-lane traffic control.
- 6. After proper notification to Traffic Engineering, consideration will be given to the contractor to close roadways to through traffic on a daily basis during daylight hours on narrow roadways where maintaining one-lane traffic would be difficult. The roadway shall be open to traffic at the end of each work day and on weekends. It shall be the contractor's responsibility to provide all necessary construction signs and traffic control devices to close the road and provide a detour route in accordance with Indian River County standards. Signing shall be installed that clearly indicates the time periods the road is closed to traffic.
- 7. There shall be no construction work after dark.
- 8. All open excavations shall be back filled before the close of each work day.
- 9. A compacted roadway shall be provided at the end of each work day. Disrupted roadways shall be clearly marked as a construction area.
- 10. Refer to the attached Traffic Engineering Regulations for construction work on Indian River County roadways for maintenance of traffic inspection policy and procedure
- 11. All construction equipment, materials, etc. shall be stored outside of the clear zone. Equipment and construction materials that are stored within the clear zone shall be clearly marked with Type II barricades with flashing yellow lights.
- 12. All projects and work within Indian River County right-of-way shall have an approved Traffic Control Plan (TCP). All work shall be executed under the established TCP and Indian River County approved procedures. The TCP shall provide the proposed detour route, traffic control devices, and other pertinent information for the proposed project and shall be submitted for review and approval by the Public Works Department.

The TCP shall be prepared by personnel with a minimum of an Intermediate Maintenance of Traffic current certification in the State of Florida. (Denote on the TCP, certification number and name of the certified personnel that prepared the MOT plan.)

For full road closures, a TCP is required to be submitted by the contractor a minimum of two (2) weeks prior to the proposed road closure.

All traffic control devices shall be in accordance with the Florida Department of Transportation (FDOT) Design Standards, Indices 102-600, FY 2019-2020, and the Manual on Uniform Traffic Control Devices, 2009 Edition.

13. For full road closures, Portable Changeable Message Signs are required to pre-advertise the roadway closure, a minimum of seven (7) days in advance of the road closure and during the duration of the road closure. The use of Portable Changeable Message Signs for lane closures on thoroughfare plan roadways will be required. Messages are to be approved by the Public Works Department and shown on the TCP.

TRAFFIC ENGINEERING REGULATIONS

Maintenance and Protection of Traffic:

It shall be the responsibility of the contractor to provide for the maintenance and protection of traffic in accordance with the applicable indices in the most current edition of the Florida Department of Transportation Roadway and Traffic Design Standards and the Federal Highway Administration Manual on Uniform Traffic Control Devices. The indices shall be considered the minimum standards and a

Special Conditions for Right of Way Construction Page 2

more extensive work zone set-up or modifications may be required by the County Public Work Director or his designee for the protection of personnel in the work area as well as the traveling public.

It shall be the responsibility of the contractor to ensure that all subcontractors are in full compliance with all traffic control regulations. It shall be the responsibility of the contractor working on County roadways or within Right-of-Ways to establish maintenance of traffic prior to any work being performed. The contractor shall frequently monitor the work zone set-up to ensure that all signing is properly placed and that warning signs remain at the proper advance posting distance from the work area. Any signs that do not apply to the work zone shall be removed or covered. The contractor shall remove the work zone set-up at the conclusion of the work.

Traffic Engineering shall be notified a minimum of seventy-two (72) hours in advance of any lane closings and ten (10) days in advance of any road closures.

Lane closures are restricted to outside the normal peak hours of traffic, lane closures shall occur during the hours of 9:00 AM to 4:00 PM unless otherwise approved by the Public Works Director or his designee.

Traffic Engineering staff shall inspect the Maintenance of Traffic prior to construction commencement to ensure compliance with the approved Traffic Control Plan.

It is the policy of the Traffic Engineering Division to randomly monitor the contractor's compliance with all regulations while working on County roadways and within right-of-ways. Matters of public safety shall be attended to immediately upon notification by the County Public Work Director or his designee.

If the contractor is found to be negligent in maintaining proper work zone set-up in accordance with the County's Right-of-Way ordinance (Chapter 312), the County Public Work Director or his designee shall impose penalties in the amount of \$250.00 for working without the proper traffic control.

Construction at or Near Signalized Intersections:

The contractor shall have full responsibility for any work performed at or near any traffic signals in Indian River County. The contractor shall request that the County locate buried interconnect conduit and cable, loop sensors, and pull boxes prior to commencing construction. Any damage to the interconnect conduit, loop sensors, and pull boxes or any other traffic signal equipment shall be repaired at the contractor's expense. It shall be the responsibility of the contractor to notify Traffic Engineering Division a minimum of 72 hours prior to any work being performed near a signalized intersection or flashing beacon.

Once the proper notification and locate procedures are satisfied, the contractor working in or near signalized intersections or around traffic signal poles, signal cabinets, or flashing beacons shall be advised of the following regulations:

- 1. No excavation shall be performed within a 15-foot radius of any traffic signal pole. If excavation is necessary within a 15-foot radius, it will be the contractors responsibility to provide the following:
 - a. In a manner approved by the County Public Works Director or his designee, the contractor shall provide constant support of the traffic signal pole to prevent movement during excavation and backfill operations.
 - b. Compaction around the excavation site to a 98% density, bringing the backfill up in 1 foot lifts.
 - c. Density reports from a licensed testing company provided to the County Public Works Director.
 - d. Restore the traffic signal and all support equipment to original condition or better.
- 2. There shall be no pavement cuts made within 500 feet of a signal or flashing beacon without contacting Indian River County Traffic Engineering Division at (772-226-1547), 72 hours prior to construction.
- 3. Any traffic signal, loop sensors, conduit, interconnect cable, or any support equipment damaged by a contractor shall be repaired/replaced at the contractor's expense.
- 4. Any contractor that works at or in the vicinity of a signalized intersection shall have full responsibility for any liability incurred by causing damage to signal equipment that results in the failure of the traffic signal functions. If such a failure occurs, the contractor shall notify the police and the Traffic Engineering Division immediately at (772-226-1547).

APPENDIX D

Subsurface Soil Exploration and Geotechnical Engineering Evaluation

Appendix D- Subsurface Soil Exploration and Geotechnical Engineering Evaluation

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

ROADWAY CONTRACT PLANS

66TH A VENUE FROM 69TH STREET TO SR-510/85TH STREET

INDIAN RIVER COUNTY PROJECT No. IRC-1505B FDOT FPID No. 436379-2-51-01

INDEX OF	PLANS
SHEET NO.	SHEET DESCRIPTION
LD-I	KEY SHEET
LD-2 - LD-3	LANDSCAPE SPECS AND NOTES
LD-4	IRRIGATION SPECS AND NOTES
LD-5 - LD-7	66th AVENUE SUMMARY OF QUANTITIES
LD-8 - LD-9	OMITTED
LD-10 - LD-24	66th AVENUE LANDSCAPE PLANS
LD-25	66th AVENUE LANDSCAPE DETAILS
LD-26 - LD-40	66th AVENUE IRRIGATION PLANS
LD-41	66th AVENUE IRRIGATION DETAILS

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LANDSCAPE / IRRIGATION CONTRACT PLAN

PREPARED FOR



Department of Public Works

RICHARD B. SZPYRKA P.E., DIRECTOR

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, "DESIGN STANDARDS" DATED JANUARY 2016, AND "STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2016, AS AMENDED BY CONTRACT DOCUMENTS.

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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL PLANTING AREAS OF THIS CONTRACT UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

PROTECTION OF EXISTING STRUCTURES Β. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, AND OTHER ITEMS OF CONSTRUCTION AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THIS CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR THE CONTRACTOR STALL BE RESPONSIBLE FOR ALL ON AD INTRUCED DUING OF DAMAGE TO TREES AND SHRUBS EXISTING C OTHERWISE, CAUSED BY CARELESS OPERATION OF COUPMENT, STOCKPILING OF MATERIALS, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP—LINE OR THE SPILLING OF OIL, GASQUINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP—LINE. NO MATERIALS SHALL BE BURNED WHERE THE HEAT WILL DAMAGE ANY PLANT. TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PER CENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

SAMPLES OF MATERIALS AS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON APPROVAL OF SAMPLES, DELIVERY OF MATERIALS MAY BEGIN

MATERIALS	SAMPLES
MULCH	ONE (1) CUBIC FOOT
TOPSOIL	ONE (1) CUBIC YARD ONE (1) OF EACH VARIETY
PLANTS	ONE (1) OF EACH VARIETY

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I AND II. LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER AND II, LATEST EDITION POBLISHED BY THE FLORIDA DEPARTMENT OF AGRICOLTORE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN STATUME CHAPTER AND ADDIVIDUAL CHAPTER OF CONTACT ADDIVIDUAL DATION OF MALTER AND ADDIVIDUAL DATIONAL CHAPTER OF CONTACT ADDIVIDUAL DATION OF MALTER AND ADDIVIDUAL DATIONAL CHAPTER OF CONTACT ADDIVIDUAL DATION OF MALTER AND ADDIVIDUAL DATIONAL OF AND ADDIVIDUAL DATIONAL DATIONA SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE OWNER

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY: SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROCRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. TOPSOIL AND SAND

TOPSOIL FOR USE IN PREPARING SOIL FOR BACKFILLING PLANT PITS SHALL BE THIRTY PERCENT (30%) MUCK AND SEVENTY PERCENT (70%) SAND AND BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER, WITHOUT MIXTURE OF SUBSOIL MATERIALS, AND OBTAINED FROM A WELL-DRAINED, ARABLE SITE. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND SHALL BE FREE FROM HEAVY CLAY, COARSE SAND, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, OR NOXIOUS WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. PH RANGE SHALL BE 5.0 TO 7.0 INCLUSIVE.

SAND SHALL BE COARSE, CLEAN, WELL DRAINING NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER

TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ONSITE UNLESS DETERMINED TO BE UNSUITABLE AT WHICH POINT THE CONTRACTOR SHALL CONTACT LANDSCAPE ARCHTITECT TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE GROWTH OF PLANTS AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SUCH SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER

G. COMMERCIAL FERTILIZER

COMMERCIAL FERTILIZER SHALL BE A COMPLETE FORMULA; IT SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED CONTAINERS, EACH BEARING THE MANUFACTURER'S GUARANTEED STATEMENT OF ANALYSIS

FIFTY PERCENT (50%) OF THE NITROGEN SHALL BE DERIVED FROM NATURAL ORGANIC SOURCES. THE FOLLOWING FERTILIZERS SHALL BE USED AND APPLIED AT RATES AS SUGGESTED BY MANUFACTURER'S SPECIFICATIONS:

- 1. SHRUBS AND TREES MILORGANITE, OR APPROVED EQUAL
- 2. ANNUALS AND GROUNDCOVERS OSMOCOTE/SIERRA BLEND 14-14-14
- 3. SOD 8-8-8 FERTILIZER

IN ADDITION TO SURFACE APPLIED FERTILIZERS, ALL CONTAINER GROWN AND FIELD GROWN PLANT MATERIAL SHALL RECEIVE "AGRIFORM" PLANTING TABLETS 24-10-5 FORMULA, 21 GRAM OR EQUAL. THESE TABLETS SHALL BE PLACED AT A DEPTH OF ROOT BALL AT THE RATE AS SPECIFIED BY MANUFACTURER.

H. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF 3 INCHES. SEE PLANT LIST FOR TYPE OF MATERIAL (E.G. "FLORA-MULCH," EUCALYPTUS MULCH, OR PINE STRAW) AND GRADE.

DIGGING AND HANDLING

1. PROTECT ROOTS OR BALLS OF PLANTS AT ALL TIMES FROM SUN AND DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT BREAKAGE AND DRYING OUT DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. THE ROOTS SHALL NOT BE CUT WITHIN THE MINIMUM SPREAD SPECIFIED IN THE PLANT LIST. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT IN MOVING AND PRIOR TO PLANTING

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND ANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE DONE USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THECONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS

3. PLANT ROOTS BOUND IN CONTAINERS SHALL NOT BE ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE OWNER AND LANDSCAPE ARCHITECT.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED ON THE PLANT LIST SCHEDULE. THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STAMDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACRICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE BIDDERS TAKE OFF AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSIONS OF BIDS. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE NOTED

2. THE LANDSCAPE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE. 3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED TO ALLOW FREE FLOW OF SURFACE WATER. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS

O. PLANTING PROCEDURES

CONTRACTOR

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER LINES, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES.

3. SUBGRADE EXCAVATION: SITE CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". SITE CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY SITE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED. LANDSCAPE CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.

OR GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPEMATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. PLANTS SHALL BE PROTECTED UPON ARRIVAL AT THE SITE BY BEING THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS SHALL NOT REMAIN UNPROTECTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE THE PLANTING WITH THE IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION ITEMS AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL AS SPECIFIED HEREINBEFORE (SECTION E). TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATIÓN IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS. UTILIZE PLANTING DETAIL THAT ADDRESSES THIS CONDITION. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURE AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

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Indian River County			SIONS	REVI		
	DESCRIPTION	BY	DATE	SCRIPTION	l	_
MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960 666th A VENUE FROM 69th STREET						
(772) 794-4100 CA Number: LC-C000219 TO SR-510/856h STREET						
						_

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN UP WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH. HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT OR OWNER. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY

LANDSCAPE SPECS AND NOTES

SHEET NO.

LD-2

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS. IN ADDITION, EACH PLANTING PIT SHALL RECEIVE 21-GRAM "AGRIFORM" PLANTING TABLETS PER MANUFACTURER'S SPECIFICATIONS OR AS FOLLOWS:

- TWO (2) TABLETS PER 1 GAL. PLANT
- THREÈ (3) TABLETS PER 3 GAL. PLANT _
- FOUR (4) TABLETS PER 10 GAL. PLANT
- LARGER MATERIAL TWO (2) TABLETS PER 1/2" OF TRUNK CALIPER

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AND AT SUCH A LEVEL THAT AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED AND THOROUGHLY TAMPED AROUND THE BALL AND SHALL BE SETTLED BY WATER AFTER TAMPING.

11. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

12. PRUNING: EACH TREE SHALL BE PRUNED TO PRESERVE THE NATURAL CHARACTER OF THE PLANT AS SHOWN ON THE DRAWINGS. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT.

13. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. TILL INTO TOP 4" THE PLANTING SOIL MIX AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

14. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE LANDSCAPE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE LANDSCAPE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTICY THE LANDSCAPE ARCHITECT IN WRITING OF THEIR INTENTIONS AND AGREE TO HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT ANY TREES FALL DOWN AND DAMAGE PERSON OR PROPERTY.

15. MULCHING: PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER AND VINE BED AND TREE PIT.

16. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER.

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE WHOLE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT OF ROLLING SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BEREGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH THAT IS UP TO THE REQUIRED GRADE.

3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. APPLY FERTILIZER AT RATE OF TWENTY (20) POUNDS PER ONE THOUSAND (1000) SQUARE FEET. APPLICATION SHALL BE UNIFORM, UTILIZING APPROVED MECHANICAL SPREADERS. MIX FERTILIZER THOROUGHLY WITH THE SOIL TO A DEPTH OF THREE (3) INCHES. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS. ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A FOUR INCH MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND AS APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN.

D. DURING DELIVERY, PRIOR TO AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

5. LAWN MAINTENANCE:

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

B. WATER EVERY DAY FOR TEN (10) SUCCESSIVE DAYS, THEN WATER THREE (3) TIMES PER WEEK (AT EVEN INTERVALS) FOR TWO (2) ADDITIONAL WEEKS. ALL WATERING SHALL BE OF SUFFICIENT QUANTITY TO WET OR RESTORE WATER TO DEPTH OF FOUR (4) INCHES.

Q. CLEAN-UP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

1. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST PER MONTH BASIS.

T. GUARANTEE

1. THE LIFE AND SATISFACTORY CONDITION OF ALL 15 GALLON AND LARGER PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM OF 90 CALENDAR DAYS, COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE LANDSCAPE ARCHITECT OR OWNER.

3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE GUARANTEE PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING". AT NO ADDITIONAL COST TO THE OWNER.

REVI	SIONS			INDIAN RIVER COUNTY	
DESCRIPTION	DATE BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS	
			MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	666h AVENUE FROM 696h STREET	
			(772) 794-4100 CA Number: LC-C0002/9	TO SR-510/85th STREET	

4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTH PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

U. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE GUARANTEE PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR GUARANTEE (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

> SHEET NO.

LANDSCAPE SPECS AND NOTES

K:\VRB Roadway\4703504I\Cadd\Phase || Construction Plans\ andscape\ D-3 | ANDSCAP

GENERAL IRRIGATION SPECIFICATIONS AND NOTES

A. EXTENT:

INCLUDES FURNISHING ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PROPER INSTALLATION OF THE IRRIGATION SYSTEM. THE WORK INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING: (1) TRENCHING AND BACKFILL, (2) AUTOMATICALLY CONTROLLED IRRIGATION SYSTEM, (3) TEST ALL SYSTEMS AND MAKE OPERATIVE, (4) "AS-BUILT" DRAWINGS.

B. GENERAL:

1. PERMITS AND FEES: OBTAIN ALL PERMITS AND PAY REQUIRED FEES TO ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER THE WORK. INSPECTIONS REQUIRED BY LOCAL ORDINANCES DURING THE COURSE OF CONSTRUCTION SHALL BE ARRANGED AS REQUIRED. ON COMPLETION OF THE WORK, SATISFACTORY EVIDENCE SHALL BE FURNISHED TO THE OWNER'S CONSTRUCTION REPRESENTATIVE TO SHOW THAT ALL WORK HAS BEEN INSTALLED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE - PLUMBING / APPENDIX 'F' AND CODE REQUIREMENTS.

2. APPROVAL: WHEREVER THE TERMS "APPROVE" OR "APPROVED" ARE USED IN THE SPECIFICATIONS, THEY SHALL MEAN THE APPROVAL OF THE OWBER'S CONSTRUCTION REPRESENTATIVE IN WRITING.

3. BEFORE ANY WORK IS STARTED, A CONFERENCE SHALL BE HELD BETWEEN THE CONTRACTOR AND THE OWNER'S CONSTRUCTION REPRESENTATIVE CONCERNING THE WORK UNDER THIS CONTRACT.

4. COORDINATION: COORDINATE AND COOPERATE WITH OTHER CONTRACTORS TO ENABLE THE WORK TO PROCEED AS RAPIDLY AND EFFICIENTLY AS POSSIBLE

5. INSPECTION OF SITE:

A. CONTRACTOR SHALL ACQUIANT HIMSELF WITH ALL SITE CONDITIONS. SUBMISSION OF HIS PROPOSAL SHALL BE CONSIDERED EVIDENCE THAT THE EXAMINATION HAS BEEN CONDUCTED. SHOULD UTILITIES NOT SHOWN ON THE PLANS BE FOUND DURING EXCAVATIONS, CONTRACTOR SHALL PROMPTLY NOTIFY THE OWNER'S CONSTRUCTION REPRESENTATIVE FOR INSTUCTIONS AS TO FURTHER ACTION. FAILURE TO DO SO WILL MAKE CONTRACTOR LIABLE FOR ANY AND ALL DAMAGE THERETO ARISING FROM HIS OPERATIONS SUBSEQUENT TO DISCOVERY OF SUCH UTILITIES NOT SHOWN IN PLANS.

B. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS IN THE LAYOUT AS MAY BE REQUIRED TO CONNECT TO EXISTING STUBOUTS, SHOULD SUCH STUBS NOT BE LOCATED EXACTLY AS SHOWN, AND AS MAY BE REQUIRED TO WORK AROUND EXISTING WORK AT NO INCREASE IN COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.

6. PROTECTION OF EXISTING PLANTS AND SITE CONDITIONS: THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT SITE CONDITIONS TO REMAIN. SHOULD DAMAGE BE INCURRED, THE CONTRACTOR SHALL REPAIR THE DAMAGE TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.

7. THE OWNER RESERVES THE RIGHT TO SUBSTITUTE, ADD, OR DELETE ANY MATERIAL OR WORK AS THE WORK PROGRESSES. ADJUSTMENTS TO THE CONTRACT PRICE SHALL BE NEGOTIATED IF DEEMED NECESSARY BY THE OWNER ON A PER DIEM BASIS.

8. THE OWNER RESERVES THE RIGHT TO REJECT MATERIAL OR WORK WHICH DOES NOT CONFORM TO THE CONTRACT DOCUMENTS. REJECTED WORK SHALL BE REMOVED OR CORRECTED AT THE EARLIEST TIME POSSIBLE.

9. WORK SCHEDULE: WITHIN 10 DAYS AFTER AWARD OF THE CONTRACT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A WORK SCHEDULE.

10. "AS-BUILT" IRRIGATION DRAWINGS: PREPARE AN "AS-BUILT" DRAWING ON A BLUEPRINT WHICH SHALL SHOW DEVIATIONS FROM THE BID DOCUMENTS MADE DURING CONSTRUCTION AFFECTING THE MAIN LINE PIPE, CONTOLLER LOCATIONS, REMOTE CONTROL VALVES AND QUICK COUPLING VALVES. THE DRAWINGS SHALL ALSO INDICATE AND SHOW APPROVED SUBSTITUTIONS OF SIZE, MATERIAL AND MANUFACTURERS NAME AND CATALOG NAME AND CATALOG NUMBER. THE DRAWINGS SHALL BE DELIVERED TO THE TENANT'S CONSTRUCTION REPRESENTATIVE BEFORE FINAL ACCEPTANCE OF WORK

11. FINAL ACCEPTANCE: FINAL ACCEPTANCE OF THE WORK MAY BE OBTAINED FROM THE OWNER'S CONSTRUCTION REPRESENTATIVE UPON THE SATISFACTORY COMPLETION OF ALL

12. GUARANTEE: ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF ACCEPTANCE AGAINST ALL DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP. GUARANTEE SHALL ALSO COVER REPAIR OF DAMAGE TO ANY PART OF THE PREMISES RESULTING FROM LEAKS OR OTHER DEFECTS IN MATERIAL, EQUIPMENT AND WORKMANSHIP TO THE SATISFACTORY OF THE TENANT'S CONSTRUCTION REPRESENTATIVE. REPAIRS, IF REQUIRED, SHALL BE DONE PROMPTLY AT NO COST TO THE OWNER

MATERIALS:

1. GENERAL: ALL MATERIALS THROUGHOUT THE SYSTEM SHALL BE NEW AND IN PERFECT CONDITION.

2. PLASTIC PIPING: ALL MAIN LINES AND LATERAL LINES SHALL BE CLASS 200 O-RING POLYVINYL CHLORIDE (PVC) PIPE AND SHALL COMPLY WITH ONE OF THE FOLLOWING STANDARDS: ASTM D 1785, ASTM D-2241, AWWA C-900, OR AWWA C-905, SDR-PR PIPE SHALL HAVE A MINIMUM WALL THICKNESS AS REQUIRED BY SDR-26. PVC GASKETS FITTINGS SHALL CONFORMING TO ASTM D 3139. GASKETS SHALL CONFORM TO ASTM F 477. SOLVENT-WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. THREADED PVC PIPE FIRINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2464. CONFORMING TO ASTM D-1784 AND D-2241

REVISIONS										
		DESCRIPTION		DATE	BY	DESCRIPTION				

PLASTIC FITTINGS: ALL SOLVENT-WELD PVC FITTINGS SHALL MEET THE REQUIREMENTS OF SCHEDULE 40 AS SET FORTH IN ASTM D 2466. SCHEDULE 40 SOLVENT-WELD, POLYVINYL CHLORIDE (PVC) STANDARD WEIGHT AS MANUFACTURED BY SLOANE, LASCO, OR APPROVED EQUAL

4. SOLVENT CEMENT: PVC CEMENT SHALL MEET ASTM D 2564 AND PVC CLEANER-TYPE SHALL MEET ASTM F 656.

5. SPRINKLER HEAD RISERS: SCHEDULE 40 PVC FOR RISERS. PIPE SHALL BE CUT WITH A STANDARD PIPE CUTTING TOOL WITH SHARP CUTTERS. REAM ONLY TO FULL DIAMETER OF PIPE AND CLEAN ALL ROUGH EDGES OR BURRS. CUT ALL THREADS ACCURATELY WITH SHARP DIES. NOT MORE THAN THREE(3) FULL THREADS SHALL SHOW BEYOND FITTINGS WHEN PIPE IS MADE UP. ASSEMBLIES SHALL BE AS DETAILED.

6. AUTOMATIC CONTROLLERS: SEE LEGEND

7. REMOTE CONTROL VALVES: SEE LEGEND

8. CONTROL WIRING: 24 VOLT SOLID UL APPROVED FOR DIRECT BURIAL IN GROUND. MINIMUM WIRE SIZE: 14 GUAGE. ALL SPLICES SHALL BE MADE WITHIN VALVE BOX.

9. SLEEVES FOR CONTROL WIRING: UNDER ALL WALKS AND PAVED AREAS AND WHERE INDICATED ON DRAWINGS. MINIMUM PVC 1220-200 PSI PLASTIC PIPE. 10. SPRINKLER HEADS: SEE LEGEND

11. QUICK COUPLING VALVES: SHALL BE NOTED ON DRAWINGS.

WORKMANSHIP: D.

1. LAY OUT WORK AS ACCURATELY AS POSSIBLE TO THE DRAWINGS. THE DRAWINGS. THOUGH CAREFULLY DRAWN, ARE GENERALLY DIAGRAMMATIC TO THE EXTENT THAT SWING JOINTS, OFFSETS, AND ALL FITTINGS ARE NOT SHOWN.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL AND COMPLETE COVERAGE OF ALL IRRIGATED AREAS AND SHALL MAKE ANY NECESSARY MINOR ADJUSTMENTS AT NO ADDITIONAL COST TO THE OWNER'S CONSTRUCTION REPRESENTATIVE.

3. ANY MAJOR REVISIONS TO THE IRRIGATION SYSTEM MUST BE SUBMITTED AND ANSWERED IN WRITTEN FORM, ALONG WITH ANY CHANGE IN CONTRACT PRICE.

E. INSTALLATION:

1. EXCAVATION AND TRENCHING:

PERFORM ALL EXCAVATIONS AS REQUIRED FOR THE INSTALLATION OF THE WORK INCLUDING UNDER THIS SECTION, INCLUDING SHORING OF EARTH BANKS TO PREVENT CAVE-INS. RESTORE ALL SURFACES, EXISTING UNDERGROUND INSTALLATIONS, ETC., DAMAGED OR CUT AS A RESULT OF THE EXCAVATIONS TO AND IN A MANNER APPROVED BY THE OWNER

B. TRENCHES SHALL BE MADE WIDE ENOUGH TO ALLOW A MINIMUM OF 6 INCHES BETWEEN PARALLEL PIPE LINES. TRENCHES FOR PIPE LINES SHALL BE MADE OF SUFFICIENT DEPTHS TO PROVIDE THE MINIMUM COVER FROM FINISH GRADE AS FOLLOWS:

1) 18" MINIMUM COVER OVER IRRIGATION LINES FOR VEHICLE TRAFFIC AREAS. 2) MINIMUM COVER OVER IRRIGATION LINES TO HEADS EXCEPT VEHICLE TRAFFIC AREAS ARE AS FOLLOWS:

 $\frac{1}{2}^{"} - 1 \frac{1}{2}^{"} = 6^{"} \text{ COVER}$ $2^{"} - 3^{"} = 12^{"} \text{ COVER}$ 4" - 6" = 18" COVER GREATER THAN 6" = 24" COVER

C. MAINTAIN ALL WARNING SIGNS, SHORING, BARRICADES, FLARES AND RED LANTERNS AS REQUIRED BY THE SAFETY ORDERS OF THE DIVISION OF INDUSTRIAL SAFETY AND LOCAL ORDINANCES.

2. PIPE LINE ASSEMBLY:

A. INSTALL REMOTE CONTROL VALVES WHERE SHOWN AND GROUP TOGETHER WHERE PRACTICAL, PLACE NO CLOSER THAN 12 INCHES TO WALK EDGES, BUILDINGS AND WALLS.

B. PLASTIC PIPE AND FITTINGS SHALL BE SOLVENT WELDED USING SOLVENTS AND METHODS RECOMMENDED BY MANUFACTURER OF THE PIPE, EXCEPT WHERE SCREWED CONNECTIONS ARE REQUIRED. PIPE AND FITTINGS SHALL BE THOROUGHLY CLEANED OF DIRT, DUST AND MOISTURE BEFORE APPLYING SOLVENT WITH A NON-SYNTHETIC BRISTLE BRUSH.

C. PIPE MAY BE ASSEMBLED AND WELDED ON THE SURFACE. SNAKE PIPE FROM SIDE TO SIDE OF TRENCH BOTTOM TO ALLOW FOR EXPANSION AND CONTRACTION. D. MAKE ALL CONNECTIONS BETWEEN PLASTIC PIPE AND METAL VALVES OR STEEL PIPE WITH THREADED FITTINGS USING PLASTIC MALE ADAPTERS.

3. SPRINKLER HEADS:

- A. INSTALL ALL SPRINKLERS AS DETAILED ON DRAWINGS.
- B. DO NOT SCALE PLANS FOR EXACT HEAD LOCATION.

Kimley»Horn

445 24TH STREET. SUITE 200 VERO BEACH, FL 32960 (772) 794-4/00 CA Number: LC-C0002/9

MATTHEW T. FRANKO, P.L.A. No. 6667292

C. PROVIDE A MINIMUM OF 4" BETWEEN SPRINKLERS AND PAVEMENT AND 12 INCHES BETWEEN SPRINKLERS AND BUILDINGS.

4. CLOSING OF PIPE AND FLUSHING LINES:

A. CAP OR PLUG ALL OPENINGS AS SOON AS LINES HAVE BEEN INSTALLED TO PREVENT THE ENTRANCE OF MATERIALS THAT WOULD OBSTRUCT THE PIPE. LEAVE IN PLACE UNTIL REMOVAL IS NECESSARY FOR COMPLETION OF INSTALLATION.

THOROUGHLY FLUSH OUT ALL WATER LINES BEFORE INSTALLING HEADS, VALVES AND OTHER HYDRANTS.

C. TEST IN ACCORDANCE WITH PARAGRAPH ON HYDROSTATIC TESTS.

INSPECTIONS:

:5% OF THE DESIGN SPACING.

C. OPEN TRENCH INSPECTION: THE TRENCH AND ALL JOINTS AND EVERY TRANSITION IN PIPE SIZE, WILL BE OPEN WHERE OPEN TRENCH INSPECTION IS REQUIRED.

D. INSPECTIONS WILL BE PERFORMED THOUGHTOUT THE DURATION OF THE INSTALLATION. INSPECTION WILL BE MADE BY THE GOVERNING AGENCY TO ENSURE COMPLIANCE WITH DESIGN INTENT, SPECIFICATIONS, AND THE IRRIGATION CODES.

6. HYDROSTATIC TESTS:

A. REQUEST THE PRESENCE OF THE OWNER IN WRITING AT LEAST 48 HOURS IN ADVANCE OF TESTING.

B. TESTING TO BE ACCOMPLISHED AT THE EXPENSE OF THE CONTRACTOR AND IN THE

PRESENCE OF THE OWNER.

SLIPPING UNDER PRESSURE.

FOLLOWS:

FOR 2 HOURS.

E. FOR PVC AND O-RING GASKET PIPE THE ALLOWABLE LEAKAGE SHALL NOT EXCEED THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FOLLOWING FORMULA:

IN WHICH: N=NUMBER OF JOINTS

F. REPAIR LEAKS RESULTING FROM TESTS.

7. AUTOMATIC CONTROLLERS:

A. CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN A CLOCKWISE SEQUENCE TO CORRESPOND WITH STATION SETTING BEGINNING WITH STATIONS 1, 2, 3, ETC.

8. AUTOMATIC CONTROL WIRING: A. INSTALL CONTROL WIRING, SPRINKLER MAINS AND LATERALS IN COMMON TRENCHES WHEREVER POSSIBLE.

B. INSTALL CONTROL WIRES AT LEAST 18" BELOW FINISH GRADE AND LAY TO THE SIDE AND BELOW THE MAIN LINE. PROVIDE LOOPED SLACK AT VALVES AND SNAKE WIRES IN TRENCH TO ALLOW FOR CONTRACTION OF WIRES TIE WIRES IN BUNDLES AT INTERVALS. C. CONTROL WIRE SPLICES WILL BE ALLOWED ONLY RUNS OVER 1000 FT. CONNECTIONS SHALL BE AS DETAILED.

D. ALL WIRING PASSING UNDER EXISTING OR FUTURE PAVING. CONSTRUCTION, ETC., SHALL BE ENCESED IN PLASTIC OR GALVANIZED STEEL CONDUIT EXTENDING AT LEAST 12" BEYOND EDGES OF PAVING OR CONSTUCTION.

9. BACKFILL AND COMPACTING:

A. AFTER SYSTEM IS OPERATING AND REQUIRED TESTS AND INSPECTIONS HAVE BEEN MADE, BACKFILL EXCAVATIONS AND TRENCHES WITH CLEAN SOIL, FREE OF RUBBISH. INITIAL BACKFILL MATERIAL TO 6 INCHES ABOVE THE TOP OF PIPE SHALL BE FREE OF ROCKS OR STONES LARGER THAN ONE INCH IN DIAMETER FINAL BACKFILL MATERIAL SHALL BE FREE OF ROCKS OR STONES LARGER THAN 3 INCHES IN DIAMETER.

B. BACKFILL FOR ALL TRENCHES, REGARDLESS OF THE TYPE OF PIPE COVERED, SHALL BE COMPACTED TO MINIMUM 90% DENSITY.

C. COMPACT TRENCHES IN AREAS TO BE PLANTED BY THOROUGHLY FLOODING THE BACKFILL. JETTING PROCESS MAY BE USED IN THOSE AREAS.

D. DRESS OFF ALL AREAS TO FINISH GRADES.

F. CLEAN-UP:

INDIAN RIVER COUNTY

BOARD OF COUNTY COMMISSIONERS

1. REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM WORK OF THIS SECTION

66th AVENUE FROM 69th STREET TO SR-510/85th STREET 5:20 DM

D. UPON COMPLETION OF THE TESTING, THE CONTRACTOR SHALL COMPLETE ASSEMBLY AND ADJUST SPRINKLER HEADS FOR PROPER DISTRIBUTION.

A. SPRINKLER LAYOUT AND SPACING INSPECTION: VERIFICATION THAT THE IRRIGATION DESIGN IS ACCURATELY INSTALLED IN THE FIELD. IT WILL ALSO PROVIDE FOR ALTERATION OR MODIFICATION OF THE SYSTEM TO MEET FIELD CONDITIONS. SPACING SHOULD BE WITHIN

B. PIPE INSTALLATION DEPTH INSPECTION: ALL PIPES IN THE SYSTEM SHALL BE INSTALLED TO DEPTHS AS PREVIOUSLY DESCRIBED IN SECTION 'E' OF THESE SPECIFICATIONS.

C. CENTER LOAD PIPING WITH SMALL AMOUNT OF BACKFILL TO PREVENT ARCHING OR

D. APPLYING A CONTINUOUS AND STATIC WATER PRESSURE OF 125 PSI WHEN WELDED PLASTIC JOINTS HAVE CURED AT LEAST 3 HOURS AND WITH THE RISERS CAPPED AS

1) MAIN LINES AND SUBMAINS TO BE TESTED

L=ND(P)7400

L=ALLOWABLE LEAKAGE, IN GALLONS PER HOUR D=PIPE DIAMETER IN INCHES P=AVERAGE TEST PRESSURE IN PSI GUAGE

SHEET NO.

LD-4

IRRIGATION SPECS AND NOTES

K:\VRB Roadwav\4703504I\Cadd\Phase II Construction Plans\andscape\D-4 IRRIGATION SPFCS AN

						MAX.				SHEET NUMBERS				TOTAL		RE		
PAY ITEM NO.	PAYSIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAINTAINED	SPACING	REMARKS	UNIT	LD-10	LD-11	LD-12	LD-13	LD-14		THIS SHEET	SUB TOTAL	SHE
140.						SIZE				PLAN FINAL	PLAN FINAL			PLAN FI	VAL P	LAN FINAL		
62-1-3				PREPARED SOIL LAYER		1		(SPECIAL DEPTH) SEE SPECIFICATIONS	CY	72	66	45	76	66		325	325	
																		1
70-1-2		SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM'	ST. AUGUSTINE FLORATAM GRASS	2"-4"	4"		Laid tight, rolled	SY	1830	1259	472	1402	1120	(5083	6083	
80-1-1	SMALL	ARA	ARACHIS GLABRATA	ORNAMENTAL PEANUT	4"-6"	8"x12"		60'x30", Laid tight, rolled	SY	231	105	208	105	293		942	942	
	SMALL	BUL	BULBINE FRUTESCENS	HALLMARK BULBINE	10"-12"x10"-12"	24"x24"	18" o.c.	Full to ground	EA	671	489	497	163	614	2	2434	2434	
	SMALL	CAP	CAPPARIS CYNAPHALLOPHORA	JAMACIAN CAPER	18"-24"x18"-24"	36"-48"x36"-48"	30" o.c.	Full to ground	EA				26	6		32	32	
																		\bot
	SMALL	FOR	FORESTIERA SEGREGATA	FLORIDA PRIVET	18"-24"x18"-24"	36"-48"x36"-48"	30" o.c.	Full to ground	EA	6	10					16	16	\bot
																		1
	SMALL	HAC	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	14"-18"x14"-18"	30"x30"	30" o.c.	Full	EA		98		287			385	385	+
																	┨───┤───	+
	SMALL	MUH	MUHLENBERGIA CAPILLARIS	PINK MUHLY	12"-14"x12"-14"	30"	30" o.c.	Full	EA	104	104					208	208	_
																		+
	SMALL	MYR	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	18"-24"x18"-24"	36"-48"x36"-48"	30" o.c.	Full to ground	EA		12					12	12	+
					NAMES AND ADDRESS OF ADDRESS	Salicat a cam											↓	+
	SMALL	PHX	PHILODENDRON XANADU	PJILODENDRON	24"-30"x24"-30"	30"x30"	30" o.c.	Full	EA								<u> </u>	+
														_				╋
	SMALL	PSY	PSYCHOTRIA NERVOSA 'NANA'	DWARF WILD COFFE	12"-14"x12"-14"	36"x36"	30"	Full to ground	EA				27	7		34	34	+
		TDI			101 0 11 101 0 11	2011 2011	0.011	F # 6 (1)	54									+
	SMALL	TRI	TRIPSACUM DACTYLOIDES	DWARF FAKAHATCHEE GRASS	18"-24"x18"-24"	36"x36"	36" o.c.	Full to ground	EA	41	41					82	82	+
	SMALL	VIO	VIBURNUM OBOVATUM 'WHORLED CLASS'	DWARF WALTER'S VIBURNUM	12"-14"×12"-14"	24"x24"	24" o.c.	Full to ground	EA	137	100		256	102		595	595	+
	SIVIALL	VIO	VIBORINOW OBOVATOW WHORLED CLASS	DWARF WALTERS VIBORNOM	12 - 14 x 12 - 14	24 224	24 0.0.		LA	157	100		250	102		393	595	+
80-1-2	LARGE	ED	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	12'x5', 3" cal., 4' c.t.		As shown	Standard, straight, single trunk	EA	3	2		2			7	7	+
	2/11/02				12,00,00000,000						_		-					
	LARGE	LE	LAGERSTROEMIA INDICA 'TUSKEGEE'	TUSKEGEE CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	6	6					12	12	╈
										-								
	LARGE	LI1	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	3	9		20	2		34	34	
	LARGE	LM	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSGOKEE CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	6				10		16	16	
	LARGE	LT	LAGERSTROEMIA INDICA 'TUSCARORA'	TUSCARORA CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA		9	9	14	5		37	37	Τ
	LARGE	SP1	SABAL PALMETTO	CABBAGE PALM	14'-22' o.a.		As shown	Booted, hurricane cut, Stagger heights by	EA	5	5					10	10	
								3' when planting clusters of 3 or more										
	LARGE	QV	QUERCUS VIRGINIANA 'CATHEDRAL'	CATHEDRAL LIVE OAK	12'x5'-7', 3"-4" cal.		As shown	Full head, straight, central leader	EA	2	3		7	1		13	13	
30-12-10	MULCH		FLORA-MULCH					3" Layer, Shredded, Flora-Mulch or	CY	55	50	34	57	49		245	245	
								equivalent for planting beds and tree rings										\perp
						1	1				1 1		I I				1	1

	AN RIVER COUNTY
DATE BY DESCRIPTION Kimley SHorn	
	COUNTY COMMISSIONERS
MATTHEW T. FRANKO, PLA. NO. 6667292 445 24th STREET, SUITE 200 VERO BEACH, FL 32960	NUE FROM 694L STREET
	SR-510/854L STREET

66th A VENUE SUMMARY OF QUANTITIES SHEET

NO. LD-5

202 ż

					MAX.				SHEET NUMBER	s			TOTAL		RE			
NO.	PAYSIZE SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAINTAINED	SPACING	REMARKS	UNIT	LD-1	5	LD-16	LD-17	LD-18	LD	-19	THIS SHEET	SUB TOTAL	SHE
32-1-3			PREPARED SOIL LAYER				(SPECIAL DEPTH) SEE SPECIFICATIONS	СҮ	PLAN F	FINAL PL	AN FINA	AL PLAN FINAL	PLAN FIN	AL PLAN 62	FINAL	PLAN FINAL 330	PLAN FINAL 655	-
0-1-2	SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM'	ST. AUGUSTINE FLORATAM GRASS	2"-4"	4"		Laid tight, rolled	SF	1520	1	1065	451	1551	1018		5605	11688	+
0-1-1	SMALL ARA	ARACHIS GLABRATA	ORNAMENTAL PEANUT	4″-6″	8"x12"		60'x30", Laid tight, rolled	SY	180		152	197	69	345		943	1885	
	SMALL BUL	BULBINE FRUTESCENS	HALLMARK BULBINE	10"-12"x10"-12"	24"x24"	18" o.c.	Full to ground	EA	644		579	480	212	585		2500	4934	
	SMALL CAP	CAPPARIS CYNAPHALLOPHORA	JAMACIAN CAPER	18"-24"x18"-24"	36"-48"x36"-48"	30" o.c.	Full to ground	EA					28			28	60	
	SMALL FOR	FORESTIERA SEGREGATA	FLORIDA PRIVET	18"-24"x18"-24"	36"-48"x36"-48"	30" o.c.	Full to ground	EA	29		19					48	64	
	SMALL HAC	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	14"-18"x14"-18"	30"x30"	30" o.c.	Full	EA	258		8		239			505	890	
	SMALL MUH	MUHLENBERGIA CAPILLARIS	PINK MUHLY	12"-14"x12"-14"	30"	30" o.c.	Full	EA									208	
	SMALL MYR	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	18"-24"x18"-24"	36"-48"x36"-48"	30" o.c.	Full to ground	EA	19		6					25	37	
	SMALL PHX	PHILODENDRON XANADU	PJILODENDRON	24"-30"x24"-30"	30"x30"	30" o.c.	Full	EA										
	SMALL PSY	PSYCHOTRIA NERVOSA 'NANA'	DWARF WILD COFFE	12"-14"x12"-14"	36"x36"	30"	Full to ground	EA					28			28	62	
	SMALL TRI	TRIPSACUM DACTYLOIDES	DWARF FAKAHATCHEE GRASS	18"-24"x18"-24"	36"x36"	36″ o.c.	Full to ground	EA									82	
	SMALL VIO	VIBURNUM OBOVATUM 'WHORLED CLASS'	DWARF WALTER'S VIBURNUM	12"-14"x12"-14"	24"x24"	24" o.c.	Full to ground	EA	215		243		512			970	1565	
80-1-2	LARGE ED	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	12'x5', 3" cal., 4' c.t.		As shown	Standard, straight, single trunk	EA			1		1			2	9	
	LARGE LE	LAGERSTROEMIA INDICA 'TUSKEGEE'	TUSKEGEE CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	11							11	23	
	LARGE LI1	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	11		11		18			40	74	
	LARGE LM	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSGOKEE CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	8					12		20	36	
	LARGE LT	LAGERSTROEMIA INDICA 'TUSCARORA'	TUSCARORA CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA			12	9	9			30	67	
	LARGE SP1	SABAL PALMETTO	CABBAGE PALM	14'-22' o.a.		As shown	Booted, hurricane cut, Stagger heights by	EA									10	
	LARGE QV	QUERCUS VIRGINIANA 'CATHEDRAL'	CATHEDRAL LIVE OAK	12'x5'-7', 3"-4" cal.		As shown	3' when planting clusters of 3 or more Full head, straight, central leader	EA	7		3		9			19	32	
80-12-10	MULCH	FLORA-MULCH					3" Layer, Shredded, Flora-Mulch or	СҮ	63		45	33	60	46		247	492	-
							equivalent for planting beds and tree rings											

TADULATION OF OUANTITIES DUANT SOUFDULE

	REV/.	SIONS				INDIAN RIVER COUNTY
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS
					MATTHEW T. FRANKO, P.LA. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	66th AVENUE FROM 69th STREET
					(772) 794–4100 CA Number: LC-C000219	TO SR-510/85th STREET

1505

SHEET

NO.

LD-6

66th A VENUE

SUMMARY OF QUANTITIES

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AY ITEM					MAX. SHEET NUMBERS						TOTAL THIS	GRAND) R				
NO.	PAYSIZE	SYM	BO TANICAL NAME	COMMON NAME	INSTALLED SIZE	MAINTAINED SIZE	SPACING	REMARKS	UNIT	LD-20 PLAN FINAL	LD-21 PLAN FINAL	LD-22 PLAN FINAL	LD-23 PLAN FINAL	LD-24 PLAN FINAL	SHEET	TOTAL PLAN F	
2-1-3				PREPARED SOIL LAYER				(SPECIAL DEPTH) SEE SPECIFICATIONS	CY	87	57	44	76		264	919	
0-1 <mark>-</mark> 2		SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM'	ST. AUGUSTINE FLORATAM GRASS	2"-4"	4"		Laid tight, rolled	SF	1573	1012	453	1682	198	4918	16606	
)-1-1	SMALL	ARA	ARACHIS GLABRATA	ORNAMENTAL PEANUT	4"-6"	8"x12"		60'x30", Laid tight, rolled	SY	116	179	201	40		536	2421	
	SMALL	BUL	BULBINE FRUTESCENS	HALLMARK BULBINE	10"-12"x10"-12"	24"x24"	18" o.c.	Full to ground	EA	703	709	474	212		2098	7032	
	SMALL	CAP	CAPPARIS CYNAPHALLOPHORA	JAMACIAN CAPER	18"-24"x18"-24"	36"-48"x36"-48"	30" o.c.	Full to ground	EA				28		28	88	
	SMALL	FOR	FORESTIERA SEGREGATA	FLORIDA PRIVET	18"-24"x18"-24"	36"-48"×36"-48"	30" o.c.	Full to ground	EA	26	14				40	104	
	SMALL	HAC	HAMELIA PATENS 'COMPACTA'	DWARF FIREBUSH	14"-18"x14"-18"	30"×30"	30" o.c.	Full	EA	291			239		530	1420	
	SMALL	МИН	MUHLENBERGIA CAPILLARIS	PINK MUHLY	12"-14"x12"-14"	30"	30" o.c.		EA							208	
	SMALL	MYR	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	18"-24"x18"-24"	36"-48"×36"-48"		Full to ground	EA	38					38	75	
								-								/3	
	SMALL	PHX	PHILODENDRON XANADU	PJILODENDRON	24"-30"x24"-30"	30"×30"	30" o.c.	Full	EA								
	SMALL	PSY	PSYCHOTRIA NERVOSA 'NANA'	DWARF WILD COFFE	12"-14"x12"-14"	36"x36"	30"	Full to ground	EA				28		28	90	
	SMALL	TRI	TRIPSACUM DACTYLOIDES	DWARF FAKAHATCHEE GRASS	18"-24"x18"-24"	36"x36"	36" o.c.	Full to ground	EA							82	
	SMALL	VIO	VIBURNUM OBOVATUM 'WHORLED CLASS'	DWARF WALTER'S VIBURNUM	12"-14"x12"-14"	24"x24"	24" o.c.	Full to ground	EA	251	110		512		873	2438	
)-1-2	LARGE	ED	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	12'x5', 3" cal., 4' c.t.		As shown	Standard, straight, single trunk	EA		1		2		3	12	
	LARGE	LE	LAGERSTROEMIA INDICA 'TUSKEGEE'	TUSKEGEE CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	18					18	41	
	LARGE	LI1	LAGERSTROEMIA INDICA 'NATCHEZ'	NATCHEZ CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	11	7		18		36	110	
	LARGE	LM	LAGERSTROEMIA INDICA 'MUSKOGEE'	MUSGOKEE CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA	6					6	42	
	LARGE	LT	LAGERSTROEMIA INDICA 'TUSCARORA'	TUSCARORA CRAPE MYRTLE	10'x6'-8'		As shown	Multi-trunk, tree form, full head	EA		12	10	8		30	97	
	LARGE	SP1	SABAL PALMETTO	CABBAGE PALM	14'-22' o.a.		As shown	Booted, hurricane cut, Stagger heights by	EA							10	
	LARGE	QV	QUERCUS VIRGINIANA 'CATHEDRAL'	CATHEDRAL LIVE OAK	12'x5'-7', 3"-4" cal.		As shown	3' when planting clusters of 3 or more Full head, straight, central leader	EA	7	2		9		18	50	
)-12-10	MULCH		FLORA-MULCH					3" Layer, Shredded, Flora-Mulch or	СҮ	65	43	33	58		199	<u>691</u>	
								equivalent for planting beds and tree rings									

INDIAN RIVER COUNTY	Kimley»Horn			REVISIONS		
	I KIMIEV » Horn	DESCRIPTION	BY	DATE	DESCRIPTION	
666h AVENUE FROM 696h STREET	MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960					
TO SR-510/854L STREET	(772) 794-4/00 CA Number: LC-C0002/9					

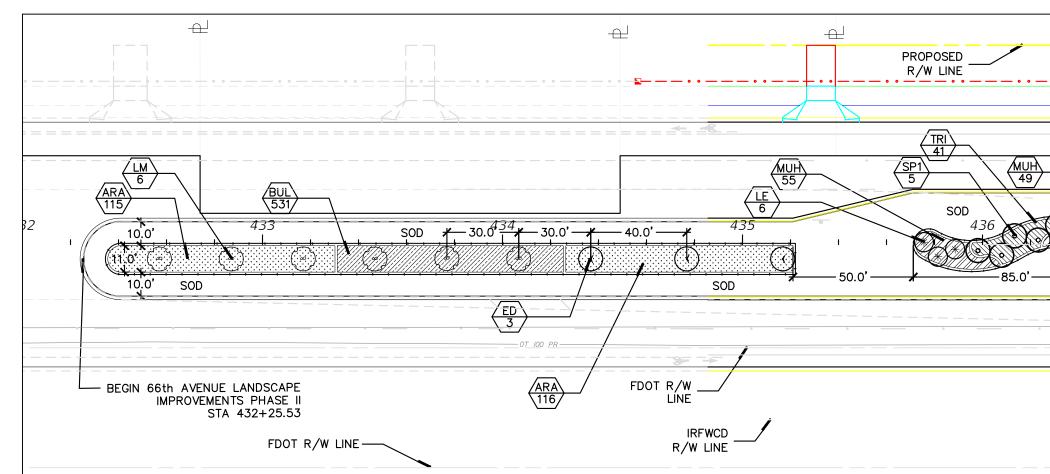
66th A VENUE

SHEET NO.

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SUMMARY OF QUANTITIES

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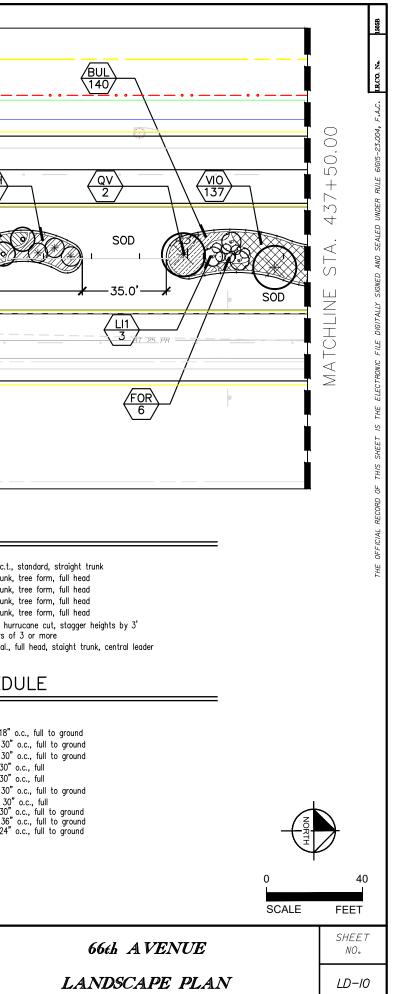


SYM	BOTANICAL NAME	COMMON_NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurr when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

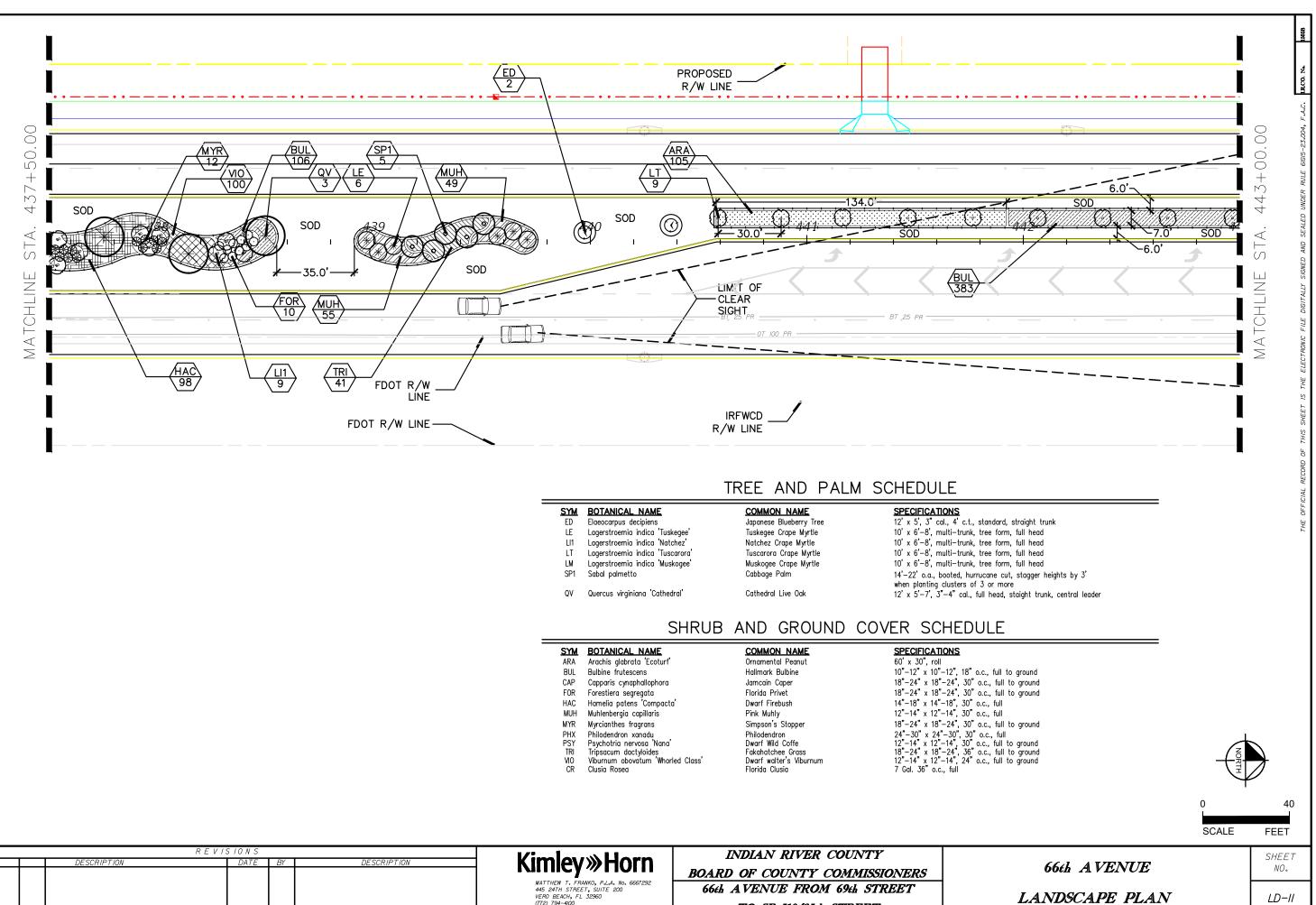
SHRUB AND GROUND COVER SCHEDULE

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX PSY	Philodendron xanadu Psychotria nervosa 'Nana'	Philodendron Dwarf Wild Coffe	24 [°] -30 [°] x 24 [°] -30 [°] , 30 [°] 12 [°] -14 [°] x 12 [°] -14 [°] , 30 [°]
TRI	Tripsacum dactyloides	Fakahatchee Grass	$12 - 14 \times 12 - 14$, 30 $18^{\circ} - 24^{\circ} \times 18^{\circ} - 24^{\circ}$. 36"
VIÖ	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	REVISIONS					INDIAN RIVER COUNTY		
		DESCRIPTION	DATE	BY	DESCRIPTION	445 24TH STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-400		



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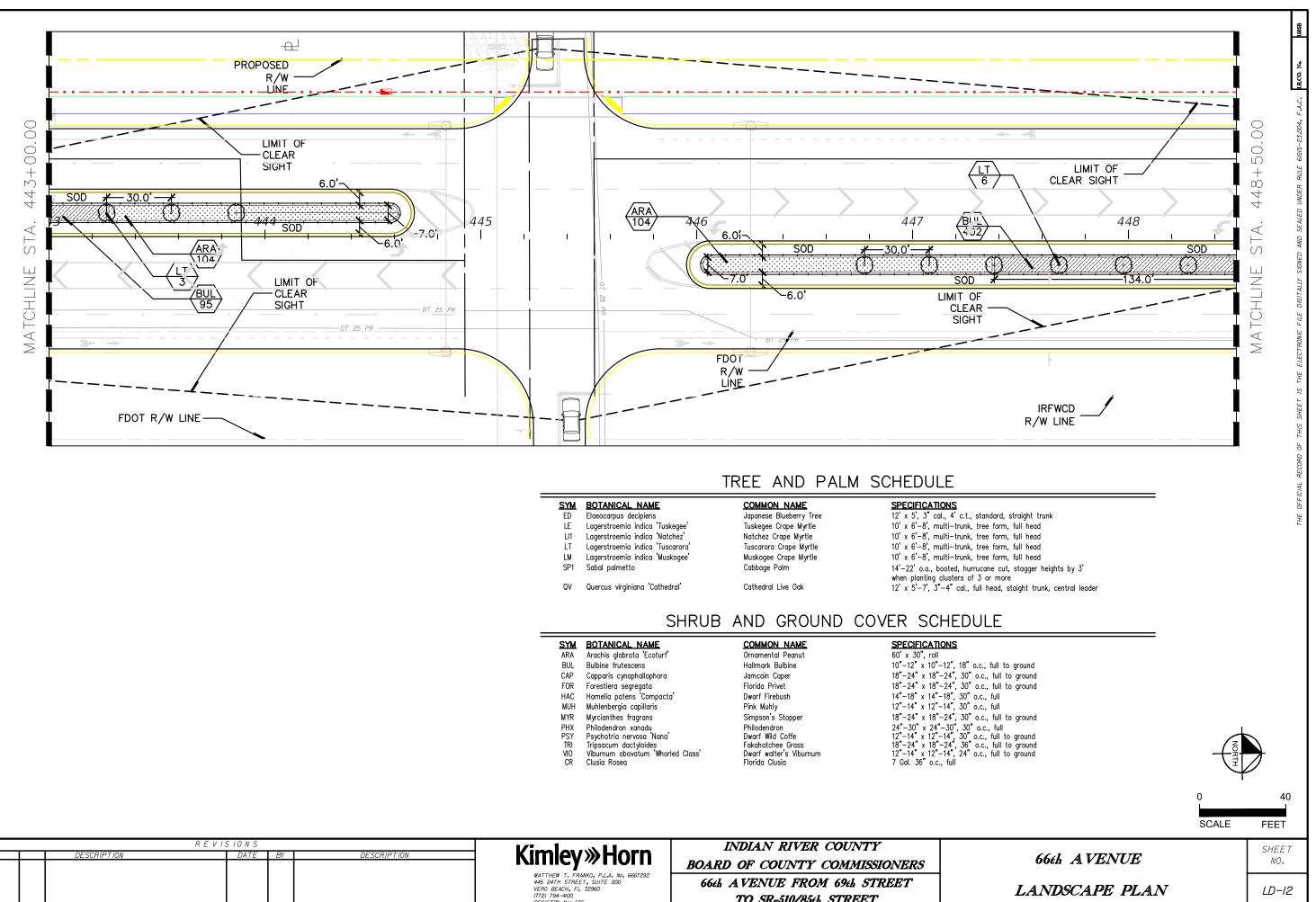


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'—22'o.a., booted, hurr when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX PSY TRI VIO CR	Philodendron xanadu Psychotria nervosa 'Nana' Tripsacum dactyloides Viburnum obovatum 'Whorled Class' Clusia Rosea	Philodendron Dwarf Wild Coffe Fakahatchee Grass Dwarf walter's Viburnum Florida Clusia	24"-30" x 24"-30", 30 12"-14" x 12"-14", 30" 18"-24" x 18"-24", 36" 12"-14" x 12"-14", 24" 7 Gal. 36" o.c., full

REVISIONS					INDIAN RIVER COUNTY		
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS	
					MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	6666 A VENUE FROM 6966 STREET	
					(772) 794-4100 REGISTRY No: 696	TO SR-510/854L STREET	
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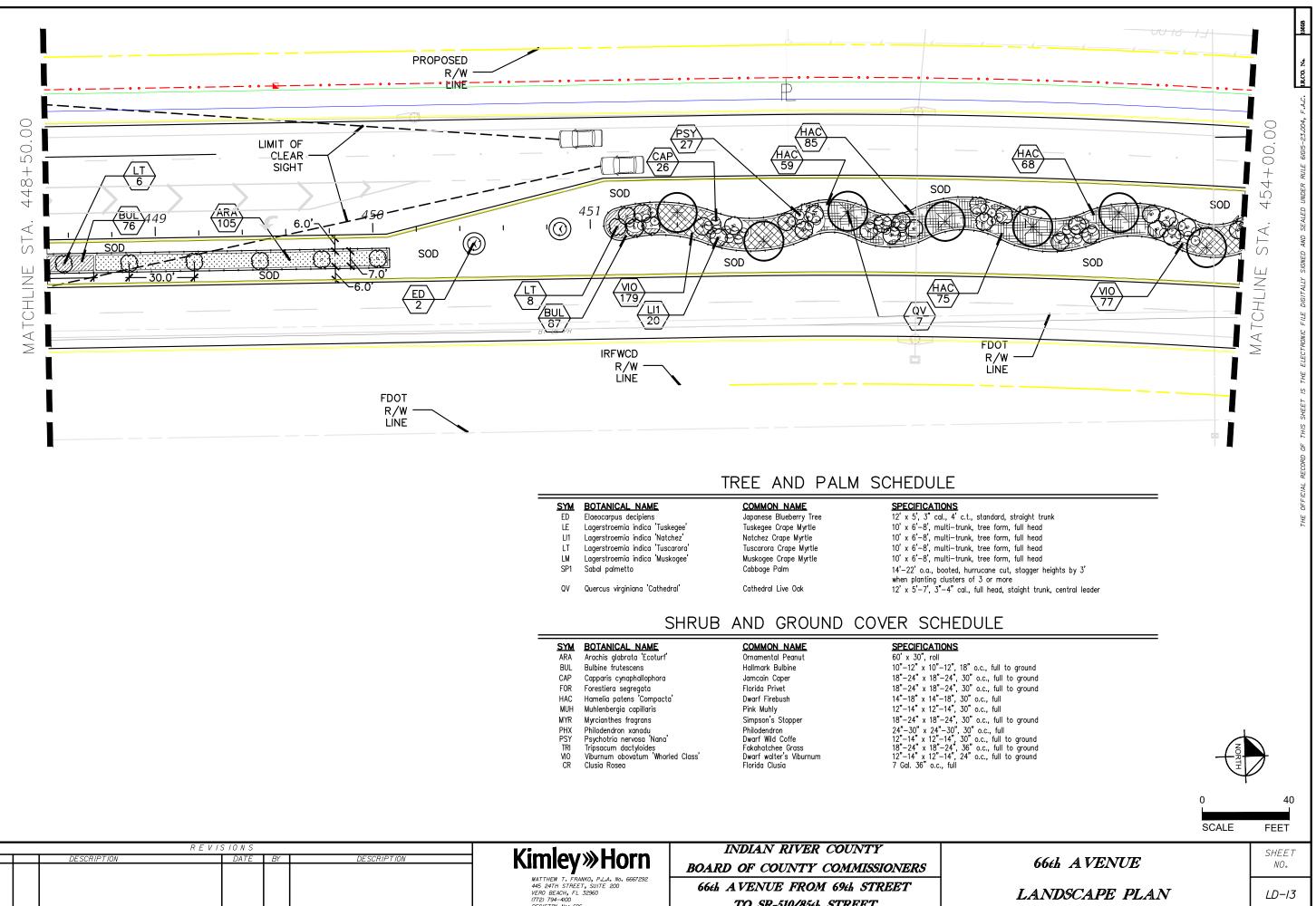


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurr when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36"
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

R E V IS IONS					INDIAN RIVER COUNTY		
	DESCRIPTION	DATE E	BY DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS		
				MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	6666 AVENUE FROM 6966 STREET		
				(772) 794-4100 REGISTRY No. 696	TO SR-510/85th STREET		
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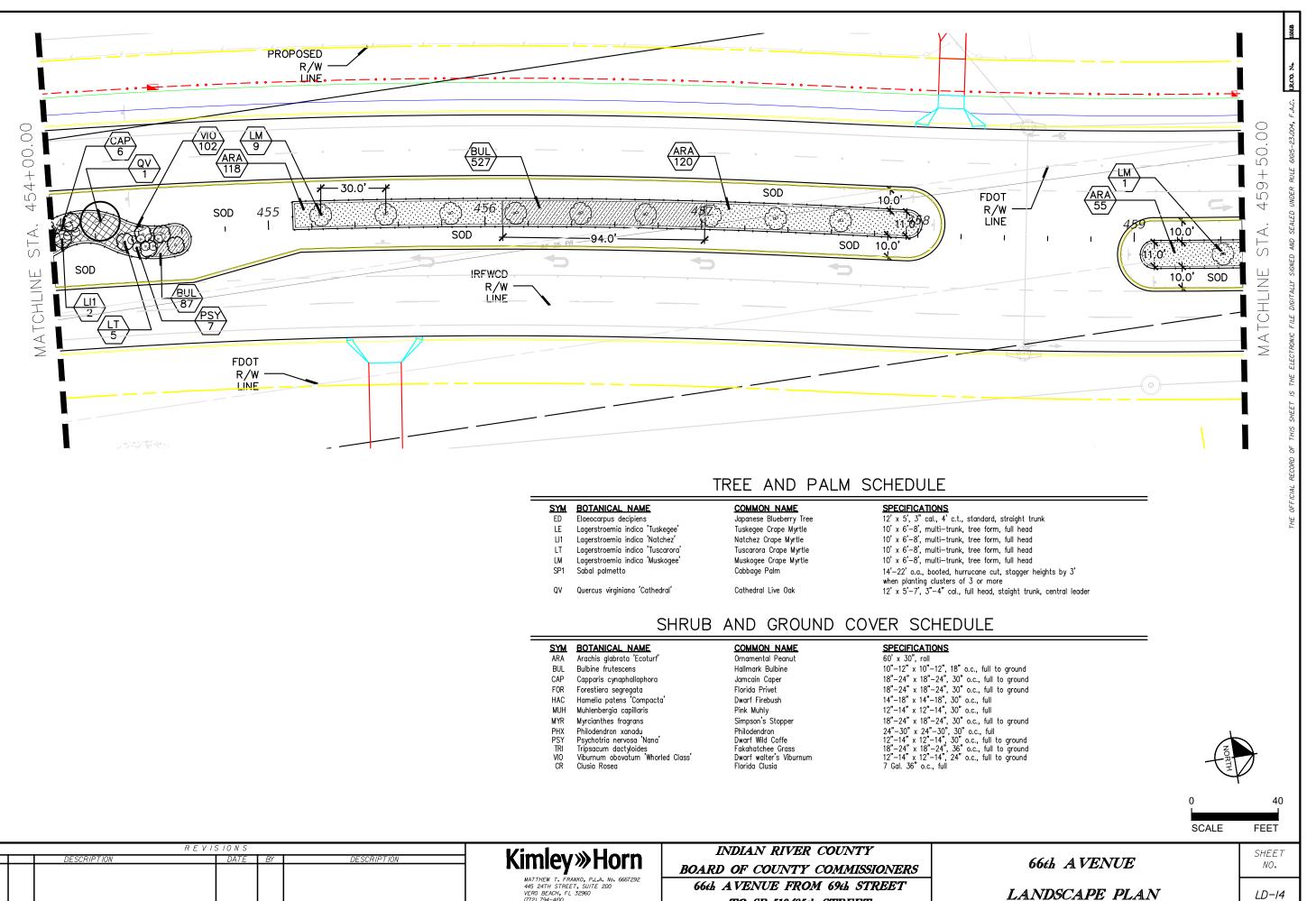


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22'o.a., booted, hurn when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., 1

_				
	<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
	ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
	BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
	CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
	FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
	HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
	MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
	MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
	PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
	PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
	TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36"
	VIO	Viburnum oboyatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
	CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

REVISIONS					INDIAN RIVER COUNTY			
		DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS	
						MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	66th AVENUE FROM 69th STREET	
						(772) 794-4100 REGISTRY No: 696	TO SR-510/856h STREET	
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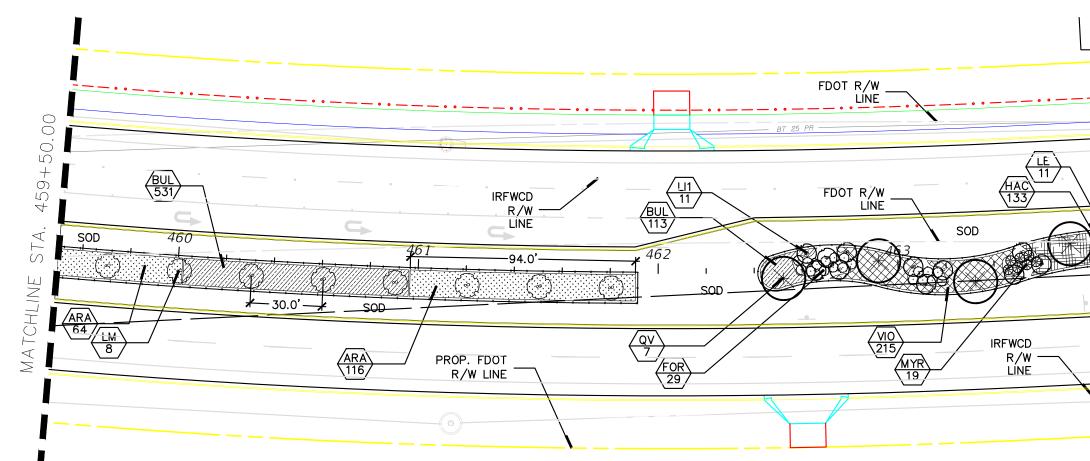
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SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIO
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal.
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', mu
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', mu
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', mu
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', mu
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., bo when planting cl
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-

SYM	BOTANICAL NAME	COMMON NAME	SPECIFICAT
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"·
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c.

		REVISIONS	_			INDIAN RIVER COUNTY	
 _	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS	
					MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	666h AVENUE FROM 696h STREET	
					(772) 794–4100 REGISTRY No: 696	TO SR-510/85th STREET	

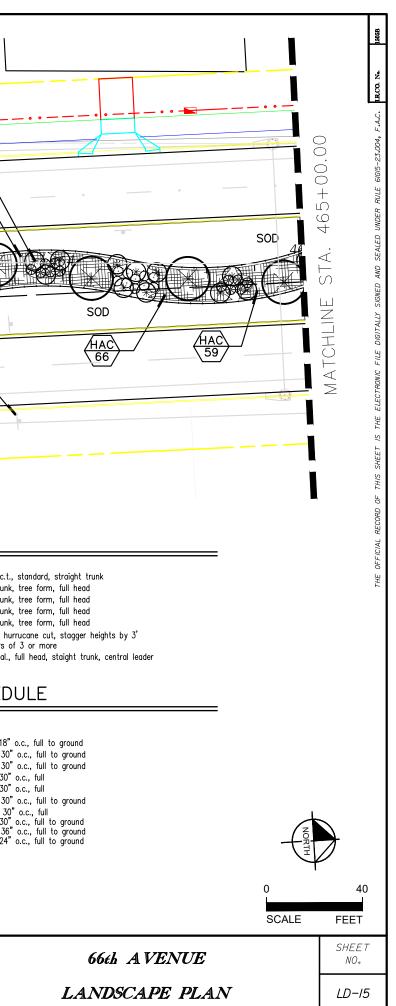


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	<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
	ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
	LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
	LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
	LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
	LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
	SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurr when planting clusters of
	QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

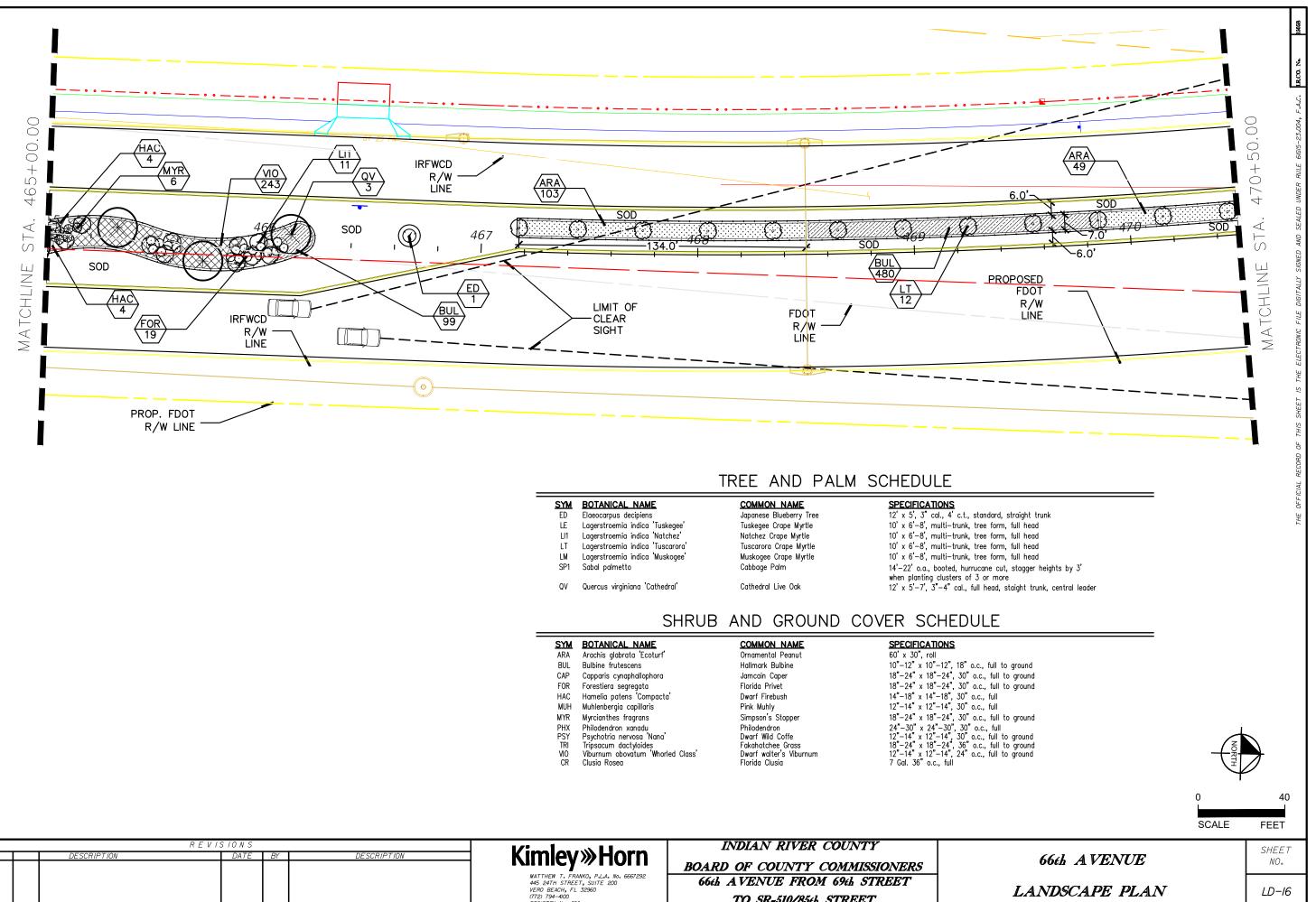
SHRUB AND GROUND COVER SCHEDULE

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36"
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

	REV	SIONS				INDIAN RIVER COUNTY	
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley » Horn MATTHEW T. FRANKO, P.L.A. NO. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960 (772 794-400	BOARD OF COUNTY COMMISSIONERS 666h AVENUE FROM 69th STREET TO SR-510/85th STREET	
L					REGISTRY No: 696	8/02/2022 5:22	2 04



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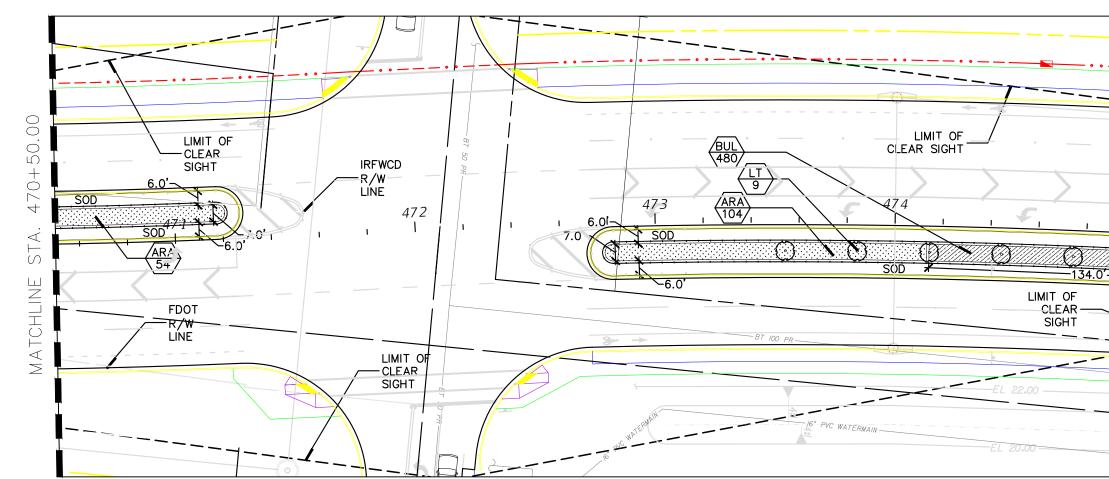


<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t., s
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk, t
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'—8', multi—trunk, t
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'—8', multi—trunk, t
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'—8', multi—trunk, t
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurru when planting clusters of 3
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	$12' \times 5'-7', 3''-4''$ cal., fu

-				
	SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
	ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
	BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
	CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
	FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
	HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
	MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
	MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
	PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
	PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
	TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36"
	VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
	CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

	R E V	ISIONS				INDIAN RIVER COUNTY
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS
					MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	666h AVENUE FROM 69th STREET
					(772) 794-4100 REGISTRY Nor 696	TO SR-510/856L STREET

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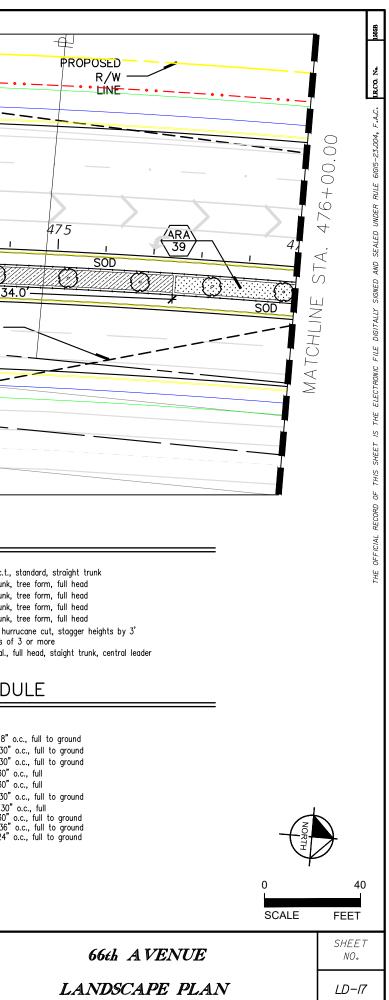


SYM	BOTANICAL NAME	COMMON_NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurr when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

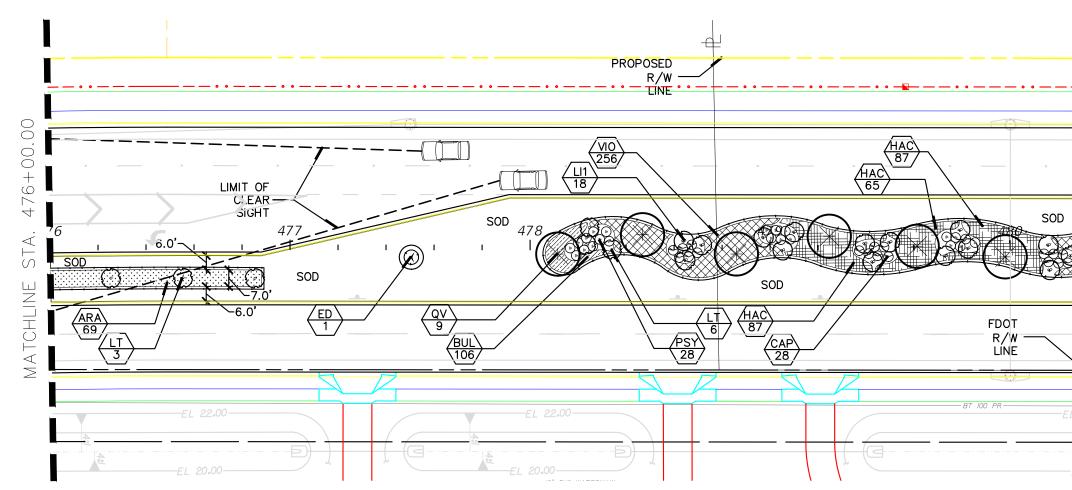
SHRUB AND GROUND COVER SCHEDULE

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30'
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36"
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

DESCRIPTION DATE BY DESCRIPTION KIMIEV) HOLO	R E V IS IONS	INDIAN RIVER COUNTY
HATTHEW T ERANKO PLA NO 6657292		
445 24TH STREET, SUITE 200 VER BEACH, FL 32960 1772 094-00 REGISTRY No: 696	VERO BEACH, FL 32960 (772) 794–4100	



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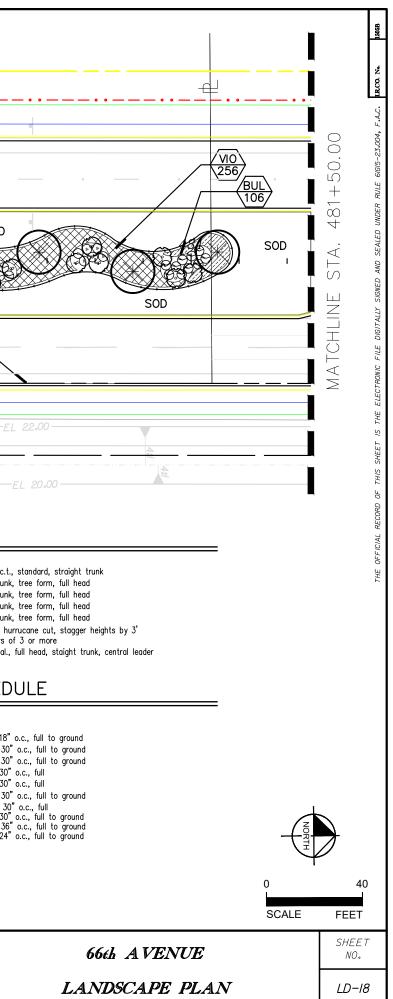


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hur when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal.,

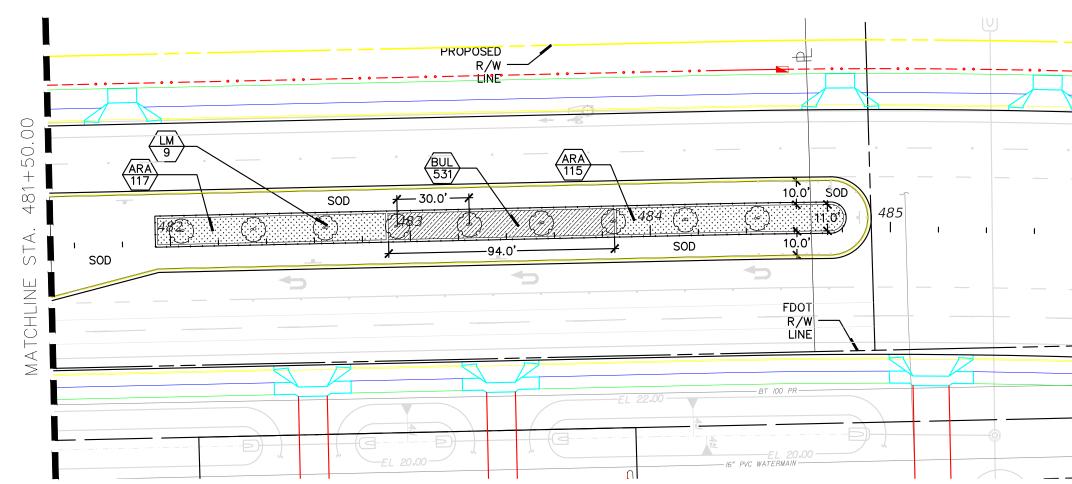
SHRUB AND GROUND COVER SCHEDULE

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36"
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

REVISIONS						INDIAN RIVER COUNTY
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS
					MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200	66th AVENUE FROM 69th STREET
					VERO BEACH, FL 32960 (772) 794-400 REGISTRY No: 696	TO SR-510/85th STREET



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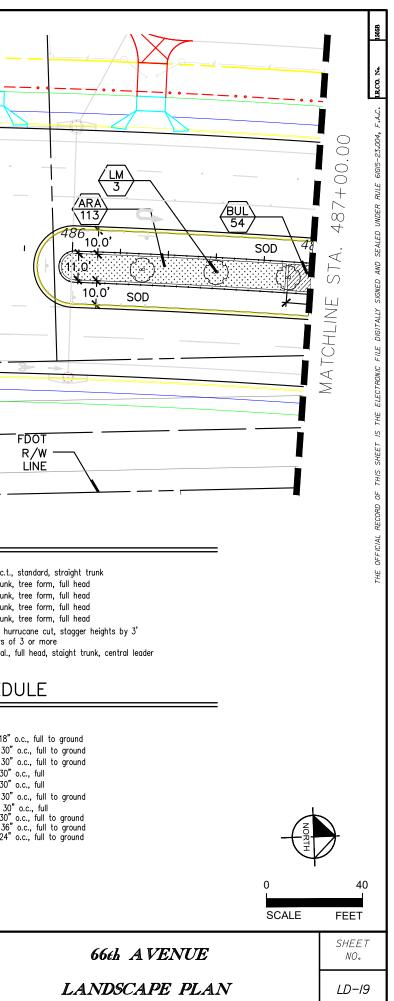


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hur when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal.,

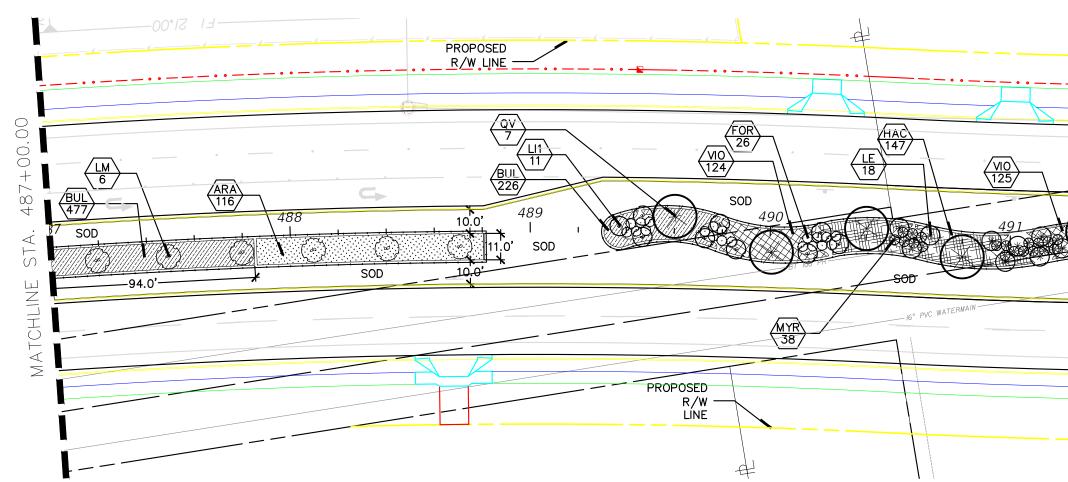
SHRUB AND GROUND COVER SCHEDULE

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36'
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

Description Date BY Description Description Description Image: Martine in the second s	R E V IS IONS		INDIAN RIVER COUNTY
MATTHEW T. FRANKO, P.L.A. NO. 6667292 445 24TH STREET, SUITE 200 666h AVENUE FROM 696h STREET	DESCRIPTION DATE BY DESCRIPTION	Kimiey Whorn	BOARD OF COUNTY COMMISSIONERS
TT2 74-400 TO SR-510/854b STREET REGISTRY No: 696 TO SR-510/854b STREET		(772) 794-4100	TO SR-510/8566 STREET



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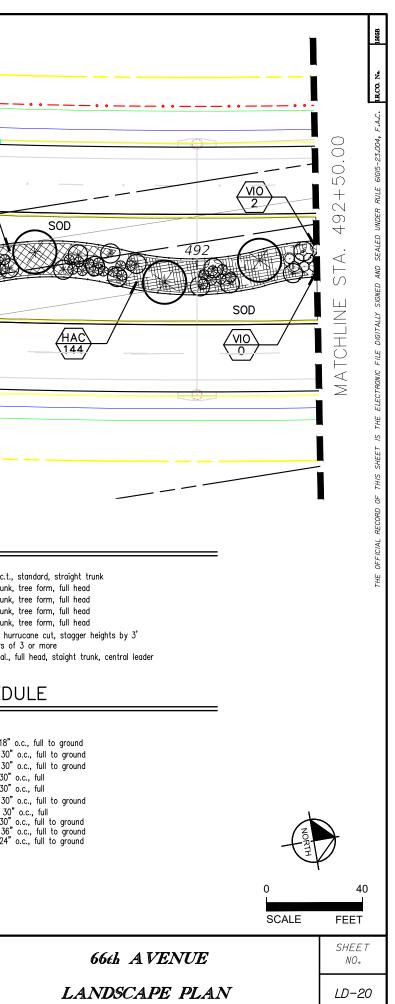


SYM	BOTANICAL NAME	COMMON_NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurn when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., 1

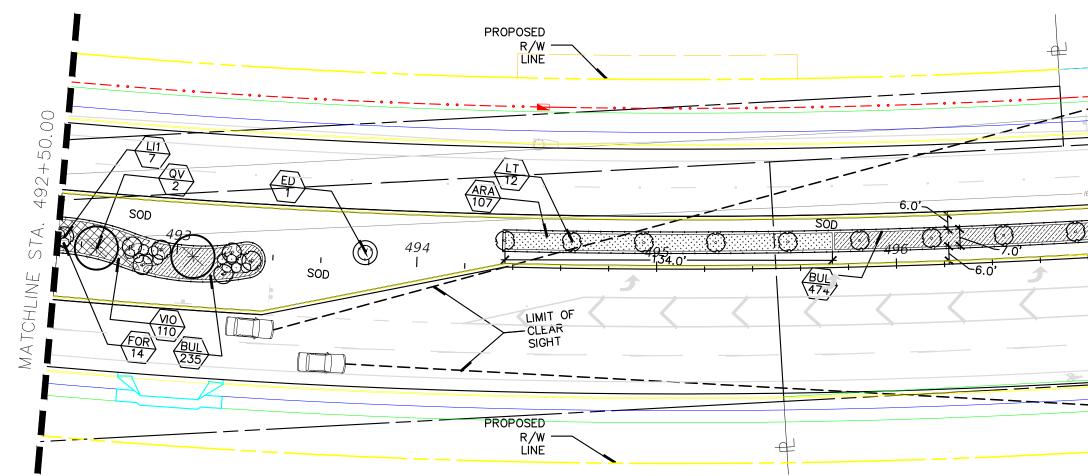
SHRUB AND GROUND COVER SCHEDULE

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	<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
	ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
	BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
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	MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
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	PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
	PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
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	VIO	Viburnum oboyatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
	CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

REVISIONS						INDIAN RIVER COUNTY	
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn		
						BOARD OF COUNTY COMMISSIONERS	
					MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200	6666 A VENUE FROM 6966 STREET	
					VERO BEACH, FL 32960		
					(772) 794-4100 REGISTRY No. 696	TO SR-510/8566 STREET	
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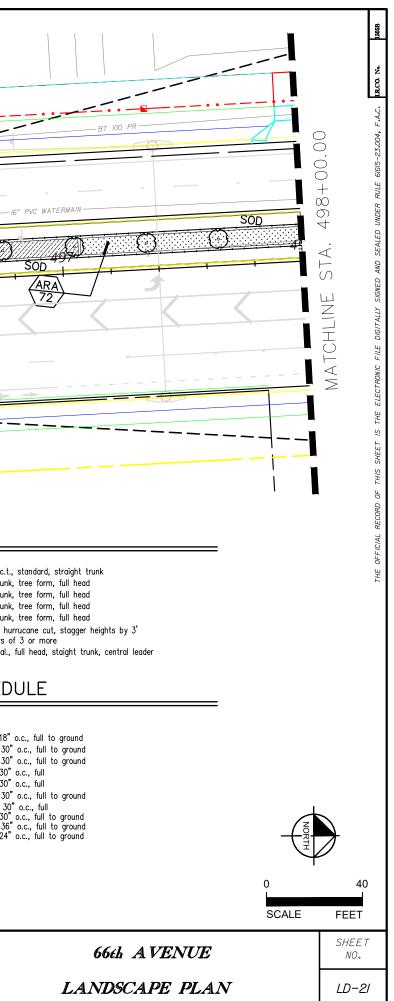


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22'o.a., booted, hurn when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., 1

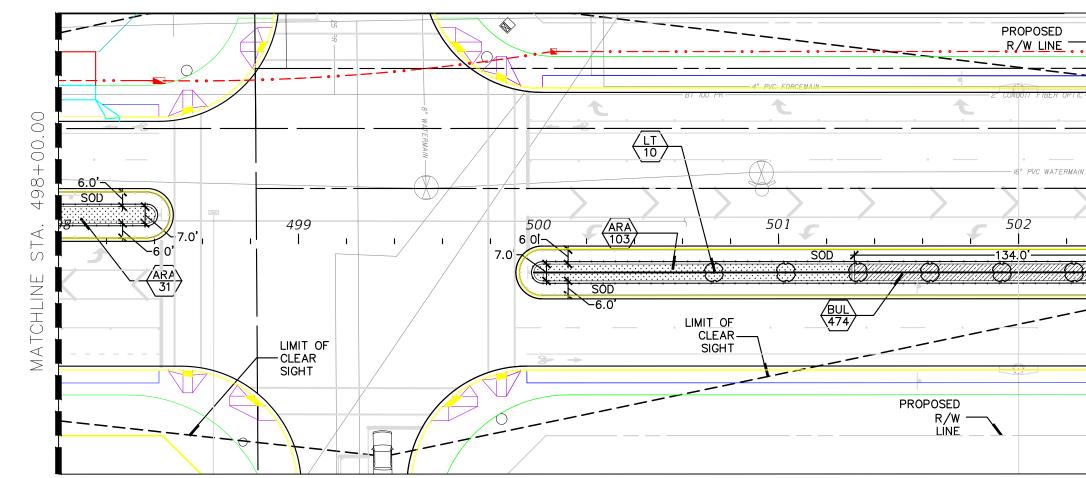
SHRUB AND GROUND COVER SCHEDULE

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30'
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30'
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
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MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30'
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36'
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full
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R E V I S I O N S							INDIAN RIVER COUNTY	
		DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	BOARD OF COUNTY COMMISSIONERS	
						MATTHEW T. FRANKO, P.L.A. No. 6667292 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	6666 A VENUE FROM 6966 STREET	
						(772) 794-4100 REGISTRY No. 696	TO SR-510/85th STREET	
							8/02/2022 5:	:24 pm



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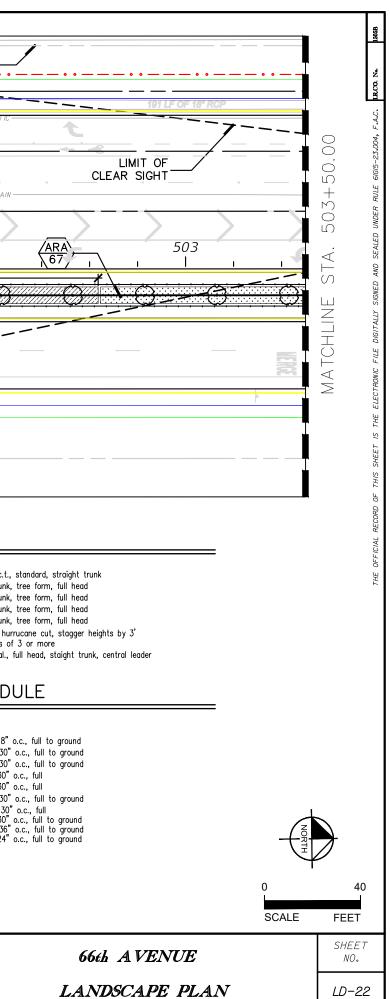


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
LE	Lagerstroemia indica 'Tuskegee'	Tuskegee Crape Myrtle	10' x 6'-8', multi-trunk,
LI1	Lagerstroemia indica 'Natchez'	Natchez Crape Myrtle	10' x 6'-8', multi-trunk,
LT	Lagerstroemia indica 'Tuscarora'	Tuscarora Crape Myrtle	10' x 6'-8', multi-trunk,
LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22'o.a., booted, hurn when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

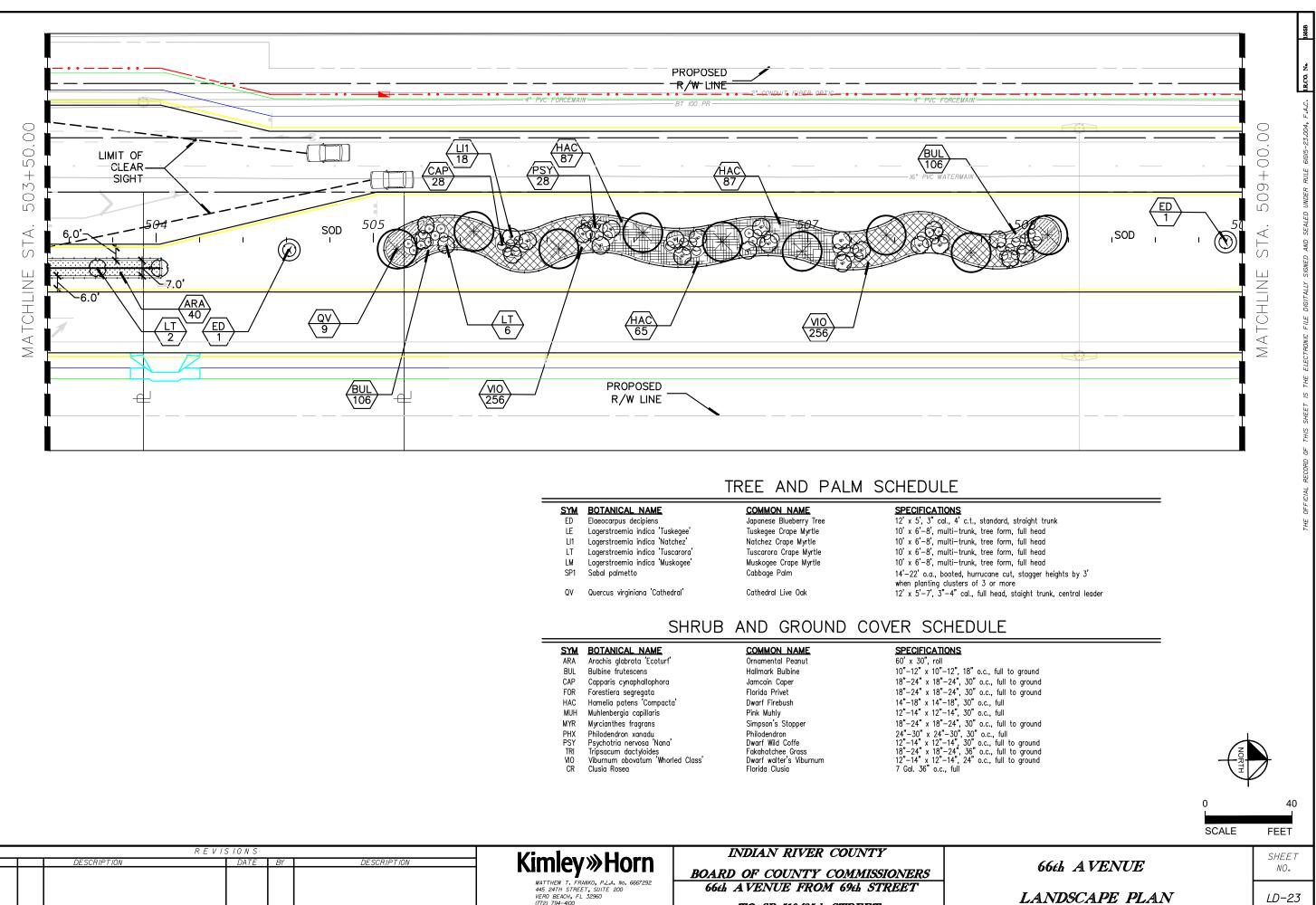
SHRUB AND GROUND COVER SCHEDULE

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-	SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
	ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
	BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
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	MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
	PHX PSY TRI VIO CR	Philodendron xanadu Psychotria nervosa 'Nana' Tripsacum dactyloides Viburnum obovatum 'Whorled Class' Clusia Rosea	Philodendron Dwarf Wild Coffe Fakahatchee Grass Dwarf walter's Viburnum Florida Clusia	24"-30" x 24"-30", 30 12"-14" x 12"-14", 30" 18"-24" x 18"-24", 36" 12"-14" x 12"-14", 24" 7 Gal. 36" o.c., full
	••••		·····	

INDIAN RIVER COUNTY	REVISIONS	REVISIONS
Indian River County Matthew T. FRANKO, P.L.A. NO. 6667292 445 24th Street, SUITE 200 VER DEACH, FL3 2260 (772) 79-400 REGISTER NO. 666	DATE BY DESCRIPTION	DESCRIPTION DATE BY
8/02/2022 5.		



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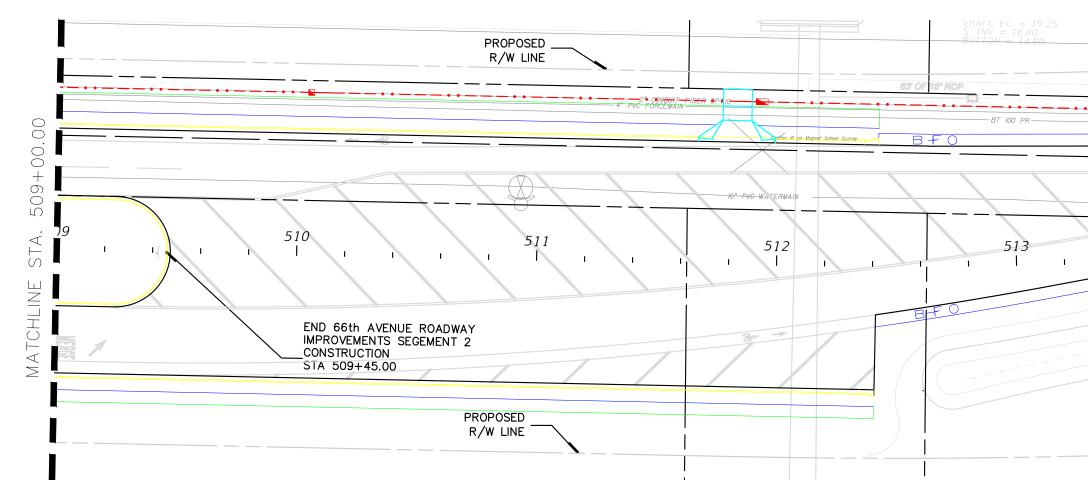


SYM	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
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SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurr when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
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VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full

	REVI	SIONS				INDIAN RIVER COUNTY	
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn		
					MATTHEW T. FRANKO, P.L.A. No. 6667292	BOARD OF COUNTY COMMISSIONERS	4
					445 24TH STREET, SUITE 200 VERO BEACH, FL 32960	66th AVENUE FROM 69th STREET	
					(772) 794–400 REGISTRY No: 696	TO SR-510/856L STREET	
							5:25 pm

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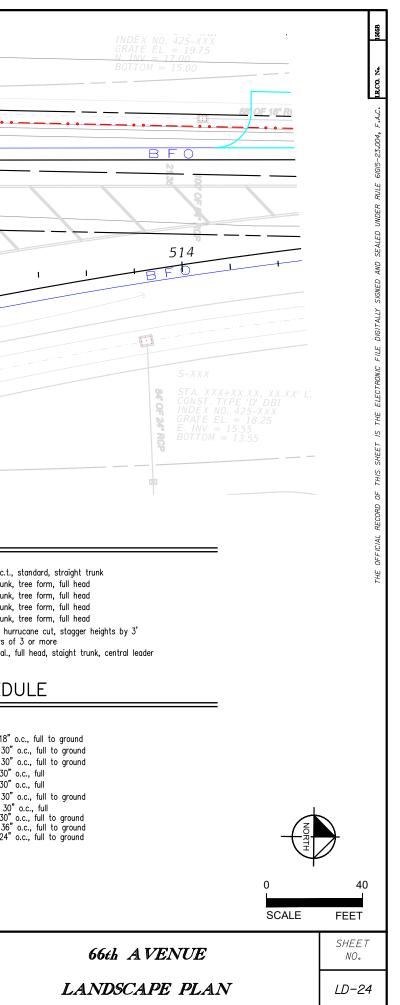
<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ED	Elaeocarpus decipiens	Japanese Blueberry Tree	12' x 5', 3" cal., 4' c.t.,
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LM	Lagerstroemia indica 'Muskogee'	Muskogee Crape Myrtle	10' x 6'-8', multi-trunk,
SP1	Sabal palmetto	Cabbage Palm	14'-22' o.a., booted, hurr when planting clusters of
QV	Quercus virginiana 'Cathedral'	Cathedral Live Oak	12' x 5'-7', 3"-4" cal., f

SHRUB AND GROUND COVER SCHEDULE

<u>SYM</u>	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS
ARA	Arachis glabrata 'Ecoturf'	Ornamental Peanut	60' x 30", roll
BUL	Bulbine frutescens	Hallmark Bulbine	10"-12" x 10"-12", 18"
CAP	Capparis cynaphallophora	Jamcain Caper	18"-24" x 18"-24", 30"
FOR	Forestiera segregata	Florida Privet	18"-24" x 18"-24", 30"
HAC	Hamelia patens 'Compacta'	Dwarf Firebush	14"-18" x 14"-18", 30"
MUH	Muhlenbergia capillaris	Pink Muhly	12"-14" x 12"-14", 30"
MYR	Myrcianthes fragrans	Simpson's Stopper	18"-24" x 18"-24", 30"
PHX	Philodendron xanadu	Philodendron	24"-30" x 24"-30", 30
PSY	Psychotria nervosa 'Nana'	Dwarf Wild Coffe	12"-14" x 12"-14", 30"
TRI	Tripsacum dactyloides	Fakahatchee Grass	18"-24" x 18"-24", 36"
VIO	Viburnum obovatum 'Whorled Class'	Dwarf walter's Viburnum	12"-14" x 12"-14", 24"
CR	Clusia Rosea	Florida Clusia	7 Gal. 36" o.c., full
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Description Date BY Description BOARD OF COUNTY COMMISSIONERS Matthew T, FRANKO, PLA. No. 6667292 WATTHEW T, FRANKO, PLA. No. 6667292 BOARD OF COUNTY COMMISSIONERS Matthew T, Franko, PLA. No. 6667292 WATTHEW T, FRANKO, PLA. No. 6667292 BOARD OF COUNTY COMMISSIONERS Matthew T, Franko, PLA. No. 6667292 WATTHEW T, FRANKO, PLA. No. 6667292 BOARD OF COUNTY COMMISSIONERS Matthew T, Franko, PLA. No. 6667292 WATTHEW T, FRANKO, PLA. No. 6667292 BOARD OF COUNTY COMMISSIONERS Matthew T, Franko, PLA. No. 6667292 WATTHEW T, FRANKO, PLA. No. 6667292 BOARD OF COUNTY COMMISSIONERS Matthew T, Franko, PLA. No. 6667292 WATTHEW T, FRANKO, PLA. No. 6667292 BOARD OF COUNTY COMMISSIONERS Matthew T, Franko, PLA. No. 6667292 WATTHEW T, FRANKO, PLA. No. 6667292 TO SR-510/854L STREET		REVI	SIONS				INDIAN RIVER COUNTY
		DESCRIPTION	DATE	BY	DESCRIPTION	445 24TH STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-400	666h AVENUE FROM 696h STREET

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Specified tree root barriers are a mechanical barrier and root deflector to prevent tree roots from damaging hardscapes and landscapes. Assembled in 2' long modules to creat varying sizes of cylinders for surrounding root balls (Surround planting style) or for linear applications directly beside a hardscape adjacent to one side of the trees (Linear planting style).

A. Materials

1. The contractor shall furnish and install tree root barriers as specified. The tree root barriers shall be product # UB 24–2 as manufactured by Deep Root Partners, L.P. 345 Lorton Ave. #103, Burlingame, CA (800-458-7668), or approved equal. The barrier shall be Black, Injection Molded Panels, of 0.085" wall thickness in modules 24" long by 24" deep; manufactured with a minimum 50% post consumer recycled polypropylene plastic with added ultraviolet inhibitors; recyclable. Each panel shall have:

Not less than 4 Molded Integral Vertical Root Deflecting Ribs of at least 0.085" thickness protruding 1/2" at 90° from interior of the barrier panel, spaced 6" apart. (See panel drawing below)

A Double Top Edge consisting of two parallel, integral, horizontal ribs at the top of the panel of a minimum 0.085" thickness, 7/16" wide and 1/4" apart with the lower rib attached to the vertical root deflecting ribs. (See detail "A")

integral horizontal ridges of a minimum 0.085" thickness in the shape of a segment of a circle, the 2" chord of the segment joining the panel wall and the segment, protruding 3/8" from the panel. The nine ground locks on each panel shall be about

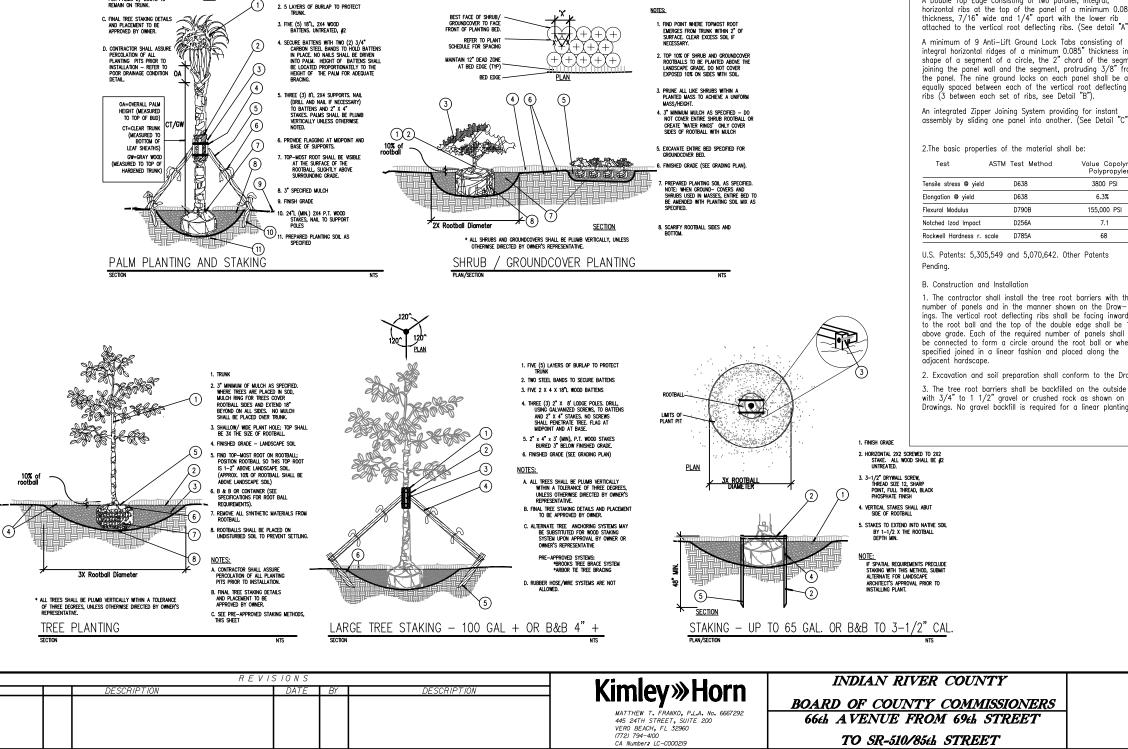
An integrated Zipper Joining System providing for instant assembly by sliding one panel into another. (See Detail "C")

D638 D638 D790B Notched Izod Impact D256A Rockwell Hardness r. scale D785A

Pendina.

1. The contractor shall install the tree root barriers with the number of panels and in the manner shown on the Drawings. The vertical root deflecting ribs shall be facing inwards to the root ball and the top of the double edge shall be 1/2" above grade. Each of the required number of panels shall be connected to form a circle around the root ball or where specified joined in a linear fashion and placed along the adjacent hardscape.

2. Excavation and soil preparation shall conform to the Drawings 3. The tree root barriers shall be backfilled on the outside with 3/4" to 1 1/2" gravel or crushed rock as shown on the Drawings. No gravel backfill is required for a linear planting



1. MINIMUM OF NINE (9) GOOD PALM FRONDS; PRUNE AND TIE FRONDS WITH HEMP TWINE SABAL PALMS TO BE SELECTIVELY "HURRICANE CUT", LEAVING ONLY NEWLY- EMERGING GROWTH.

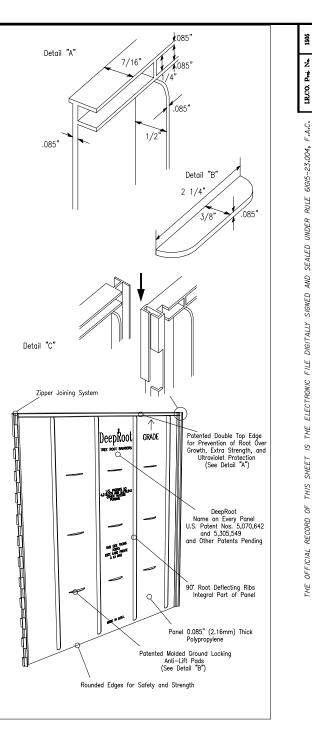
NOTES: A. WASHINGTONIA PALMS SIMILAR W/ BOOTS INTACT.

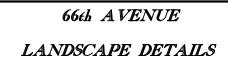
R SEE PLANS AND SPECS

FOR PALMS W/ BOOTS TO REMAIN ON TRUNK.

PLAN

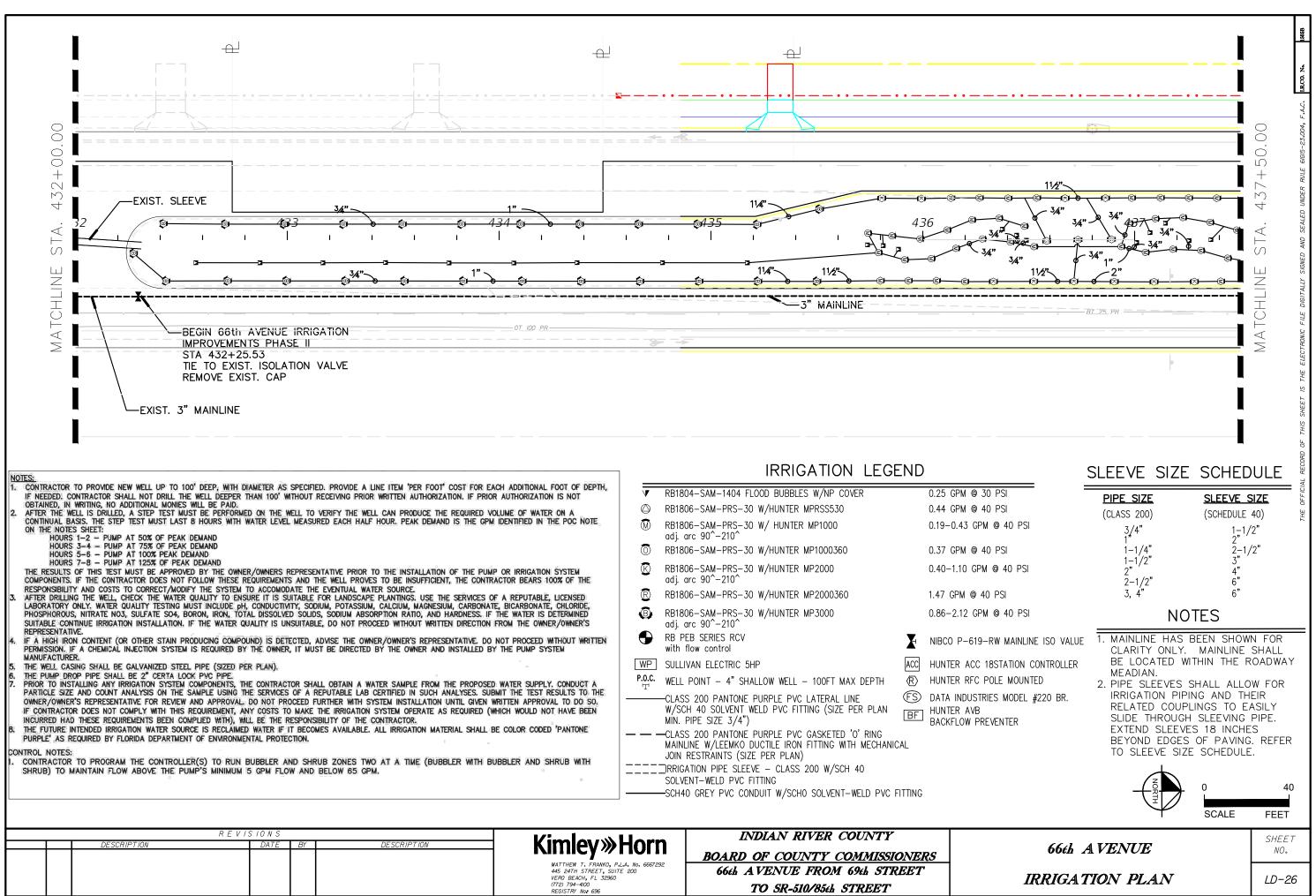
24" DeepRoot Tree Root Barriers





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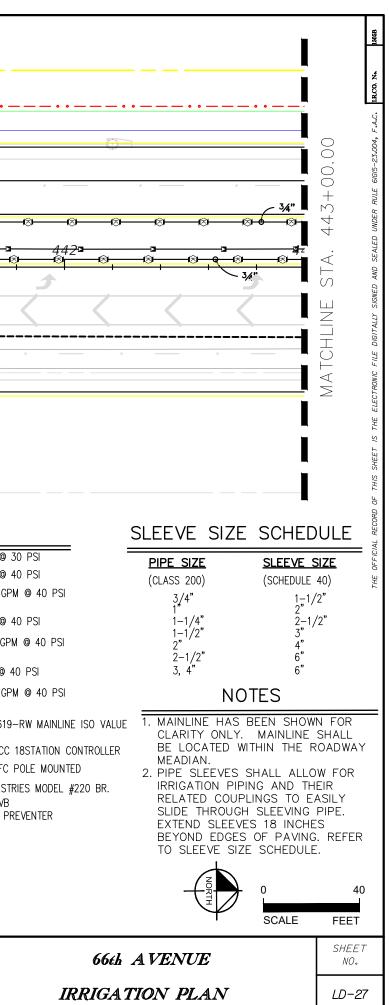
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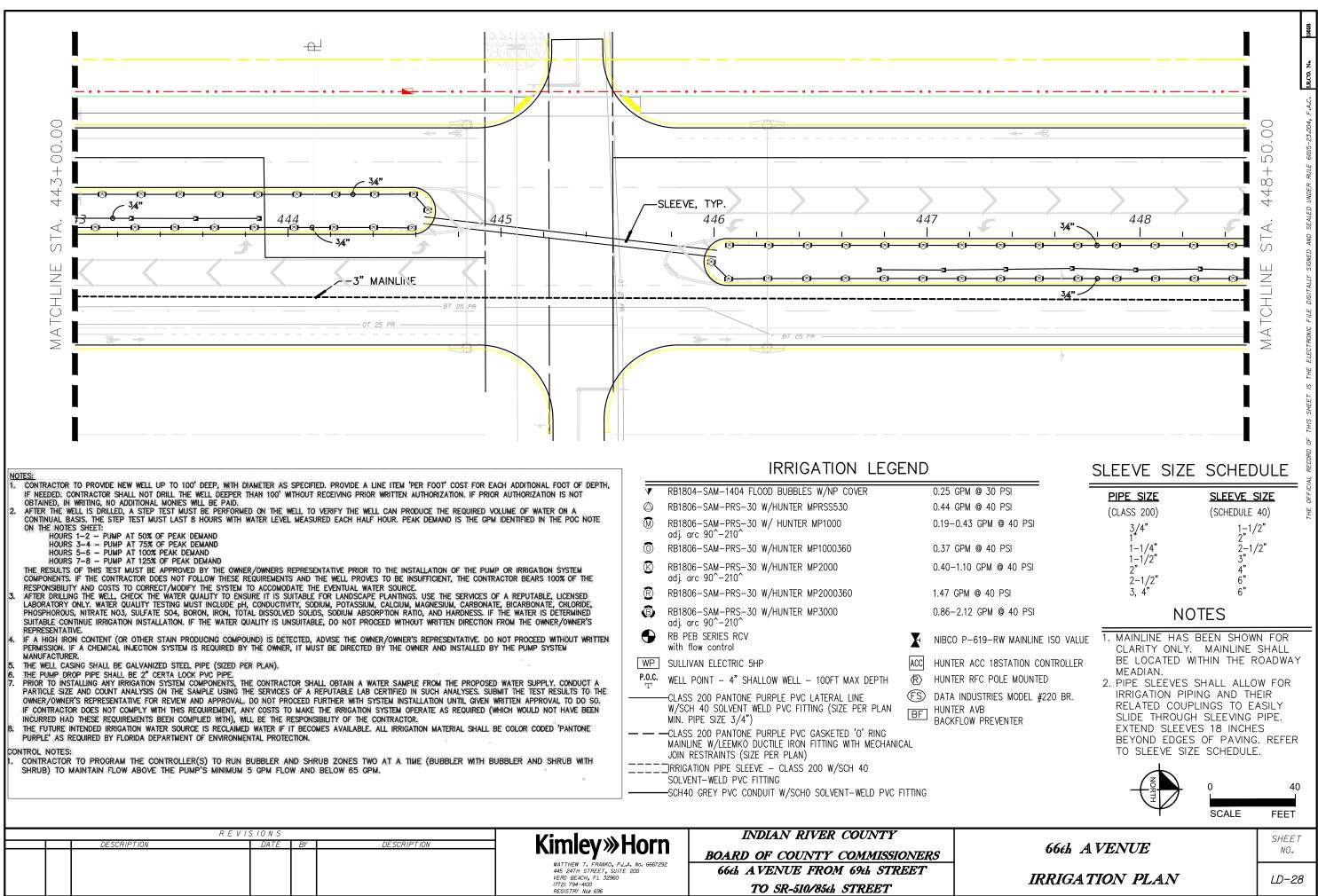
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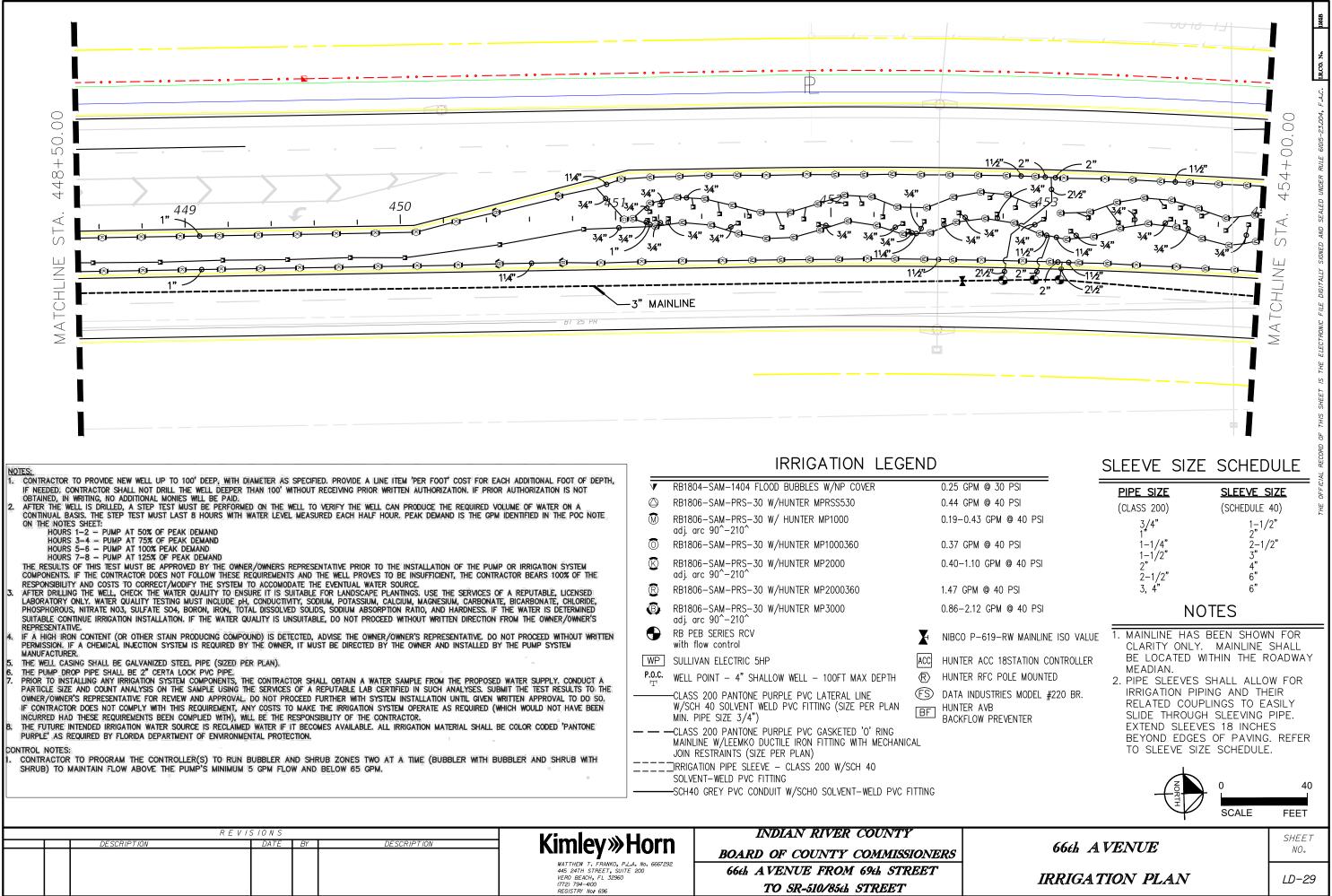


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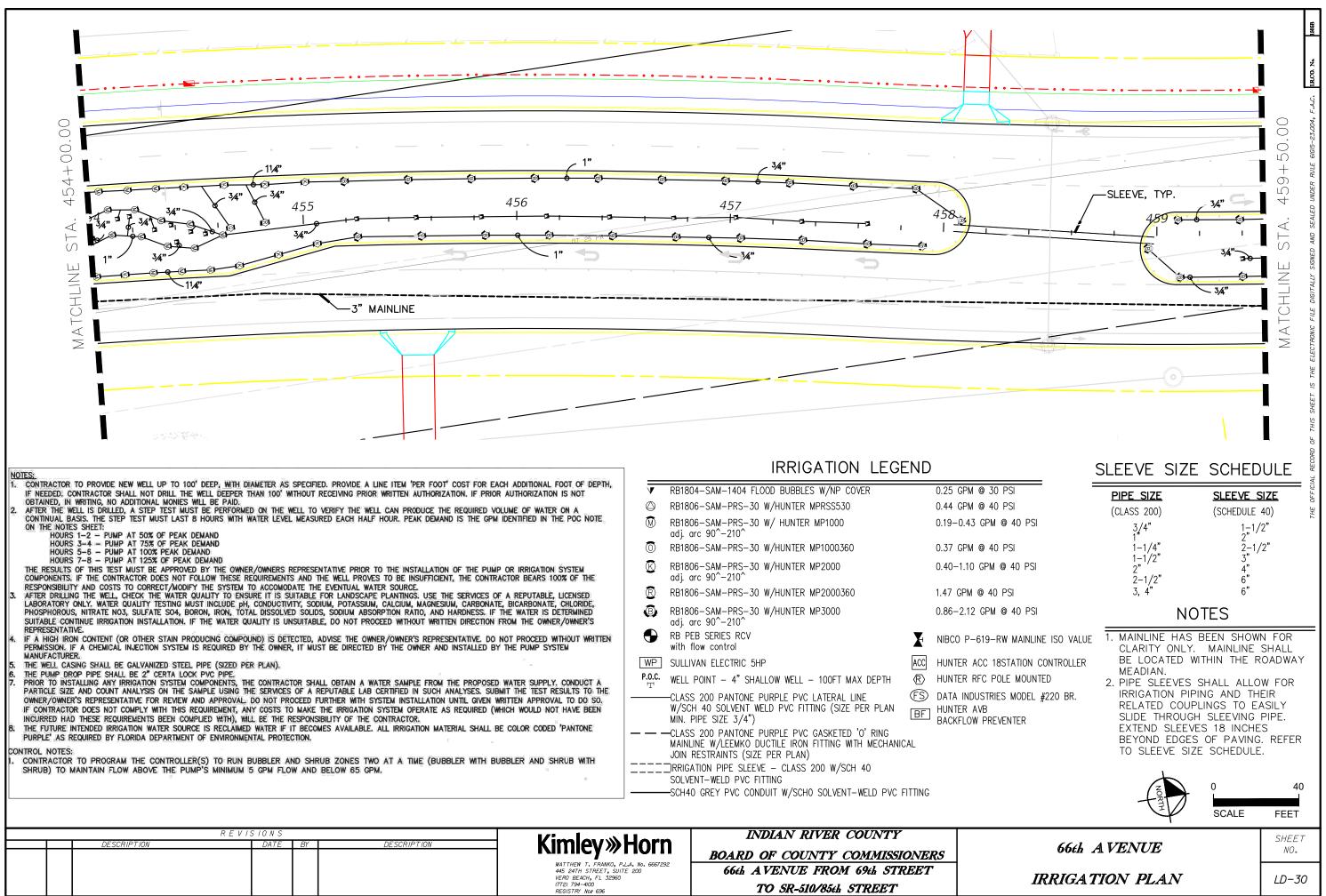


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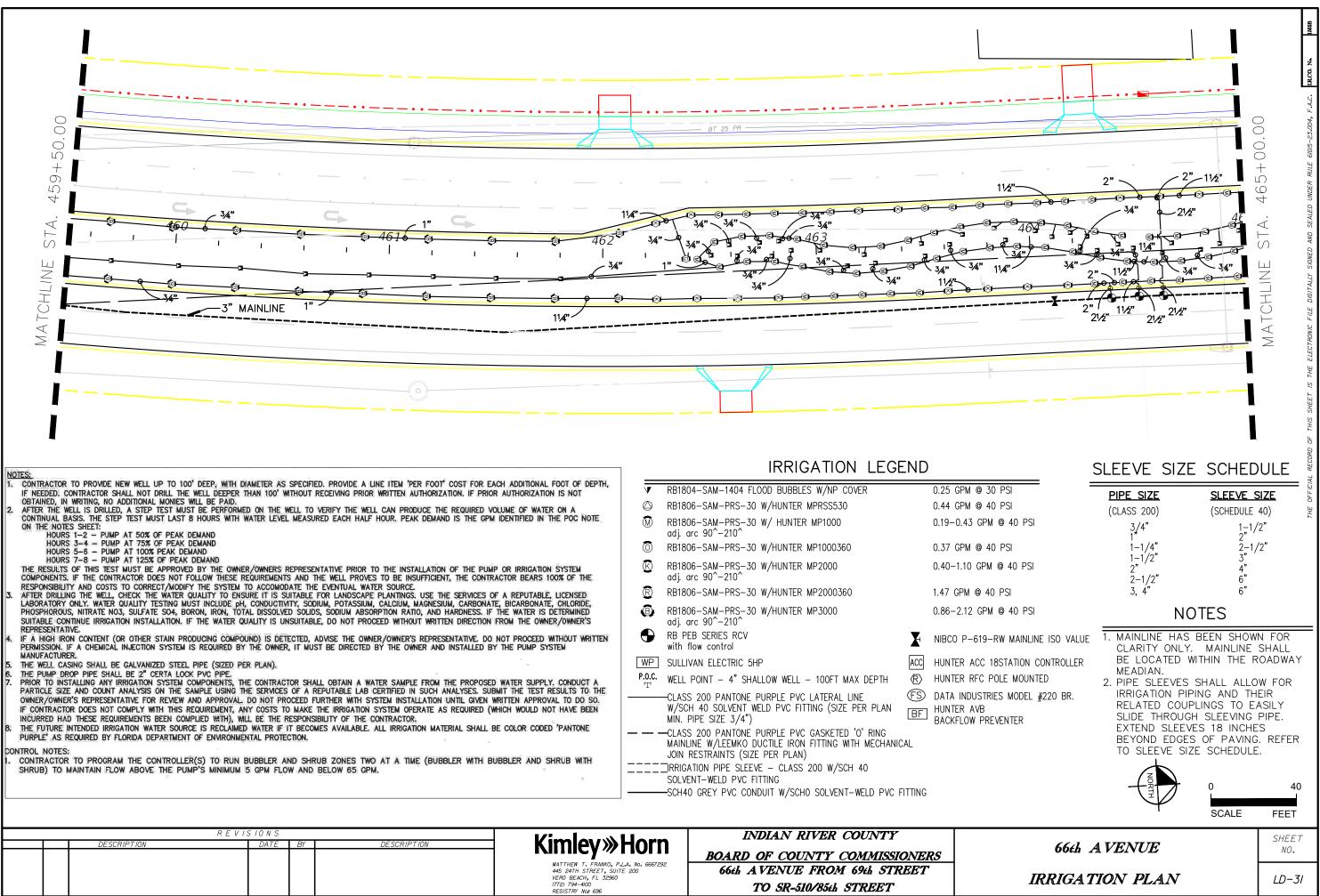


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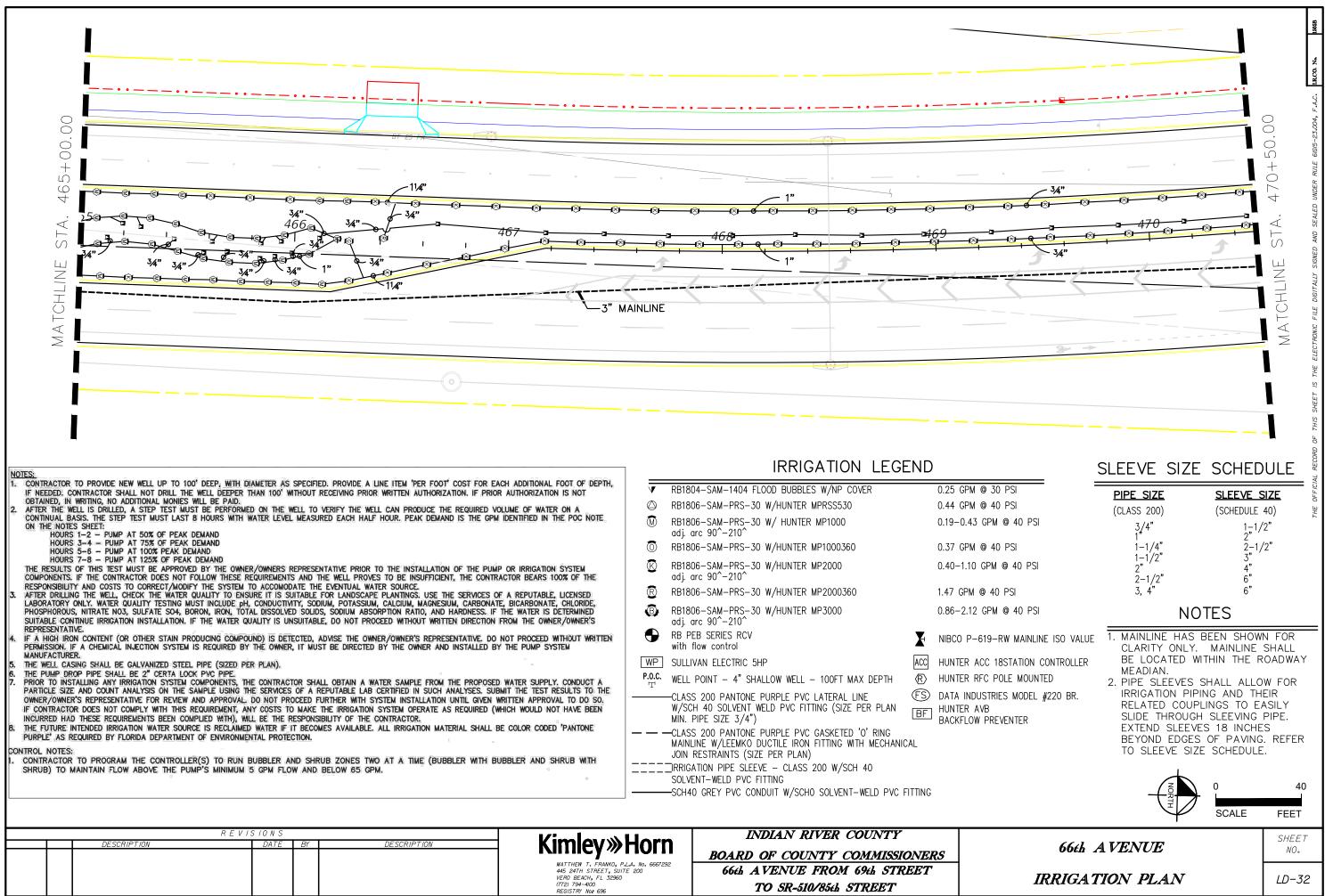


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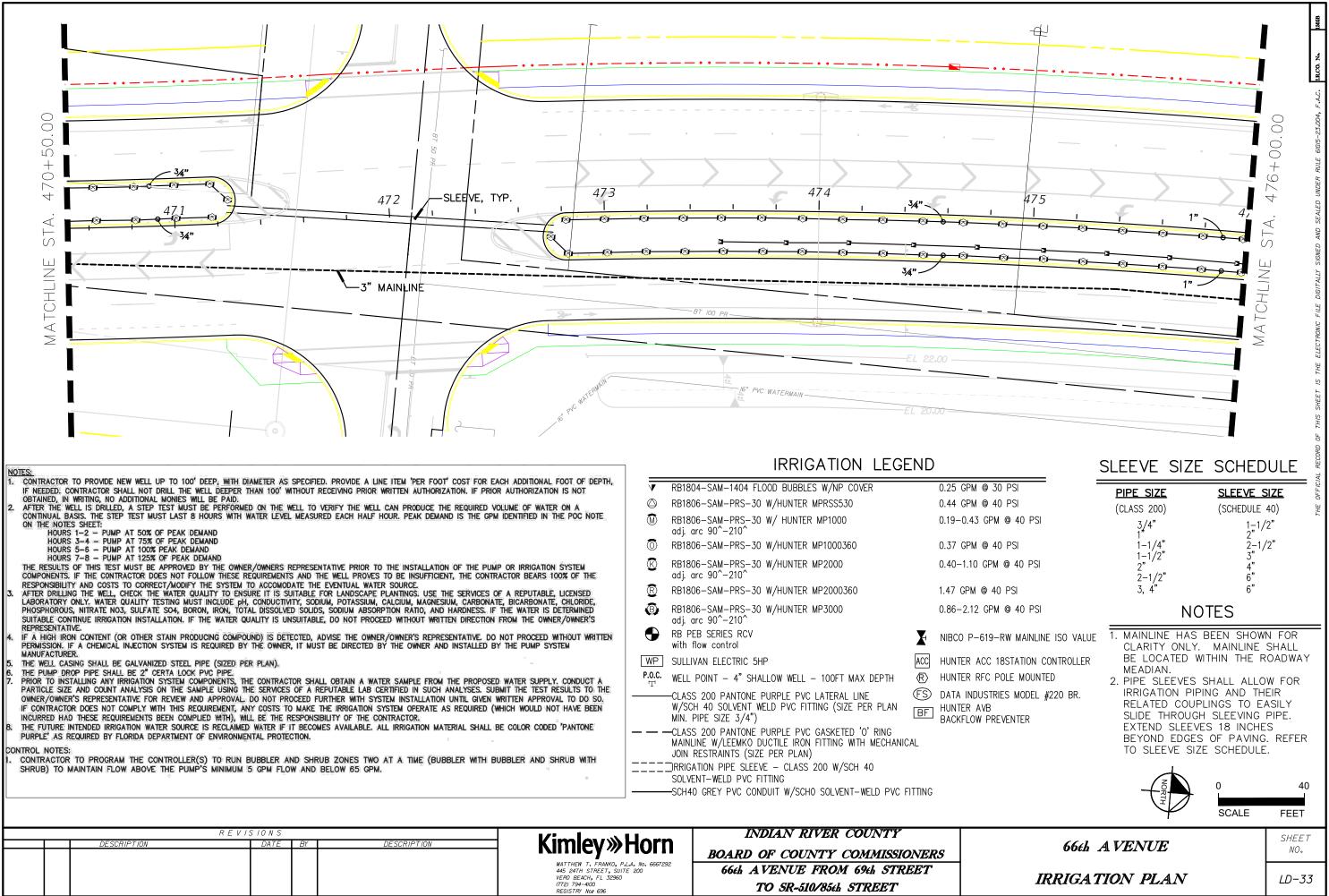
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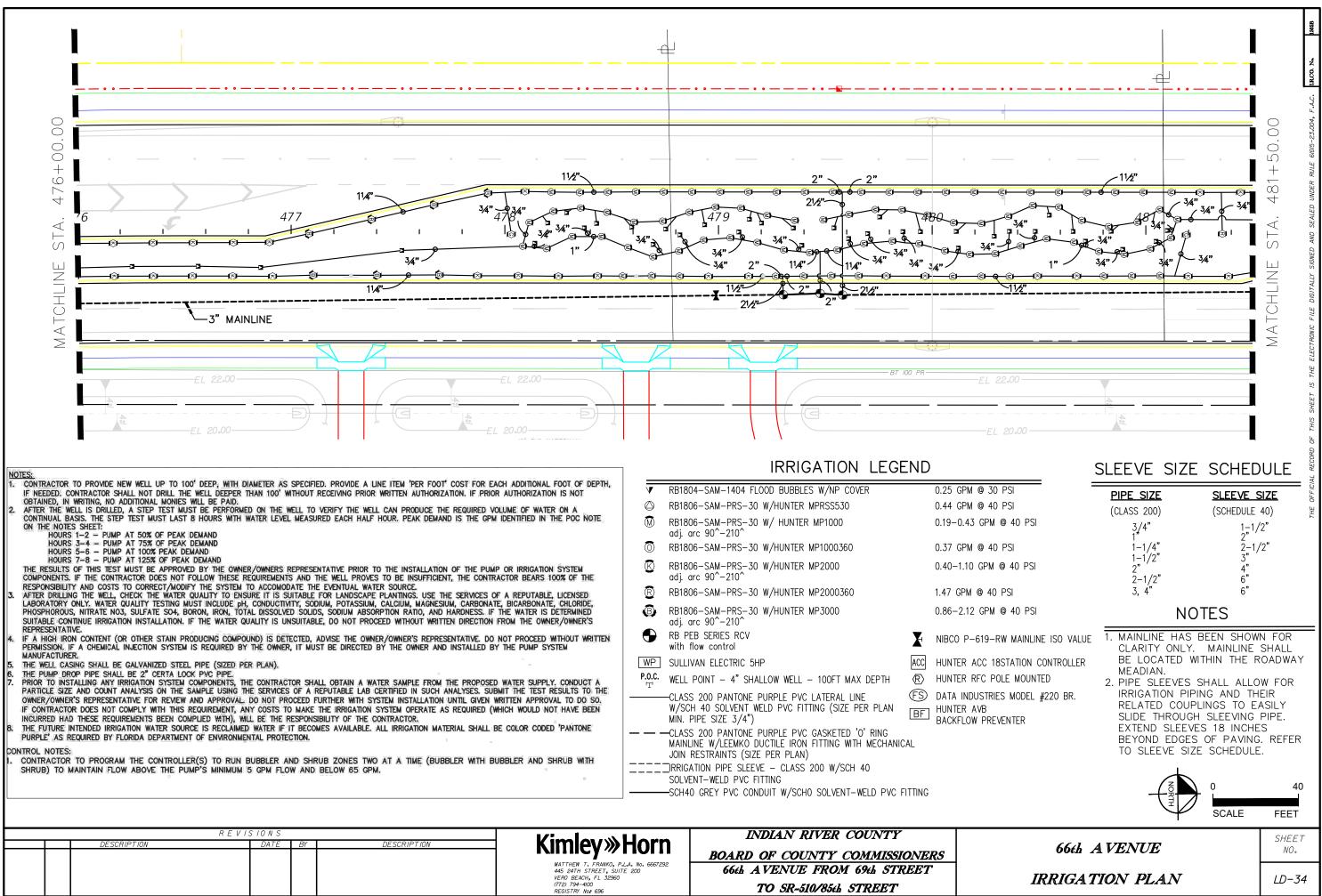


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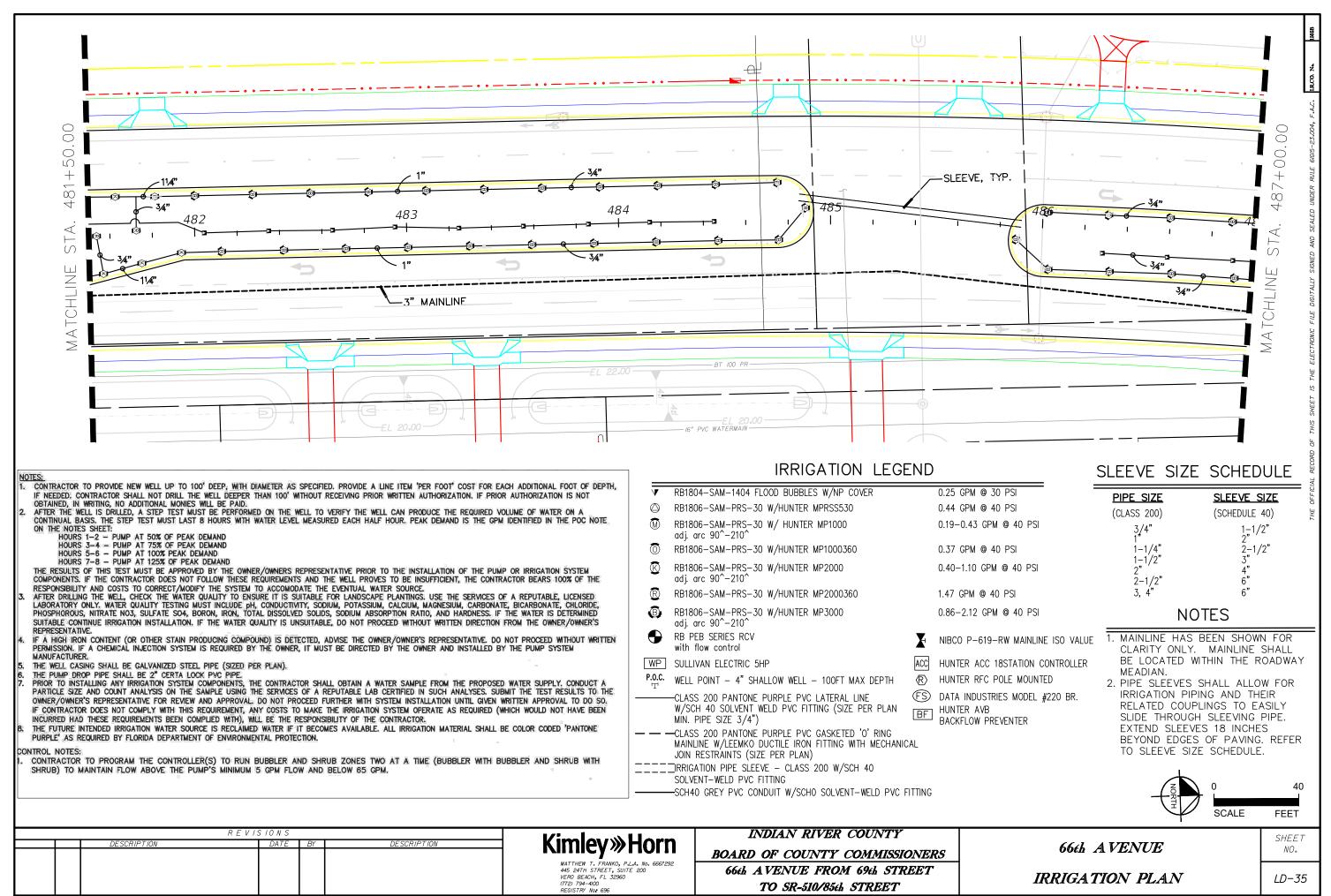


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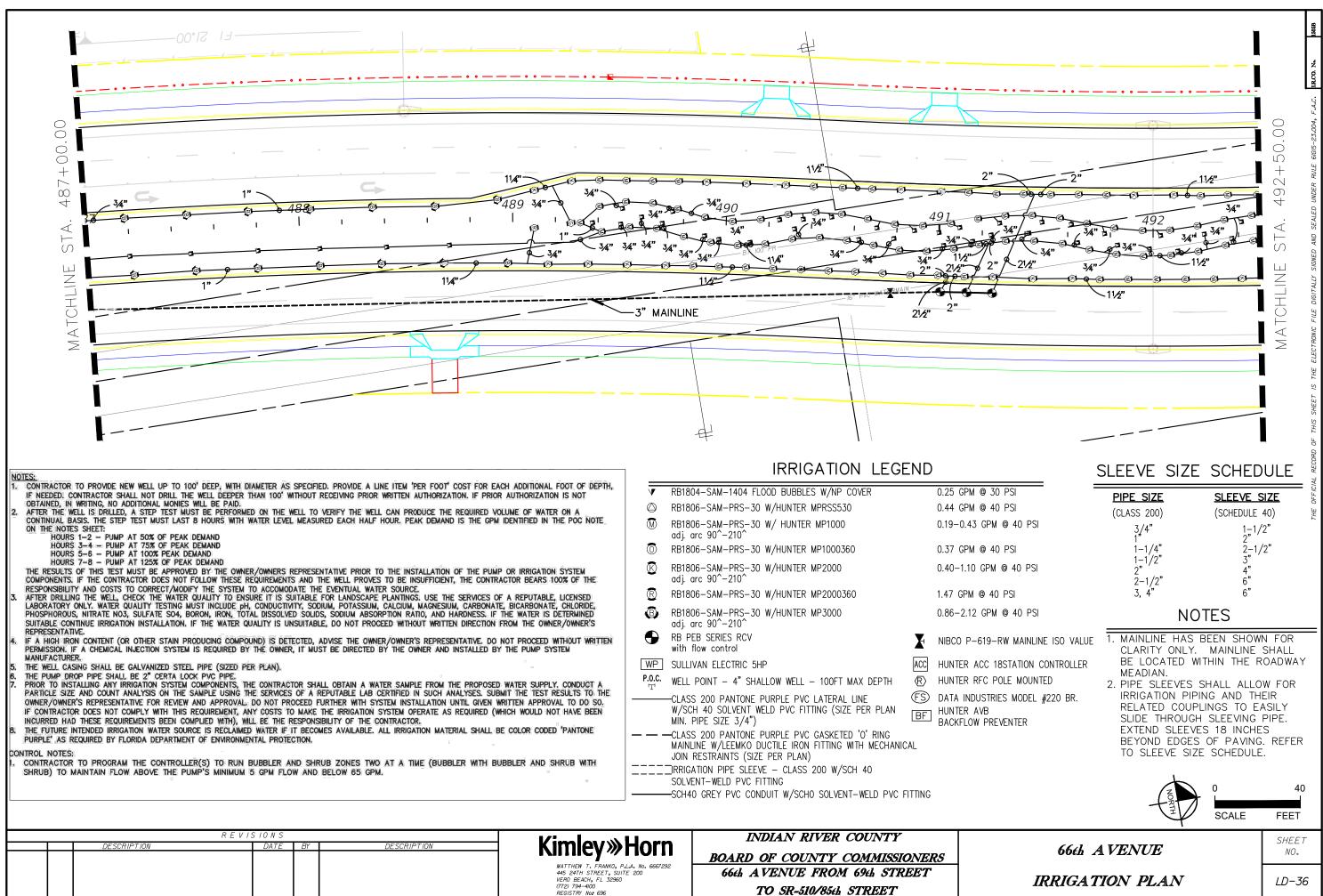
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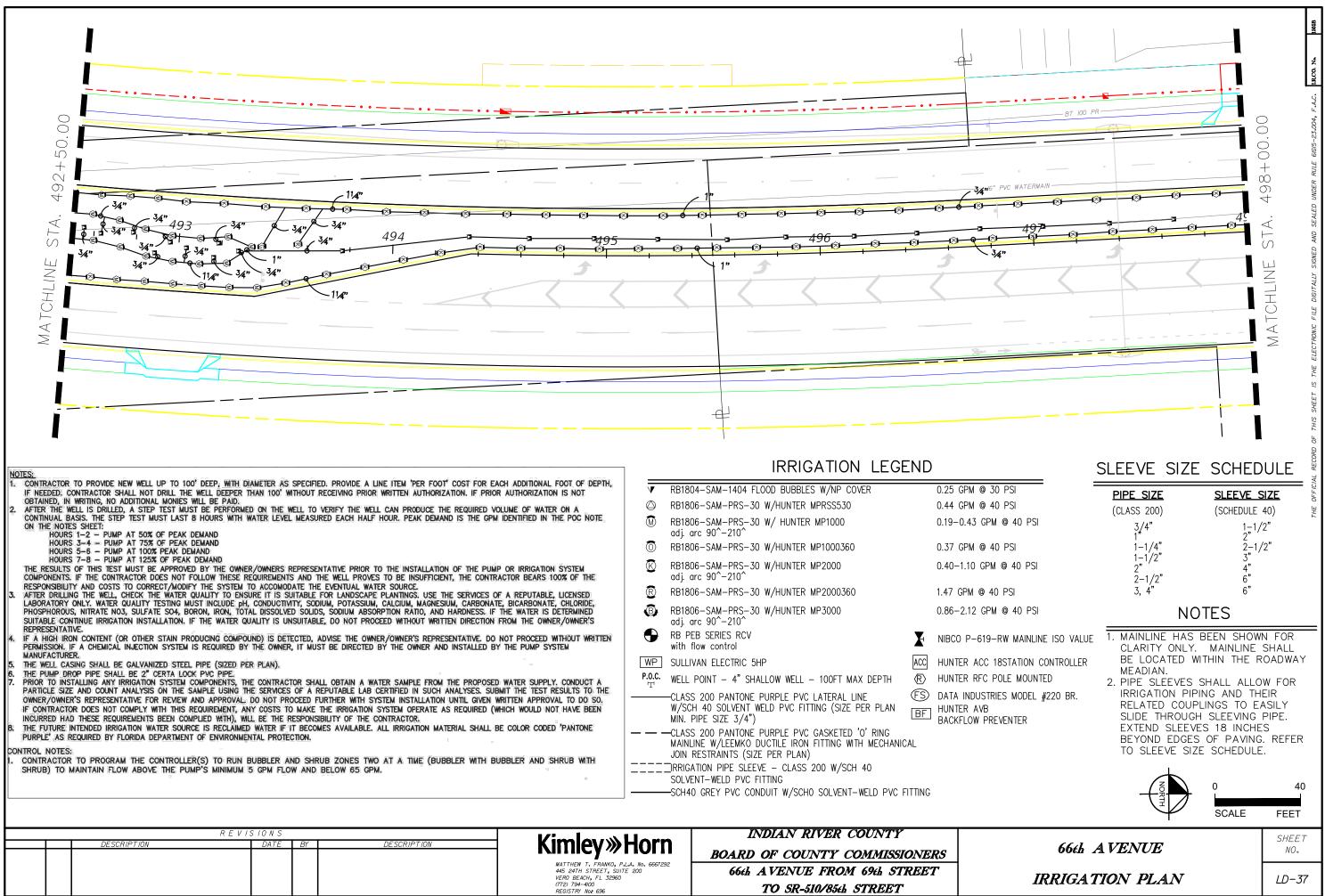


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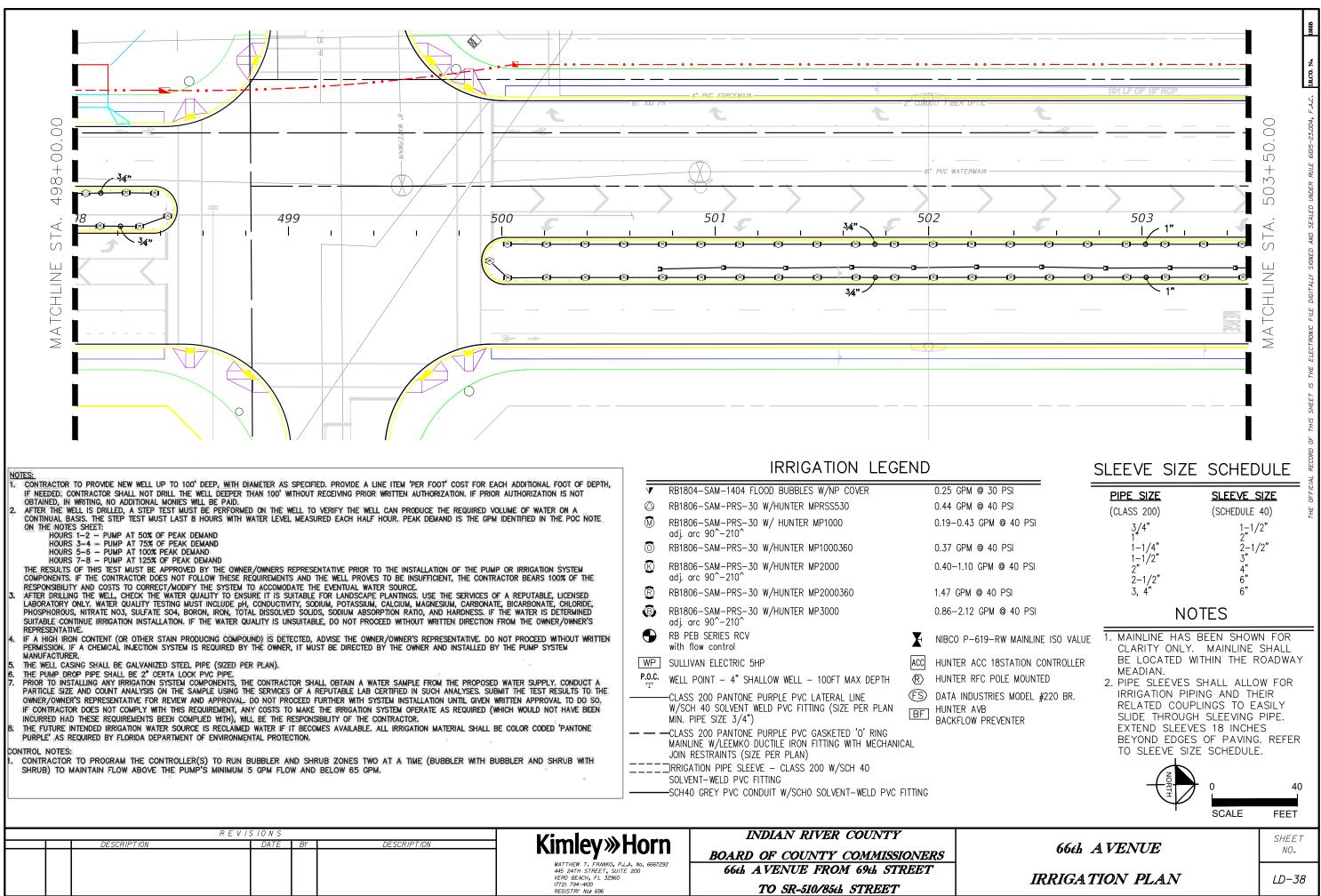


KO, P.L.A. No. 6667292 , SUITE 200 12960	66th AVENUE FROM 69th STREET

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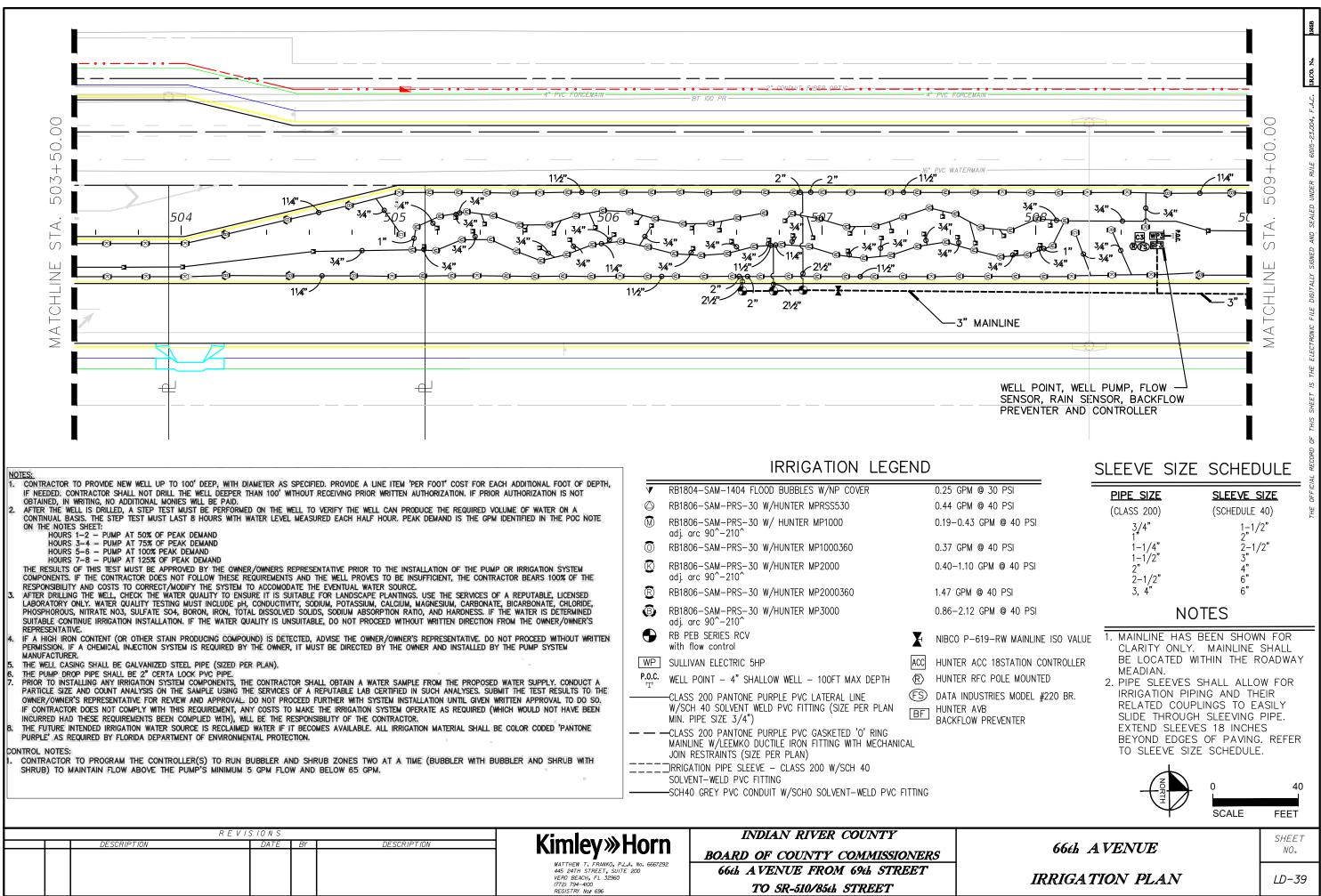


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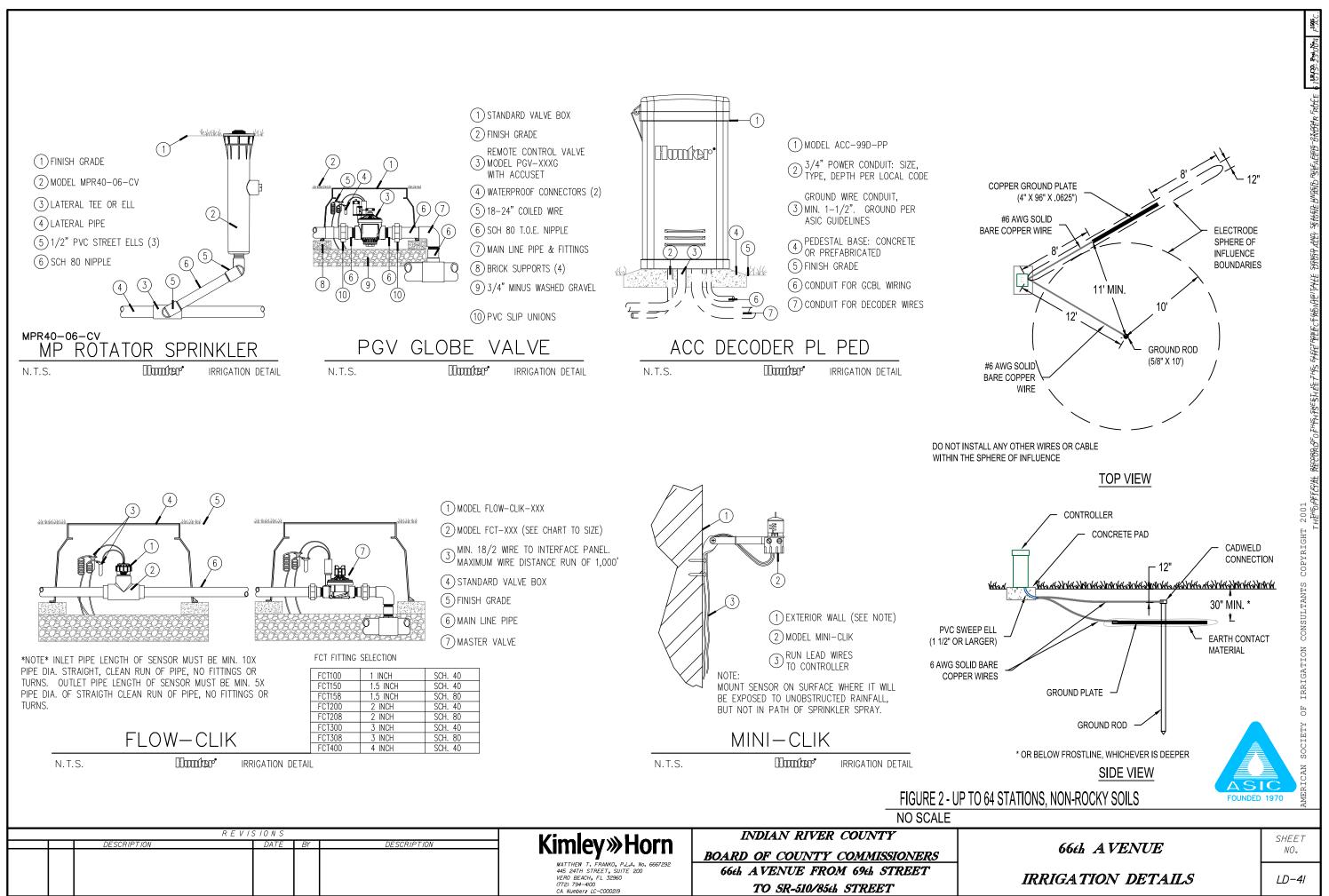
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REV DESCRIPTION	DATE	BY	DESCRIPTION	Kimley» MATTHEW T. FRANKO, F 445 24TH STREET, SUI VERO BEACH, FL 32960 (772) 794-400 REGISTER VIN: 666	.L.A. No. 6667292 TE 200	INDIAN RIVER COUNT BOARD OF COUNTY COMMIS 666L AVENUE FROM 696L S TO SR-510/856L STREE	SIONEK TREET	



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COMPONENTS OF CONTRACT PLANS SET

SIGNING AND MARKING PLANS SIGNALIZATION PLANS LANDSCAPE PLANS

INDEX OF ROADWAY PLANS

SHEET DESCRIPTION

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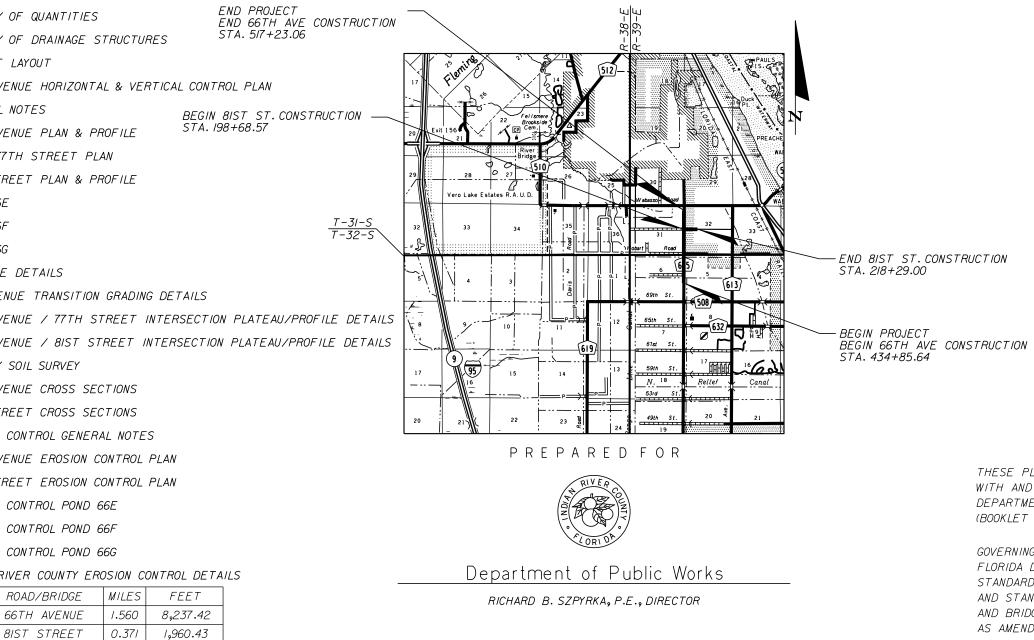
1	KEY SHEET	P
2-3	SUMMARY OF PAY ITEMS	
4-7	66TH AVENUE DRAINAGE MAP	INDIA
8	8IST STREET DRAINAGE MAP	
9–10	66TH AVENUE TYPICAL SECTION	
//	OMITTED	
12	8IST STREET TYPICAL SECTION	
13	SUMMARY OF QUANTITIES	END PROJECT — END 66TH AVE CONSTRUCTION
14-15	SUMMARY OF DRAINAGE STRUCTURES	STA. 517+23.06
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40-43	8IST STREET PLAN & PROFILE	29
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47–49A	POND 66F	$\frac{T-3I-S}{T-32-S}$
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55-55A	DRAINAGE DETAILS	
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57-58	66TH AVENUE / 77TH STREET INTER	RSECTION PLATEAU/PROFILE DETAILS
59-60	66TH AVENUE / 8IST STREET INTER	SECTION PLATEAU/PROFILE DETAILS
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62-122	66TH AVENUE CROSS SECTIONS	-
123-132	8IST STREET CROSS SECTIONS	
133-134	EROSION CONTROL GENERAL NOTES	
135-143	66TH AVENUE EROSION CONTROL PLAN	,
144-145	8IST STREET EROSION CONTROL PLAN	,
146	EROSION CONTROL POND 66E	
147	EROSION CONTROL POND 66F	
48- 5	EROSION CONTROL POND 66G	
152-155	INDIAN RIVER COUNTY EROSION CONTR	OL DETAILS
	66TH AVENUE 1.560 8,4	237.42
	8IST STREET 0.371 1.5	960.43

INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

ROADWAY CONTRACT PLANS

66th AVENUE FROM 69th STREET TO SR-510/85th STREET

AN RIVER COUNTY PROJECT No. IRC-1505B FDOT FPID No. 436379-2-54-01



ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:

BRIAN GOOD, P.E. KIMLEY-HORN AND ASSOCIATES, INC. 445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772)794 - 4100

PLANS PREPARED BY:

Kimley Worn

445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100 PROJECT NUMBER: 047035041 REGISTRY No. 35106

ROADWAY PLANS ENGINEER OF RECORD: BRIAN GOOD

> 56939 P.E. NO...

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

PROGRESS PLANS AUGUST 2022

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH AND ARE GOVERNED BY THE STATE OF FLORIDA. DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS. (BOOKLET DATED JANUARY, 2016)

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS FISCAL YEAR 2016. AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2016, AS AMENDED BY CONTRACT DOCUMENTS.

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SUMMARY OF PAY ITEMS

PAY	DESCRIPTION	UNIT	PROJECT
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
	ROADWAY PAY ITEMS	<u> </u>	
101-1	MOBILIZATION/ DEMOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
102-14	TRAFFIC CONTROL OFFICER (OFF DUTY LAW ENFORCEMENT)	PH	500
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1
110-1-1	CLEARING & GRUBBING	LS	1
110-5	PLUGGING WATER WELL - ARTESIAN	EA	6
110-7-1	MAILBOX F & I	EA	27
120-1	REGULAR EXCAVATION	CY	257,033
120-4	SUBSOIL EXCAVATION	CY	1,322
120-6	EMBANKMENT	CY	53,319
160-4	TYPE "B" STABILIZATION	SY	88,177
285-709	OPTIONAL BASE GROUP 9	SY	73,855
286-1	TURNOUT CONSTRUCTION	SY	799
334-1-13	SUPERPAVE ASPHALT CONCRETE (SP-12.5) (TRAFFIC C) (2.0")	TN	8,694
337-7-82	ASPHALTIC CONCRETE FRICTION COURSE (FC-9.5) (TRAFFIC C) (1.0")	TN	4,347
400-1-2	CLASS I CONCRETE (ENDWALL)	CY	3.3
400-2-2	CLASS II CONCRETE (ENDWALL)	CY	28.1
415-1-1	REINFORCING STEEL (ROADWAY)	LB	2,073
425-1-351	INLETS (CURB) (TYPE P-5) (<10')	EA	9
425-1-355	INLETS (CURB) (TYPE P-5) (PARTIAL)	EA	1
425-1-361	INLETS (CURB) (TYPE P-6) (<10')	EA	21
425-1-451	INLETS (CURB) (TYPE J-5) (<10')	EA	3
425-1-452	INLETS (CURB) (TYPE J-5) (>10')	EA	1
425-1-461	INLETS (CURB) (TYPE J-6) (<10')	EA	3
425-1-462	INLETS (CURB) (TYPE J-6) (>10')	EA	2
425-1-521	INLETS (DT BOT) (TYPE C) (<10')	EA	4
425-1-541	INLETS (DT BOT) (TYPE D) (<10')	EA	1
425-1-559	INLETS (DT BOT) (TYPE E) (>10') (CONTROL STRUCTURE)	EA	2
425-1-582	INLETS (DT BOT) (TYPE H, 4-GRATE) (>10') (CONTROL STRUCTURE)	EA	1
425-2-61	MANHOLES (P-8) (<10')	EA	3
425-2-63	MANHOLE (P-8) (PARTIAL) (TOP ONLY)	EA	2
425-2-71	MANHOLES (J-7) (<10')	EA	5
425-2-72	MANHOLES (J-7) (>10')	EA	2
430-175-118	PIPE CULVERT (RCP) (ROUND) (18" SS)	LF	2,113
430-175-118A	PIPE CULVERT (C.A.P.) (ROUND) (18" SS)	LF	122
430-175-118B	PIPE CULVERT (P.P.) (ROUND) (18" SS)	LF	320
430-175-124	PIPE CULVERT (RCP) (ROUND) (24" SS)	LF	1,638
430-175-124B	PIPE CULVERT (P.P.) (ROUND) (24" SS)	LF	225
430-175-130	PIPE CULVERT (RCP) (ROUND) (30" SS)	LF	1,565
430-175-130A	PIPE CULVERT (C.A.P.) (ROUND) (30" SS)	LF	20
430-175-130B	PIPE CULVERT (P.P.) (ROUND) (30" SS)	LF	48
430-175-136	PIPE CULVERT (RCP) (ROUND) (36" SS)	LF	1,564
430-175-136B	PIPE CULVERT (P.P.) (ROUND) (36" SS)	LF	100

PAY						
ITEM NO.	DESCRIPTION					
430-175-142	PIPE CULVERT (RCP) (ROUND) (42" SS)					
430-175-142B	PIPE CULVERT (P.P.) (ROUND) (42" SS)					
430-175-160	PIPE CULVERT (RCP) (ROUND) (60" SS)					
430-175-160A	PIPE CULVERT (C.A.P.) (ROUND) (60" SS)					
430-175-166	PIPE CULVERT (RCP) (ROUND) (66" SS)					
430-175-172	PIPE CULVERT (RCP) (ROUND) (72" SS)					
430-175-248	PIPE CULVERT (ERCP) (38" X 60" SS)					
430-982-125	MITERED END SECTION (CONC.) (18" CD) (4:1)					
430-982-129	MITERED END SECTION (CONC.) (24" CD) (4:1)					
430-984-133	MITERED END SECTION (CONC.) (30" SD) (2:1)					
440-1-20	UNDERDRAIN (TYPE II)					
520-1-10	CONCRETE CURB & GUTTER (TYPE F)					
520-1-11	CONCRETE CURB & GUTTER (TYPE F) (MOD.)					
522-2	CONCRETE SIDEWALK & DRIVEWAY , 6" THICK					
527-2	DETECTABLE WARNINGS					
530-3-4	RIPRAP, RUBBLE (F&I) (DITCH LINING)					
550-10-222	FENCING (TYPE B) (6.0') (WITH VINYL COATING)					
550-60-225	FENCE GATE (TYPE B) (DOUBLE) (24.0' OPENING)					
570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)					
630-2-11A	CONDUIT (OPEN TRENCH) (F&I) (2")					
635-2-12	PULL AND SPLICE BOX (F&I) (17"X30") (PULL BOX)					
635-2-13	PULL AND SPLICE BOX (F&I) (30"X48") (SLACK BOX)					
999-1	RECORD DRAWINGS					

	REV	1 S I O N S			Vimles () Horn	INDIAN RIVER COUNTY		
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley Horn	BOARD OF COUNTY COMMISSIONERS	;	
					P.E. LICENSE NUMBER 56939 445 24th STREET, SUITE 200 VERO BEACH, FL 32960	66th AVENUE FROM 69th STREET	_ Ľ	5UMM.
					(772) 794-4100 REGISTRY No. 35106	TO SR-510/85th STREET		
							8/2/2022	12:50:29

PROJECT UNIT QUANTITY LF 91 LF 110 LF 2,608 LF 80 LF 48 LF 132 LF 86 EA 11 EA 3 EA 3 LF 1,696 LF 19,211 LF 14,900 SY 10,093 SF 190 ΤN 555 LF 2,983 EA 3 60,000 SY LF 7,893 EA 11 EA 9 LS 1

ARY OF PAY ITEMS

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SHEET NO.

2

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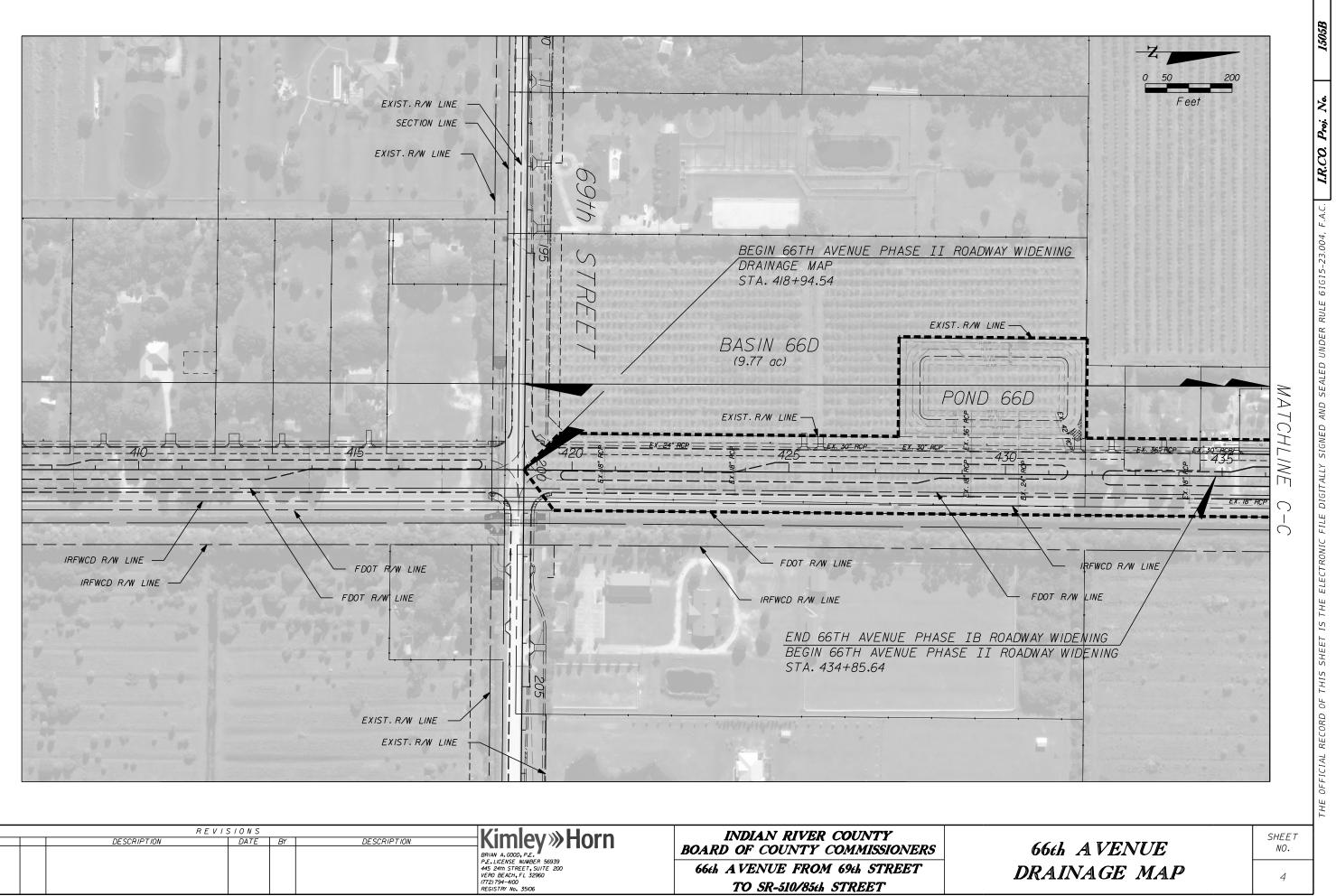
PAY ITEM FOOTNOTES

- 102-1 COST OF MAINTENANCE OF TRAFFIC SHALL INCLUDE BUT NOT BE LIMITED TO TEMP. BARRIER WALL, CONSTRUCTION SIGNS, TEMPORARY REFLECTIVE PAVEMENT MARKERS, TEMPORARY PAVEMENT MARKINGS, INCIDENTAL TEMPORARY PAVEMENT, DUST CONTROL AND ALL ITEMS NECESSARY TO MEET THE MAINTENANCE OF AS PRESCRIBED IN SECTION 600 OF THE FDOT STANDARD INDEXES.
- 104-2 COST TO INCLUDE, BUT NOT LIMITED TO, ALL MATERIAL, LABOR, MAINTENANCE AND REMOVAL NECESSARY TO PREVENT SEDIMENT TRANSPORT BEYOND THE PROJECT LIMITS INCLUDING SILT FENCE, INLET PROTECTION, STAKED TURBIDITY BARRIERS AND FLOATING TURBIDITY BARRIERS.
- IIO-I-I COST OF CLEARING & GRUBBING TO INCLUDE THE COST OF REMOVAL OF EXISTING IRRIGATION PUMP STATIONS & MOTOR BOXES, FENCING, SIDEWALKS, CURBING, ABANDONED UTILITIES, (INCLUDING CABLES, METER VAULTS & OTHER STRUCTURES), EXISTING WALKS, RIP RAP, VARIOUS TYPES OF FENCES, BASE MATERIAL, VEGETATION, ROOTS DRAINAGE STRUCTURES, PIPE, ANY REQUIRES SAW CUTTING, BACKFILLING THE REMOVED EXCAVATIONS, PLUS ALL OTHER ITEMS NECESSARY TO BE REMOVED TO CONSTRUCT PROJECT. PRIOR TO REMOVAL OF ANY CITRUS TREES, THE CONTRACTOR IS TO COORDINATE WITH COUNTY REPRESENTATIVE TO QUANTIFY TREE IMPACTS.
- 110-7-1 MAILBOXES TO BE REPLACED IN LIKE KIND. COST TO INCLUDE ALL PHASING RELOCATIONS.
- 120-1 ALL GRADING INCLUDING FINAL GRADING TO BE INCLUDED IN THE COST OF EXCAVATION & EMBANKMENT. COST OF ANY ROCK REMOVAL TO BE INCLUDED IN THIS ITEM.
- 120-4 SUBSOIL EXCAVATION IS REQUIRED IN SUBLATERAL CANALS & DITCHES LOCATED UNDER PROPOSED ROADWAY AND DRAINAGE CULVERT IMPROVEMENTS WHEN UNSUITABLE MATERIALS ARE ENCOUNTERED IN PIPE TRENCHING. THE CONTRACTOR SHALL REMOVE THE UNSUITABLE MATERIAL 2.0 FEET BELOW TRENCH BOTTOM, COST OF REPLACEMENT EMBANKMENT TO BE INCLUDED IN PAY ITEM 120-4. CONTRACTOR TO COORDINATE WITH COUNTY REPRESENTATIVE PRIOR TO EXCAVATING.
- 285-709 THE COST OF THE PRIME COAT SHALL BE INCLUDED IN THE PRICE OF THE BASE.
- 286-I THE COST OF ASPHALTIC TURNOUT CONSTRUCTION SHALL INCLUDE 2" TYPE S ASPHALTIC CONCRETE, 5" BASE MATERIAL, EARTHWORK, GRADING, & ALL INCIDENTAL WORK NECESSARY FOR CONSTRUCTION.
- 334-I-I3 THE TACK COAT SHALL BE INCLUDED IN THE COST OF ASPHALTIC CONCRETE.
- 337-7-82
- 440-1-20 THE COST TO INCLUDE, BUT NOT LIMITED TO, PERFORATED AND NON-PERFORATED HDPE CULVERT, AGGREGATE, FILTER FABRIC, FITTINGS CLEANOUT FRAME & COVER AND CONCRETE.
- 520-1-10 THE CONCRETE USED SHALL HAVE A MINIMUM 28-DAY STRENGHT OF 3,000 PSI.
- 520-I-II COST OF MAITENANCE ACCESS MEDIAN DROP CURB IS TO BE PAID FOR AS PARENT CURB. THE CONCRETE USED SHALL HAVE A MINIMUM 28-DAY STRENGHT OF 3,000 PSI.
- 522-2 PEDESTRIAN RAMPS TO BE INCLUDED IN PRICE OF SIDEWALK. ALL SIDEWALK JOINTS ARE TO BE SAWCUT AS PER FDOT SPECIFICATION. TOOLED JOINTS WILL NOT BE PERMITTED. THE COST OF CONCRETE TURNOUT CONSTRUCTION SHALL INCLUDE 6" CONCRETE, EARTHWORK, GRADING, AND ALL INCIDENTAL WORK NECESSARY FOR CONSTRUCTION. THE CONCRETE USED SHALL HAVE A MINIMUM 28-DAY STRENGHT OF 3,000 PSI AND SHALL BE FIBER REINFORCED.
- 527-2 DETECTABLE WARNING SURFACES SHALL CONSIST OF CAST-IN-PLACE COMPOSITE TACTILE UNITS MANUFACTURED BY ADA SOULUTIONS, INC. (I-800-372-0519) OR APPROVED EQUIVALENT. DETECTABLE WARNING SURFACES SHALL EXTEND TWO FEET FROM BACK OF CURB AND SPAN THE ENTIRE RAMP RUN WIDTH. DETECTABLE WARNING SURFACE COLOR SHALL BE "FEDERAL YELLOW".
- 530-3-4 COST OF RUBBLE TO INCLUDE COST AND PLACEMENT OF MARAFIFABRIC, BEDDING STONE AND KEYSTONE AGGREGATE.
- 550-10-222 FENCING AND ITS APPURTENANCES TO HAVE A BLACK VINYL COATING.
- 550-60-225
- 570-I-2A THE COST OF SODDING SHALL INCLUDE SOD, FERTILIZER, MOWING, WATER, TOOLS, EQUIPMENT, LABOR, AND ALL INCIDENTAL ITEMS NECESSARY. BAHIA SOD SHALL BE PLACED ON ALL DISTURBED, NON-IRRIGATED AREAS AND SHALL NOT CONFLICT WITH PROPOSED LANDSCAPING DEPICTED WITHIN THE 66TH AVENUE LANDSCAPE COMPONENT PLAN SET. REFER TO LANDSCAPE PLANS FOR LIMITS OF PROPOSED LANDSCAPING IMPROVEMENTS AND IRRIGATED AREAS.

		/			Vimley W Horn	INDIAN RIVER COUNTY		
	DESCRIPTION	DATE	BY	DESCRIPTION		BOARD OF COUNTY COMMISSIONERS		
					P.E.LICENSE NUMBER 56939 445 24th STREET, SUITE 200 VERO BEACH, FL 32960	66th AVENUE FROM 69th STREET	- S	SUMMAR
					(772)794-400 REGISTRY No. 35/06	TO SR-510/85th STREET		
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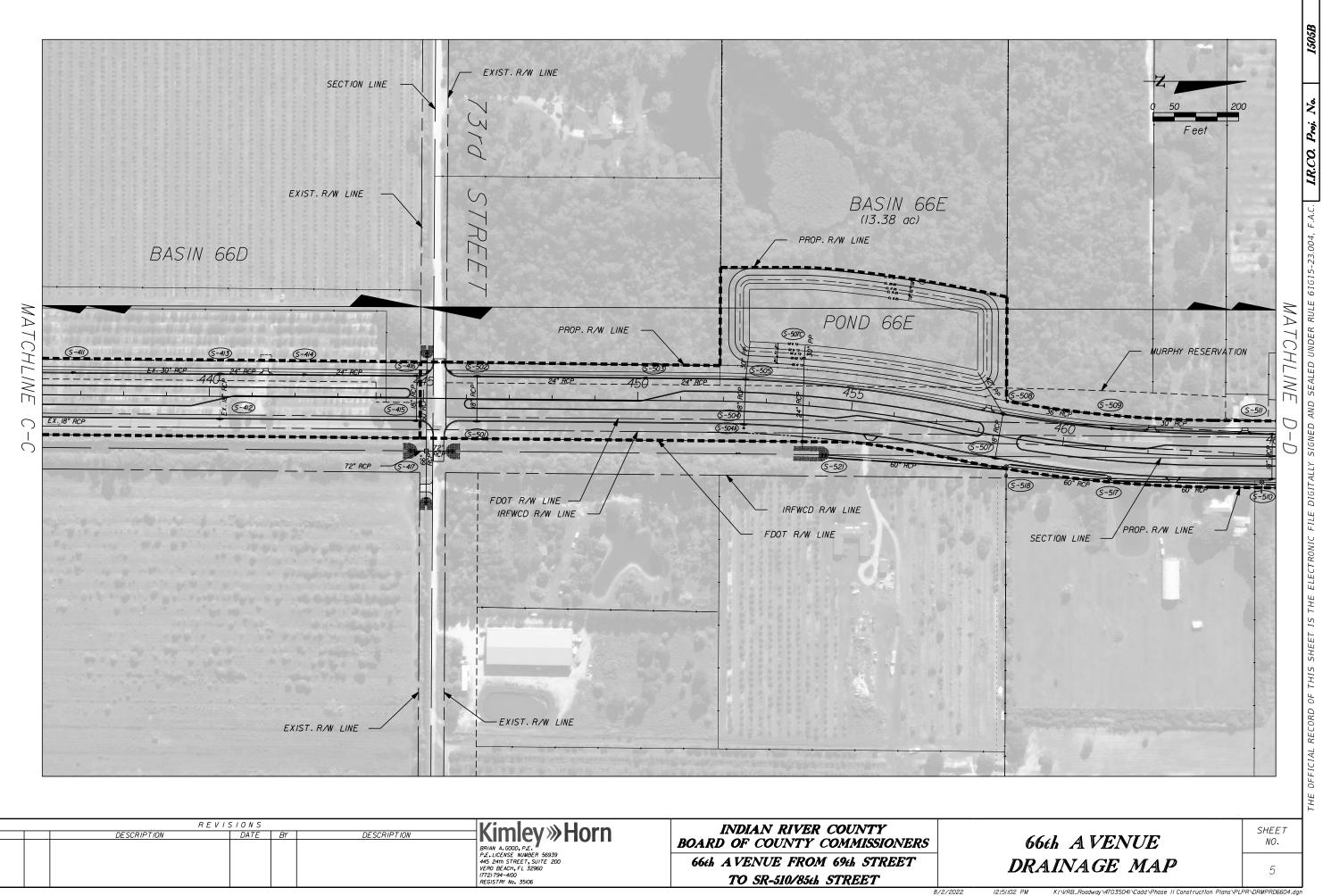
		1505B
		I.R.CO. Proj. No.
		THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61615-23.004, F.A.C. I.R.CO. Proj. No.
MARY OF PAY ITEMS	SHEET NO. 3	

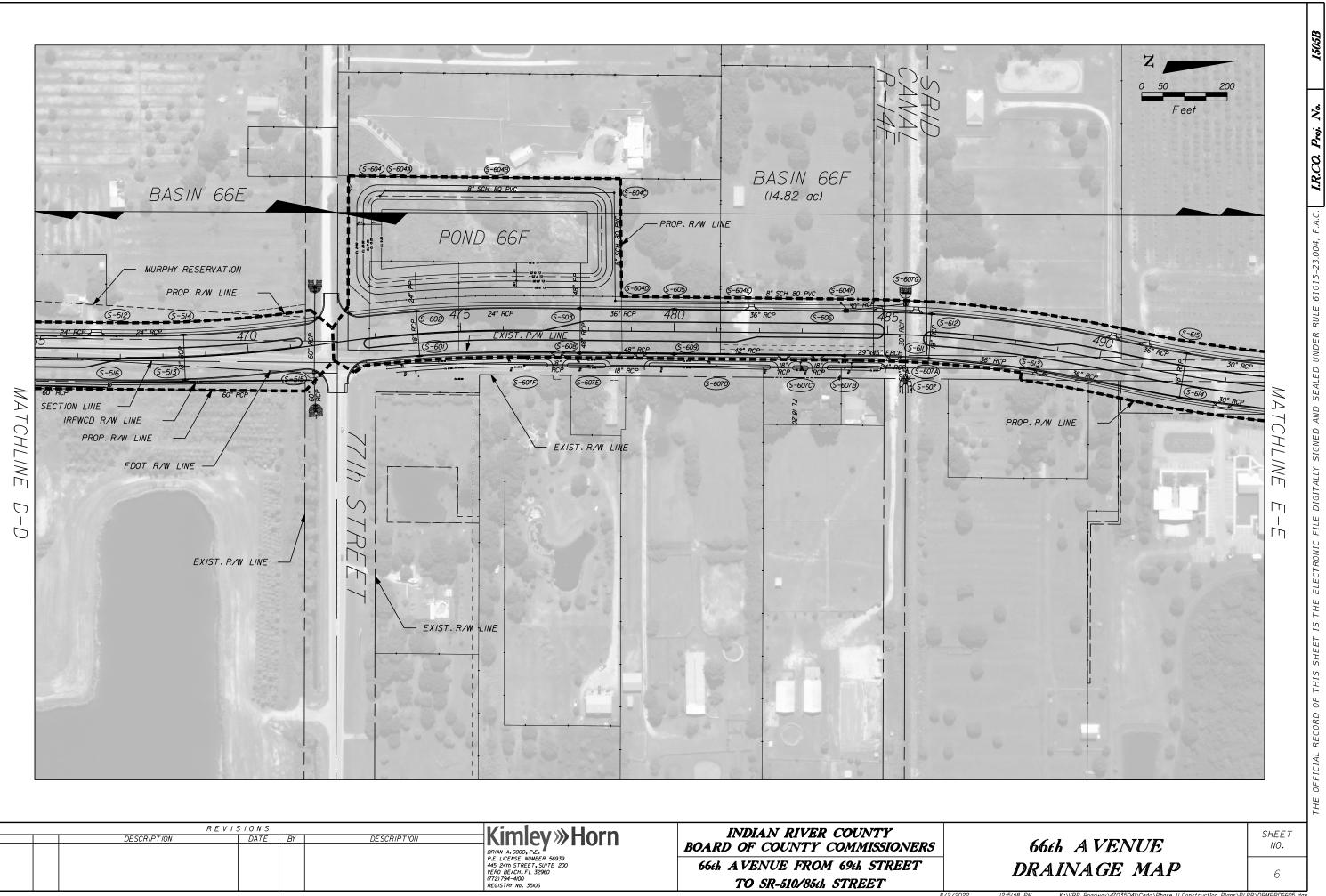
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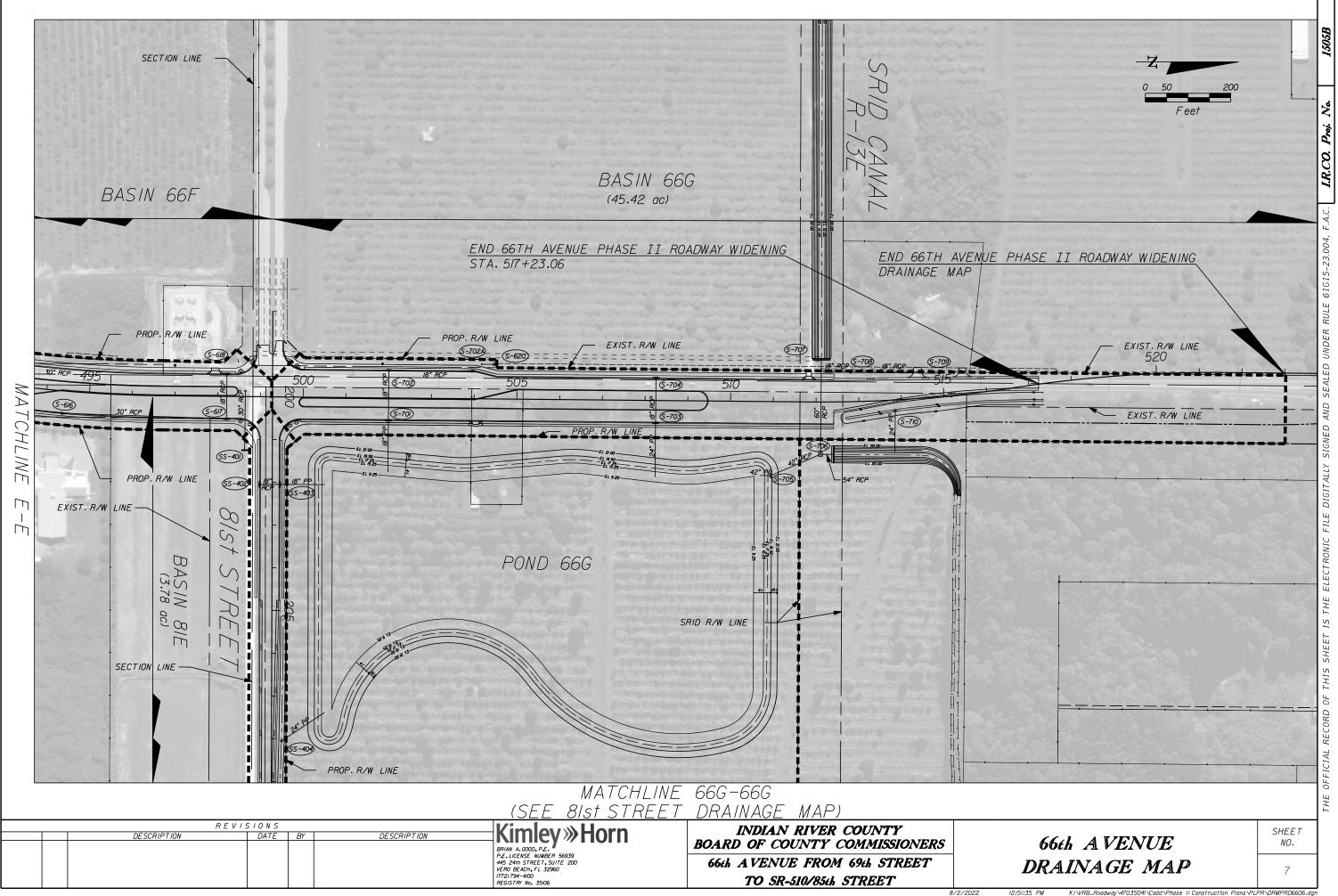
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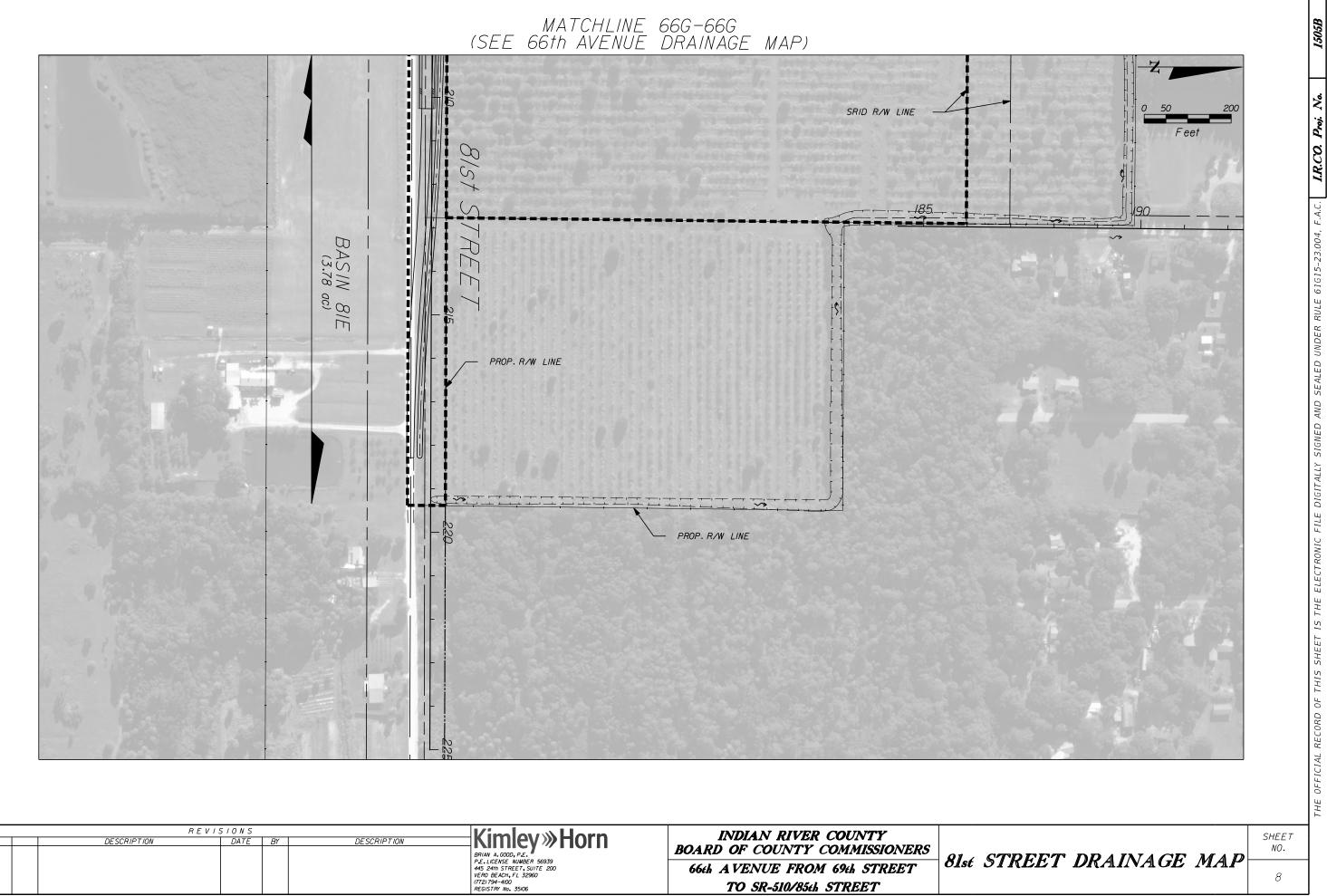
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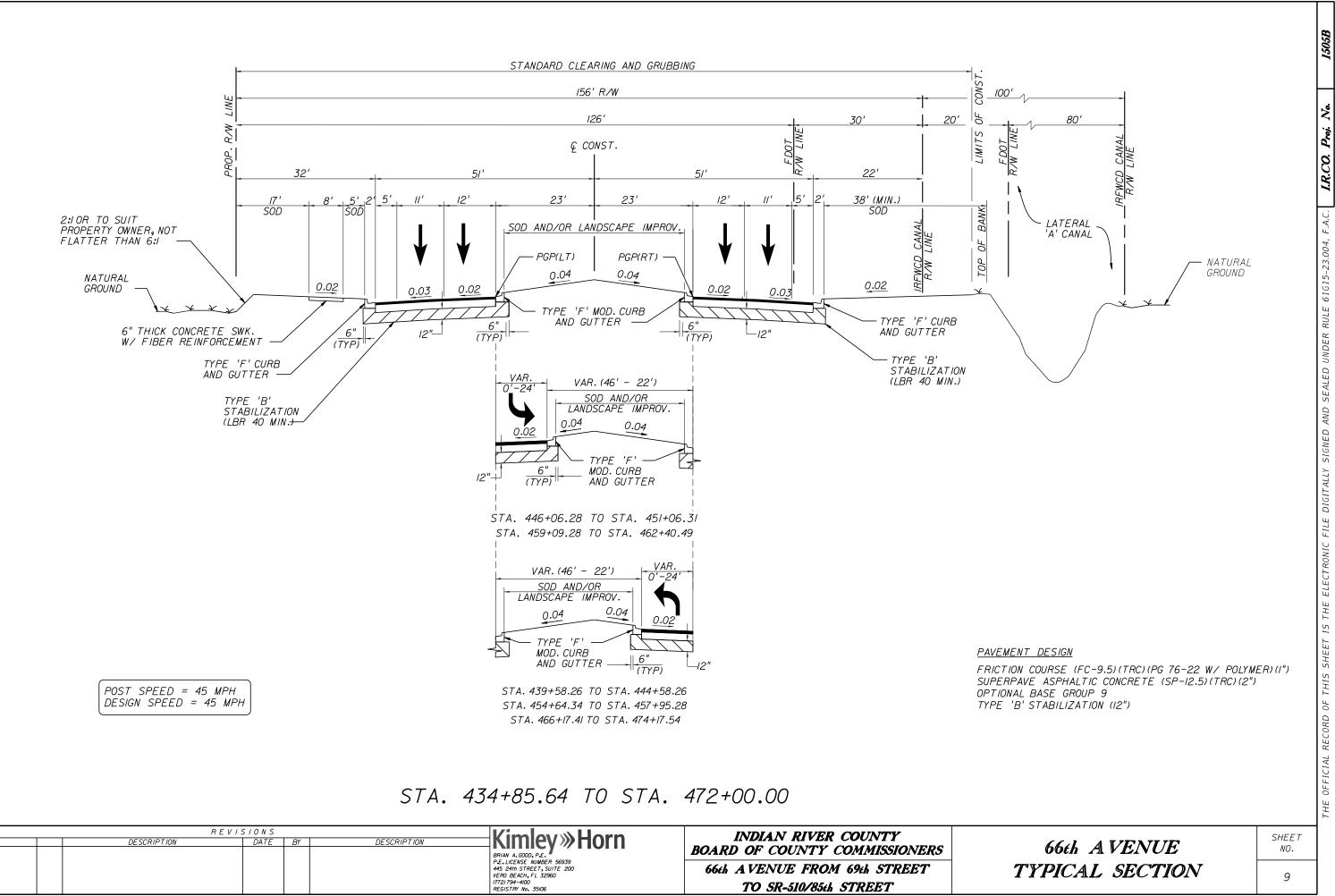


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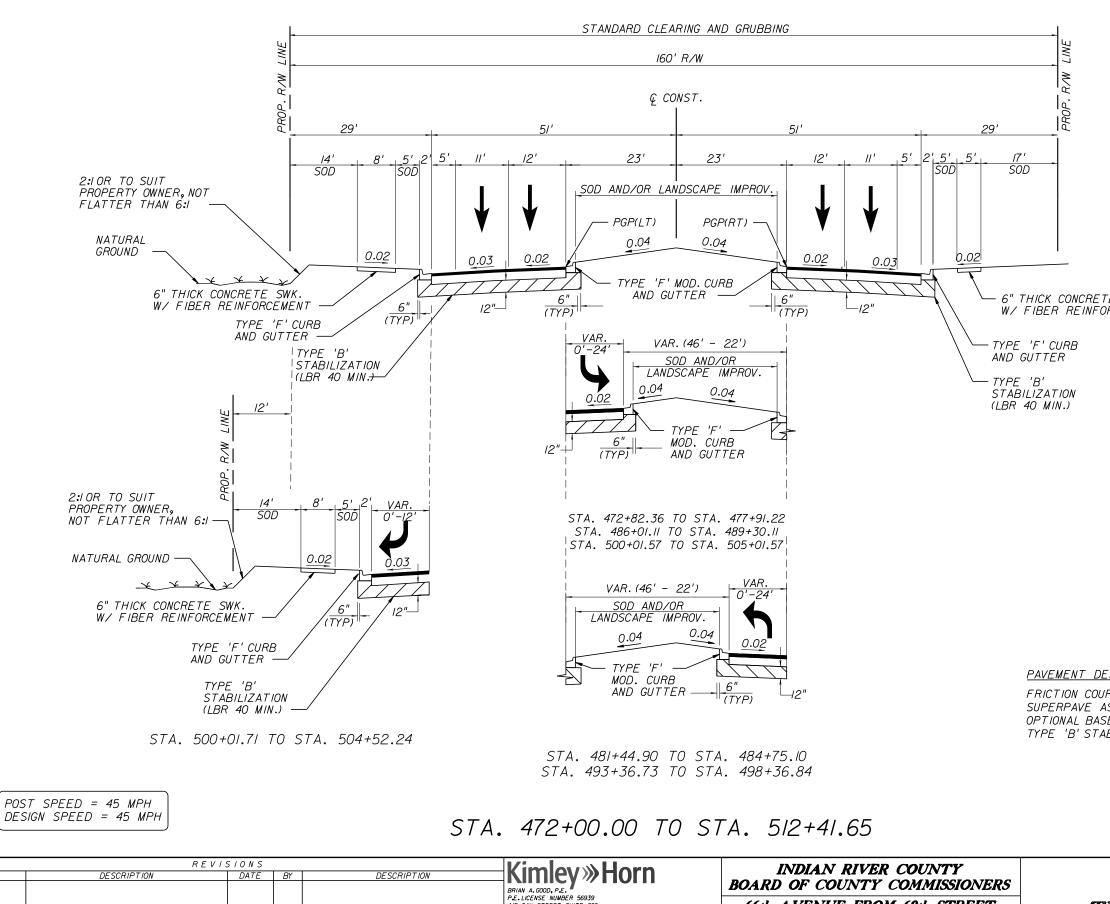
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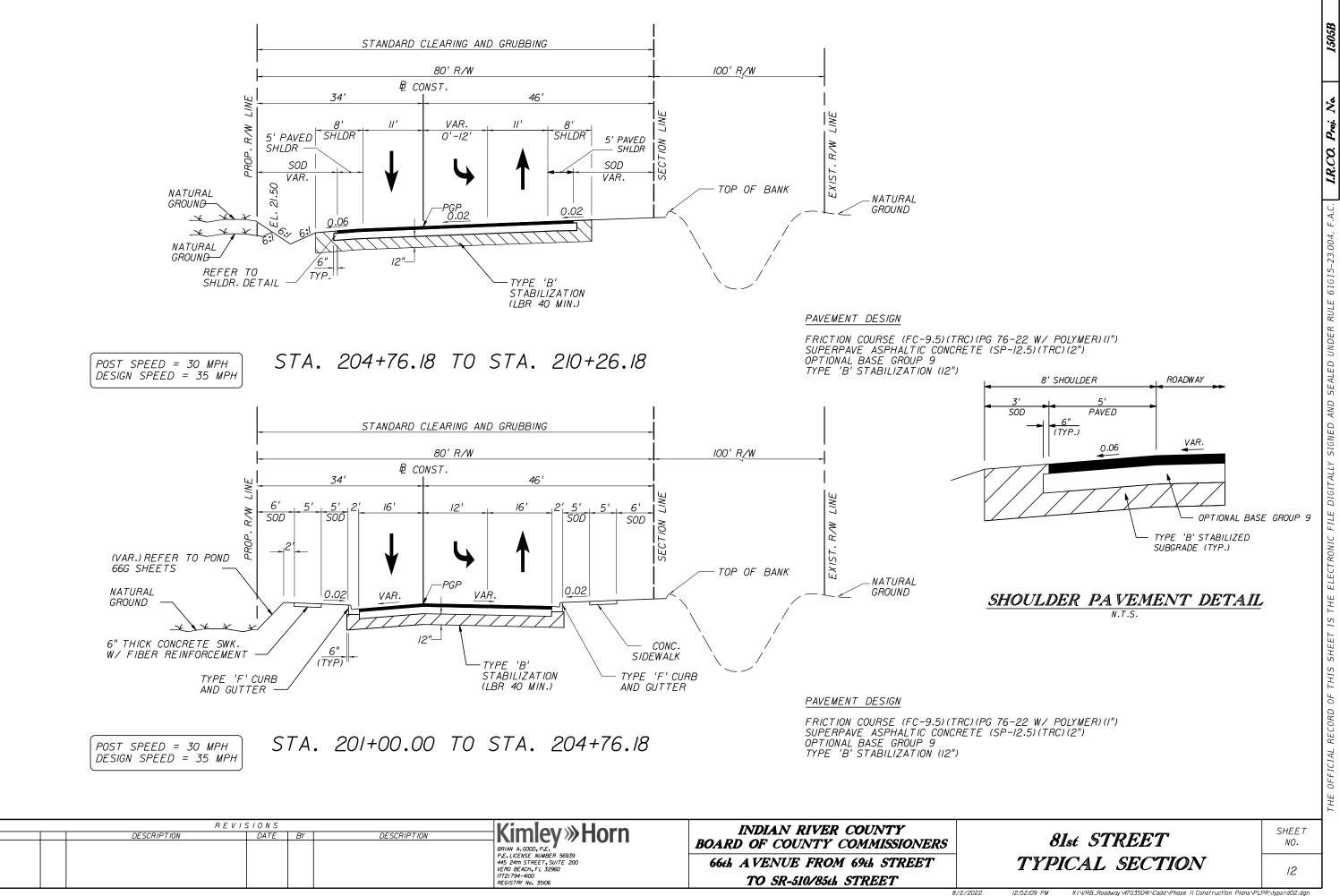
445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100 REGISTRY No. 35106 TO SR-510/85th STREET 8/2/2022

66th AVENUE FROM 69th STREET

		1505B
		I.R.CO. Proj. No.
<u>DESIGN</u> COURSE (FC-9.5)(TRC)(PG 76-22 W/ POLYMER)(E ASPHALTIC CONCRETE (SP-12.5)(TRC)(2") BASE GROUP 9 STABILIZATION (12")	(/")	THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
		THE OFFICIAL F
66th A VENUE	SHEET NO.	
TYPICAL SECTION	10	

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SUMMARY OF FENCE										
66th Ave		SIDE	TYPE 'B'		GATE		FIELD BOOK			
STA	TION	SIDE	6' HE	IGHT		COMMENT	REFERENCE			
FROM	TO		PLAN	FINAL	24' WIDE					
POND 66E										
378+43.40	382+69.54	LT	1765		2	BLACK VINYL				
					-					
POND 66F										
401+52.53	405+00.39	LT	1243		1	BLACK VINYL				
	TOTAL:		3008		3					

SUMMARY OF DITCH PAVEMENT									
LOCATION		RIPRAF SIDE (DITCH LIN		BEDDING STONE		COMMENT	FIELD BOOK		
STA. TO STA./STRUCTURE	OIDL	Т	N	Τ	N	CONNENT	REFERENCE		
STAL TO STAL STAGOTORE		PLAN	FINAL	PLAN	FINAL				
66TH STREET									
444+67.84	RT	103							
445+07.32	LT	78							
445+08.35	RT	78							
445+71.84	RT	103							
454+18.77	RT	201							
471+38.19	RT	86							
471+77.46	LT	86							
485+37.34	LT	29				S - 608			
485+39.75	LT	13				S - 610A			
TOTAL		777							

	SU	IMMARY C	OF EARTHN	/ORK		
STREET NAME / DESCRIPTION	SUBSOIL E	XCAVATION	REGULAR E	EXCAVATION	EMBANK	MENT
STREET NAME / DESCRIPTION	VOL (CY)	VOL (CY)	VOL (CY)	VOL (CY)	VOL (CY)	VOL (CY)
FROM STATION TO STATION	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL
66TH A VE	1172		20, 191		48,281	
73RD ST	100				475	
77TH ST	50		156		312	
81ST ST			588		4,251	
POND 66E			42,495			
POND 66F			20,780			
POND 66G			156,897			
POND 66G PERIMETER SWALE			7,870			
SRID CANAL 13E			8,056		-	
TOTAL	1,322		257,033		53,319	

			SUN	IMARY OF	TURNOUTS
				CONCRETE	AREA (SY)
	SIDE	WIDTH (FT)	LENGTH (FT)	CONCRETE SIDE	WALK (6" THICK)
STATION				PLAN	FINAL
66TH AVE					
435+32.69	LT	12	17	25.1	
441+31.40	LT	12	25	25.1	
455+52.65	RT	15	65	27.5	
458+13.49	LT	12	17	25.0	
462+05.75	LT	15	10	29.3	
462+61.09	RT	15	10	28.0	
464+26.00	LT	14	17	28.0	
466+43.32	LT	24	10	42.4	
477+28.13	RT	12	45	33.1	
478+61.54	RT	12	45	33.1	
479+20.95	RT	12	42.2	33.1	
481+81.26	LT	12	-	25.1	
482+57.93	RT	12	40	33.1	
483+36.35	RT	12	40	33.1	
484+79.41	LT	12	-	25.2	
485+17.32	RT	15	46.8	36.5	
485+64.11	LT	12	-	25.2	
488+67.44	RT	12	16	33.0	
490+21.20	LT	12	-	25.2	
491+00.30	LT	12	-	25.1	
493+00.88	RT	24	-	48.0	
497+93.97	LT	18	14	33.8	
504+04.17	RT	12	-	33.1	
504+04.17		12	-	33.1	
511+82.49	LT	12	7	25.1	
514+42.60	LT	19	24	-	
515+49.80	LT	17	21	-	
SUB-TOTAL				731.2	
		1		_	

	REVIS	5 / O N S			Kimley	INDIAN RIVER COUNTY
	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley»Horn	
					BRIAN A. GOOD, P.E.	BOARD OF COUNTY COMMISSIONERS
					P.E.LICENSE NUMBER 56939 445 24th STREET, SUITE 200	66th AVENUE FROM 69th STREET
					VERO BEACH, FL 32960 (772) 794-4100	TO SR-510/85th STREET
					REGISTRY No. 35106	IU SK-JIWOJCH SIKEEI

SUMM

ASPHALT AREA (SY)		
TYPE SP-12.5 STR. COURSE	- , - ,	, I I
(TRAF.C) (2") CEMENTED	FIELD BOOK	
COQUINA LBR100 (5")	REFERENCE	:
PLAN FINAL		
· _///AL		-
22.7		-
33.3		_
107.1		_
101.1		-
22.5		-
16.7		_
16.5		-
		-
26.4		
06.7		_
26.7		_
60.0		
		-
59.7		
		_
55.9		_
		_
-		-
53.3		_
53.3		_
		_
-		-
78.3		_
-		_
21.3		_
£1.0		-
-		<u> </u>
-		_
		_
-		-
28.0		-
-		
0.2		_
9.3		
58.6		-
		_
49.3		
798.9		_
130.3		
		1
		SHEET
RY OF QUANT		SHEET NO.

					ν		In									_	STOR	M PIPE												DB	BI		MAN	HOLE		
QTY	STR. NO.	STATION	SIDE	DESCRIPTION	BARREI	SIZE	LENGTH (FEET)	491	241	2011 2011 4011	RCP 48"	54" 60"	00"	70	0.41	400/0400	ERCP		SCH 80 P/C		18"		CAP 30"	36"	60" 18"	24"	PP 30" 36" 42"	401	"C"	TY P "D" (<10')		J-7 (<10')	J-7 (>10')	P-7 P-8 (<10') (<10')	P-5 F (<10') (>	P-5 >10') (
	HAVE							18"	24"	30" 36" 42"	48"	54" 60"	66"	72"	84"	12.218.	297,445	38"X60"	8"	8"	18-	24"	30	30"	60" 18"	24.	30" 36" 42"	48"	(<10')	(<10')	(<10') (<10')	(<10)	(210)	(<10) (<10)		10)
P F	S-411	436+80.00			1																															_
P	S-412	440+25.00		CURB INLET	1																															
P	S-413			CURB INLET	1	30" EXIST.																														
P	S-414	442+20.00		CURB INLET	1		191		191																										1	
P	S-415	444+83.90		CURB INLET	1	18"	101															_													1	
P F P	S-416 S-417	444+83.90 445+07.84		CURB INLET MANHOLE	1		260		260				122		40																				1	
F	S-501			CURB INLET		66", (2) 72", 84"	459	101					123	296	40						_												1			
F	S-501	446+25.00 446+25.00		CURB INLET	1		101	101														_														
P F P	S-502	446+25.00		CURB INLET	1	24"	391 228		391 228																										1	_
F	S-505	452+50.00		CURB INLET	1	18"	101	101	220																											
F	S-504A	452+50.00		DITCH BOTTOM	1	18"	7	7								-													1							
F	S-505	452+50.00		CURB INLET	1	30"	90	,								-						_					90		1				_		—	_
F	S-506	452130.00		OMITTED												-																				
F	S-507	458+50.00	RT	CURB INLET	1	18"	99	99	-				-																						\models	=
F	S-507			DITCH BOTTOM	1		220		192																		28				1				+++	=
F	S-508	458+50.00		CURB INLET	1	42"	111						-														111				-				\models	=
F	S-509	461+10.00		CURB INLET	1	36"	250	+ +	-	250											_														++	=
F	S-510	464+90.00		CURB INLET	1			101	-																										1	+
F	S-511	464+90.00		CURB INLET	1	36"	372		-	372			-													-			Ħ						<u> </u>	\neg
F	S-512	466+90.00		CURB INLET	1		196			196												_													1	_
F	S-513	468+50.00		CURB INLET	1	18"	101	101															_													_
F	S-514	468+50.00		CURB INLET	1		154			154																									\square	_
F	S-515	471+42.01		MANHOLE	1	60"	471					471																				1				_
F	S-516	466+75.70	RT	MANHOLE	1	60"	207					207																				1				
F	S-517	461+15.48	RT	MANHOLE	1	60"	235					235																				1				_
F	S-517A	464+66.20	RT	MANHOLE	1	60"	348					348																				1				
F P	S-518	459+78.17	RT	MANHOLE	1	60"	435					435																				1				
F	S-601	474+00.00	RT	CURB INLET	1	18"	101	101																												
P	S-602	474+00.00	LT	CURB INLET	1	24"	89																			89										
P	S-603	477+80.00	LT	CURB INLET	1	48"	104																					104								
F	S-604	473+41.61	LT	DITCH BOTTOM	1	8"	15												15										1							
F	S-604A	473+53.82	LT	MANHOLE	1	8"	265												265															1		
P	S-604B	475+94.62	LT	MANHOLE	1	8"	265												265															1		_
F P	S-604C	478+56.63	LT	MANHOLE	1	8"	250		_										250															1	<u> </u>	
F P F	S-604D	478+61.50	LT	MANHOLE	1	8"	261													261														1	+++	_
P F	S-604F	483+90.00	LT	MANHOLE	1	8"	12		_				-						12							-								1	<u> </u>	
P	S-605	480+00.00	LT	CURB INLET	1	36"	395		_	395																									+	_
P	S-606	484+00.00	LT	CURB INLET	1	30"	132		_	132			-				-									<u> </u>									++	\neg
P F	S-607	485+46.50	RT	MES	1	30"	20		-														20			-									+++	_
P	S-607A	485+45.53	RT	MANHOLE	1	60"	8		_			8	-																			1			\models	_
P	S-607B	484+00.00	RT	DITCH BOTTOM	1	24"	137	+ +	137				-													-			1						 	\neg
P	S-607C	483+00.00	RT	DITCH BOTTOM	1	18"	97	97	-													-							1						++	_
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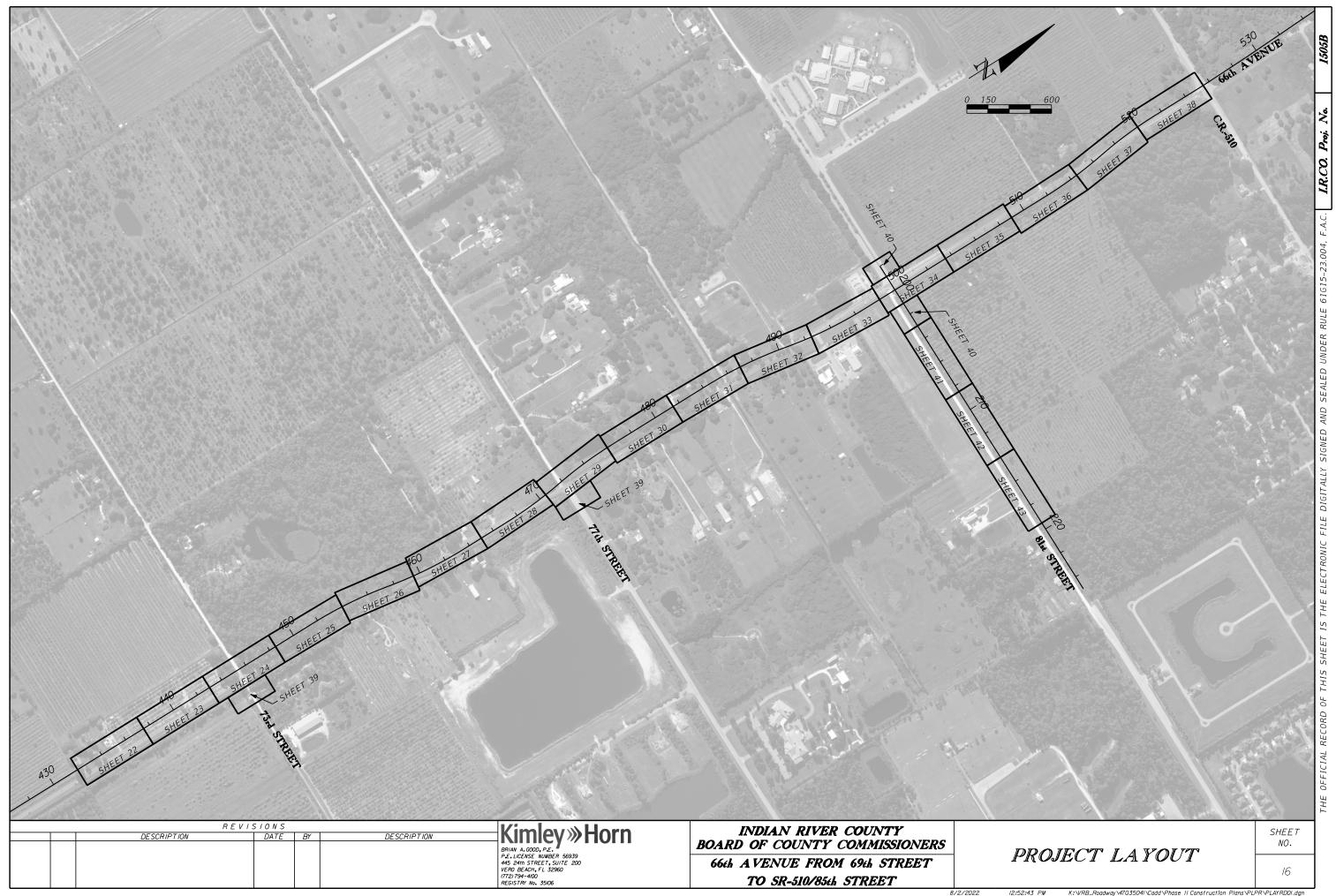
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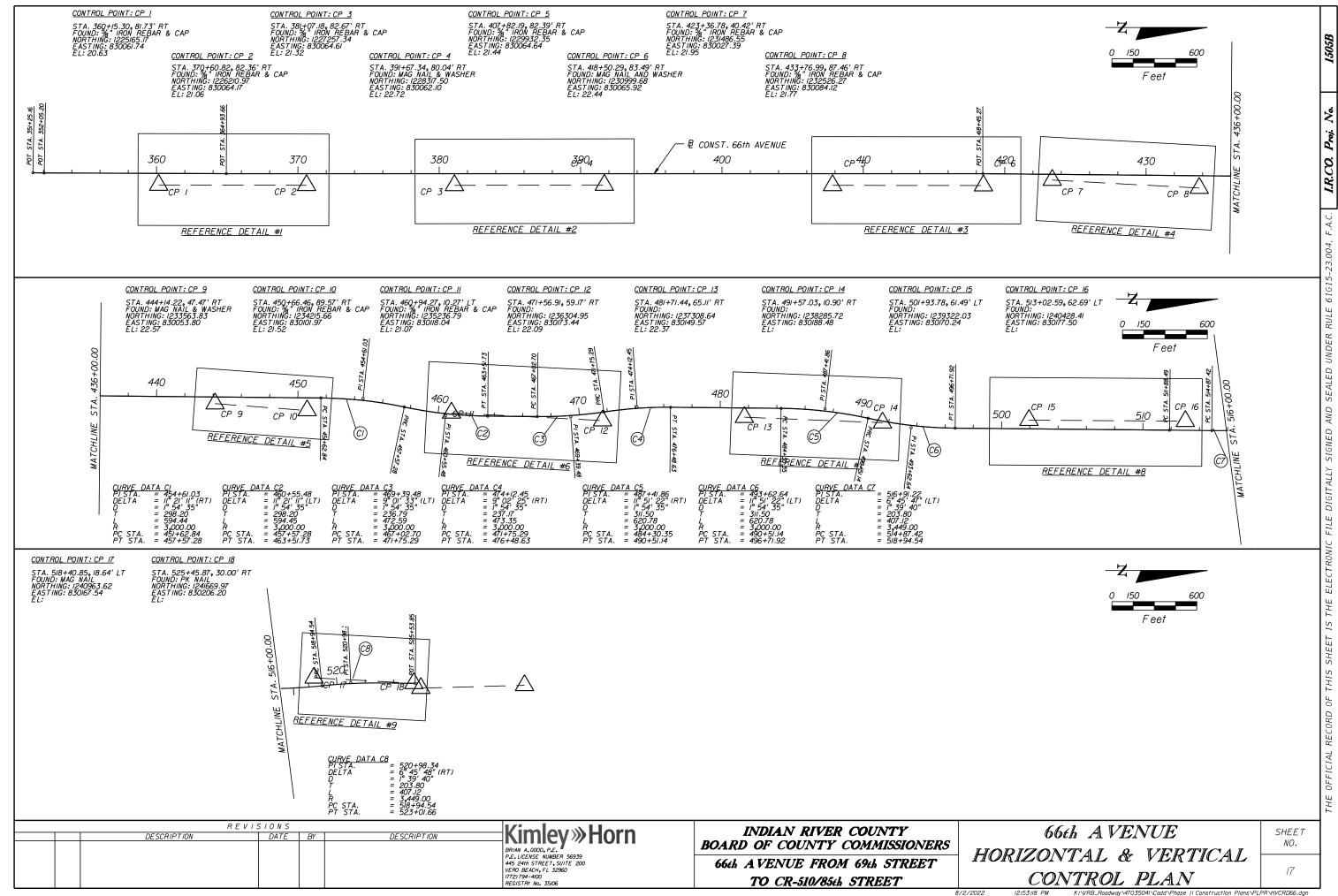
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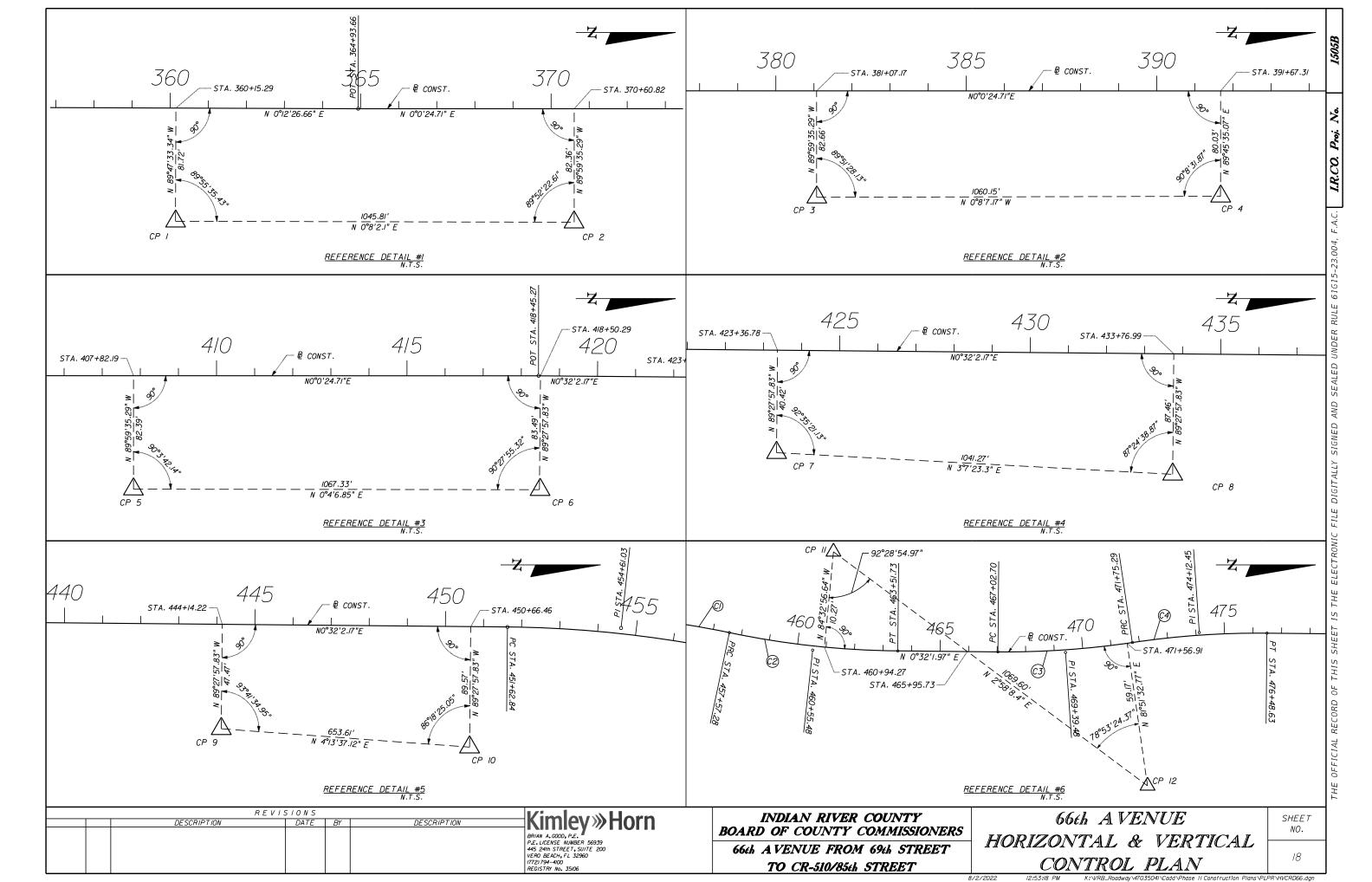
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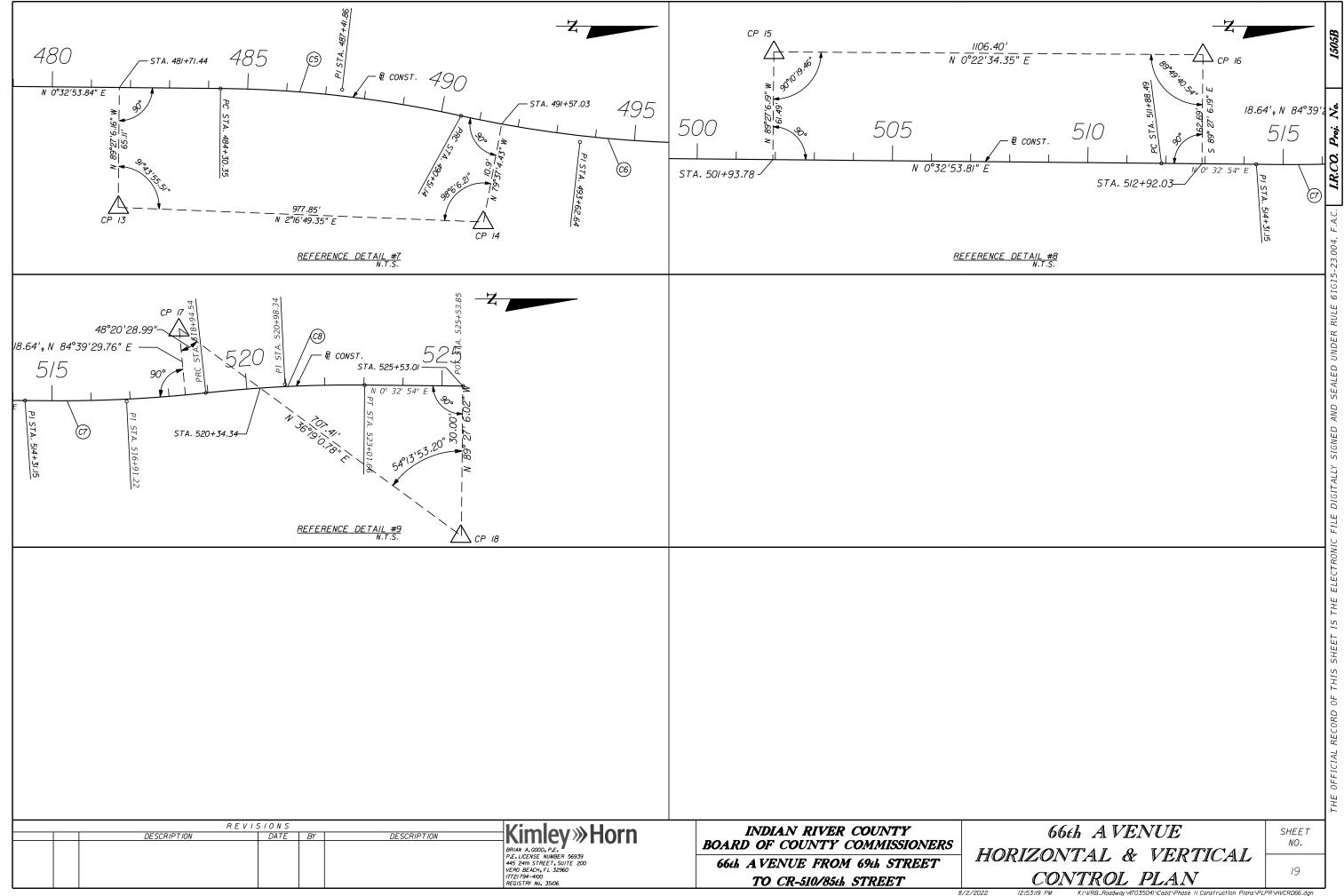
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ROADWAY GENERAL NOTES

- PRIOR TO COMMENCEMENT OF ANY EXCAVATION. THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR 1. THE PROTECTION OF UNDERGROUND GAS PIPELINES.
- ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED. 2.
- STATIONING AND OFFSETS REFER TO THE CENTERLINE OF CONSTRUCTION. UNLESS OTHERWISE NOTED. 3.
- ALL RETURN RADII DIMENSIONS, STATIONS, OFFSETS, AND ELEVATIONS REFER TO THE EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. 4.
- BENCHMARK (B.M) LOCATIONS ARE INDICATED BY THE SYMBOL : 5.
- CPX B.M. DATUM IS NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD-29) 6
- ANY EXISTING SECTION CORNER. QUARTER SECTION CORNER AND INDIAN RIVER COUNTY SURVEY CONTROL MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING DISTURBED, THE CONTRACTOR SHALL NOTIFY THE IRC COUNTY SURVEYOR, HAVE A PROFESSIONAL LAND SURVEYOR REFERENCE IT PRIOR TO CONSTRUCTION, AND RESET IT AFTER CONSTRUCTION.
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DISTURBED, AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE DISTRICT LOCATION SURVEYOR. WITHOUT DELAY, BY TELEPHONE.
- ANY NGVD-29 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A MONUMENT IS IN DANGER OF BEING 9. DISTURBED, THE CONTRACTOR SHOULD NOTIFY: MARK MAINTENANCE SECTION

GEODETIC INFORMATION CENTER ATTN: N/CG-I62 ROCKVILLE. MARYLAND 20852 TELEPHONE: 301-443-8319

- 10. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS ISSUED A "NOTICE TO PROCEED".
- CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES AS INDICATED IN FDOT STANDARD INDEXES 11. 104 AND 105 WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE, LOCAL AND NPDES WATER QUALITY STANDARDS.
- CONTRACTOR SHALL MAINTAIN TRAFFIC AT ALL TIMES DURING CONSTRUCTION IN ACCORDANCE WITH FDOT INDEX NOS. 600 12. THRU 670 AND SHALL PROVIDE ALL BARRICADES, LIGHTING, CHANNELIZING DEVICES, TEMPORARY PAVEMENTS, TEMPORARY SIGNALS, ATTENUATORS, VARIABLE MESSAGE SIGNS, SIGNAGE AND FLAG MEN AS NECESSARY OR ANYTHING ELSE THAT MAY BE REQUIRED TO MEET FOOT INDEX 600 TO PROVIDE FOR THE SAFETY OF THE PUBLIC IN THE AREA OF THE WORK. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FOOT ROADWAY & TRAFFIC DESIGN STANDARDS AND SPECIFICATIONS AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE CONTRACTOR SHALL PREPARE & SUBMIT SIGNED & SEALED TRAFFIC CONTROL PLANS TO INDIAN RIVER COUNTY FOR APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION.
- 13. EXISTING DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHOWN TO NOT REMAIN IN SERVICE SHALL BE REMOVED FROM THE ROW IN THEIR ENTIRETY, UNLESS OTHERWISE NOTED.
- DURING CONSTRUCTION. SHOULD ANY DRAINAGE STRUCTURES (INCLUDING PIPES) BE FOUND THAT ARE NOT SHOWN ON THE PLANS. 14. NOTIFY THE ENGINEER IMMEDIATELY.
- EXISTING UTILITIES ARE TO BE ADJUSTED OR RELOCATED BY OTHERS AS DIRECTED BY THE ENGINEER. UNLESS OTHERWISE NOTED. 15.
- IN REFERENCE TO EXISTING UTILITIES AND UTILITY ADJUSTMENTS: 16.
 - A. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER(S) TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS AS REQUIRED.
 - B. FOR EXISTING UTILITY SYMBOLS, SEE FDOT STANDARD INDEX 002.
 - C. WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL CODES, STANDARDS, AND ORDINANCES. CURRENTLY H.R.S., AND THE LOCAL UTILITY DEPARTMENT OWNING THE FACILITIES.
- 17. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD OR UNDERGROUND UTILITIES.
- CONTRACTOR SHALL NOTIFY SUNSHINE STATE "ONE CALL" I-800-432-4770 AND ALL AFFECTED UTILITIES 48 HOURS IN ADVANCE 18. OF ANY CONSTRUCTION SO THAT A COMPANY REPRESENTATIVE MAY BE PRESENT.
- 19. EXISTING UTILITY OWNERS:

IRC UTILITIES DEPARTMENT	HARRISON YOUNGBLOOD	772-226-4343
IRC TELECOMMUNICATION DIVISION	RANDY KING	772-226-1536
FP&L DISTRIBUTION	ROB MORRIS	772-223-4215
FP&L TRANSMISSION	TRICIA D'ANNUNZIO	561-904-3560
FLORIDA GAS TRANSMISSION CO	JOSEPH SANCHEZ	407-838-7000
AT&T / BELLSOUTH	LUKE FOLKERTS	407-496-6041
CITY GAS COMPANY OF FL	HOLLY COOMBS	321-638-3419
COMCAST CABLE COMMUNICATIONS	JUDE RENE	561-598-9407
IRC TRAFFIC ENGINEERING	JOHN ANKENY	772-226-1563

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				(772)794-4100 REGISTRY No. 35106	TO SR-510/85th STREET	

- 20. WHEN UTILITY POLES ARE IN AREAS OF EXCAVATIONS. CONTRACTOR SHALL MAINTAIN A MINIMUM SEPARATION OF FIVE (5) FEET BETWEEN THE POLE AND ANY EXCAVATION.
- 21. WHEN WORKING WITHIN TEN (10) FEET OF A TRAFFIC SIGNAL POLE, INDIAN RIVER COUNTY TRAFFIC ENGINEERING SHALL BE NOTIFIED: JOHN ANKENY 772-226-1547.
- 22. INTERSECTING ROADS AND DRIVEWAYS SHALL BE GRADED AS DIRECTED BY THE ENGINEER. UNLESS OTHERWISE NOTED ON THE PLANS.
- 23. WHERE OPEN-CUTS OF THE EXISTING ROADWAY ARE MADE IN ORDER TO INSTALL PIPELINES, CONDUITS OR SLEEVES, REPAIR THE PAVEMENT IN ACCORDANCE WITH THE "OPEN-CUT PAVEMENT REPAIR DETAIL" IN THESE PLANS. MAINTAIN REPAIRED PAVEMENT FOR THE DURATION OF THE PROJECT.
- 24. IN REFERENCE TO THE PROPOSED DRAINAGE STRUCTURES & PIPE:
 - A. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE COMPACTED SUBGRADE PORTION OF THE ROAD BED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION OPERATIONS IN THESE LOCATIONS.
 - B. CONCRETE PIPE CULVERT (R.C.P) SHALL BE CLASS IV RCP. WALL B UNLESS OTHERWISE NOTED.

 - OF ALL TOPS SHALL BE THE RESPONSIBILITY OF THE UNDERGROUND CONTRACTOR. D. THE LENGTHS OF PIPE SHOWN HEREON HAVE BEEN DETERMINED BY CALCULATING THE DISTANCE BETWEEN THE INLETS AND/OR
 - MANHOLES. E. ALL DITCH BOTTOM INLETS SHALL HAVE AN EYEBOLT AND CHAIN IN ACCORDANCE WITH FDOT INDEX 201. F. THE CONTRACTOR SHALL VERIFY THE EXISTING INVERT ELEVATIONS AND DIMENSIONS OF ALL EXISTING DRAINAGE STRUCTURES
 - PRIOR TO FABRICATION OF PROPOSED DRAINAGE STRUCTURES. G. OFFSETS TO CURB INLETS ARE TO PROPOSED EDGE OF PAVEMENT.
 - H. ALL DRAINAGE STRUCTURE GRATES SHALL BE GALVANIZED, RETICULINE, H-20 STEEL GRATE. I. ALL MANHOLE COVERS SHALL BE 36" DIAMETER.
- 25. ALL MAILBOXES CURRENTLY SERVED FROM THE ROADWAY BEFORE CONSTRUCTION MUST BE SERVED IN THE SAME MANNER AFTER CONSTRUCTION. CONFORM WITH FDOT STANDARD INDEX 532. COST OF THIS ITEM SHALL BE INCLUDED UNDER THE CONTRACT PRICE FOR CLEARING AND GRUBBING.
- 26. ALL EXISTING FOOT / INDIAN RIVER COUNTY SIGNS WITHIN THE LIMITS OF CONSTRUCTION WHICH ARE TO BE REMOVED SHALL BE REMOVED BY THE CONTRACTOR AND DELIVERED TO INDIAN RIVER COUNTY PUBLIC WORKS TRAFFIC OPERATIONS AT 4550 4IST STREET, VERO BEACH, FL 32967. COST OF REMOVAL, DELIVERY AND COORDINATION WITH INDIAN RIVER COUNTY PUBLIC WORKS TO BE INCLUDED WITHIN PAY ITEM 110-1-1.
- 27. CONTRACTOR SHALL EXERCISE CAUTION WHILE REMOVING AND/OR RELOCATING EXISTING SIGNS IN ORDER TO PREVENT ANY UNNECESSARY DAMAGE TO THE SIGNS. SIGNS WHICH ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER, SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
- 28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING THE EXISTING PAVEMENT MARKINGS BEFORE WORK IS STARTED AND THIS INFORMATION SHALL BE USED IN CONJUNCTION WITH TEMPORARY STRIPING AND FINISHED STRIPING.
- 29. EXCAVATED SOILS AND EXISTING ROCK BASE MAY BE USED FOR EMBANKMENT CONSTRUCTION PROVIDED THAT THE MATERIAL IS CLEAN FILL, FREE OF ORGANIC MATERIALS, ROOTS OR OTHER DELETERIOUS MATERIALS, AND CONFORMS WITH FDOT SPECIFICATIONS AND FDOT STANDARD INDEX 505.
- 30. ANY BORROW MATERIAL REQUIRED FOR THE PROJECT SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY HIM, AND THE COST OF FURNISHING SUCH MATERIAL SHALL BE INCLUDED IN THE CONTRACT PRICE FOR EMBANKMENT (COMPACTED IN PLACE).
- 31. ALL MUCK AND PLASTIC MATERIAL WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REMOVED BY THE CONTRACTOR IN ACCORDANCE WITH FDOT STANDARD INDEX 500.
- 32. NONE OF THE EXISTING BASE THAT IS REMOVED DURING CONSTRUCTION SHALL BE USED IN THE CONSTRUCTION OF THE PROPOSED BASE, UNLESS AUTHORIZED, IN WRITING, BY THE ENGINEER.
- 33. ALL VEGETATION, DEBRIS, PAVEMENT, CONCRETE OR OTHER UNSUITABLE MATERIALS SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA PROVIDED BY THE CONTRACTOR.
- 34. ALL EXISTING IRRIGATION SYSTEM COMPONENTS CONFLICTING WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR. EXISTING PIPES SHALL BE CAPPED PRESSURE TIGHT AT THE R/W LINE OR LIMITS OF CONSTRUCTION. EXISTING CONTROL WIRING SHALL BE CUT. SEALED AND LEFT BURIED BELOW GRADE AT THE R/W LINE OR LIMITS OF CONSTRUCTION. IN ALL CASES. THE CONTRACTOR SHALL CLEARLY MARK IN THE FIELD ALL IRRIGATION SYSTEM BREAKS IN A MANNER ACCEPTABLE TO THE ENGINEER FOR FUTURE RECONNECTION OR EXTENSION BY OTHERS. THE COSTFOR IRRIGATION SYSTEM REMOVAL, CAPPING PIPE AND SEALING WIRING SHALL BE INCLUDED IN THE CONTRACT PRICE FOR CLEARING AND GRUBBING.
- 35. DRIVEWAY SLOPES MAY BE MODIFIED AS DIRECTED BY THE ENGINEER TO MATCH EXISTING CONDITIONS.
- 36. ALL EXISTING INLET GRATES & MANHOLE CASTINGS WHICH ARE REMOVED WITHIN THE LIMITS OF COUNTY R/W SHALL BE REMOVED AND DELIVERED TO INDIAN RIVER COUNTY ROAD AND BRIDGE DEPARTMENT AT 4550 4IST STREET, VERO BEACH, FL 32967. COST OF REMOVAL. DELIVERY AND COORDINATION WITH INDIAN RIVER COUNTY PUBLIC WORKS TO BE INCLUDED WITHIN PAY ITEM 110-1-1.
- 37. THE CONTRACTOR SHALL COMPLETELY REMOVE EXISTING ASPHALT & BASE MATERIAL FROM AREAS TO BE SODDED. BACKFILL SHALL CONSIST OF CLEAN GRANULAR FILL MATERIAL



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ROADWAY GENERAL NOTES (CONT.)

- 38. CONTRACTOR SHALL EXERCISE PROPER CARE & CAUTION WHEN DRIVING GUARDRAIL POSTS IN THE VICINITY OF EXISTING & PROPOSED UTILITY LINES, INCLUDING THE 12" RAW WATER MAIN, CONTRACTOR SHALL FIELD VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO POST INSTALLATION. THE ENGINEER MAY DIRECT THE USE OF ENCASED GUARDRAIL POST IN LIEU OF STANDARD POSTS IF NECESSARY TO AVOID EXISTING UTILITIES AT NO ADDITIONAL COST TO THE COUNTY.
- 39. ALL LANE CLOSURES SHALL BE APPROVED IN ADVANCE BY INDIAN RIVER COUNTY. ALL LANES, INCLUDING TEMPORARY/SHORT-TERM LANE CLOSURES, MUST BE OPEN IN THE EVENT OF AN EVACUATION.
- 40. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH THE INDIAN RIVER COUNTY CONSTRUCTION COORDINATION DIVISION AT 1-772-226-1567 AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE. UPON COMPLETION OF THIS PROJECT THE STAGING AREA SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR BETTER AT NO ADDITIONAL COST TO THE COUNTY.
- 41. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL BY INDIAN RIVER COUNTY & FDEP A PROJECT SPECIFIC STORMWATER POLLUTION PREVENTION PLAN. THIS PLAN SHALL BE APPROVED PRIOR TO THE START OF CONSTRUCTION.
- 42. THE CONTRACTOR SHALL NOT BRING HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH MATERIALS FOR PERFORMING THE CONTRACTED WORK. THE CONTRACTOR SHALL REQUEST. IN WRITING. WRITTEN PERMISSION FROM THE PROJECT ENGINEER. THE CONTRACTOR SHALL PROVIDE A COPY OF THE REQUEST TO THE INDIAN RIVER COUNTY CONSTRUCTION COORDINATION DIVISION. THE CONTRACTOR SHALL PROVIDE THE INDIAN RIVER COUNTY CONSTRUCTION COORDINATION DIVISION WITH A COPY OF THE MATERIAL SAFETY DATA SHEET. (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE AND PROVIDE A DESCRIPTION OF THE SPECIFIC MANNER IN WHICH THE MATERIAL WILL BE USED. THE PROJECT ENGINEER SHALL COORDINATE WITH THE INDIAN RIVER COUNTY CONSTRUCTION COORDINATION DIVISION PRIOR TO ISSUING WRITTEN APPROVAL TO THE CONTRACTOR. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AS HAZARDOUS MATERIALS, SUCH PRODUCTS DO NOT REQUIRE AN MSDS SUBMITTAL. ALL BULK PETROLEUM PRODUCTS STORED ON SITE SHALL REQUIRE PROPER STORAGE WHICH INCLUDES SECONDARY CONTAINMENT.
- 43. ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY. THE PROPER REGULATORY AUTHORITY WILL ADVISE/DIRECT THE PROJECT ENGINEER IN THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF SUSPECTED CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT ENGINEER. THE REGULATORY AUTHORITY WILL ADVISE THE PROJECT ENGINEER IN THESE MATTERS.
- 44. CONTRACTOR SHALL MAINTAIN EXISTING FIBER OPTIC CABLE SERVING THE INDIAN RIVER COUNTY SHERIFF'S OFFICE IN WORKING ORDER AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT.
- 45. CONTRACTOR SHALL SUBMIT A PROJECT SPECIFIC HURRICANE PREPAREDNESS PLAN FOR REVIEW AND ACCEPTANCE. THIS PLAN SHALL DETAIL THE CONTRACTOR'S PROCEDURES AND TIMELINES FOR DEMOBILIZATION AND REMOBILIZATION IN THE EVENT OF A TROPICAL EVENT.

46. ALL SALVAGE MATERIAL, IF DESIRED BY INDIAN RIVER COUNTY, SHALL BE DELIVERED TO INDIAN RIVER COUNTY ROAD AND BRIDGE DIVISION AT 4550 4IST STREET, VERO BEACH, FL 32967 BY THE CONTRACTOR. ALL COST FOR REMOVAL, HAULING, DELIVERY AND COORDINATION WITH INDIAN RIVER COUNTY PUBLIC WORKS SHALL BE INCLUDED WITHIN PAY ITEM 110-1-1.

47. NO EXCAVATION SHALL BE LEFT OPEN AFTER DARK.

48. ALL CLASS NS CONCRETE WITHIN THE PROJECT LIMITS SHALL DEVELOP 3,000 PSI (MIN.) 28-DAY COMPRESSIVE STRENGTH OR GREATER, UNLESS ADDITIONAL REQUIREMENTS ARE NOTED OR SPECIFIED.

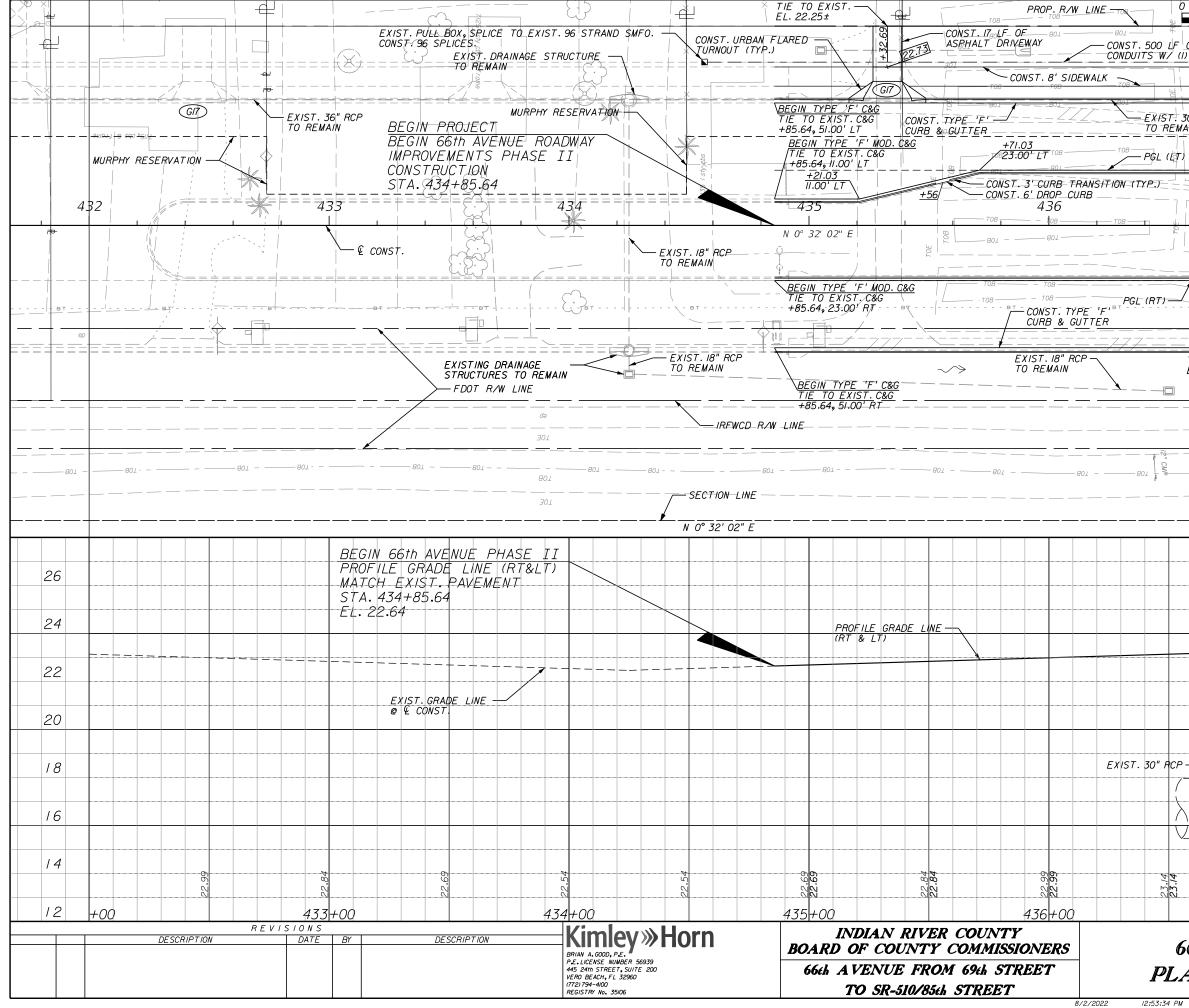
49. SIDEWALK JOINTS TO BE INSTALLED PER DETAILS ON FDOT INDEX 310 FOR ALL SIDEWALKS. ALL JOINTS SHALL BE SAW CUT AS PER FDOT STANDARDS.

50. DETECTABLE WARNING SURFACES SHALL CONSIST OF CAST-IN-PLACE COMPOSITE TACTILE UNITS MANUFACTURE BY ADA SOLUTIONS, INC. (1-800-372-0519) OR APPROVED EQUIVALENT. DETECTABLE WARNING SURFACES SHALL EXTEND TWO FEET FROM BACK OF CURB AND SPAN THE ENTIRE RAMP RUN WIDTH. DETECTABLE WARNING SURFACE COLOR SHALL BE "FEDERAL YELLOW".

	REVI	SIONS			Kimley (W) Horn	INDIAN RIVER COUNTY		
_	DESCRIPTION	DATE	BY	DESCRIPTION	Kimley » Horn	BOARD OF COUNTY COMMISSIONERS	;	
					P.E.LICENSE NUMBER 56939 445 24th STREET, SUITE 200 VERO BEACH, FL 32960	66th AVENUE FROM 69th STREET	_	GŁ
					(772) 794-400 REGISTRY No. 35/06	TO SR-510/85th STREET		
							8/2/2022	12:53:20

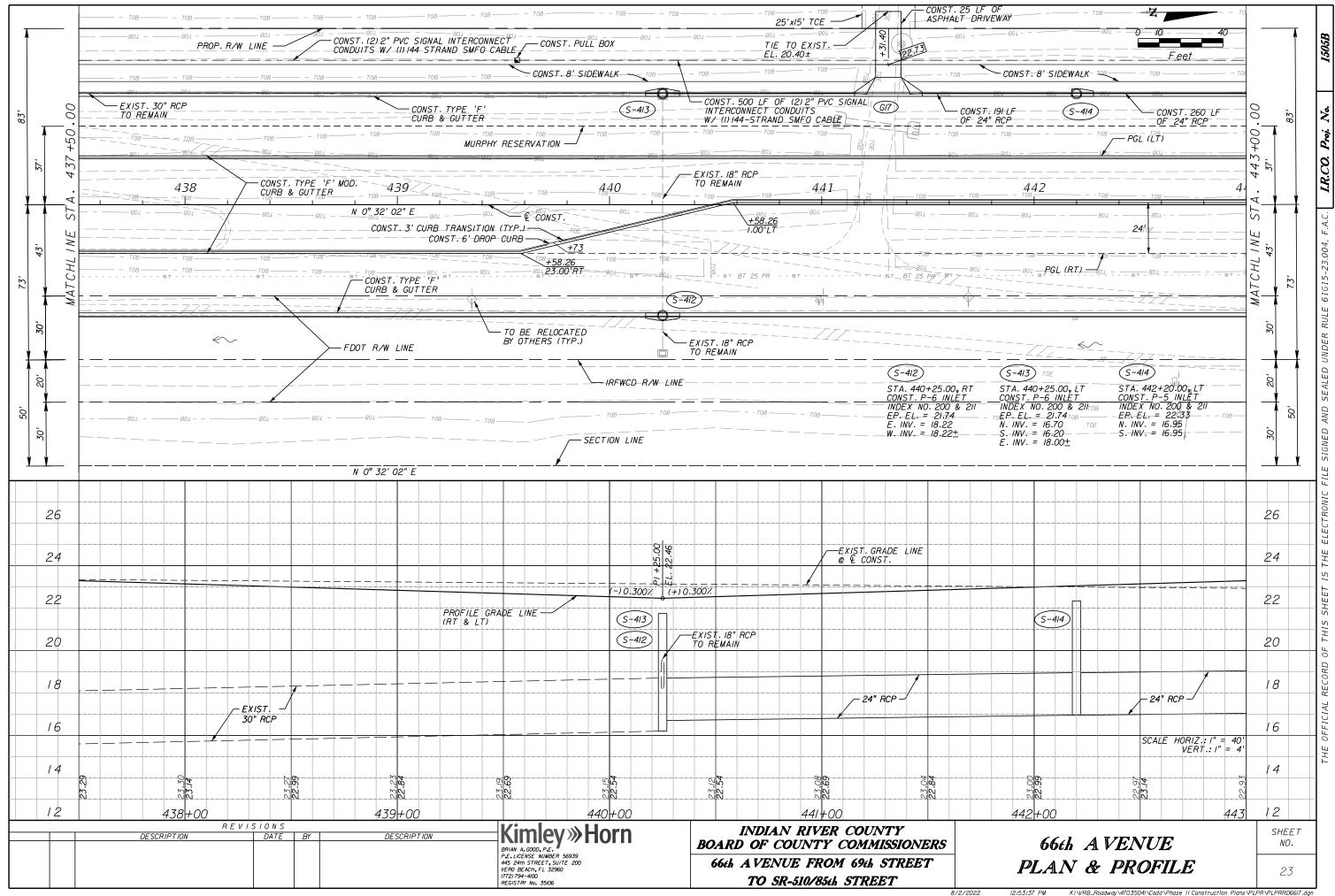
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		I.R.CO. Proj. No.
		THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61615-23.004, F.A.C.
GENERAL NOTES	SHEET NO.	
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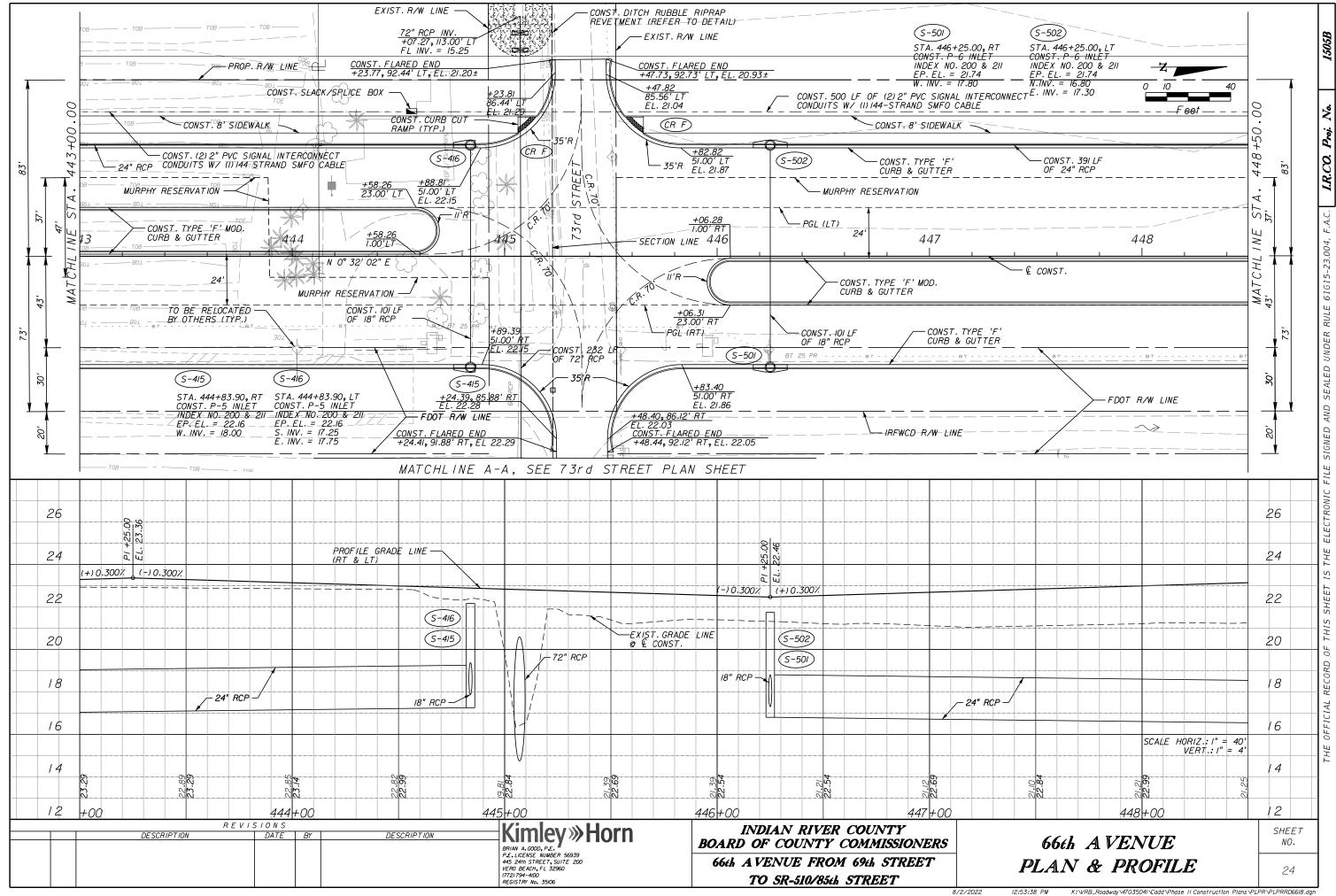


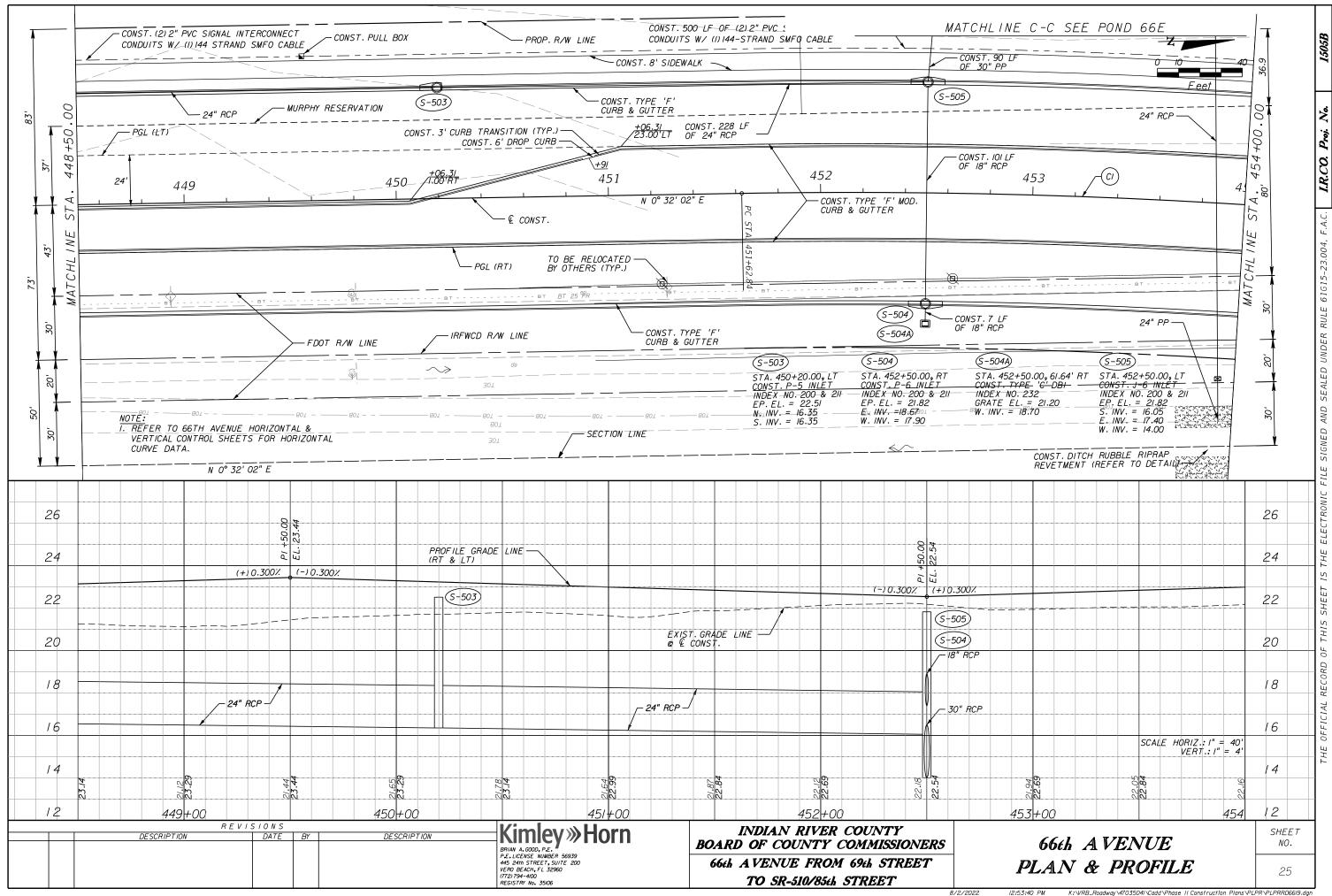
40 10 -**Z** ₽ L Feet_ - CONST. 500 LF OF (2) 2" PVC SIGNAL INTERCONNECT CONDUITS W/ (I) 144 STRAND SMFO CABLE EXIST. 30" RCP TO REMAIN (s-4#` EXIST: 30" RCP TO REMAIN MURPHY RESERVATION PGL (LT) I.R.CO. 437 -CO<u>NST.TYPE</u> '<u>F'</u>MOD: CURB & GUTTER > - вт *RT 25 PR* - - вт 6161 RULE TO BE RELOCATED BY OTHERS (TYP.) $\ll \sim$ (S-411) STA. 436+80.00, LT REPLACE STRUCTURE TOP TO TYPE 5 CURB INLET INDEX NO. 200 & 211 EP. EL. =0122.51 N. INV. = 15.45 Ś S. ///√. = /5.45± 26 +25.00 23.36 P. 24 (+)0.300% (-)0.300% 22 (S-411 20 18 -EXIST. 30" RCP 16 SCALE HORIZ.: I" = 40' VERT.: I" = 4' 14 23.1 12 437+00 SHEET 66th A VENUE NO. PLAN & PROFILE 22

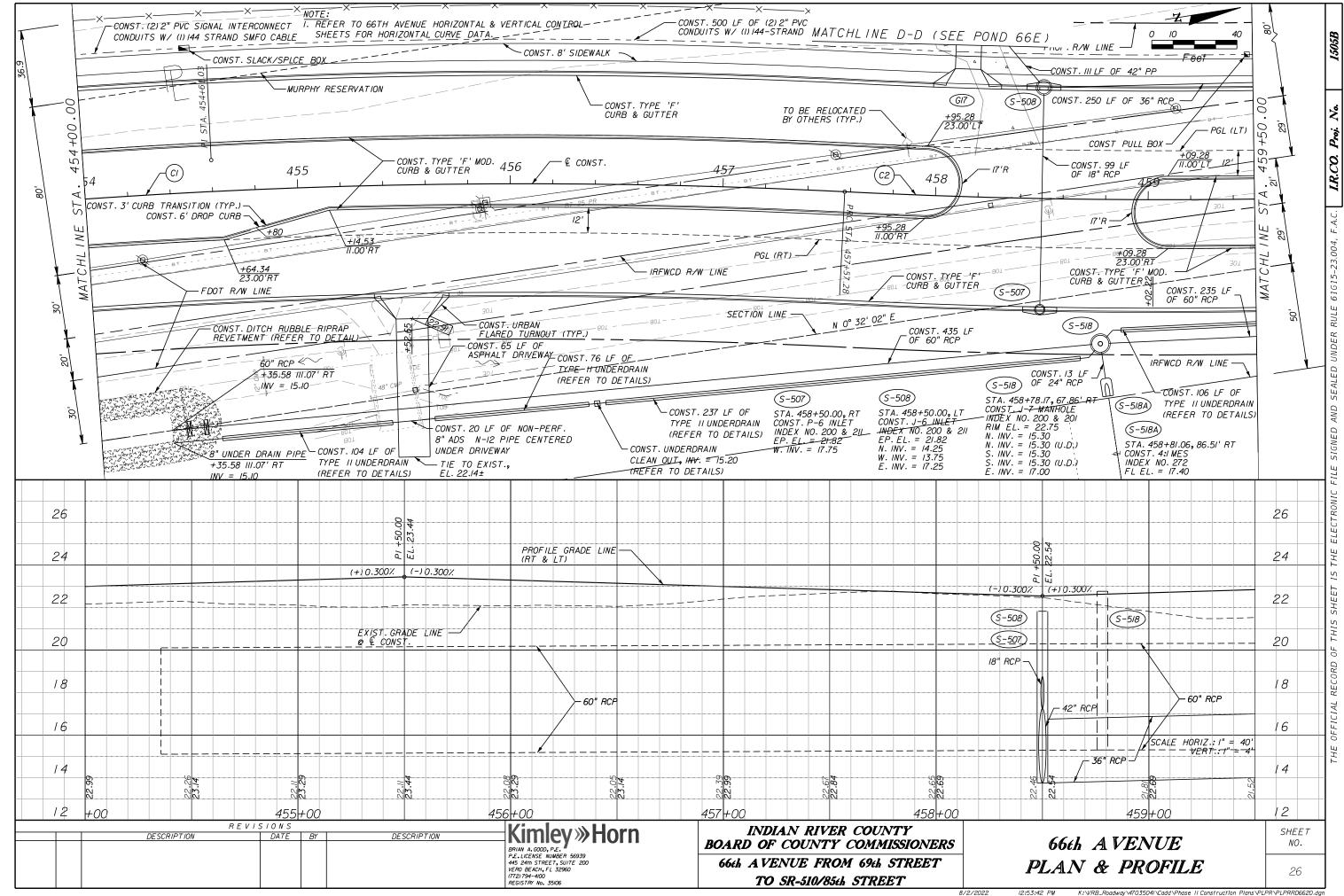
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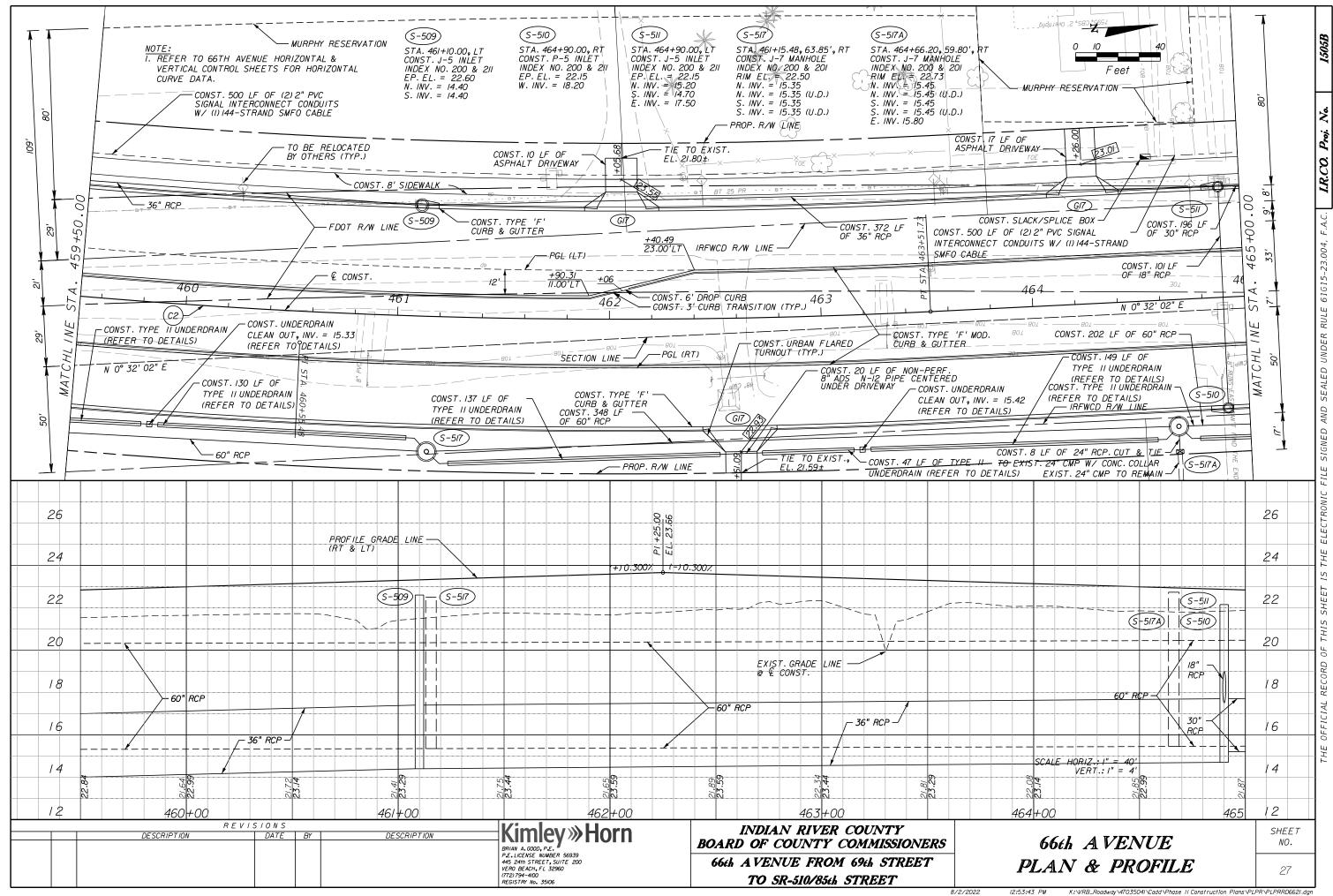


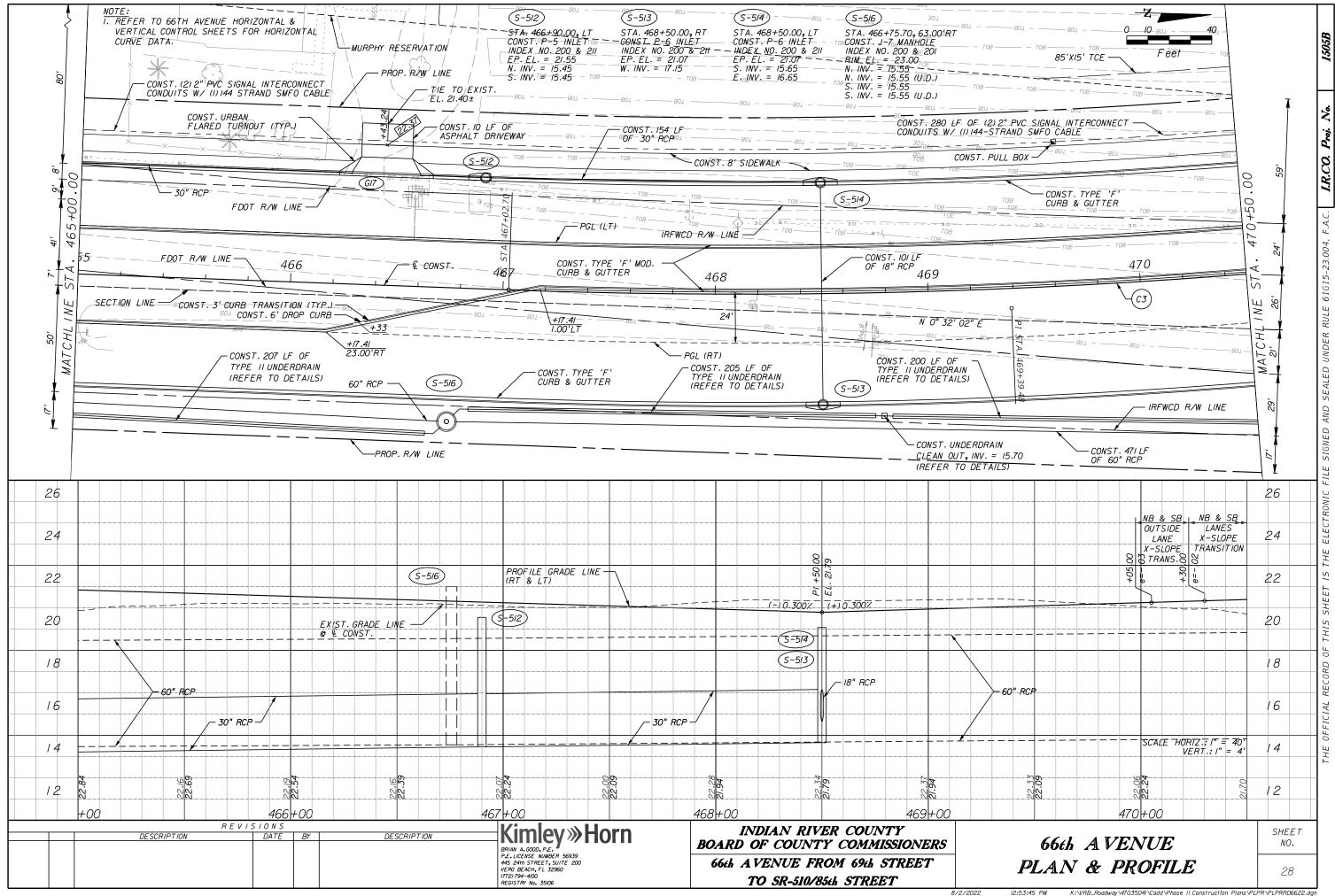
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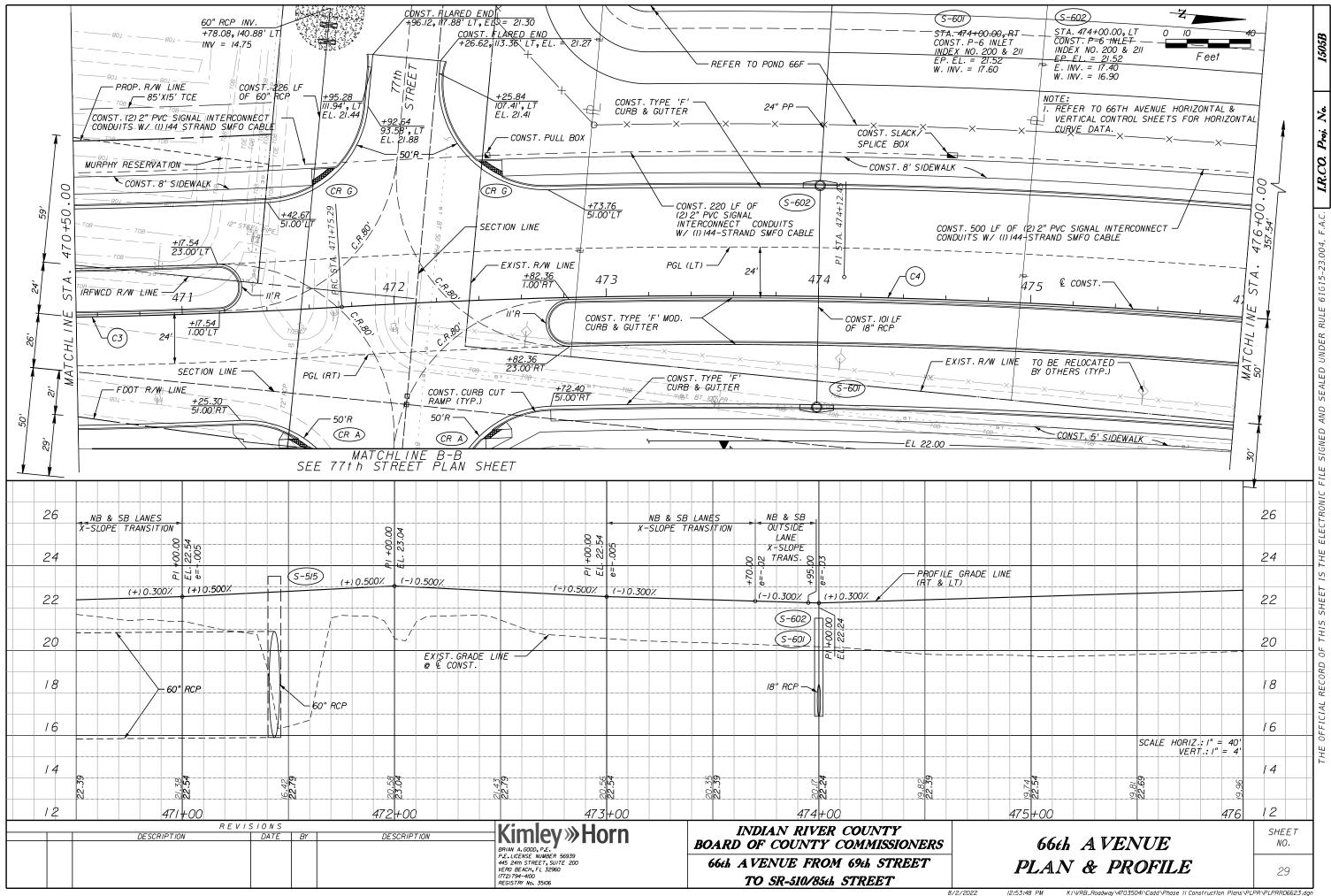


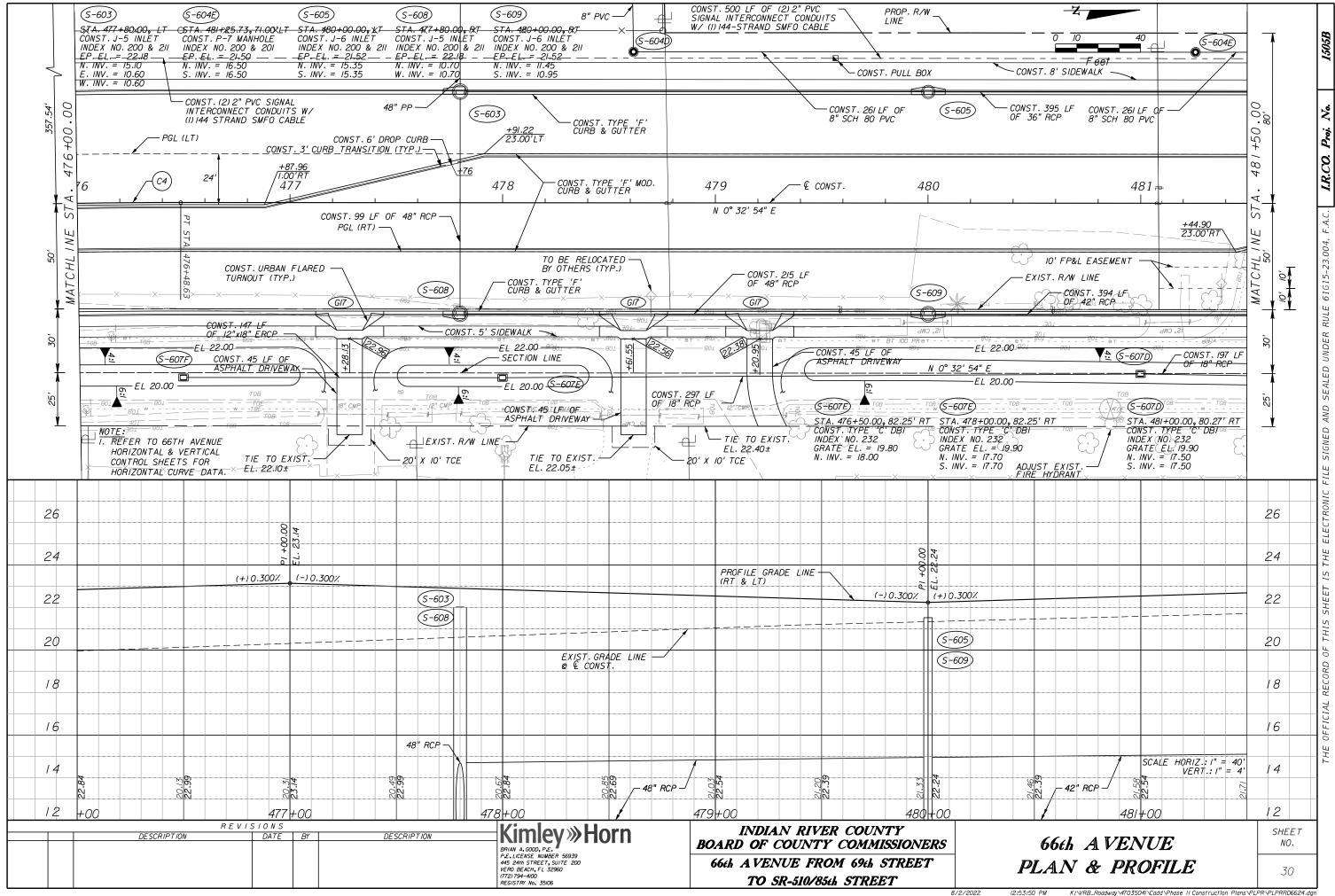


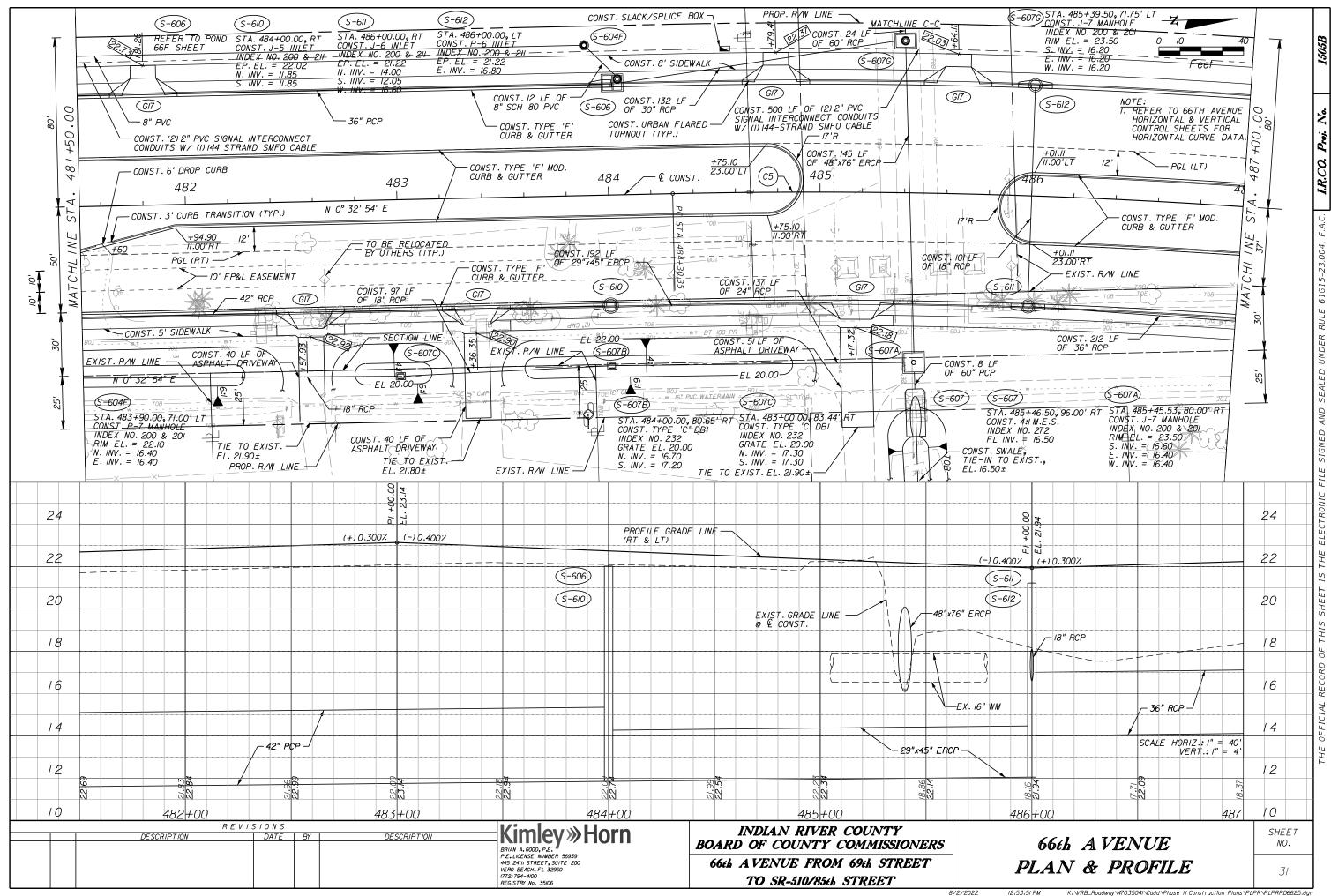




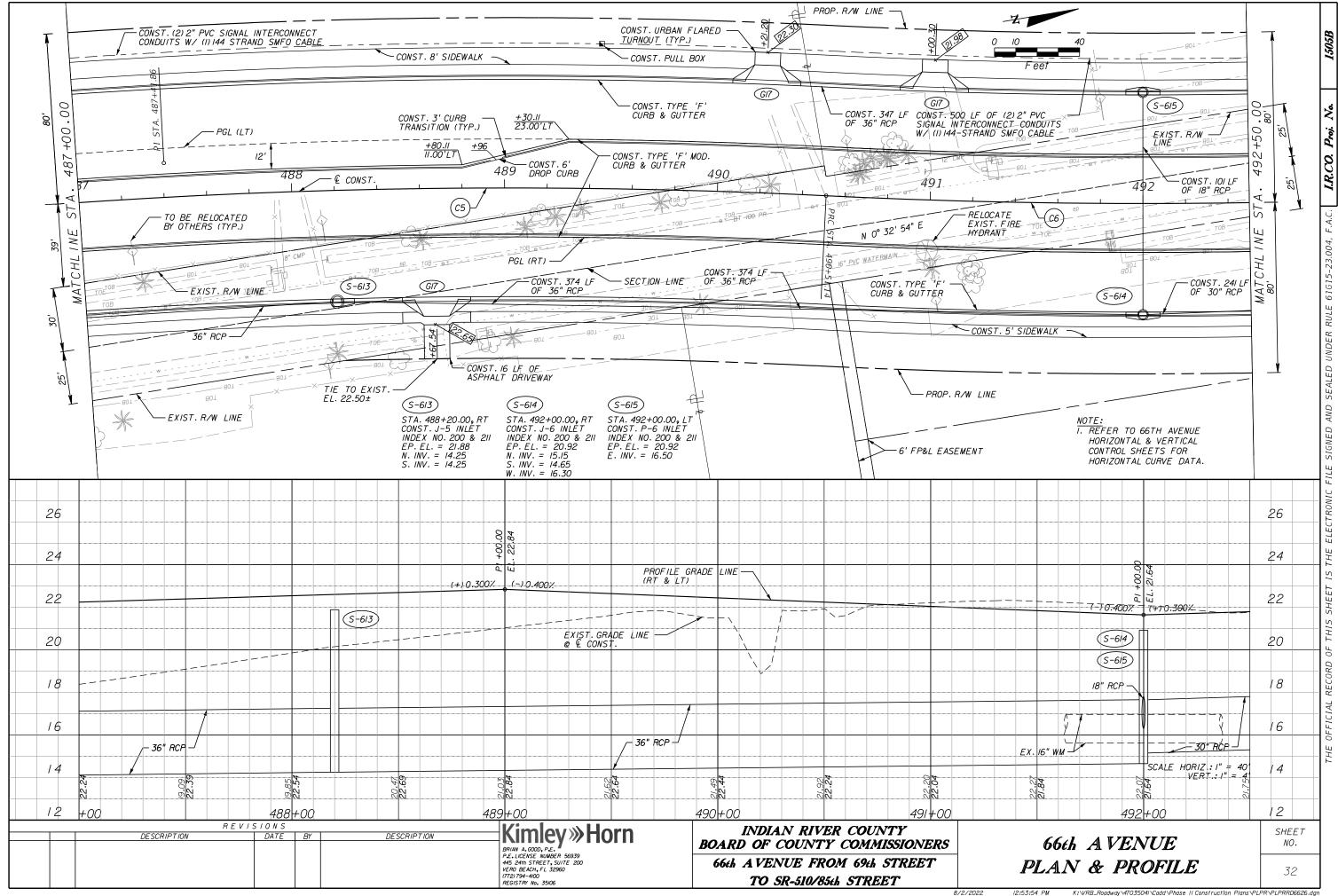


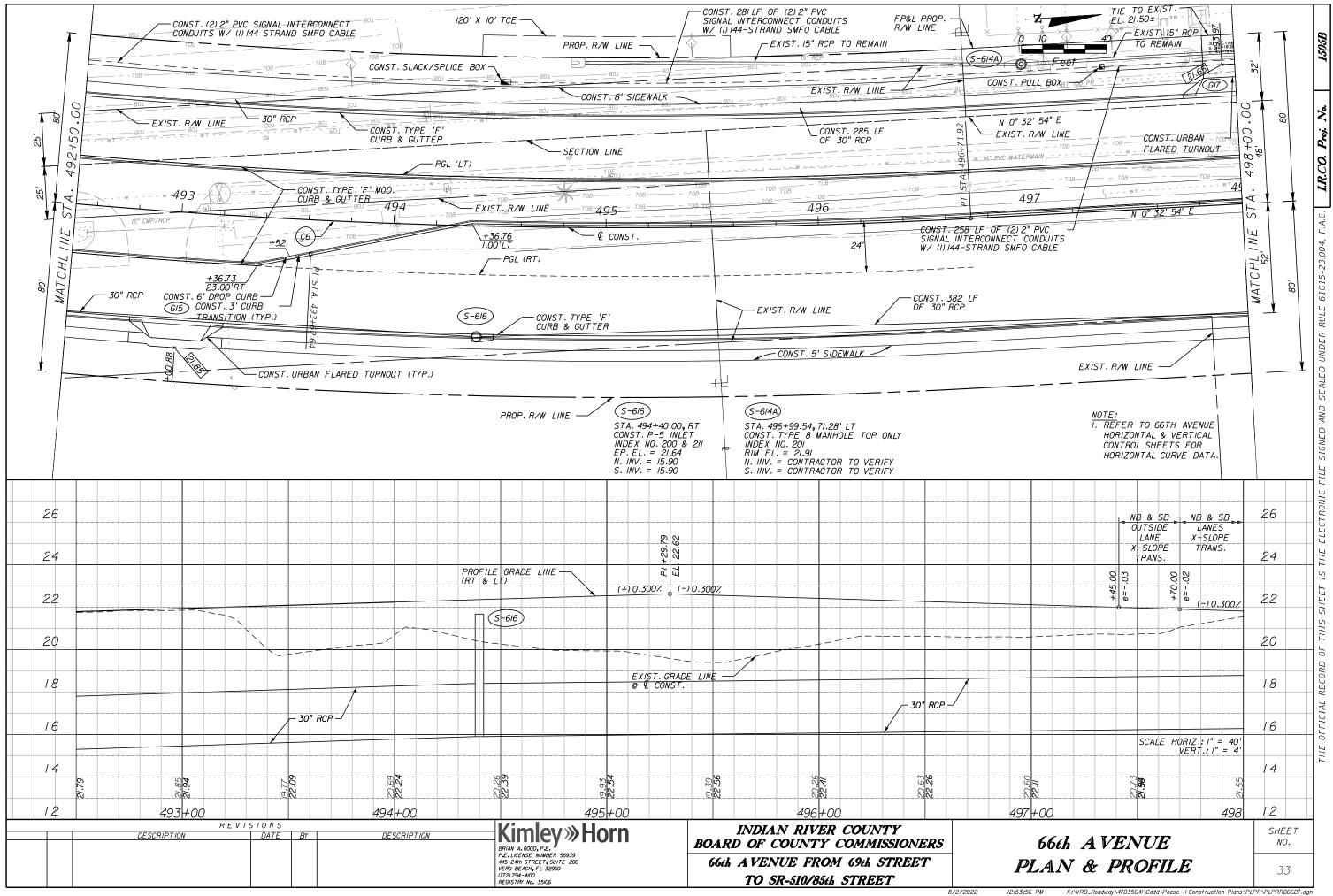


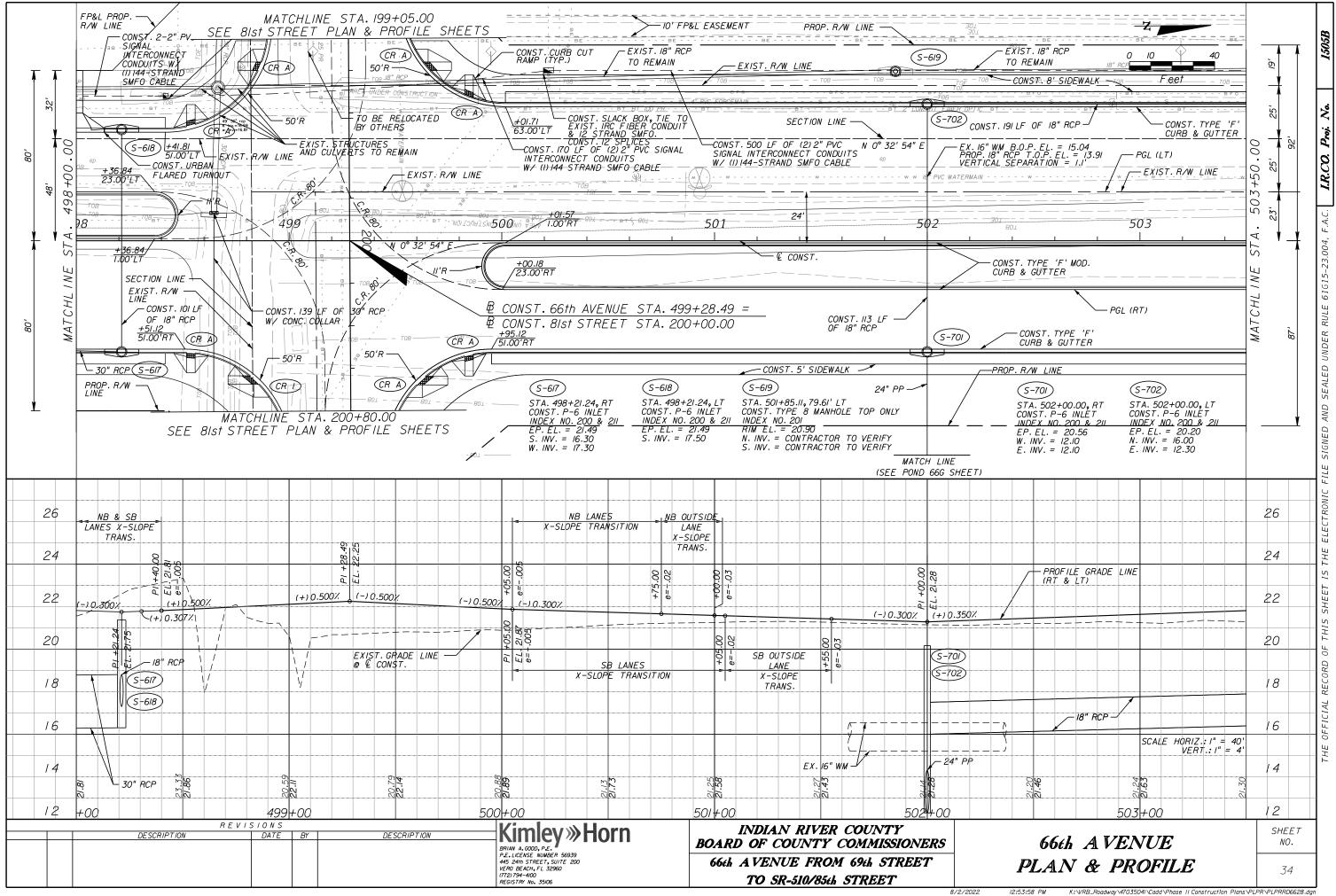


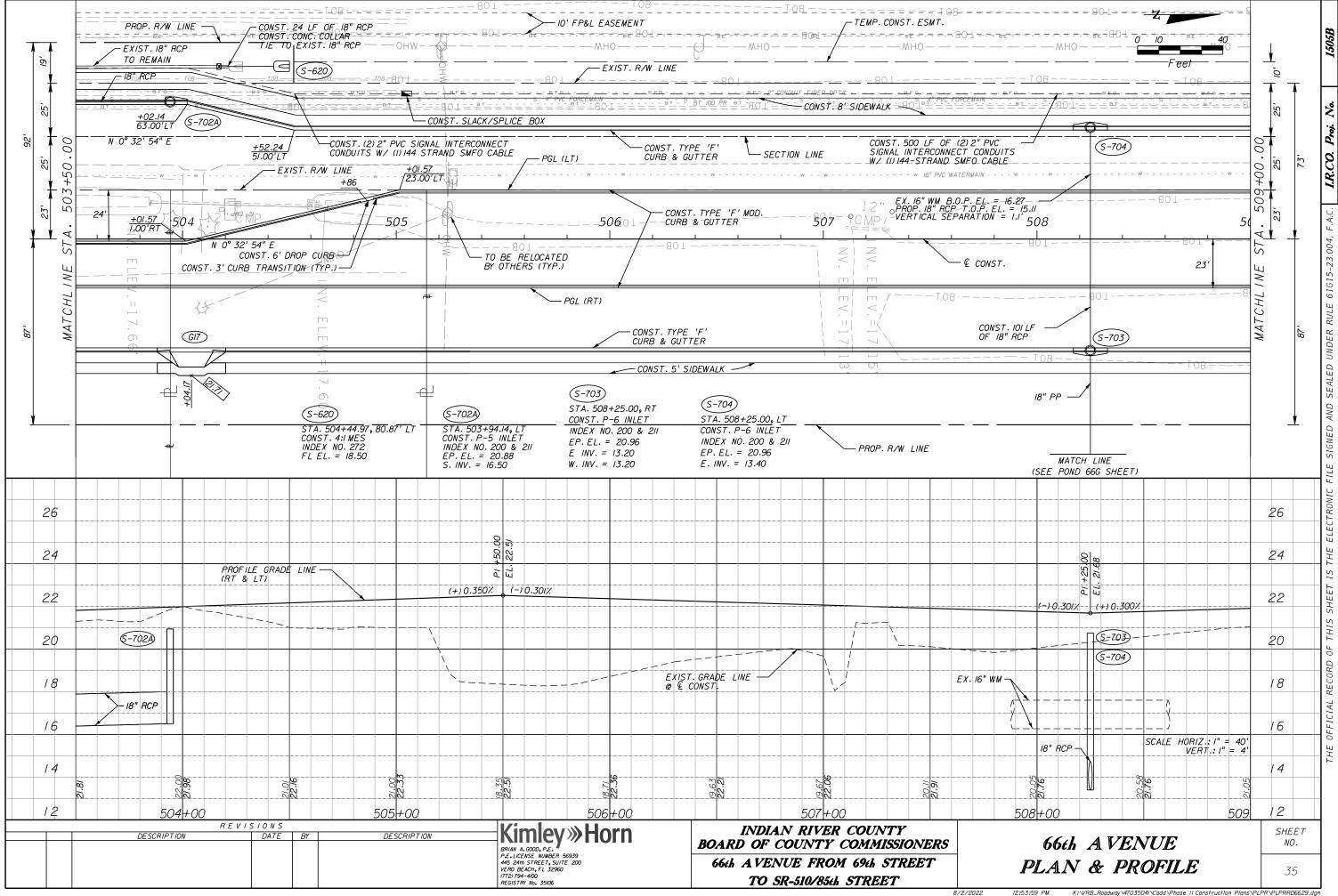


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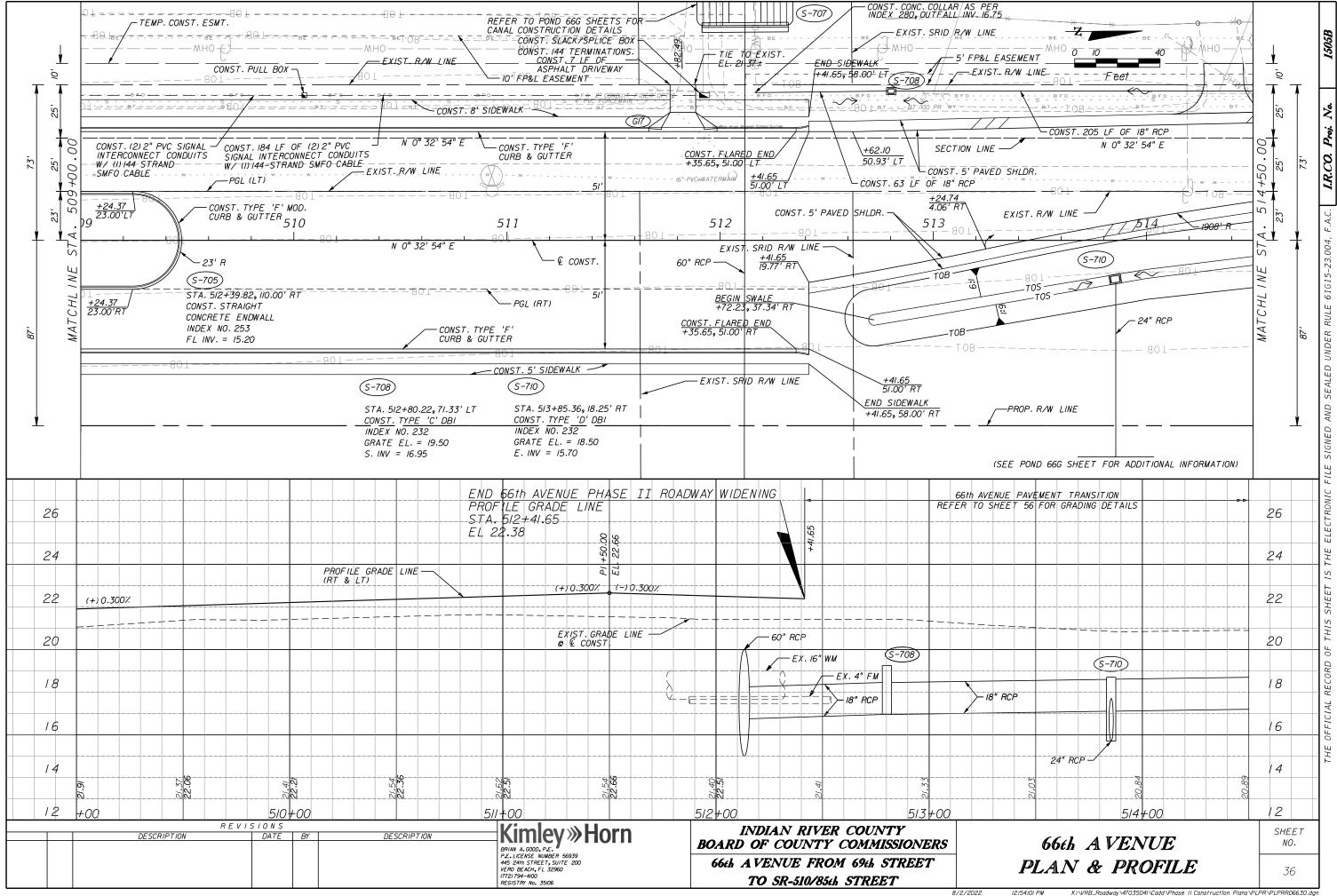


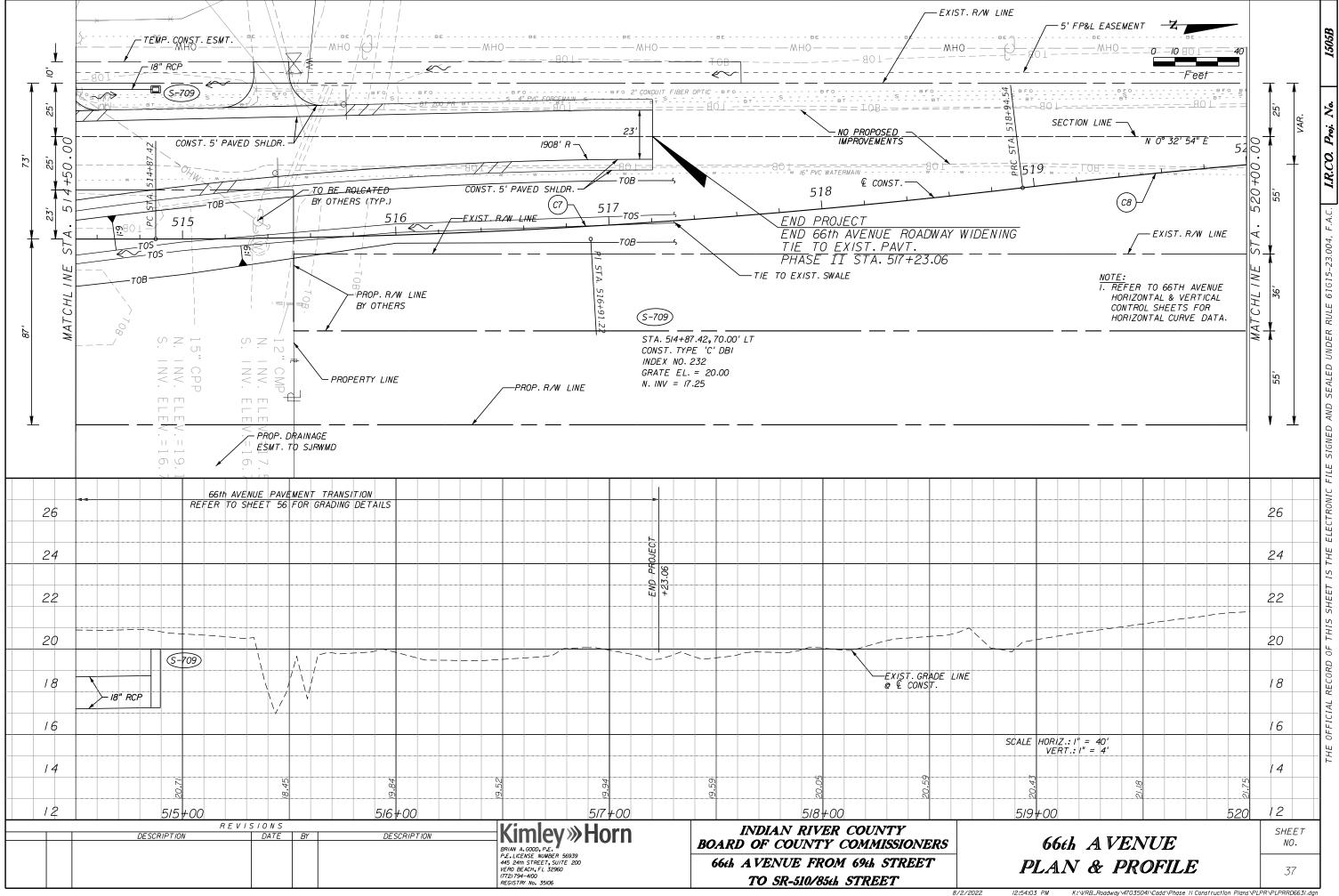


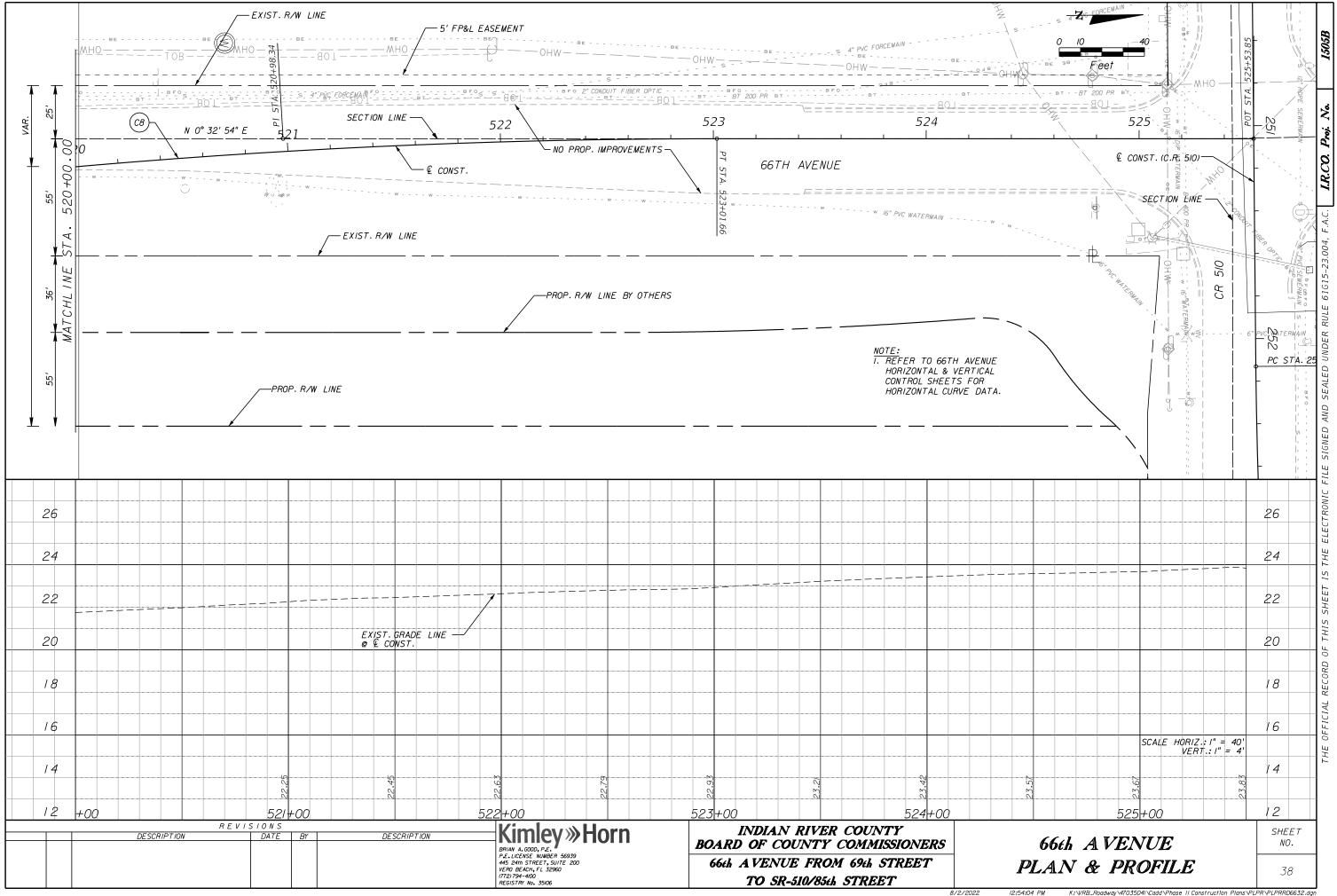


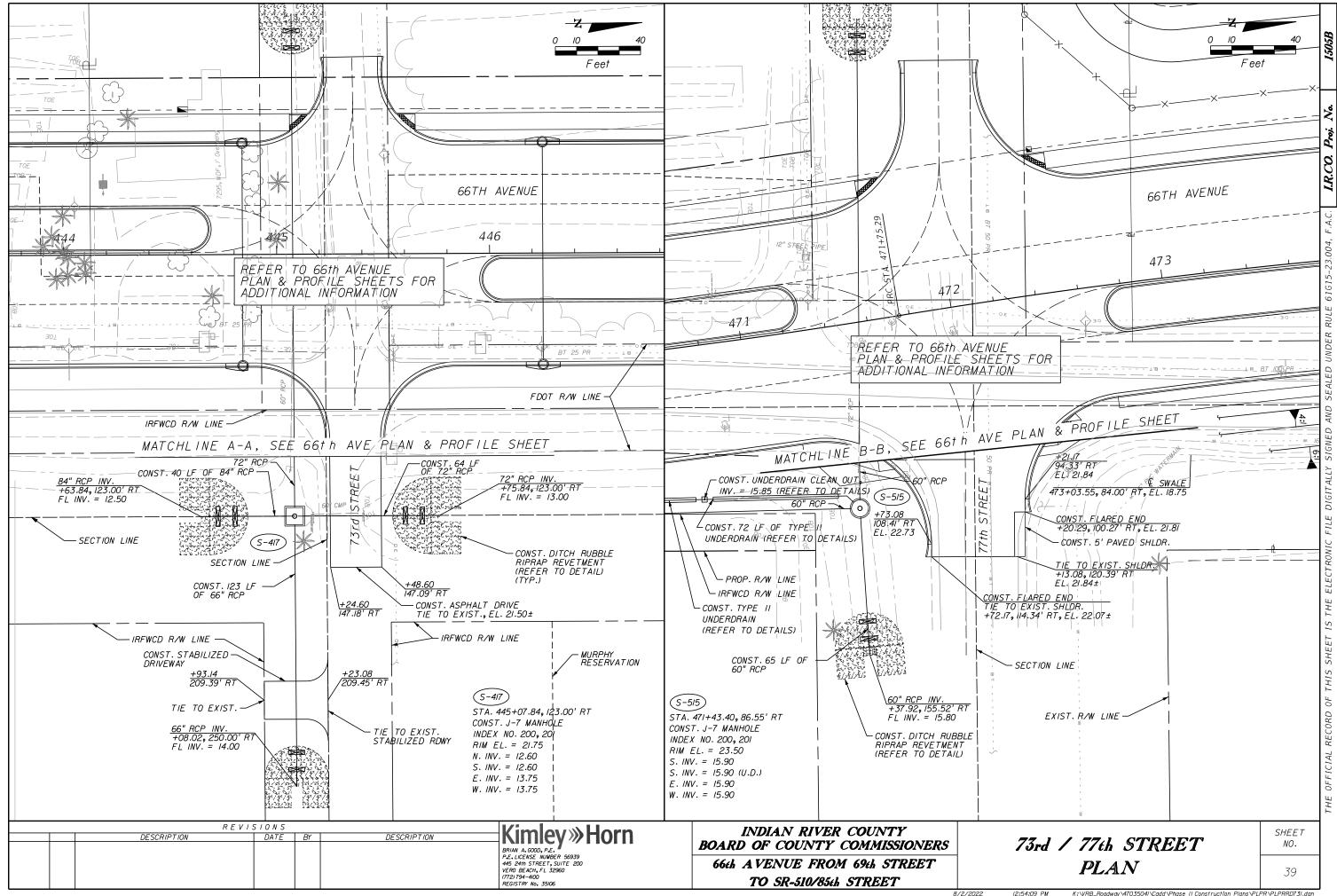


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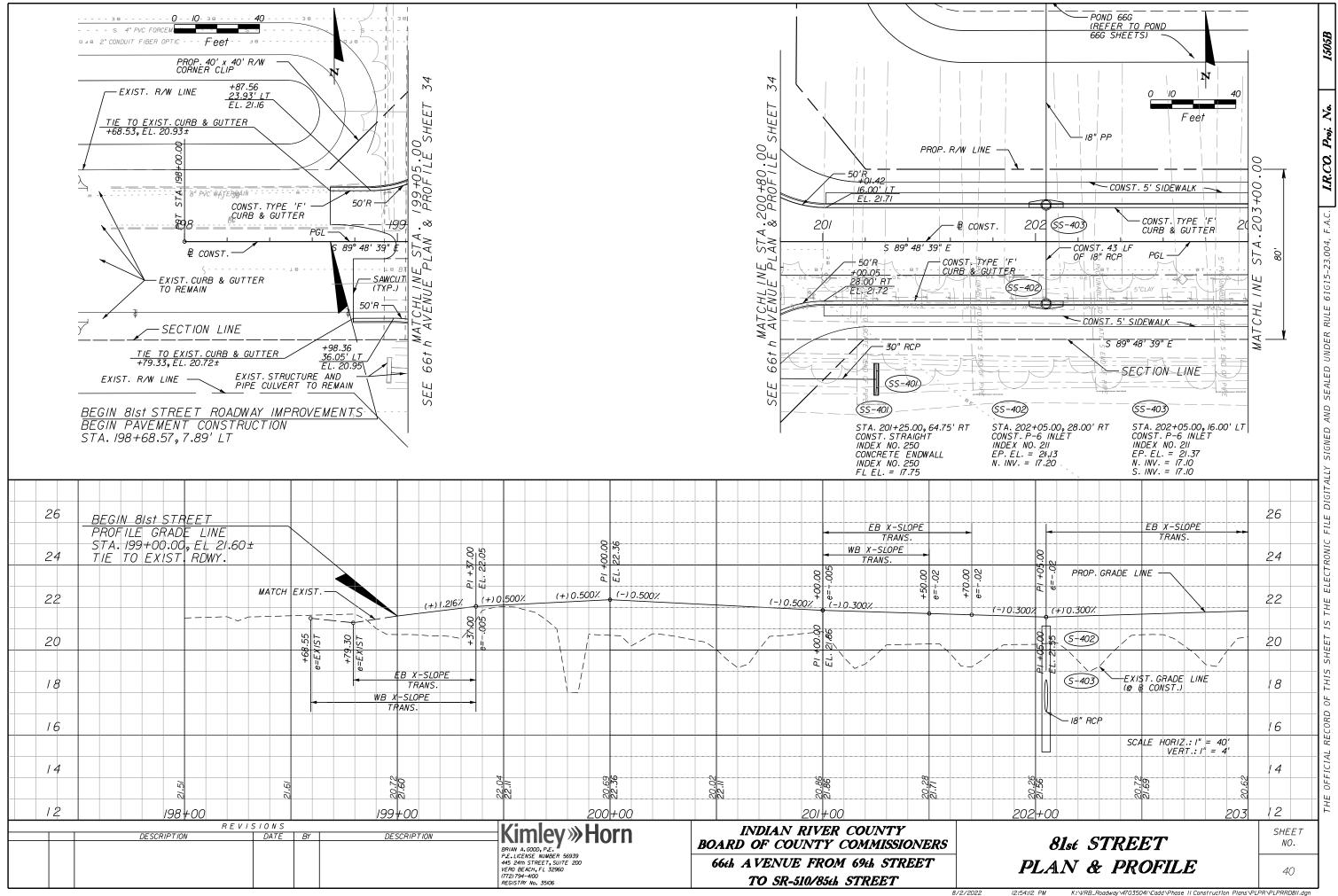


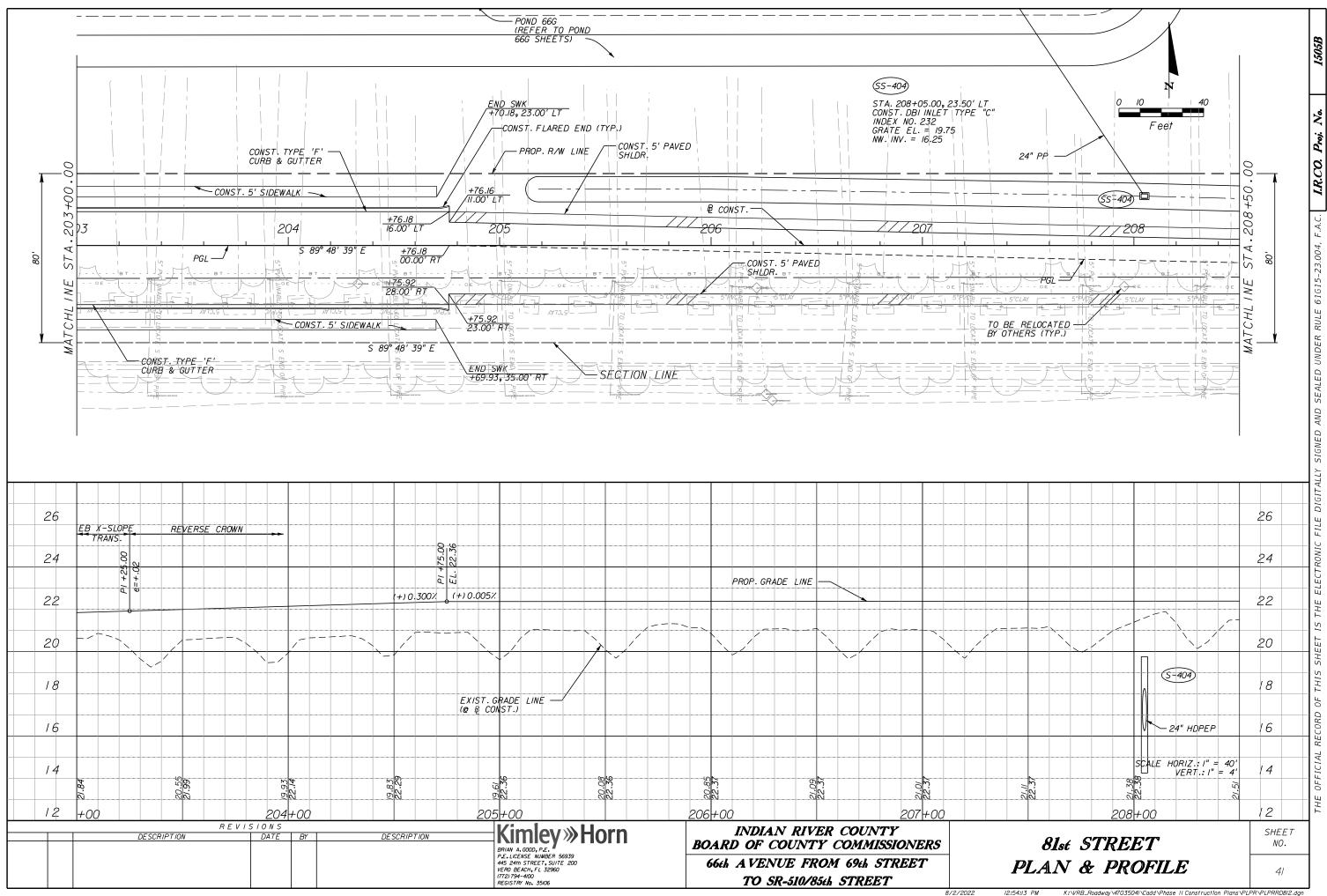




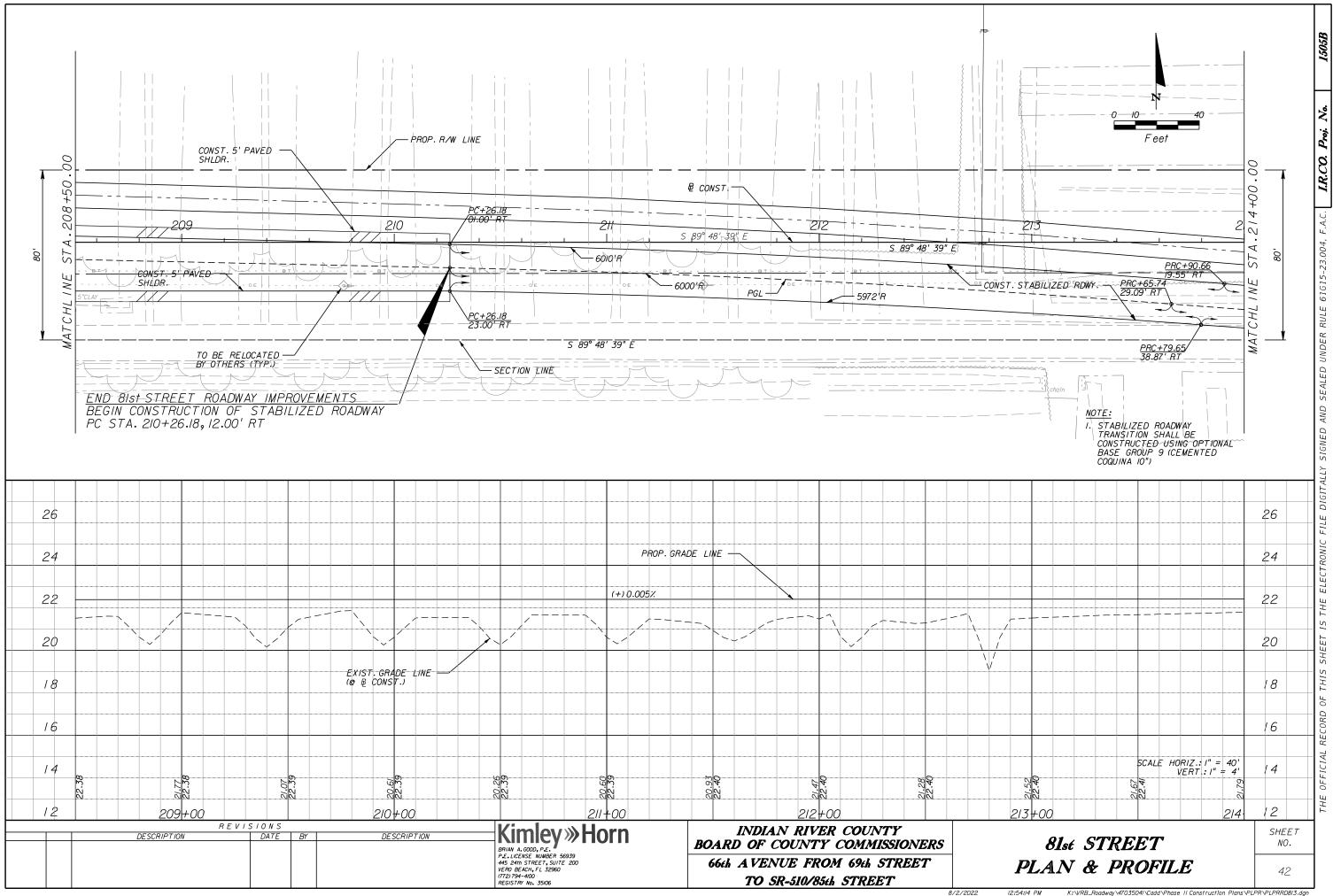


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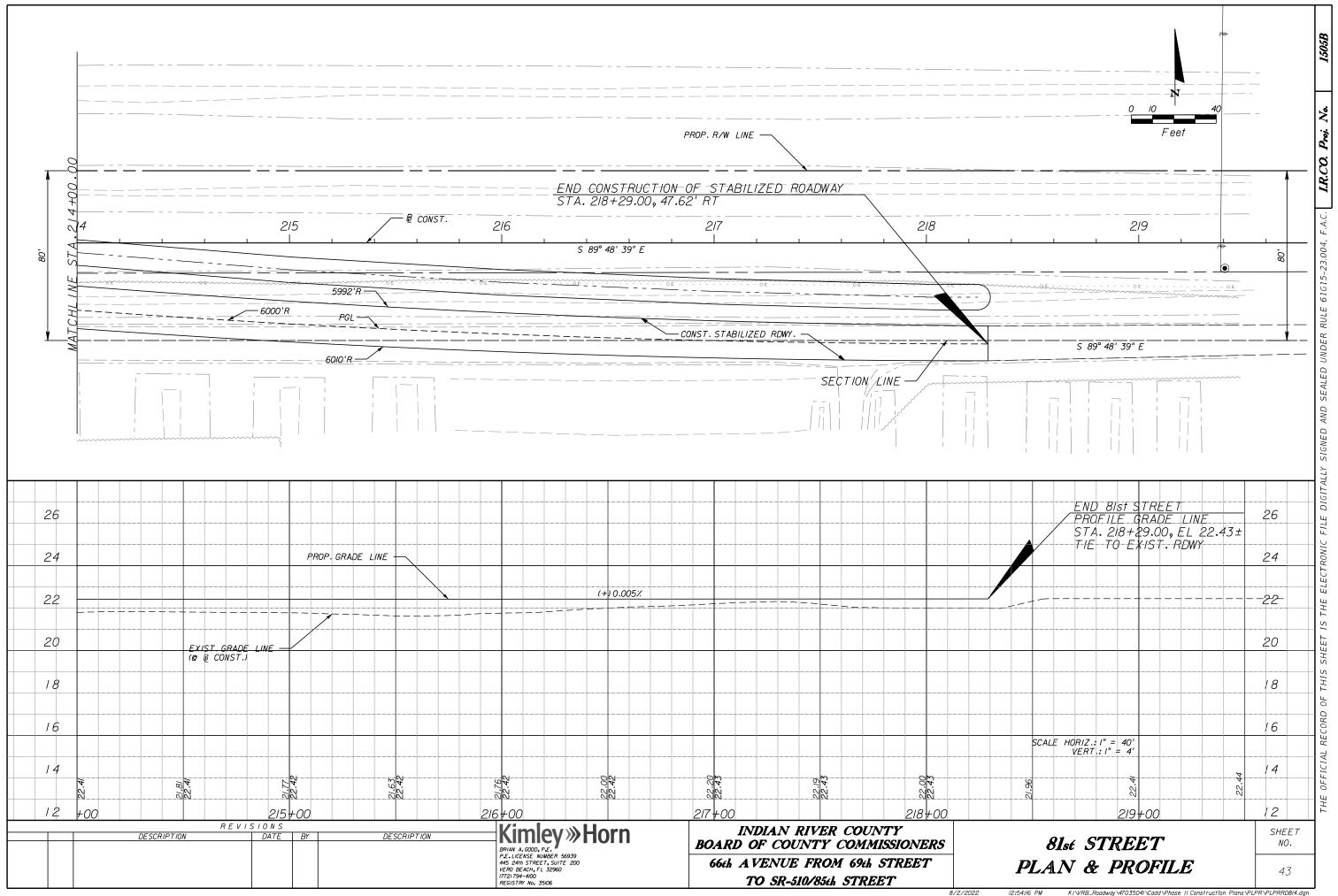


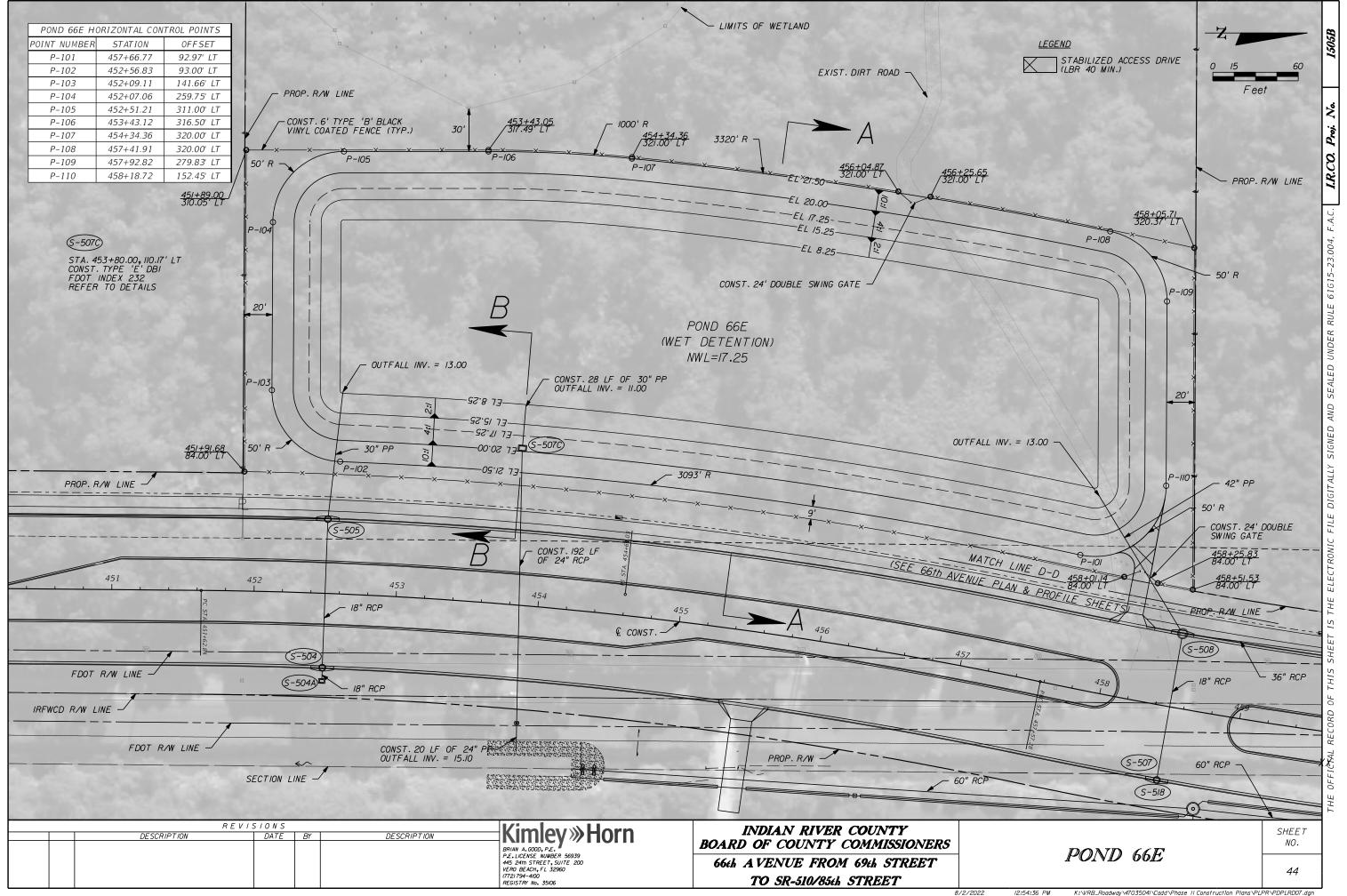
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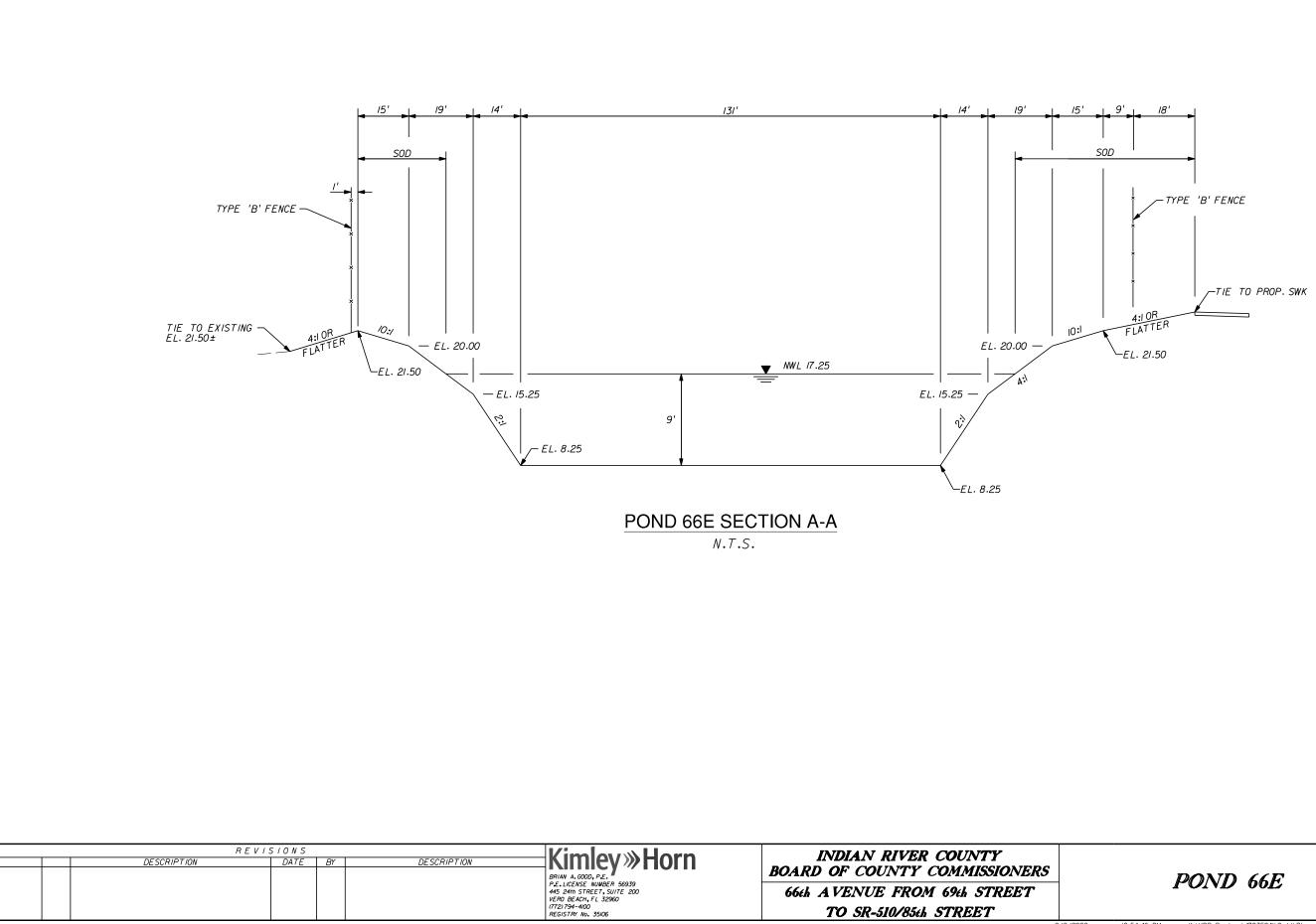
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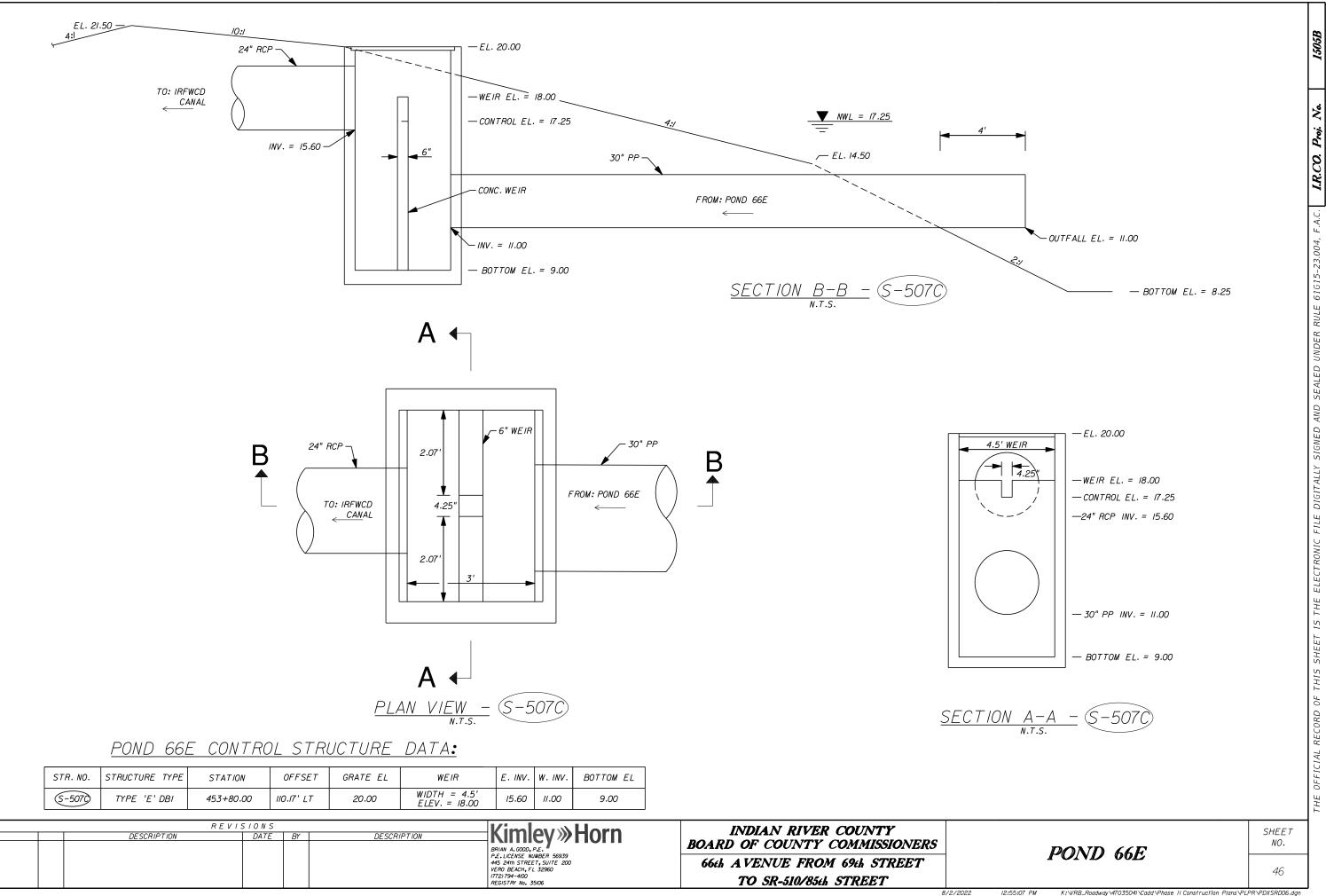
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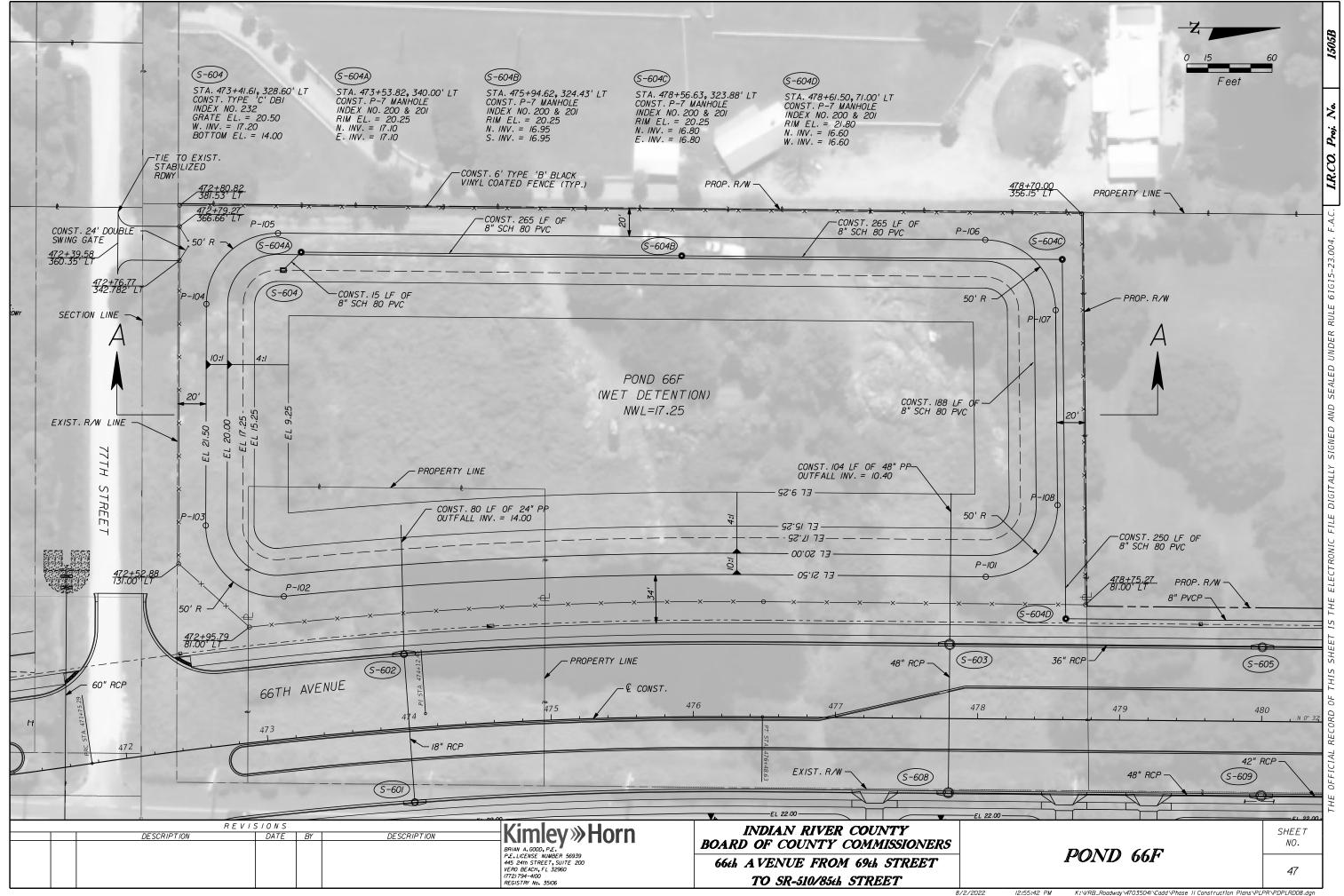
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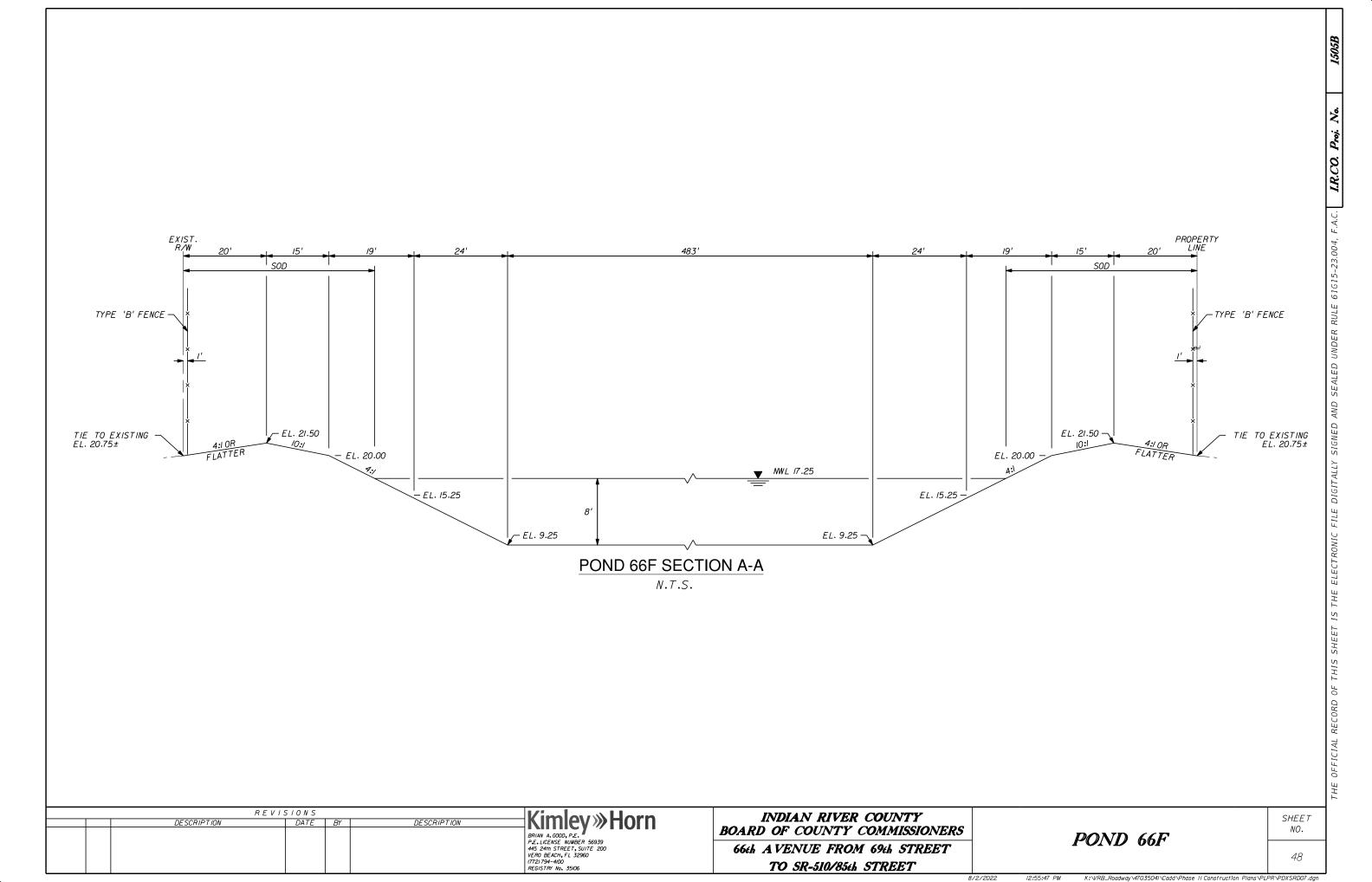
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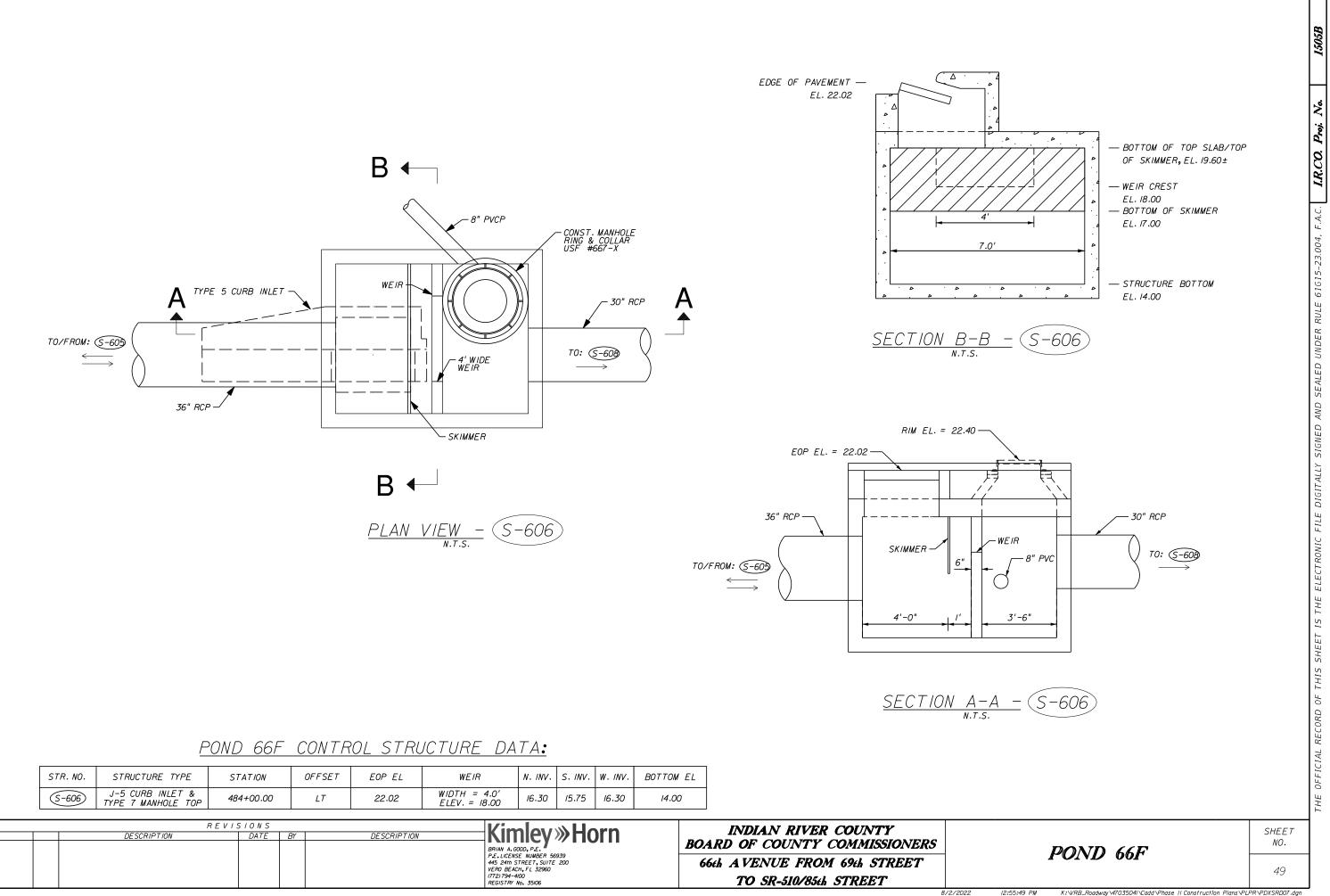


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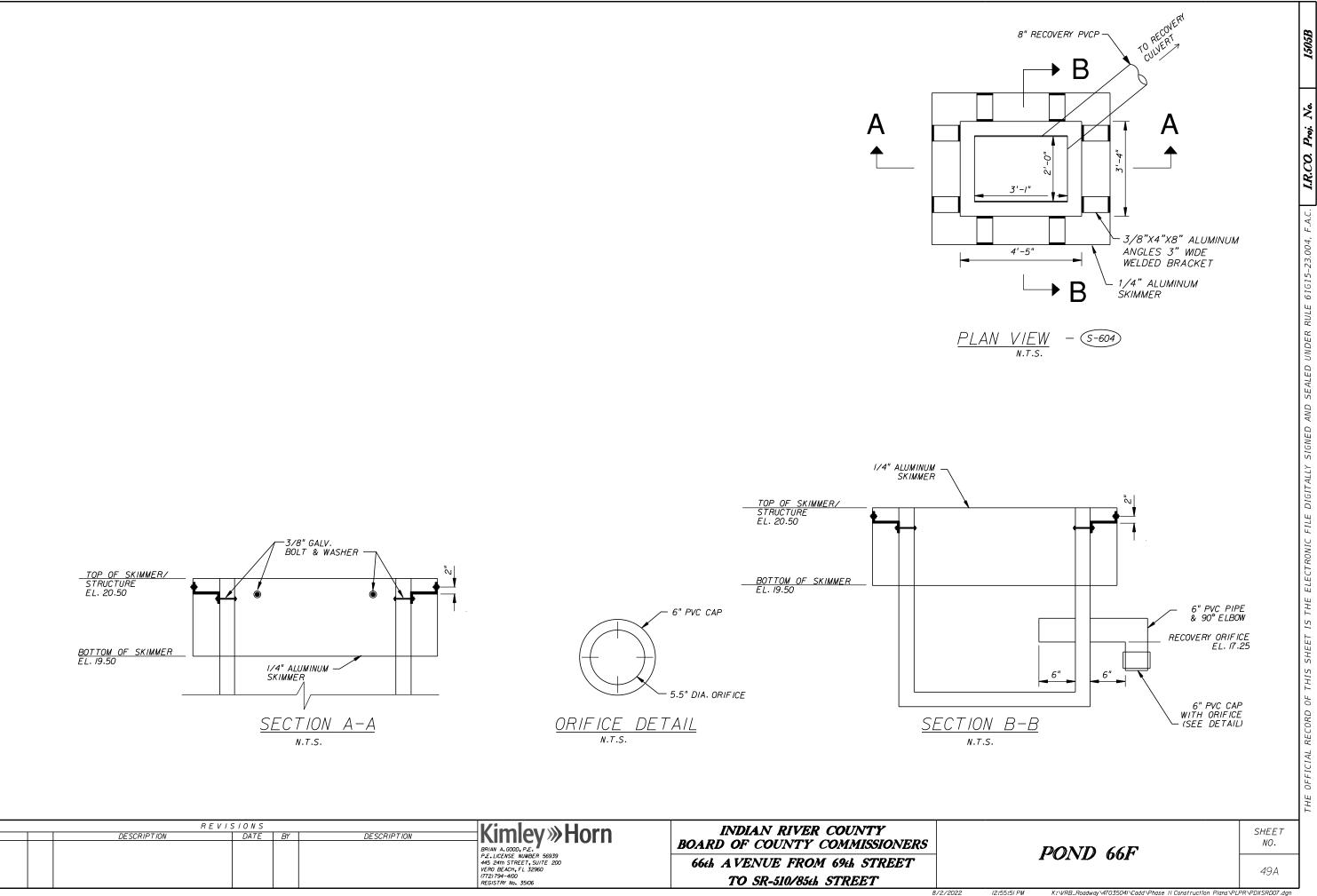
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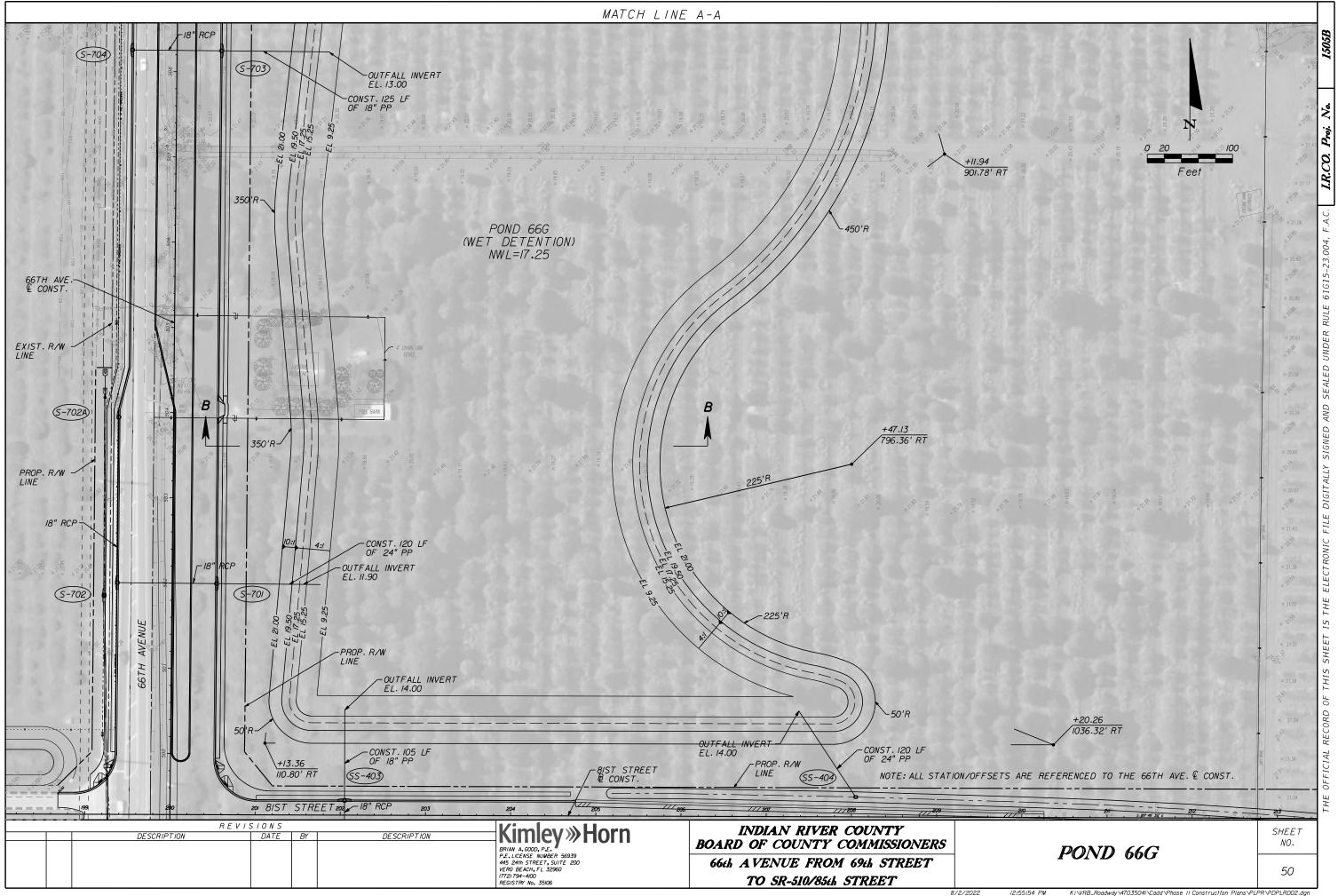


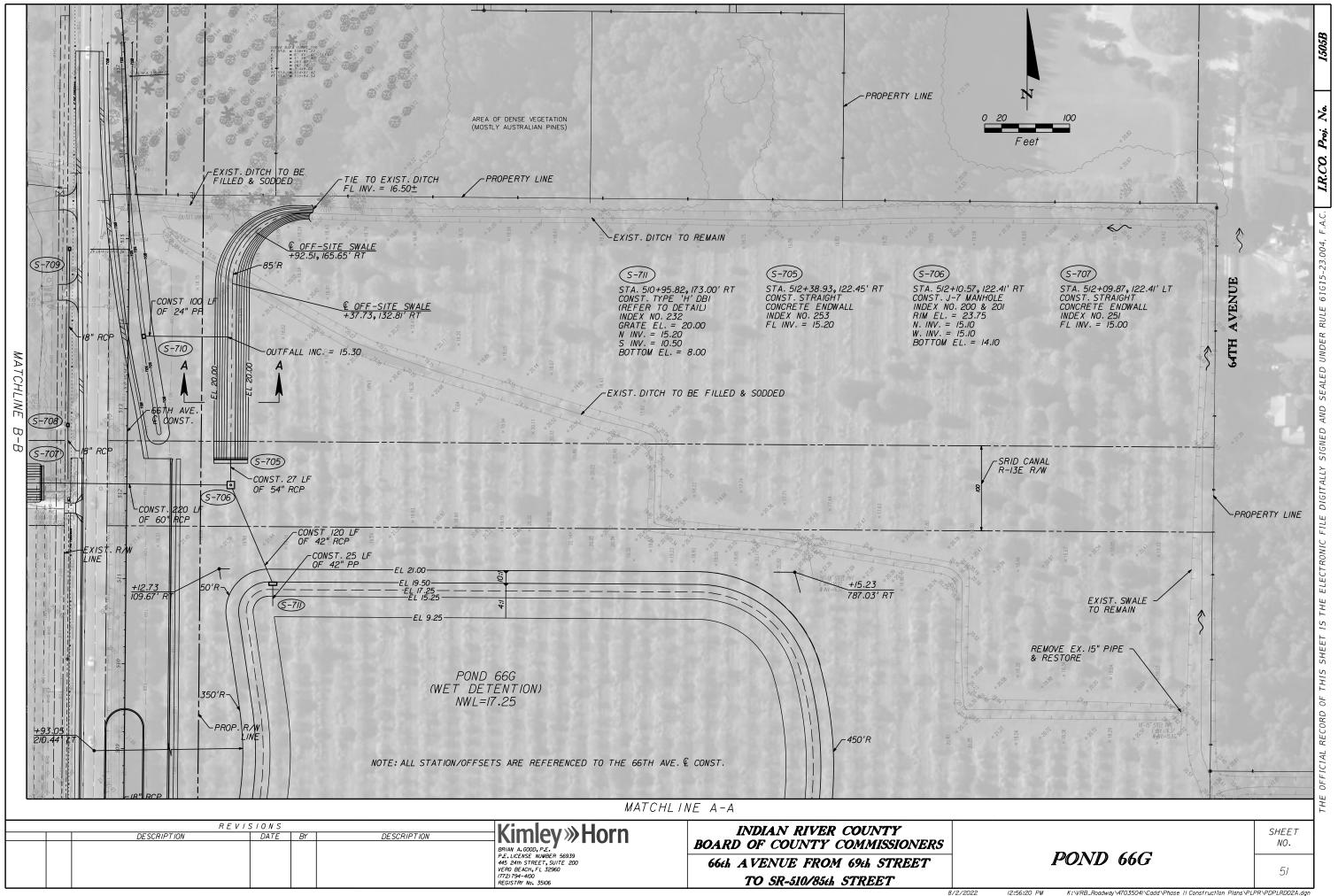


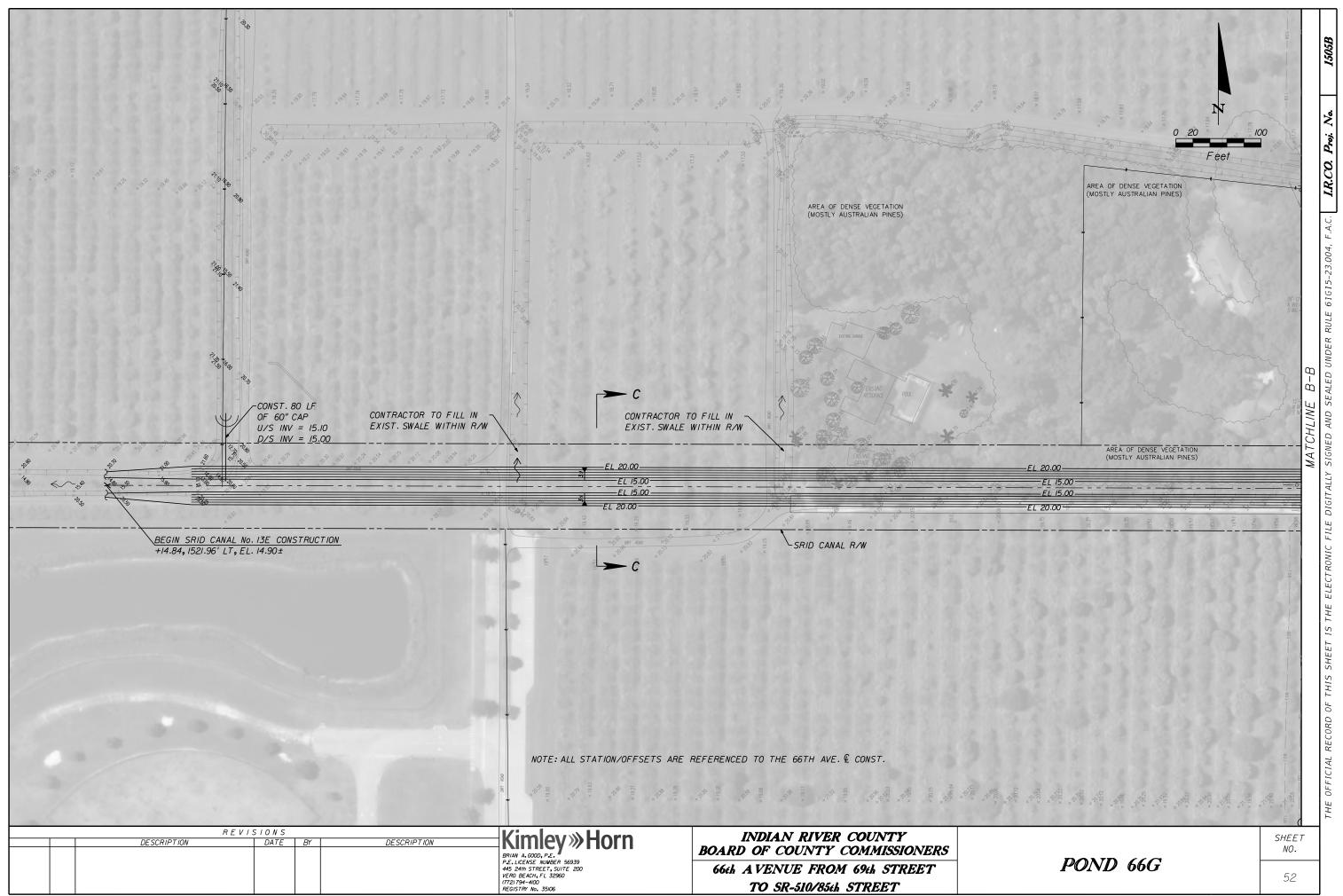


R E V I	SIONS		Vine la un llare	INDIAN RIVER COUNTY	
DESCRIPTION	DATE	BY DESCRIPTION	BRIAN A. GOOD, P.F.	BOARD OF COUNTY COMMISSIONERS	
			DINIM 4.2007,72.5 P.E. LICENSE NUMBER 56939 445 2411 STREET, SUITE 200 VERD BACH, FL 32960	66th AVENUE FROM 69th STREET	
			(772)794-400 REGISTRY No. 35/06	TO SR-510/85th STREET	

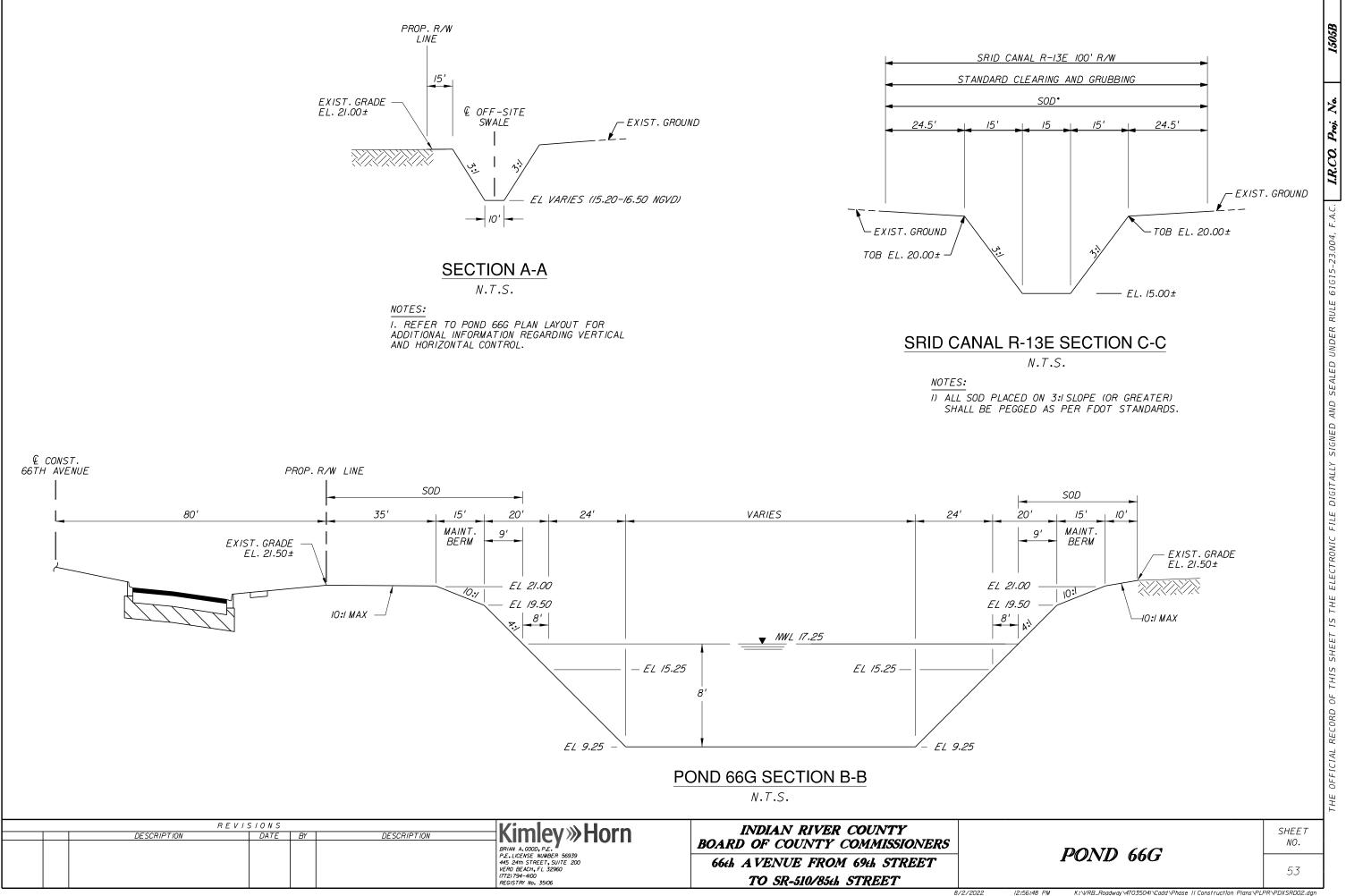


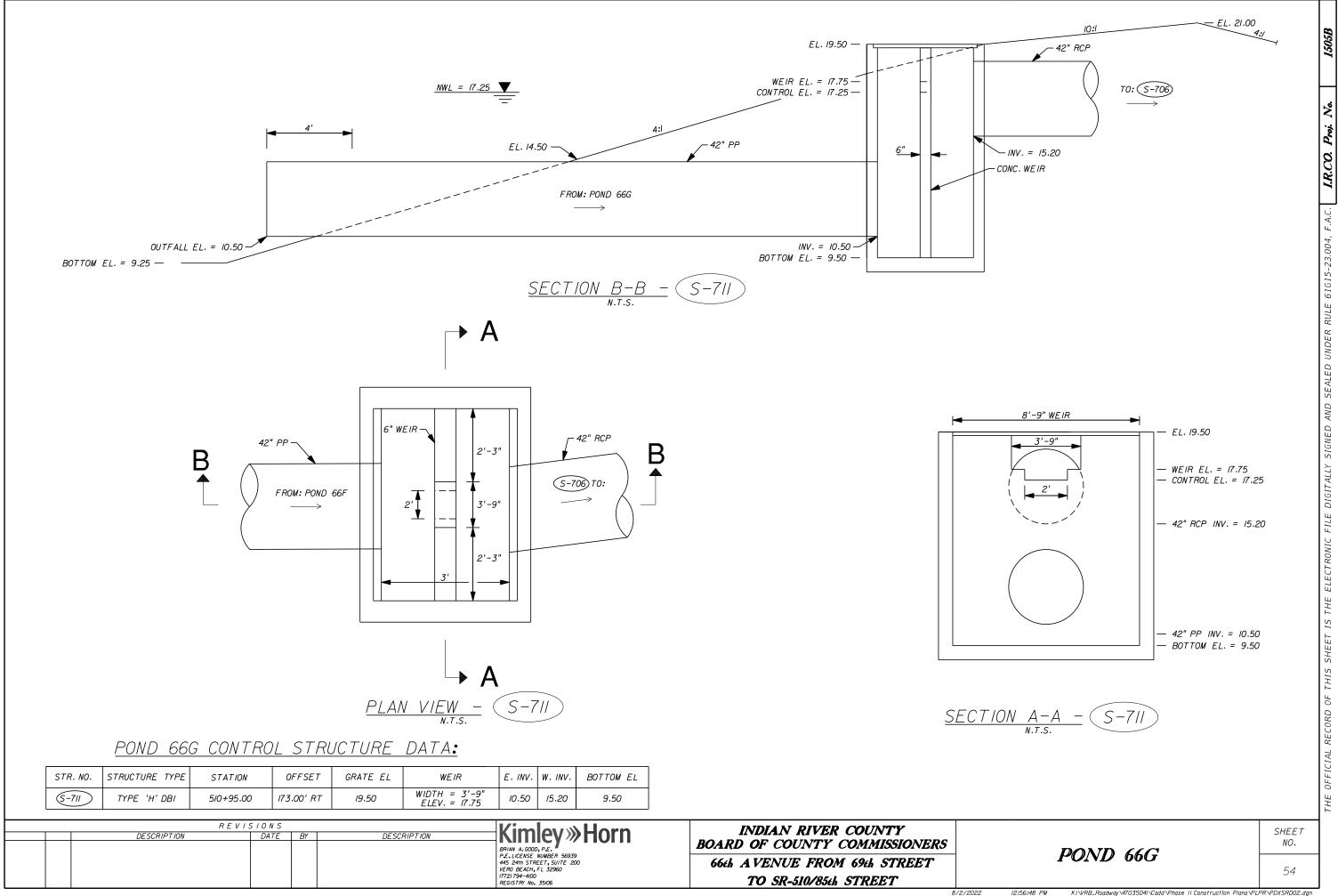


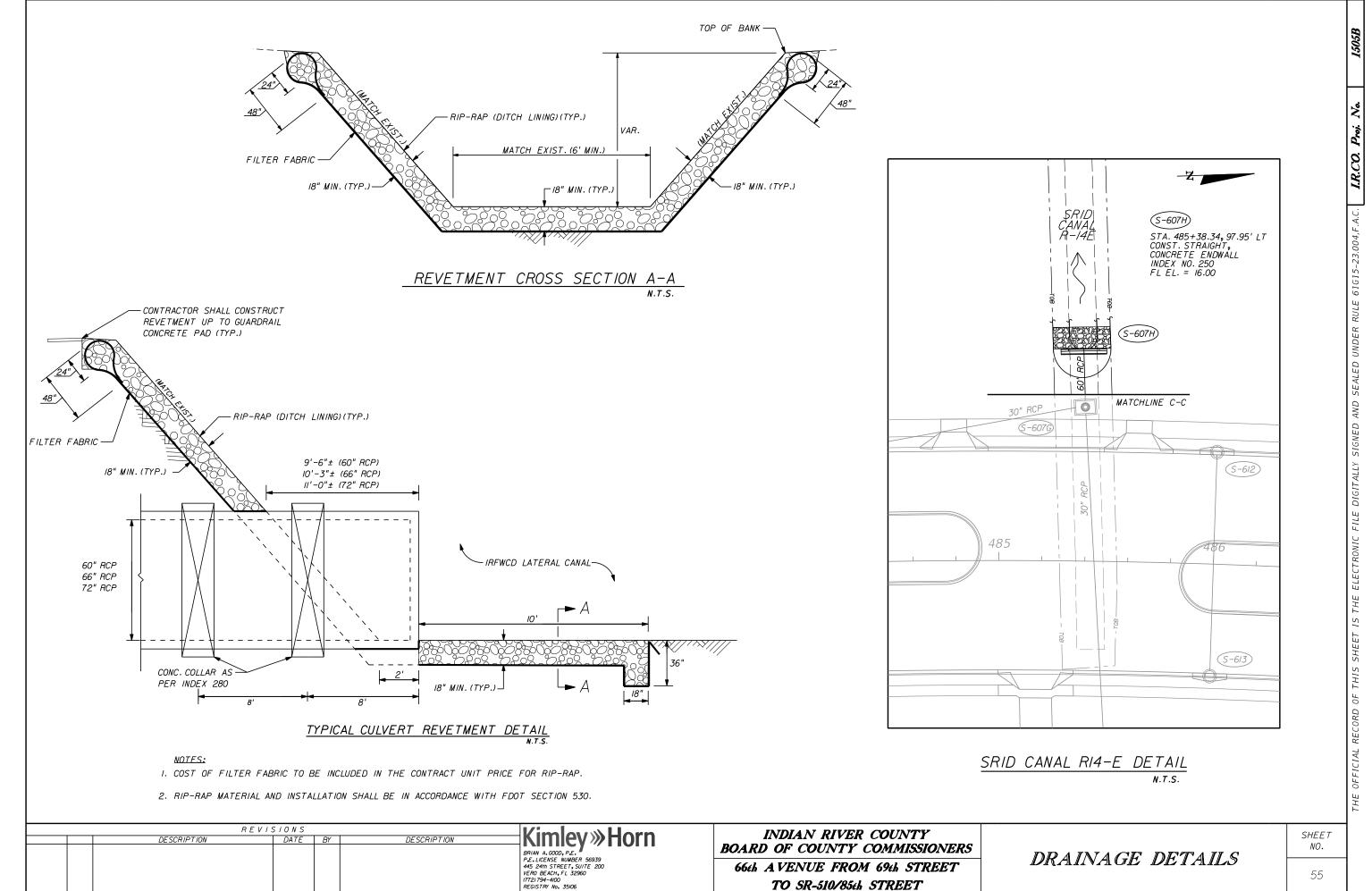




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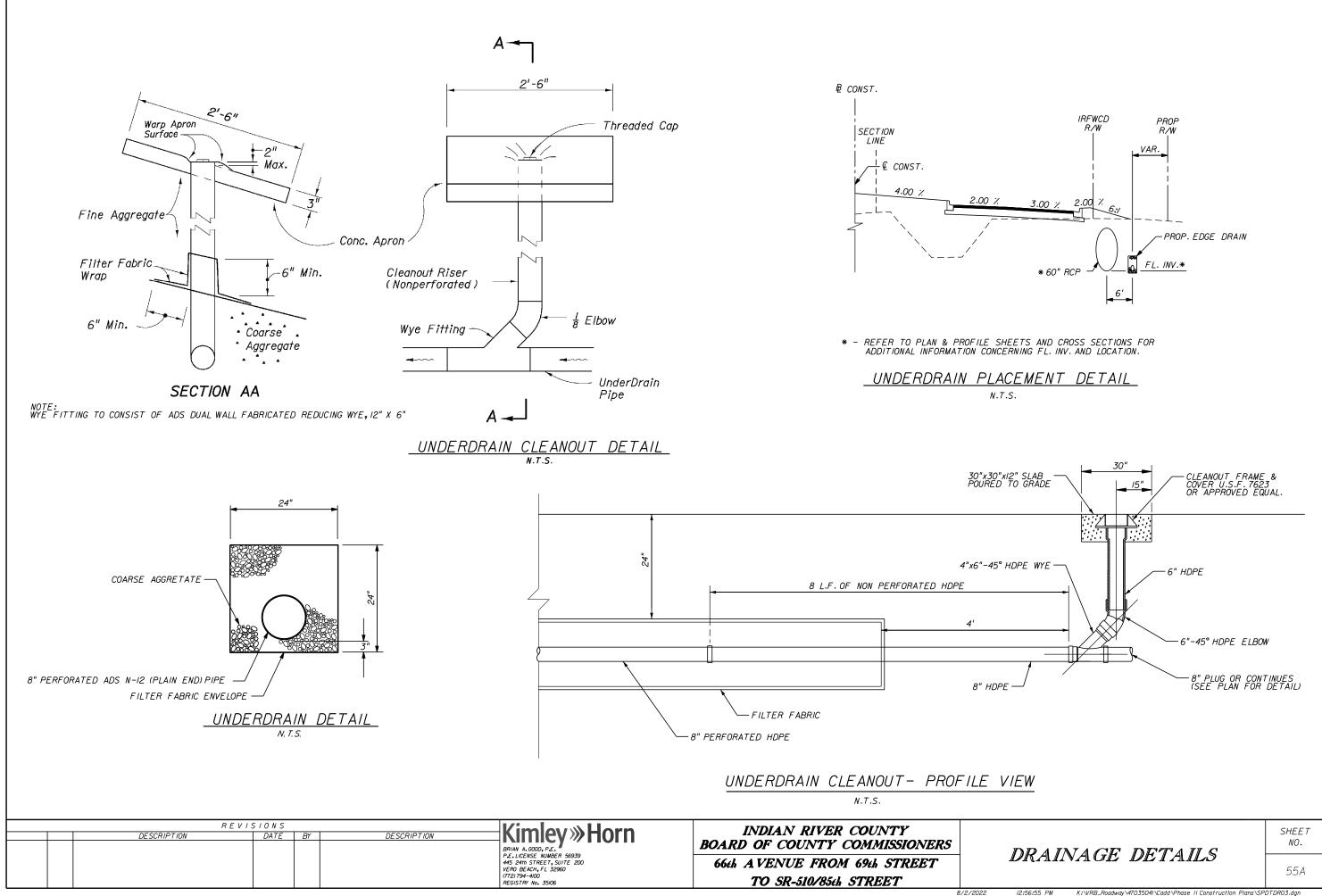




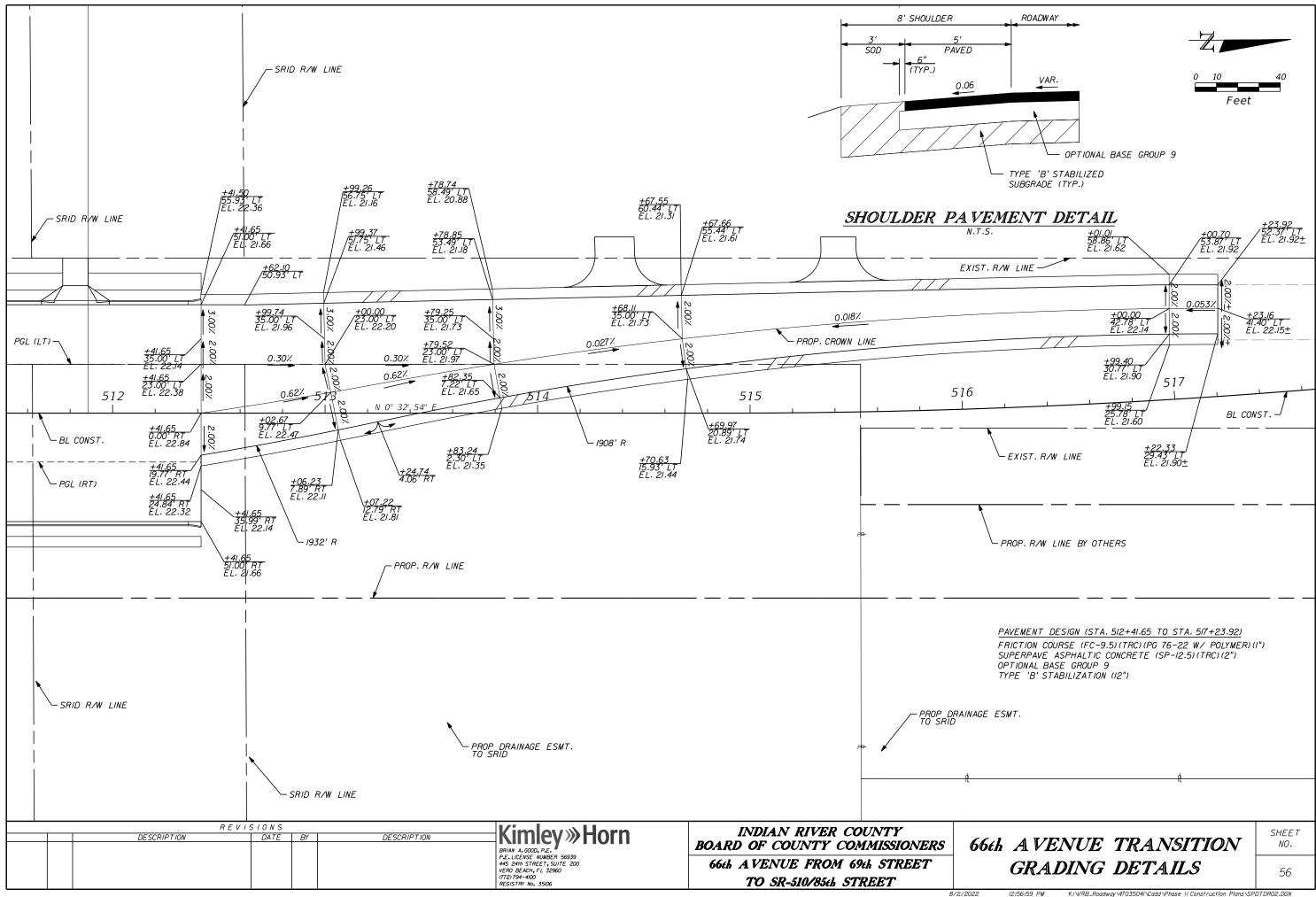


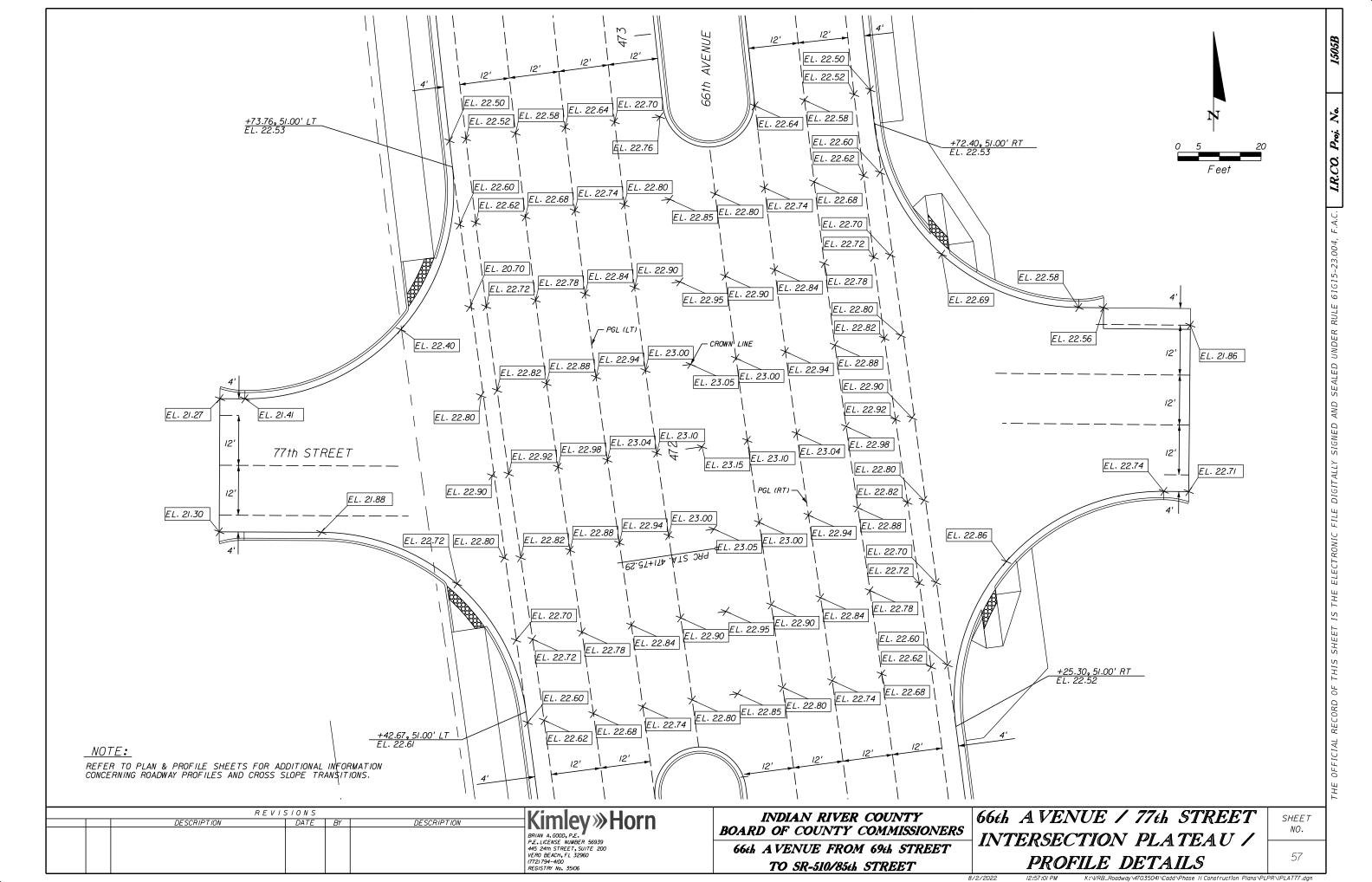
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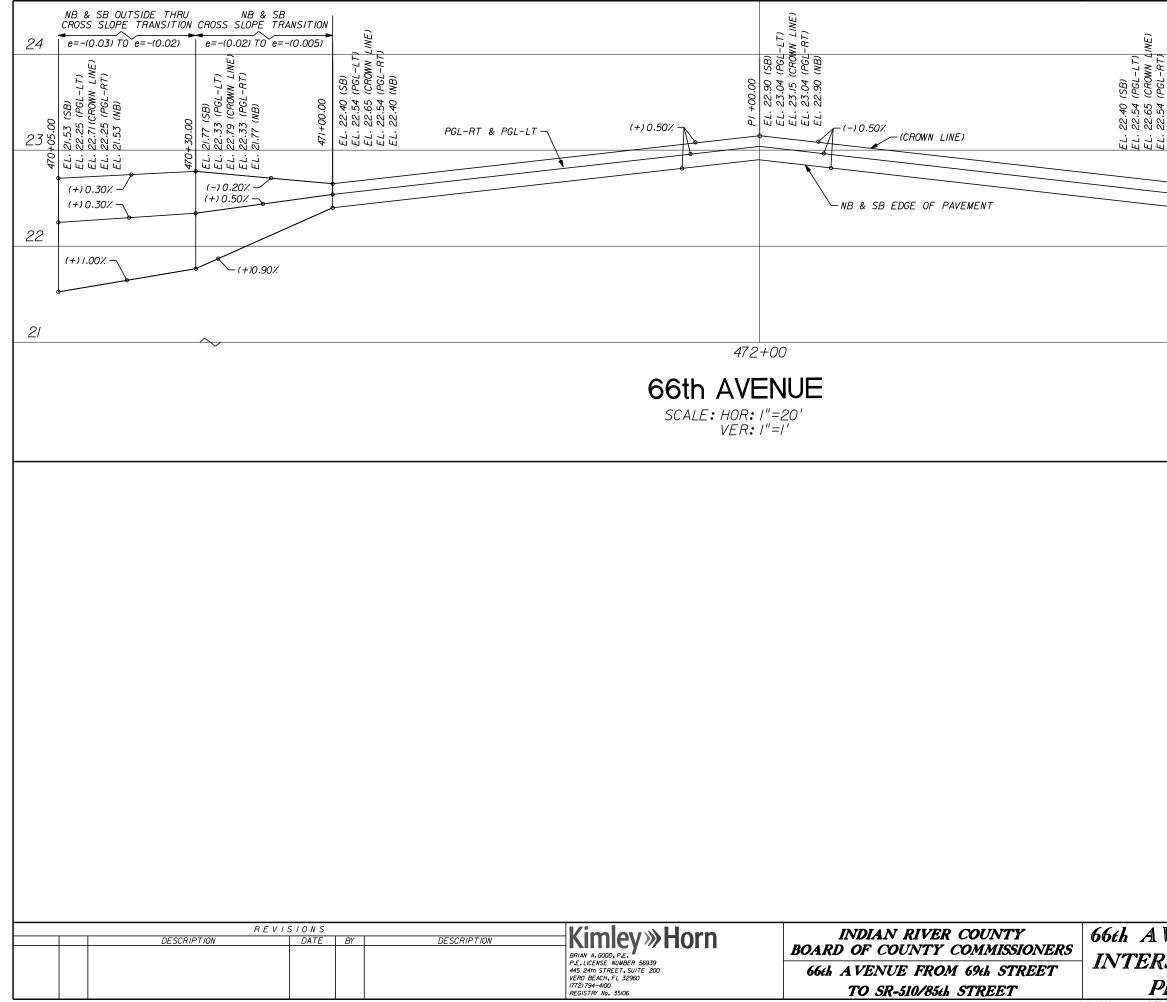
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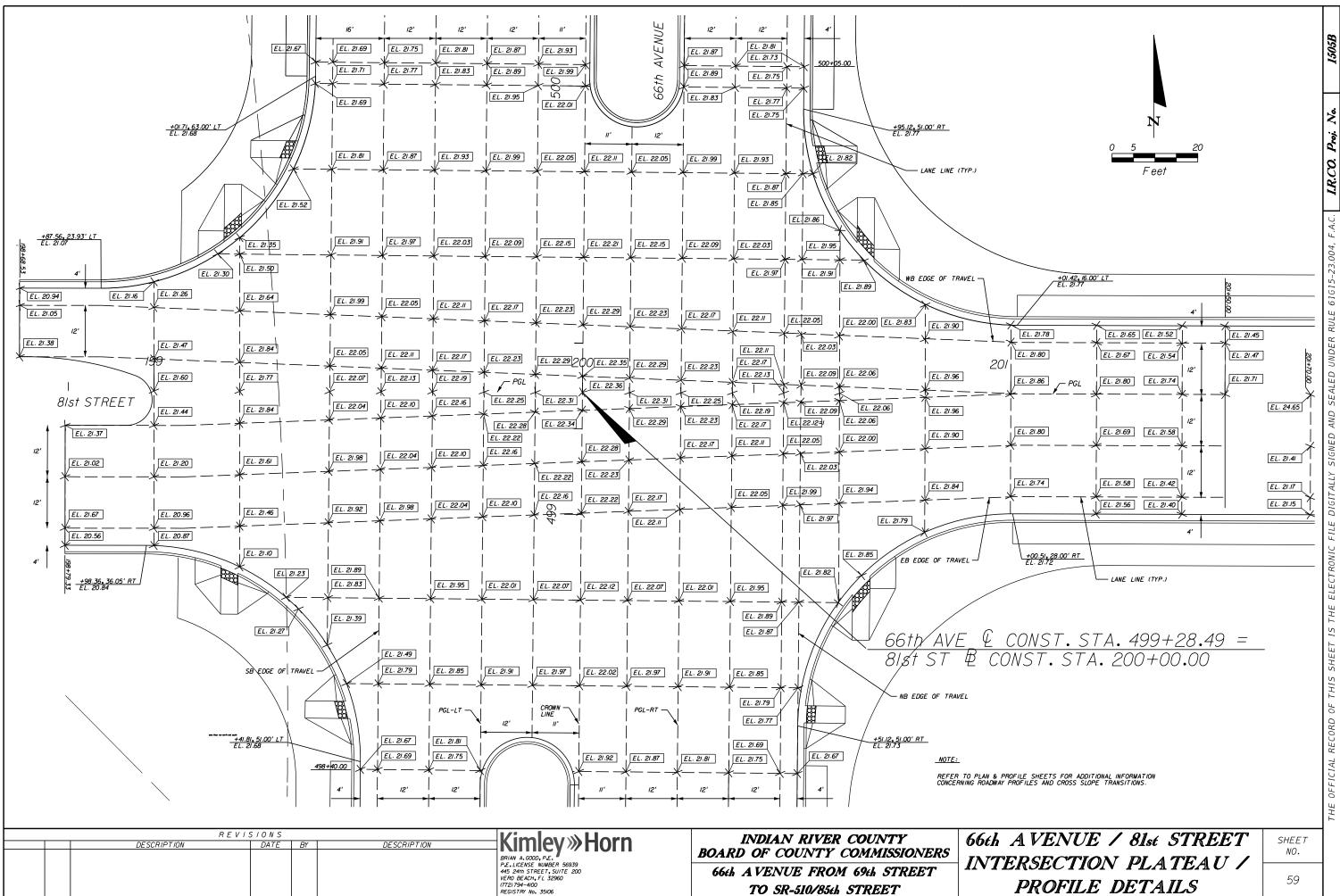




IE)	NB & SB CROSS SLOPE TRANSITION	CROSS SLOPE TRANS			5 <i>B</i>
EL. 22.65 (CROWN LINE) EL. 22.54 (PGL-RT) EL. 22.40 (NB)	e=-(0.005) TO e=-(0.02)	e=-(0.02) TO e=-(0.			1505B
EL. 22.65 (CRC EL. 22.54 (PGL EL. 22.40 (NB)	473+00.00 473+00.00 EL. 21.77 (SB) EL. 22.33 (PGL-LT) EL. 22.33 (PGL-RT) EL. 22.33 (PGL-RT) EL. 21.77 (NB)	+70.00 21:52 (SB) 22:25 (PGL-LT) 22:11 (CROWN LIVE)	22.25 (PGL-RT) 21.52 (NB)	00.	No.
EL. 5	473- EL. 21.77 EL. 22.7 EL. 22.7 EL. 22.7	473+70.00 EL: 21.52 EL: 22.25 EL: 22.25		473+95.00	I.R.CO. Proj. No.
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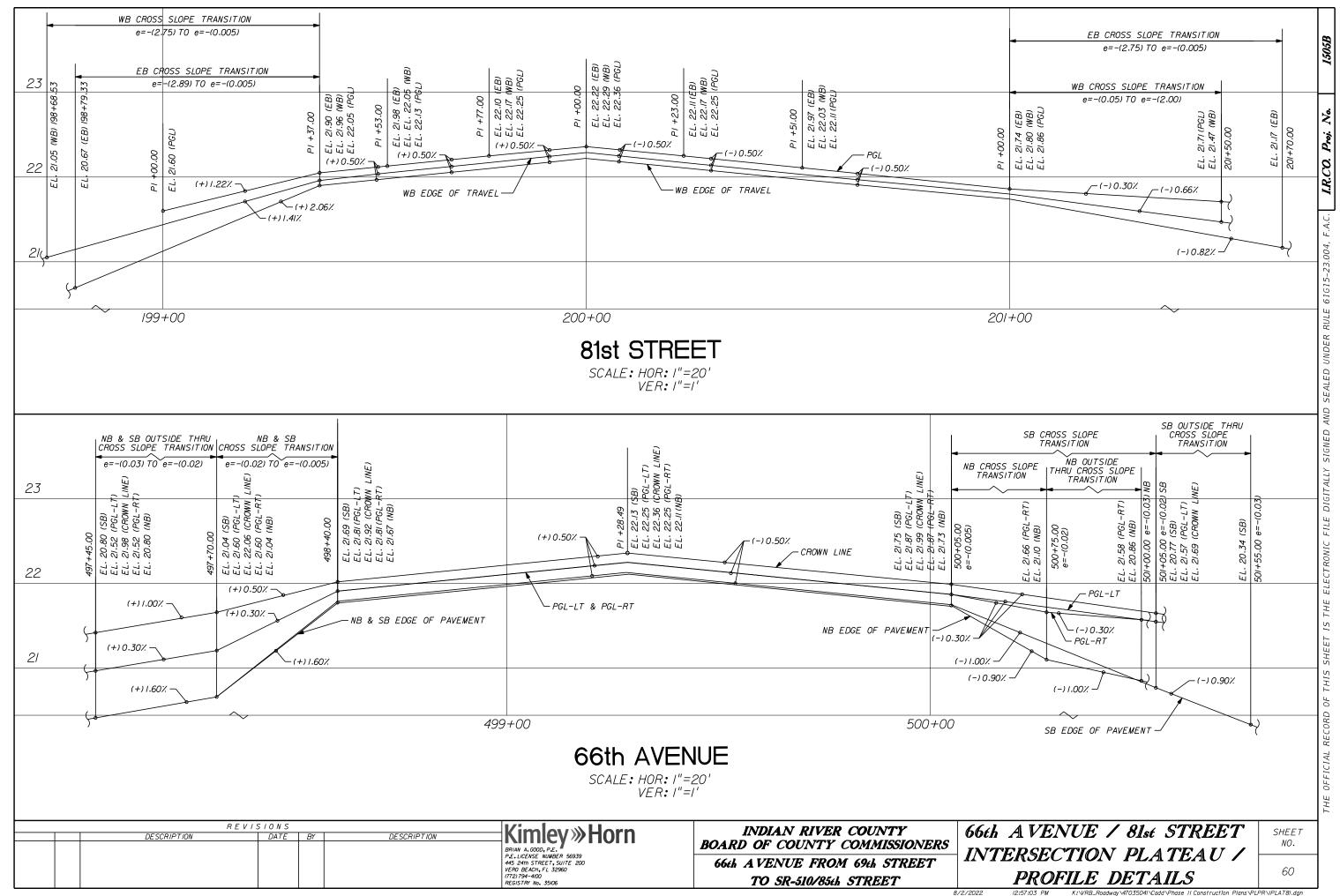
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DATE OF SURVEY: DECEMBER 2006 SURVEY MADE BY: M. BAHIRADHAN SUBMITTED BY: M. BAHIRADHAN PROJECT No. <u>06-11-2352</u>

8/2/2022

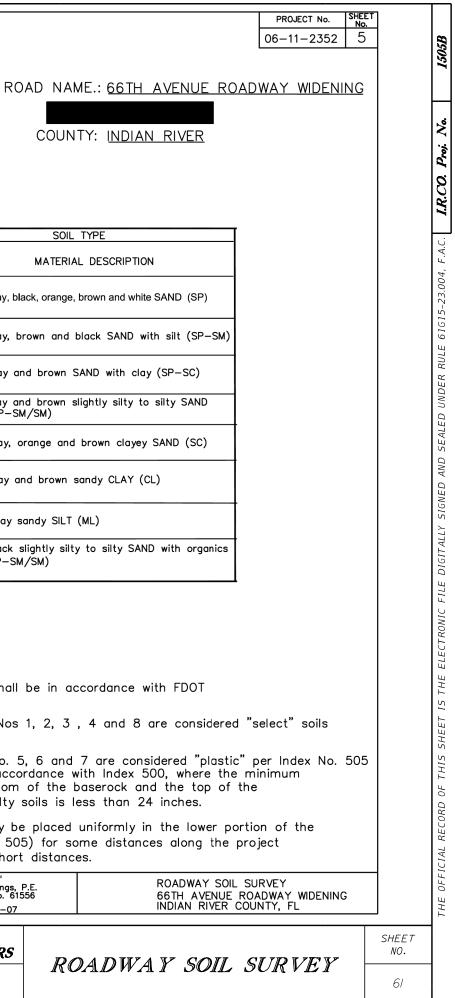
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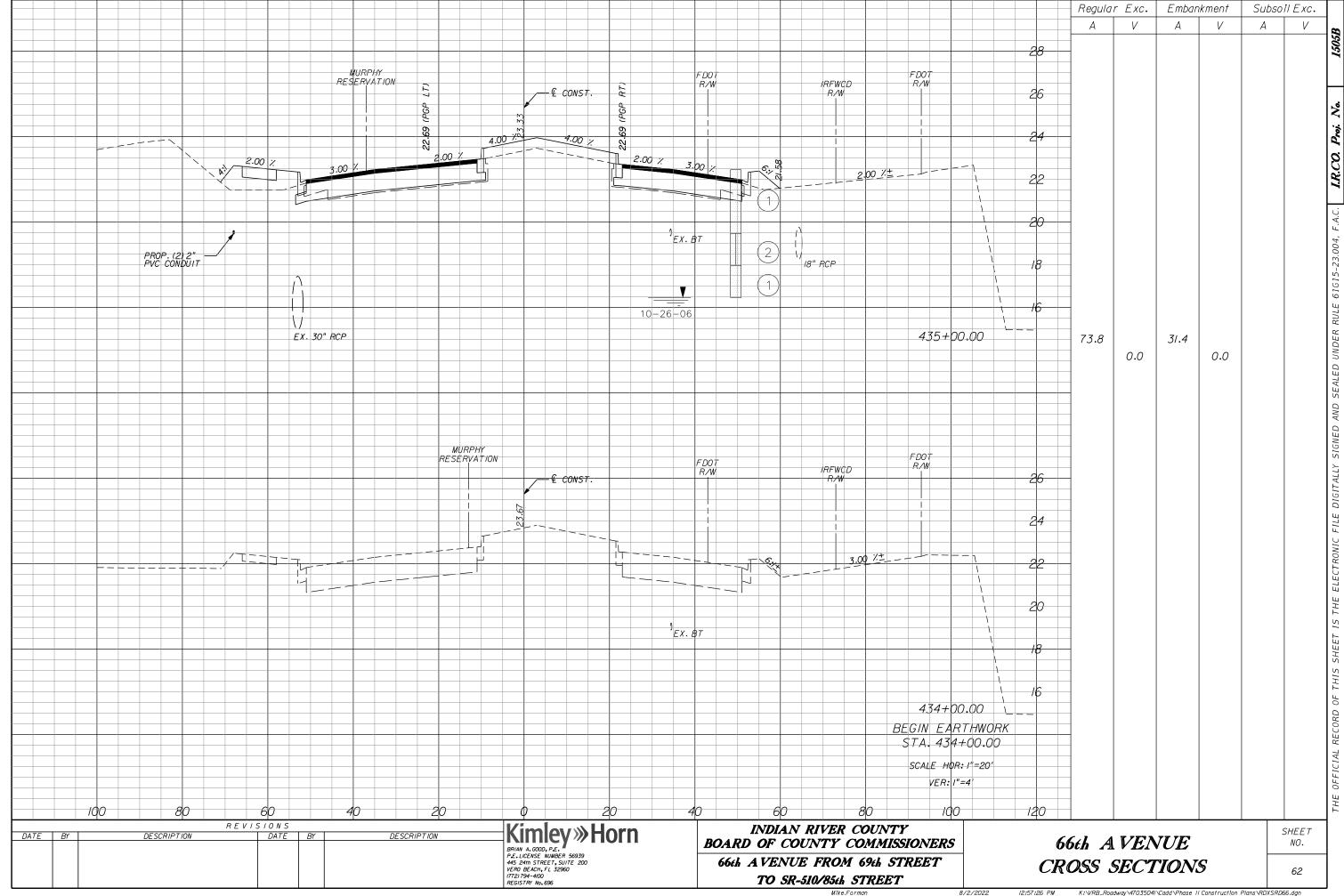
CROSS SECTION SOIL SURVEY 66TH AVENUE ROADWAY WIDENING

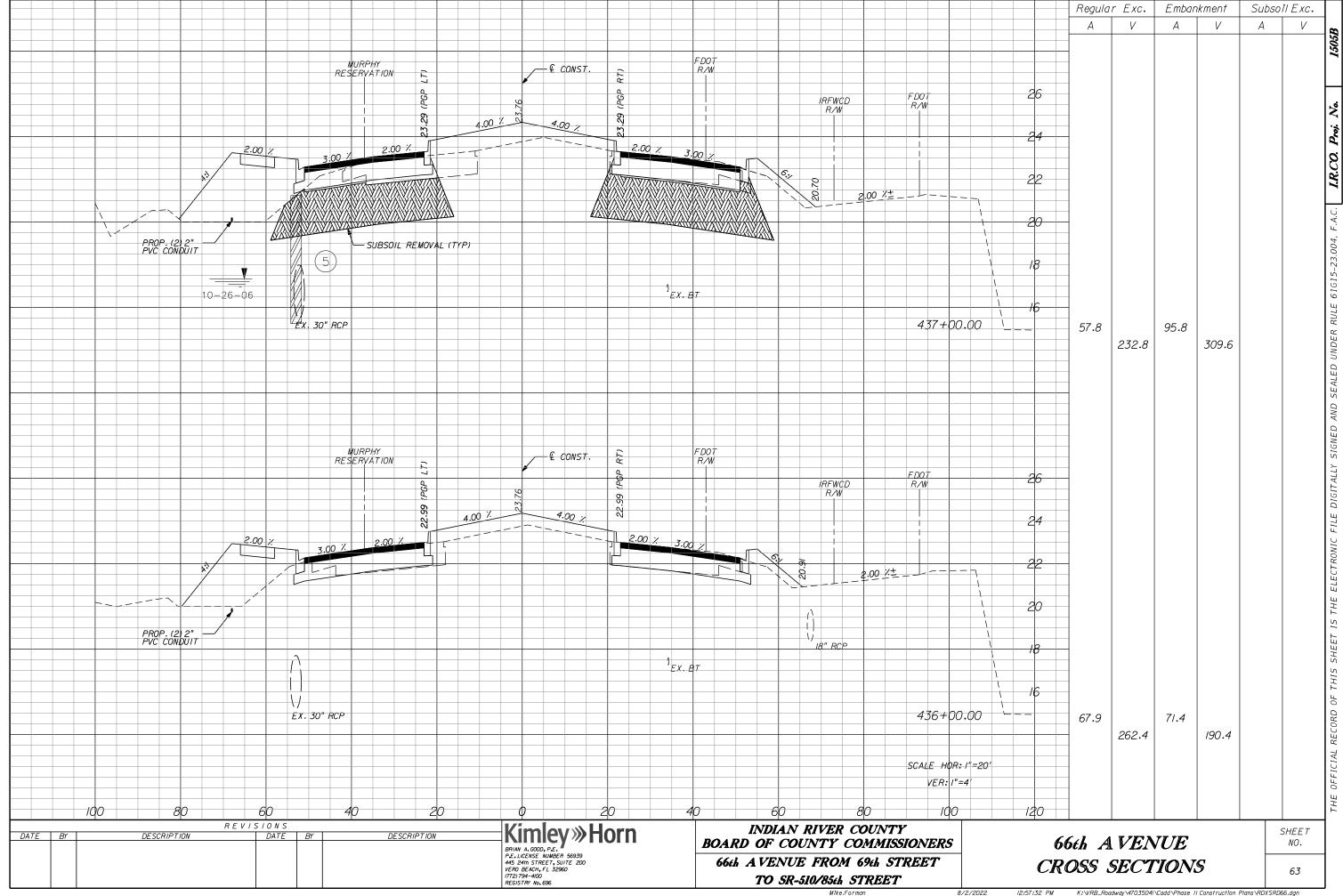
ORGANIC CONTENT					SIEVE ANALYSIS					ATTERBERG LIMITS (%)			SOIL TYPE		
STRATUM NO.	NO. OF TESTS	% ORGANIC	% MOISTURE	NO. OF TESTS	% PASSING 10 MESH	% PASSING 40 MESH	% PASSING 60 MESH	% PASSING 100 MESH	% PASSING 200 MESH	NO. OF TESTS	LIQUID LIMIT	PLASTICITY INDEX	AASHTO GROUP	MATERIAL DES	
1	3	_	1.7–5.7	3	-	-	-	-	1.9–3.1	-	-	_	A-3	Gray, black, orange, brown	
2	1	6.1	21.3	6	-	_	_	-	5.5-9.5	-	_	_	A-3	Gray, brown and black	
3	-	-	-	-	-	-	-	-	-	-	-	_	A-3	Gray and brown SAND	
4	1	4.3	13.6	14	-	_	_	_	10.7–25.0	2	22–23	1	A-2-4	Gray and brown slightly (SP—SM/SM)	
5	1	5.8	26.2	15	_	-	-	-	14.1–28.3	3	22–27	6-10	A-2-4	Gray, orange and brown	
6	1	-	25.6	1	-	-	-	-	57.7	1	33	15	A-6	Gray and brown sandy	
7**	-	-	-	Ι	_	-	-	_	_	-	-	_	A-4	Gray sandy SILT (ML)	
8	4	3.5–12.9	10.6–24.9	4	-	-	-	-	9.7–12.4	-	_	-	A-2-4	Black slightly silty to s (SP—SM/SM)	

**- Stratum 7 soils were only encountered in bridge borings TB-6 and TB-7 below the depth of 37 feet,

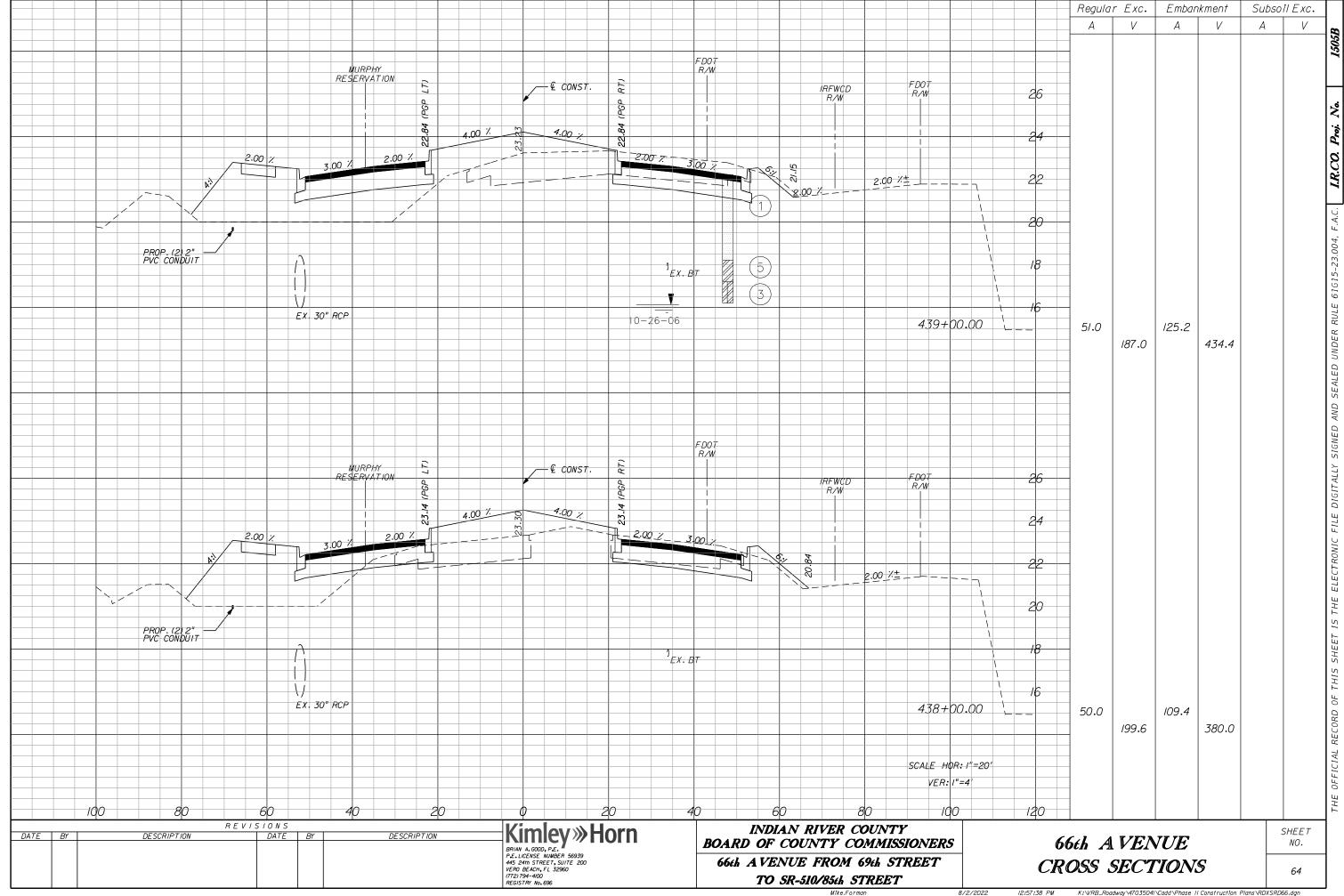
	GENERA	L LEGEND)					NOT	<u>ES</u>	
AASHTO	- AMERICAN A							(1)	Embankment construction shall Standard Index No. 505.	be in accordo
	HIGHWAY AN SOIL CLASSII			I OFFICIALS ASTM D 3282)				(2)	The materials from Strata Nos per Index No. 505.	1, 2, 3 , 4 a
								(3)	The material from Strata No. 5 and should be removed in accor separation between the bottom Strata 5, 6 and 7 clayey/silty s	rdance with In of the baserc
								(4)	Strata 5, 6 and 7 soils may be embankment (see Index No. 505 rather than full depth for short	5) for some d
DATE BY	DESCRIPTION	DATE	BY	REVISIONS DESCRIPTION	DATE BY	DE	ESCRIPTION		ERGER ENGINEERING & TESTING, INC. Chris L. Mings, F al • Materials Testing/Inspection • Environmental FL REG. No. 615	.Е. 56
								Geotechnic	al • Materials Testing/Inspection • Environmental Date +04-10-07	
	R E	VISIONS					0.1110		AN RIVER COUNTY	
DE	SCRIPTION	DATE	BY	DESCRIPTION			orn		COUNTY COMMISSIONERS	
					P.E. LICE 445 24th	NSE NUMBER 56939 STREET, SUITE 200		66th AVE	NUE FROM 69th STREET	ROAL
					(772) 794	ACH, FL 32960 -4100 ' No. 35106		то	SR-510/85th STREET	

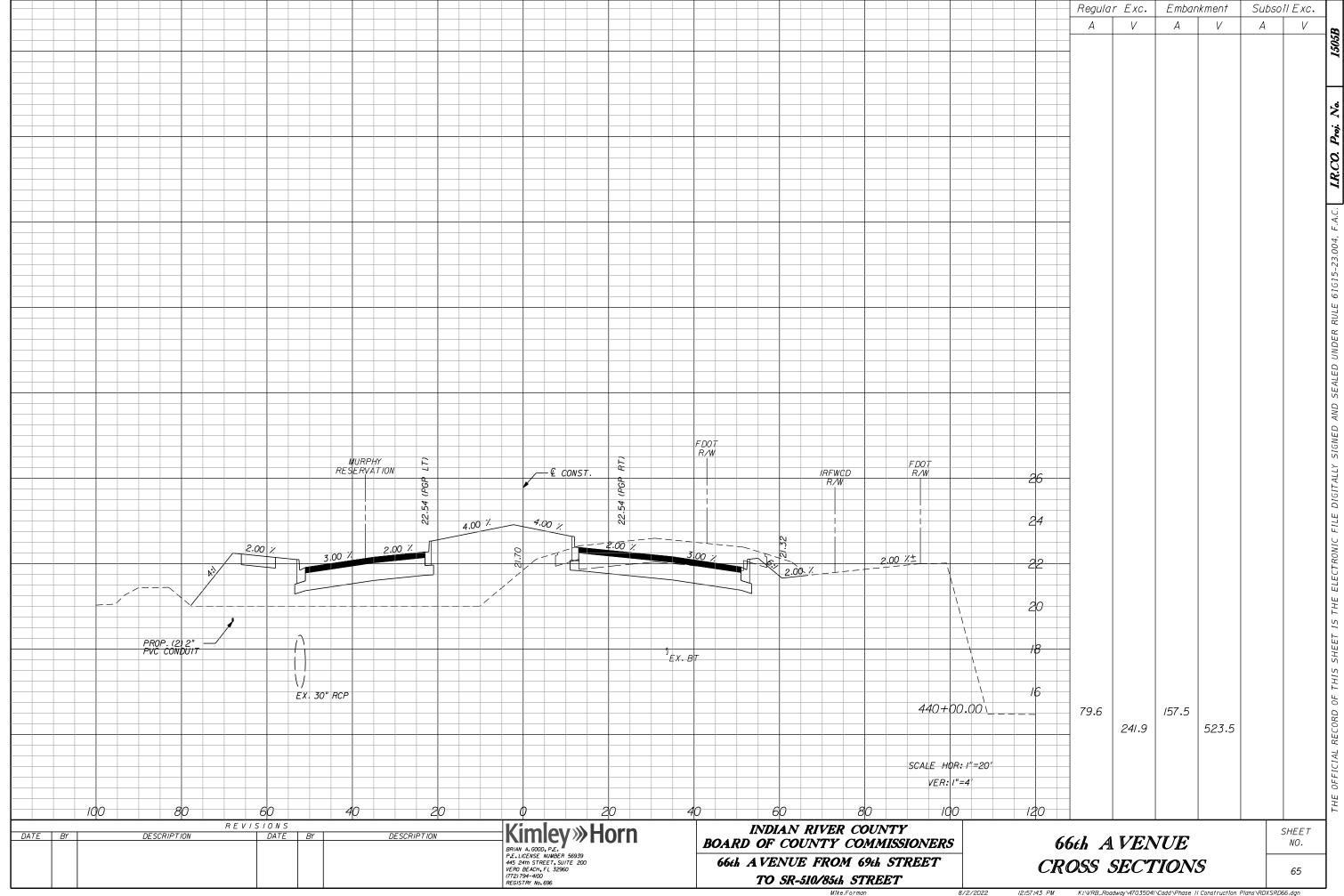


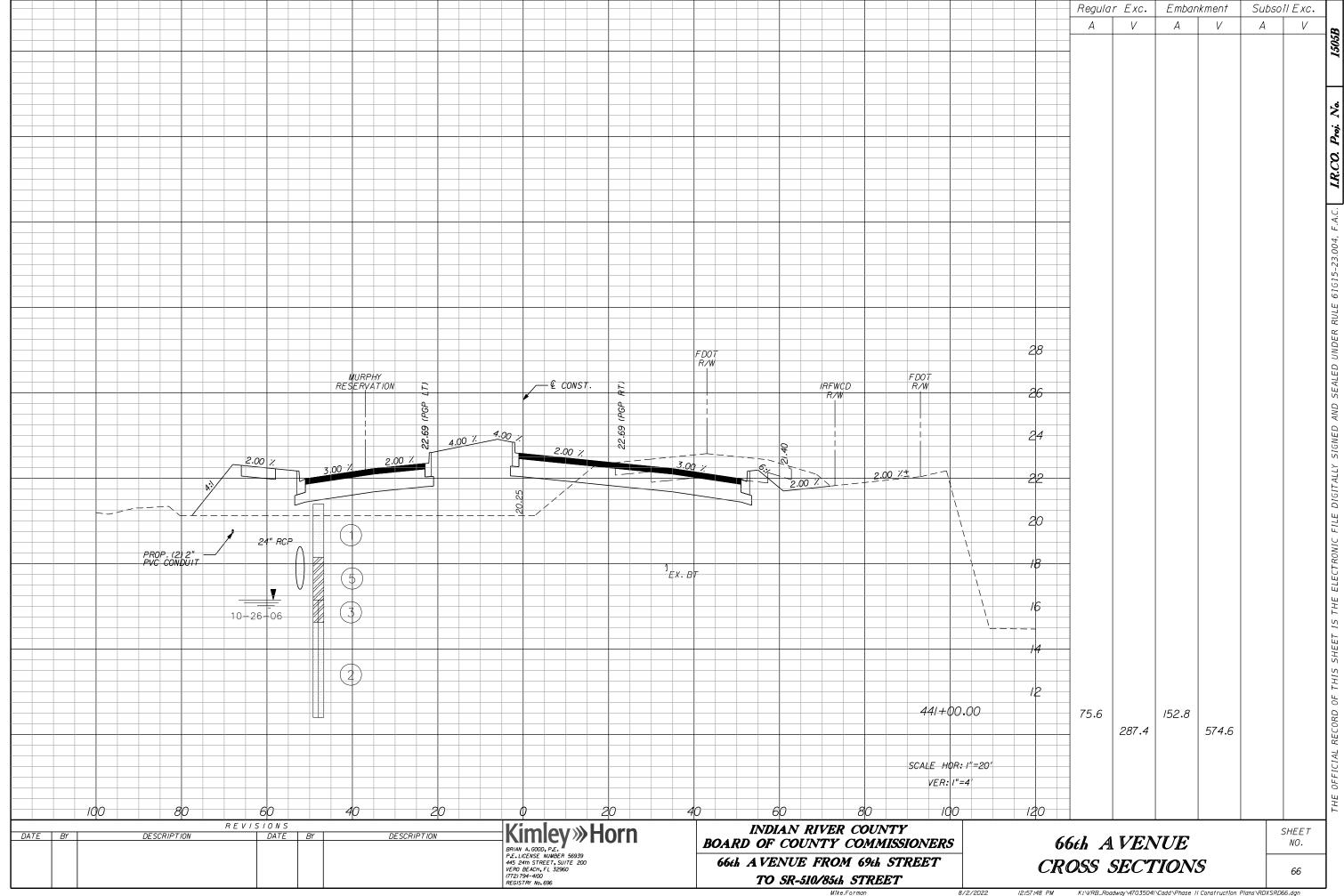


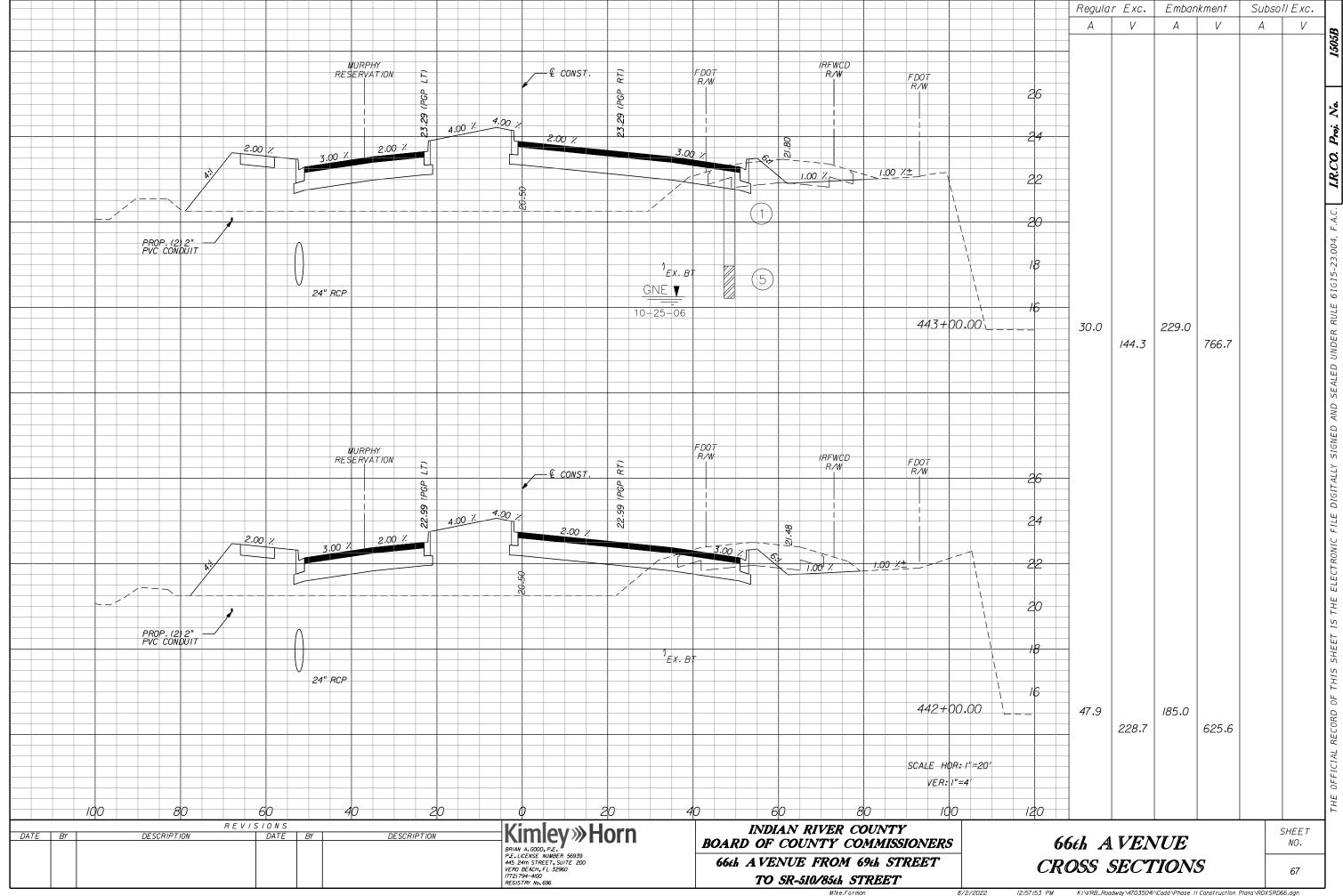


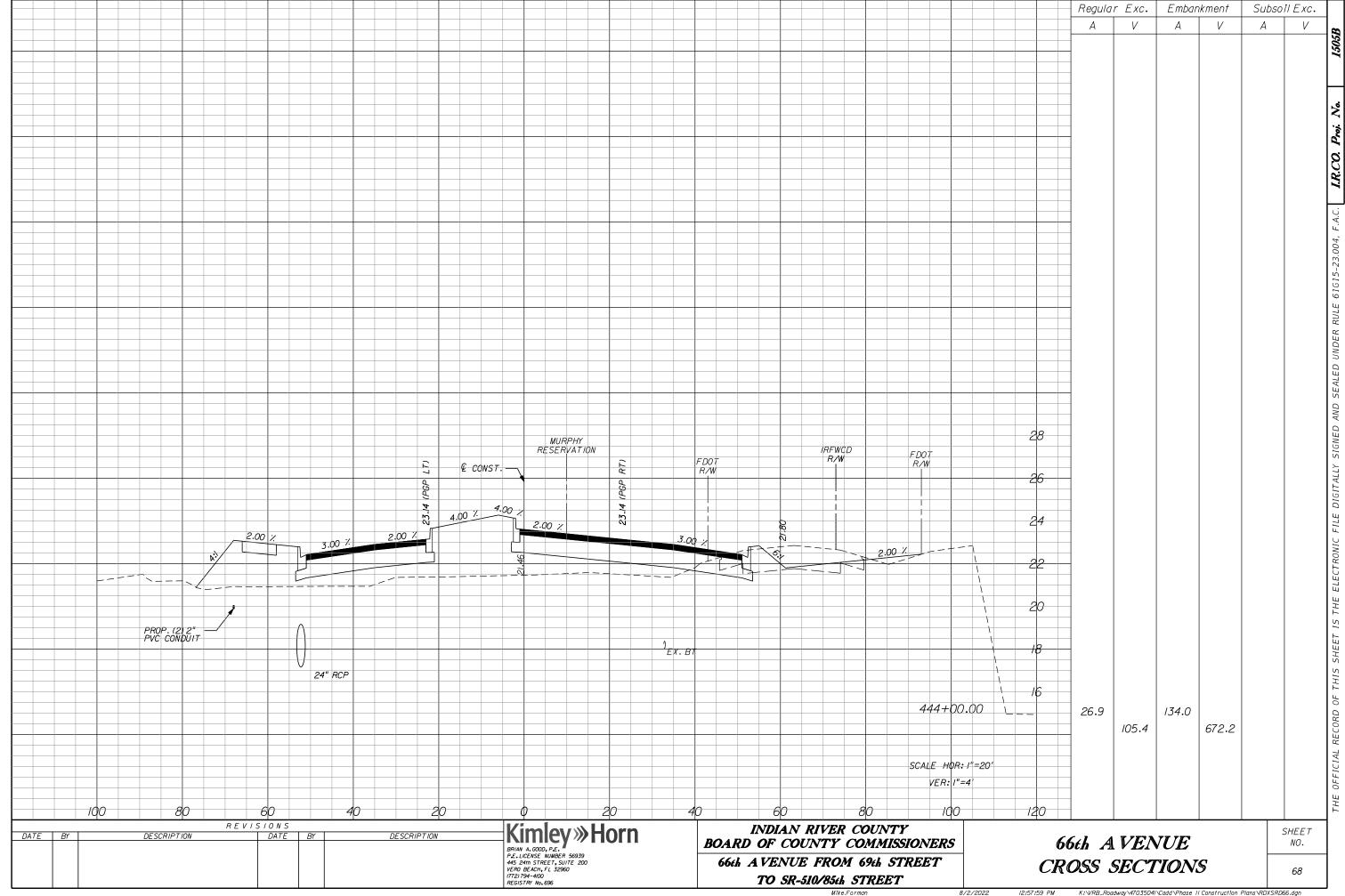
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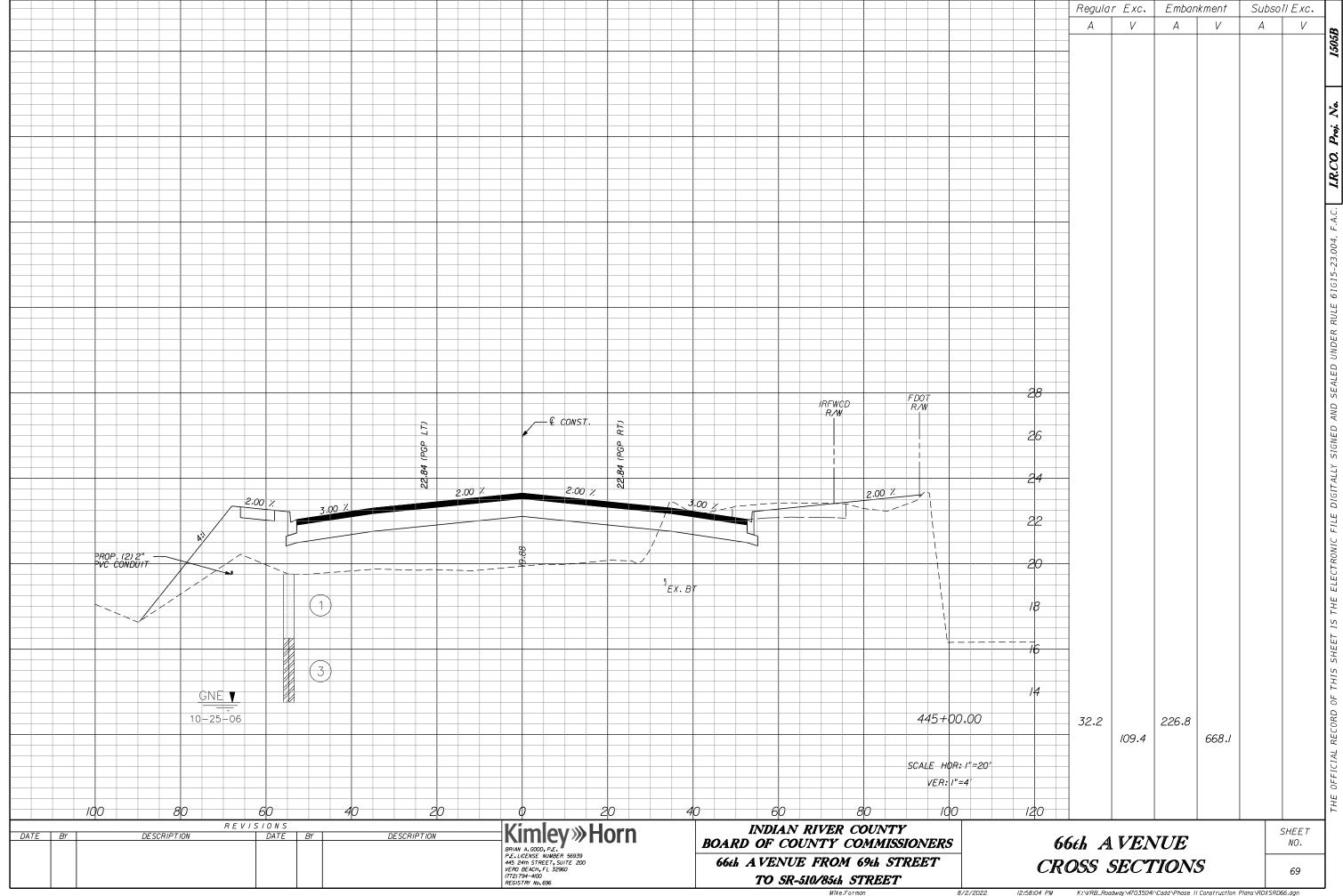


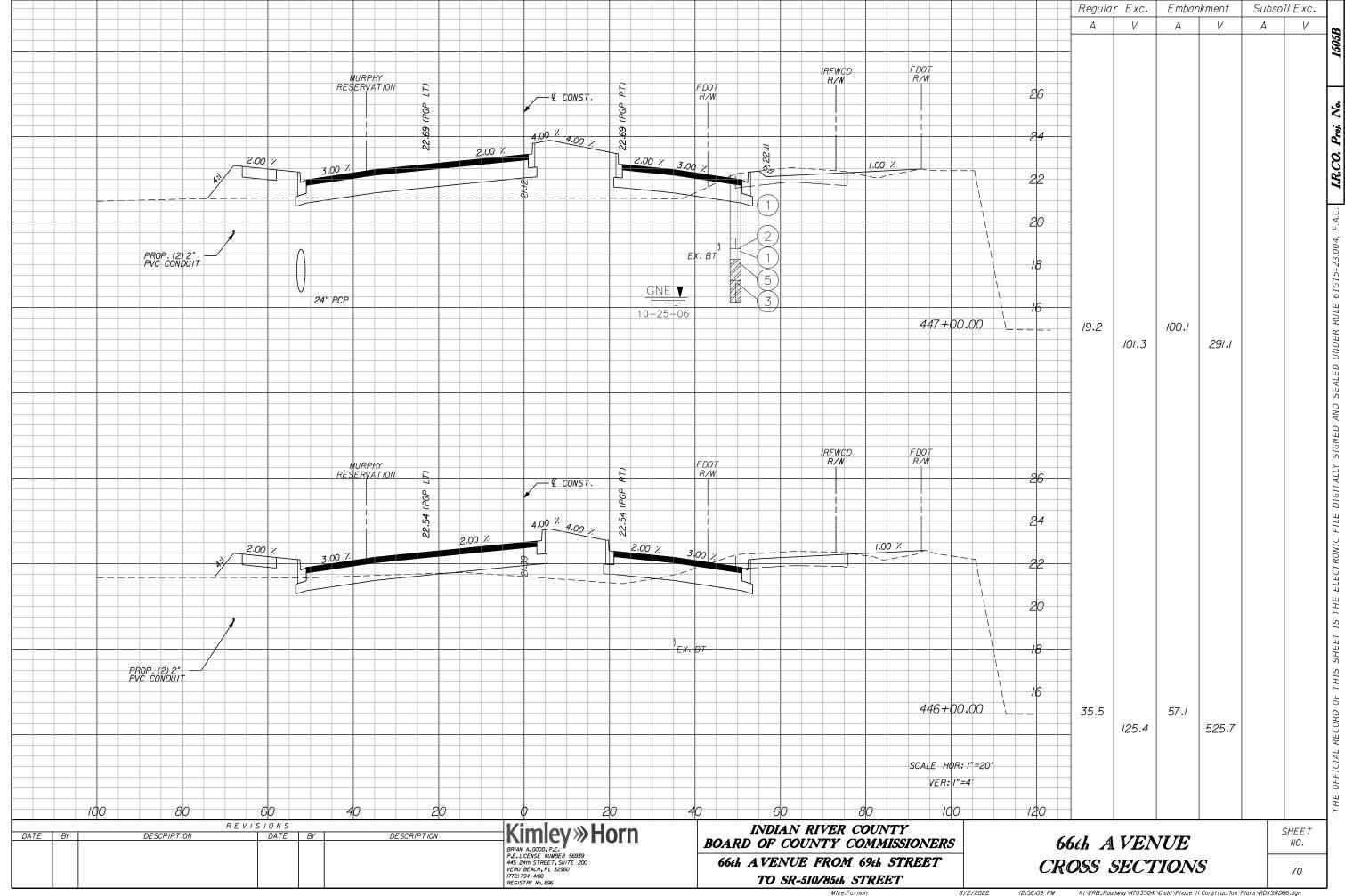




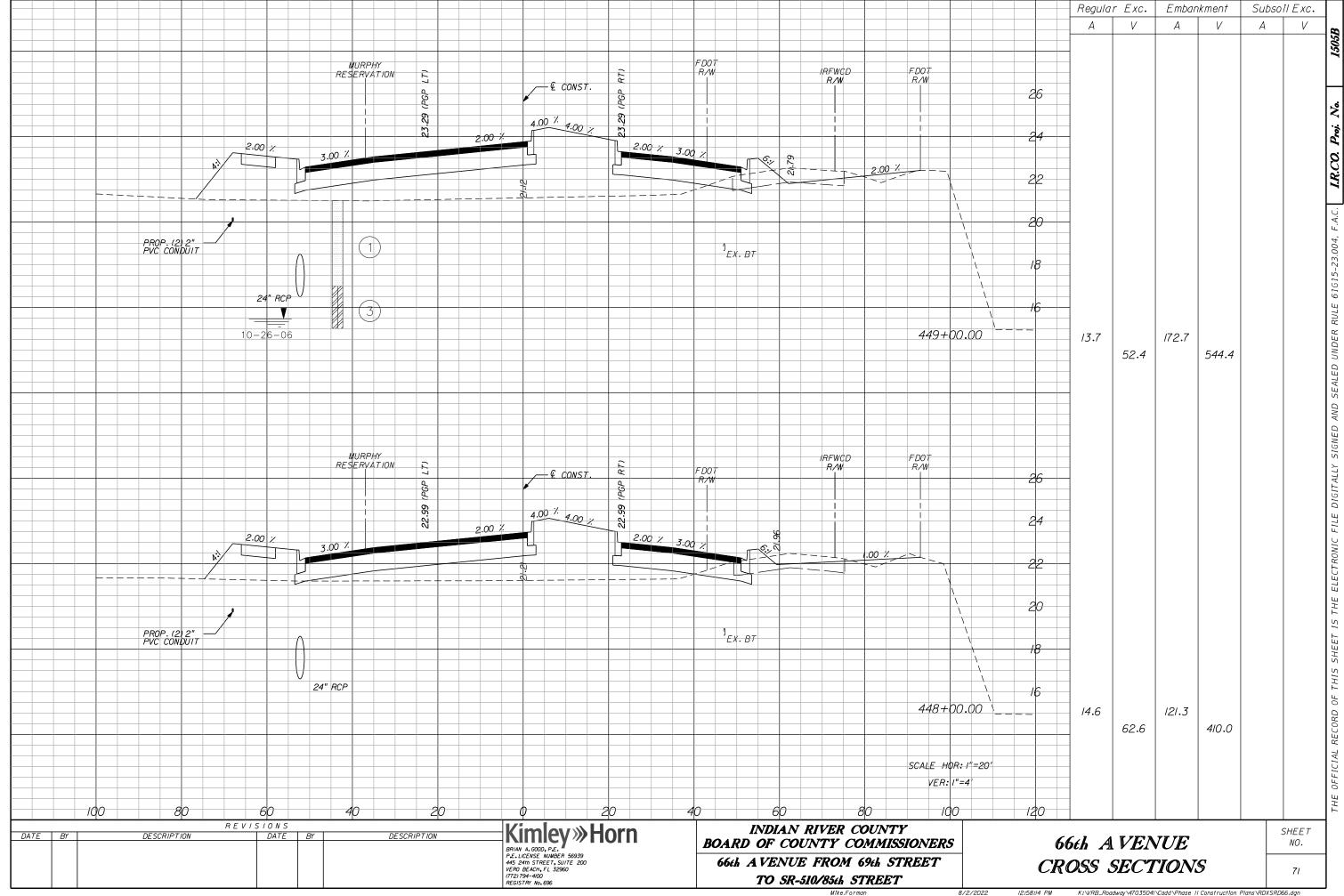




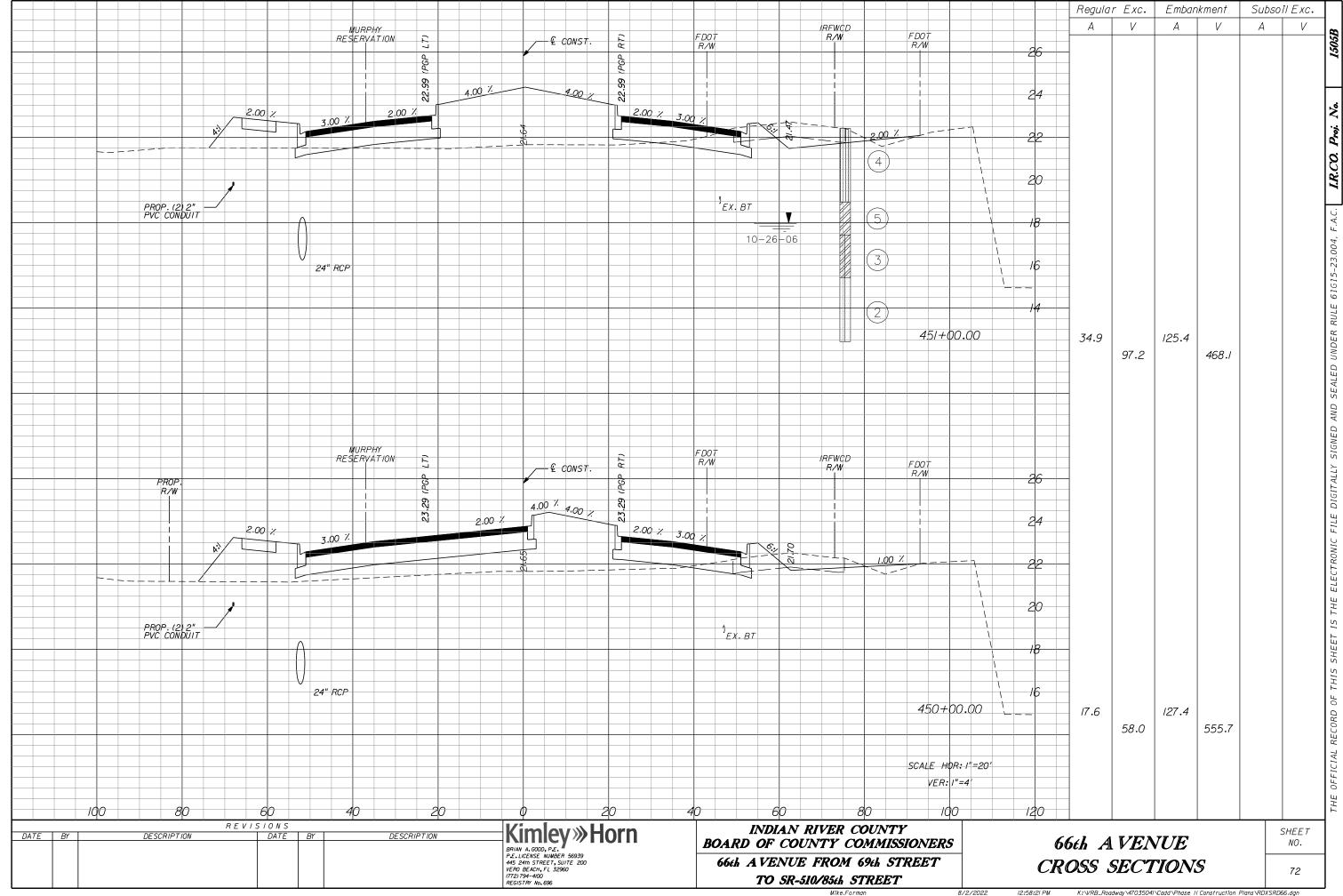


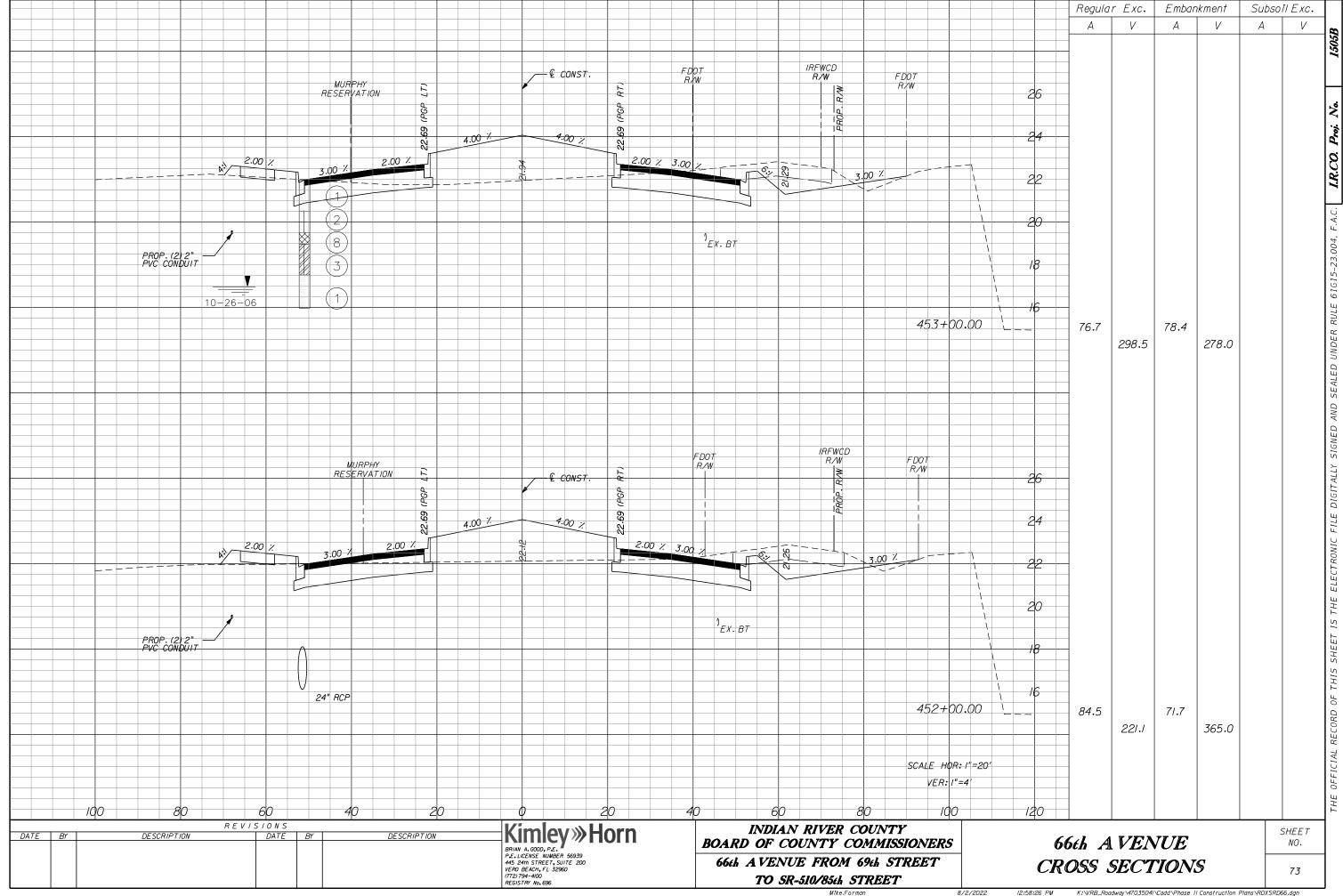


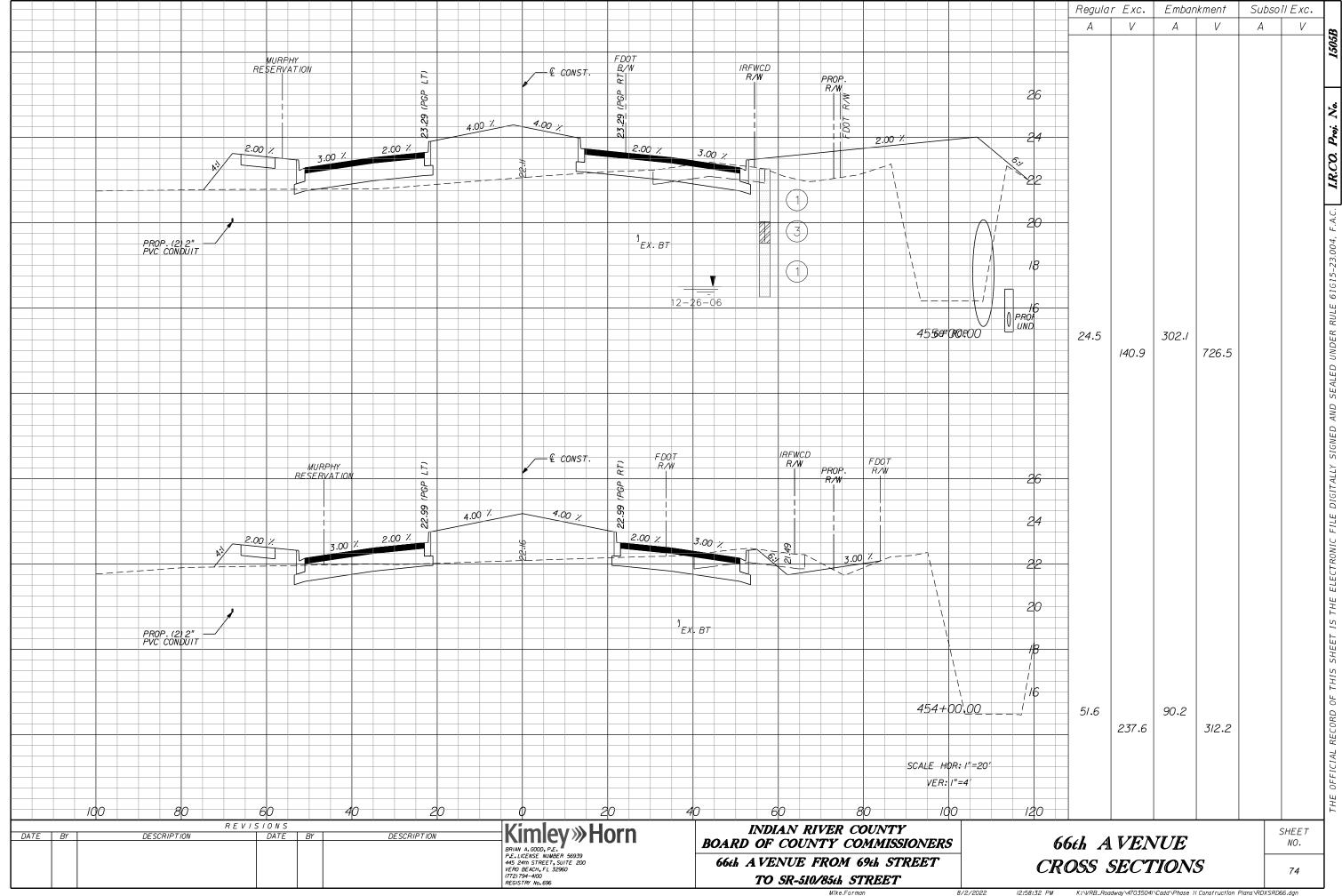
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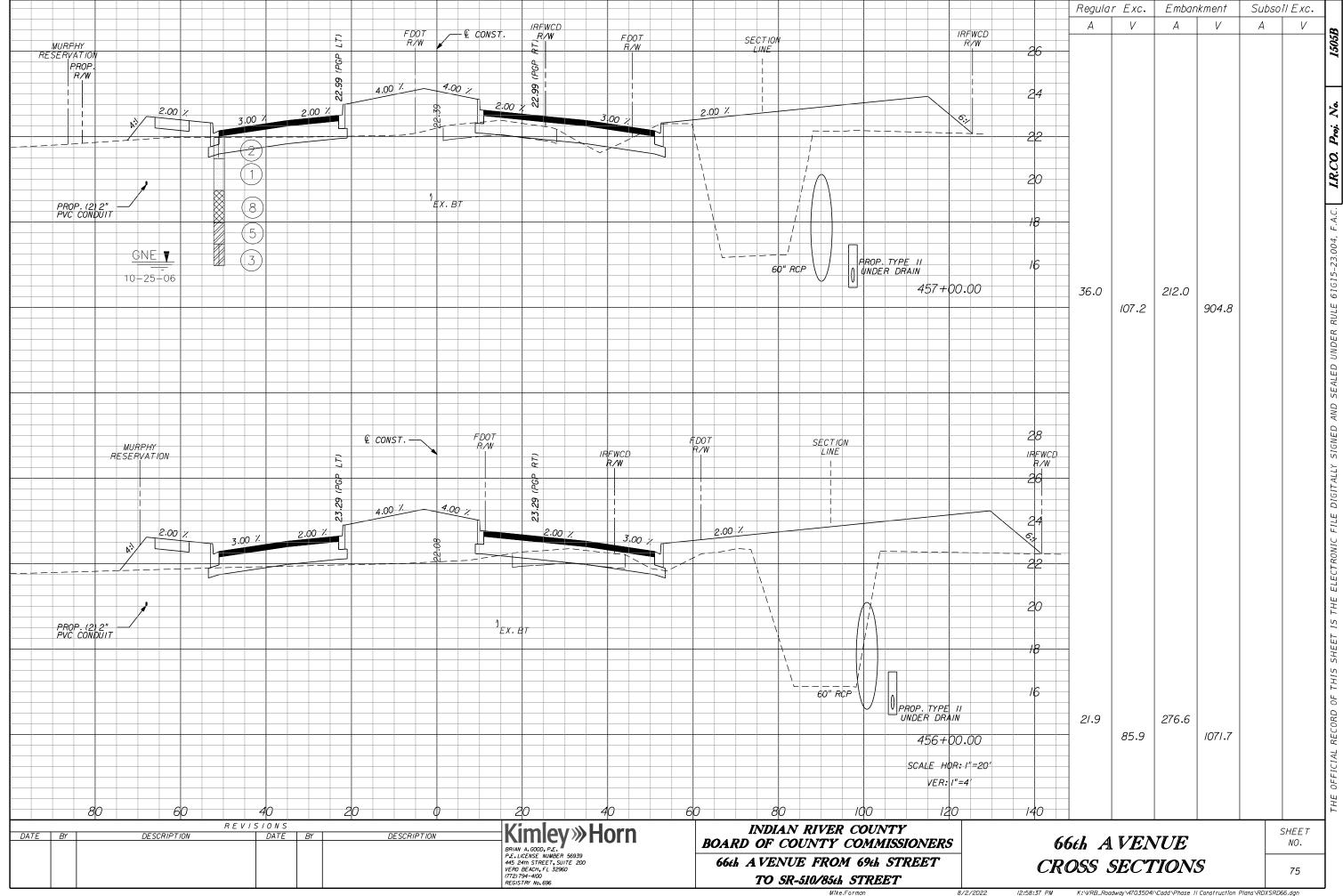


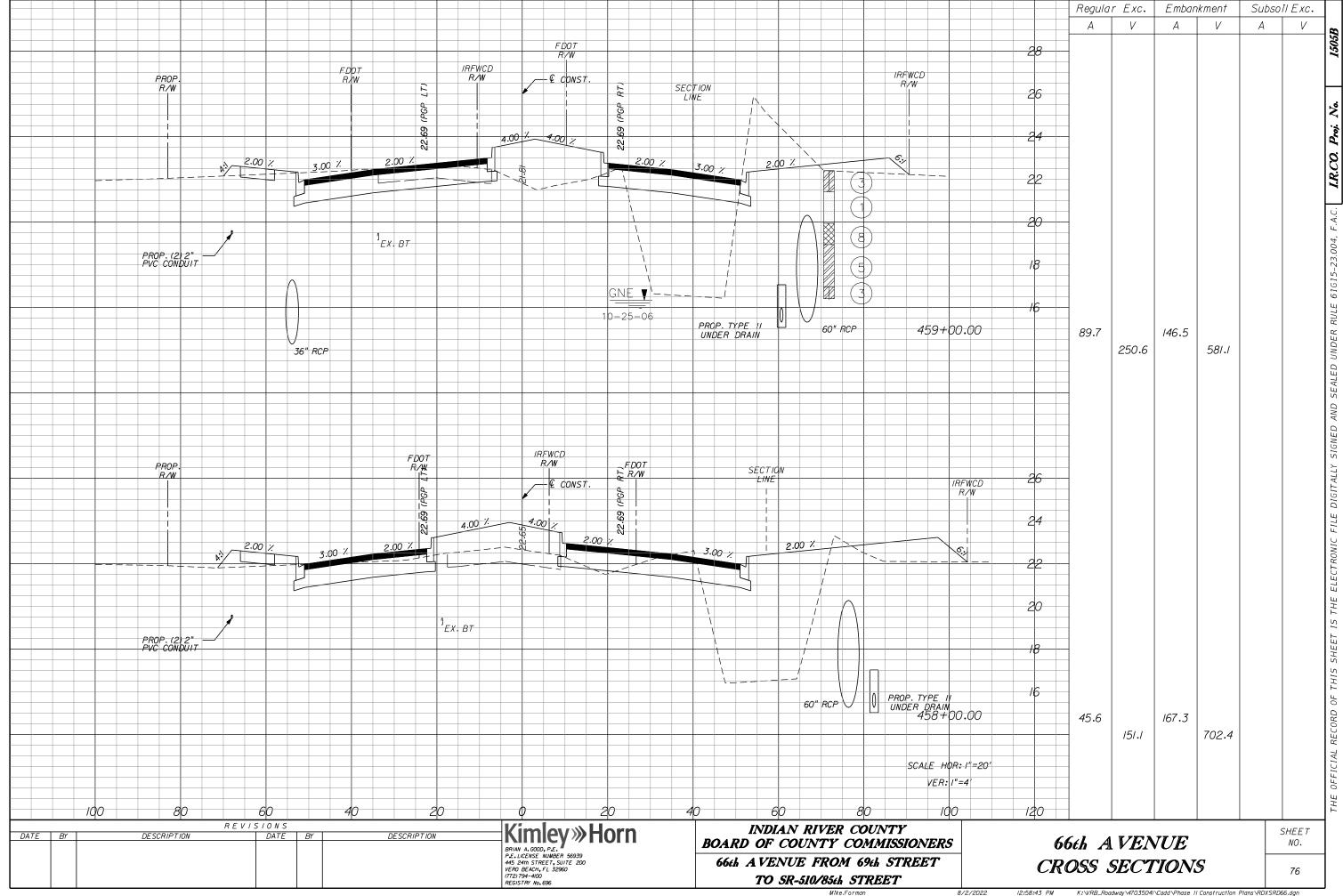
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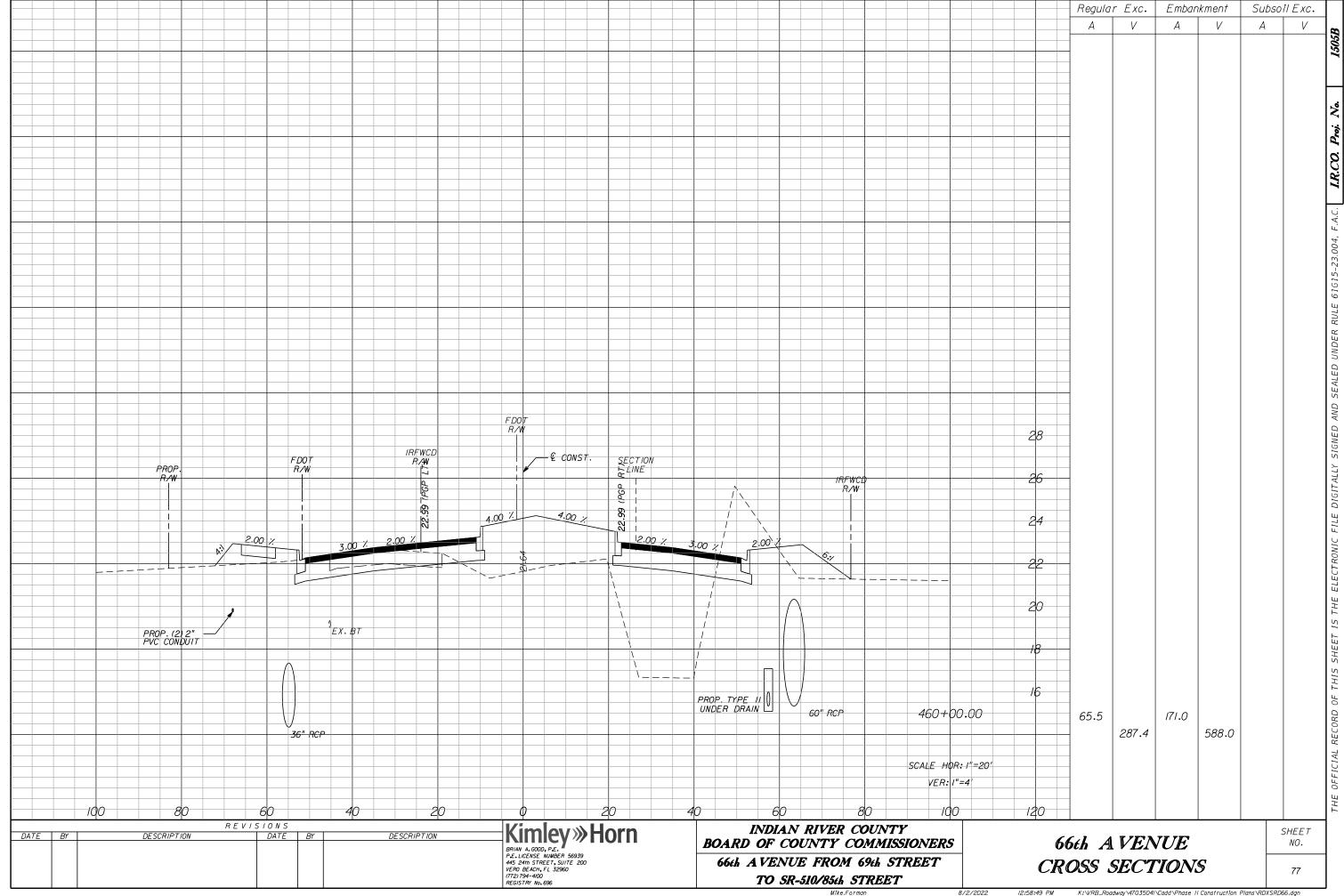


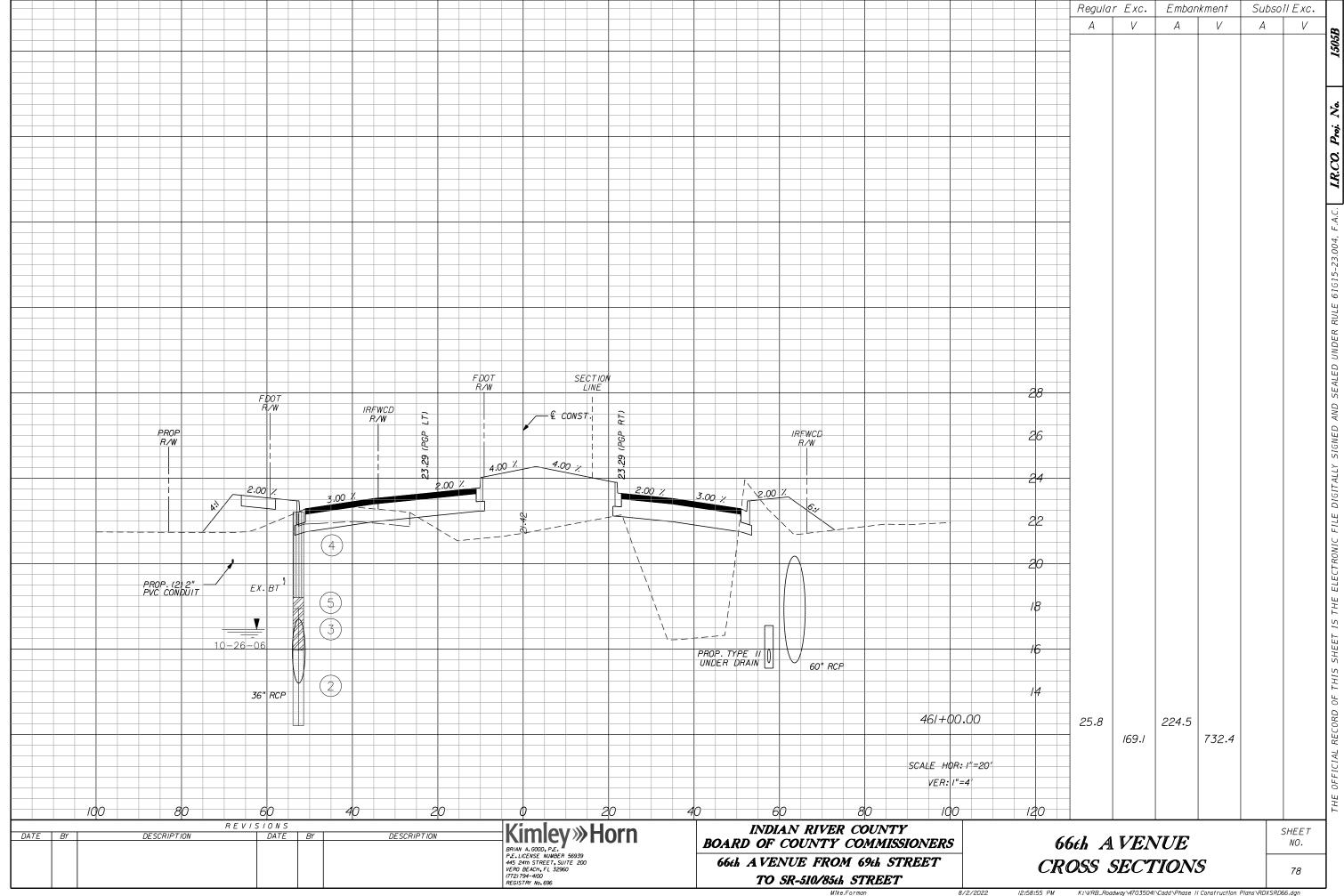


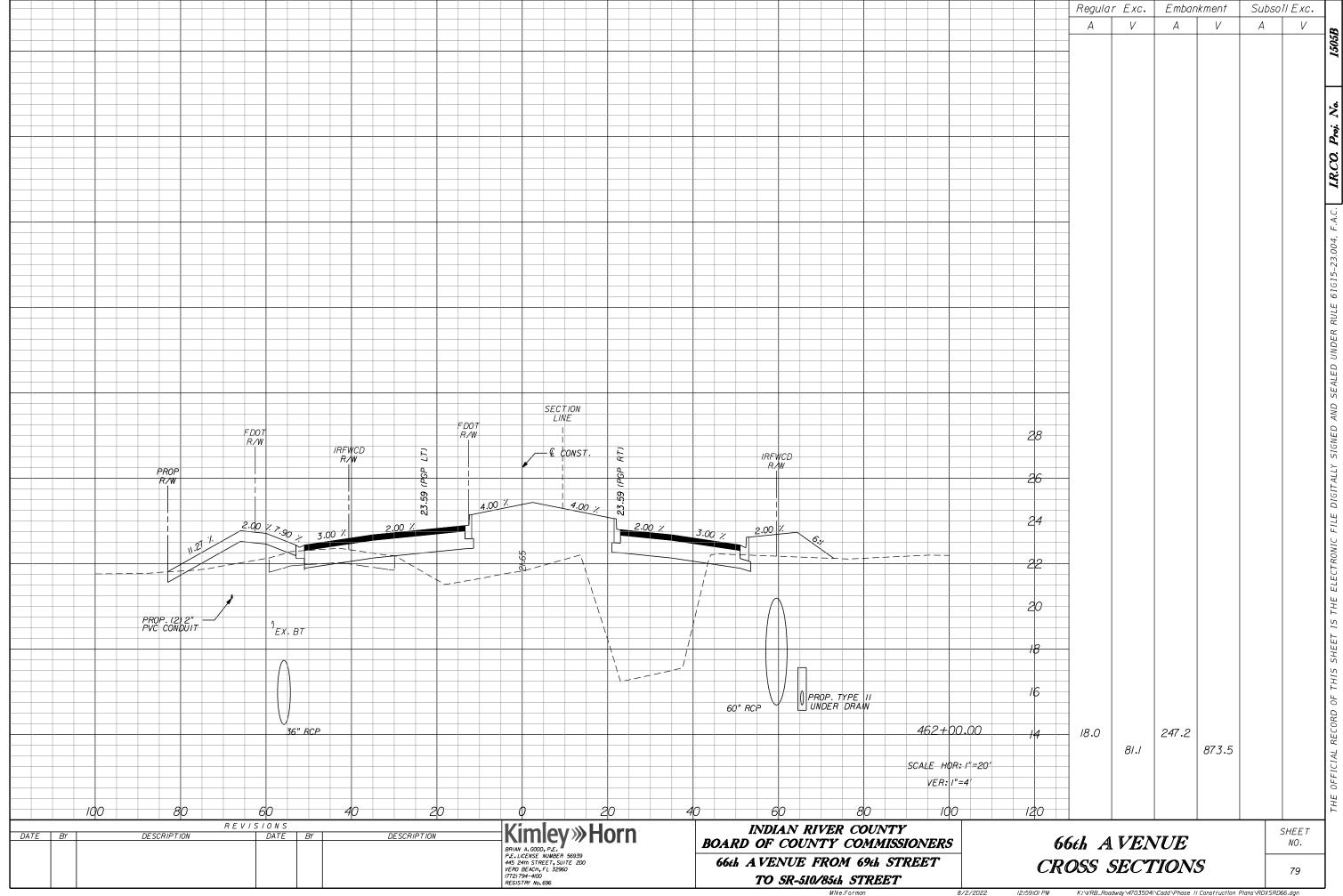


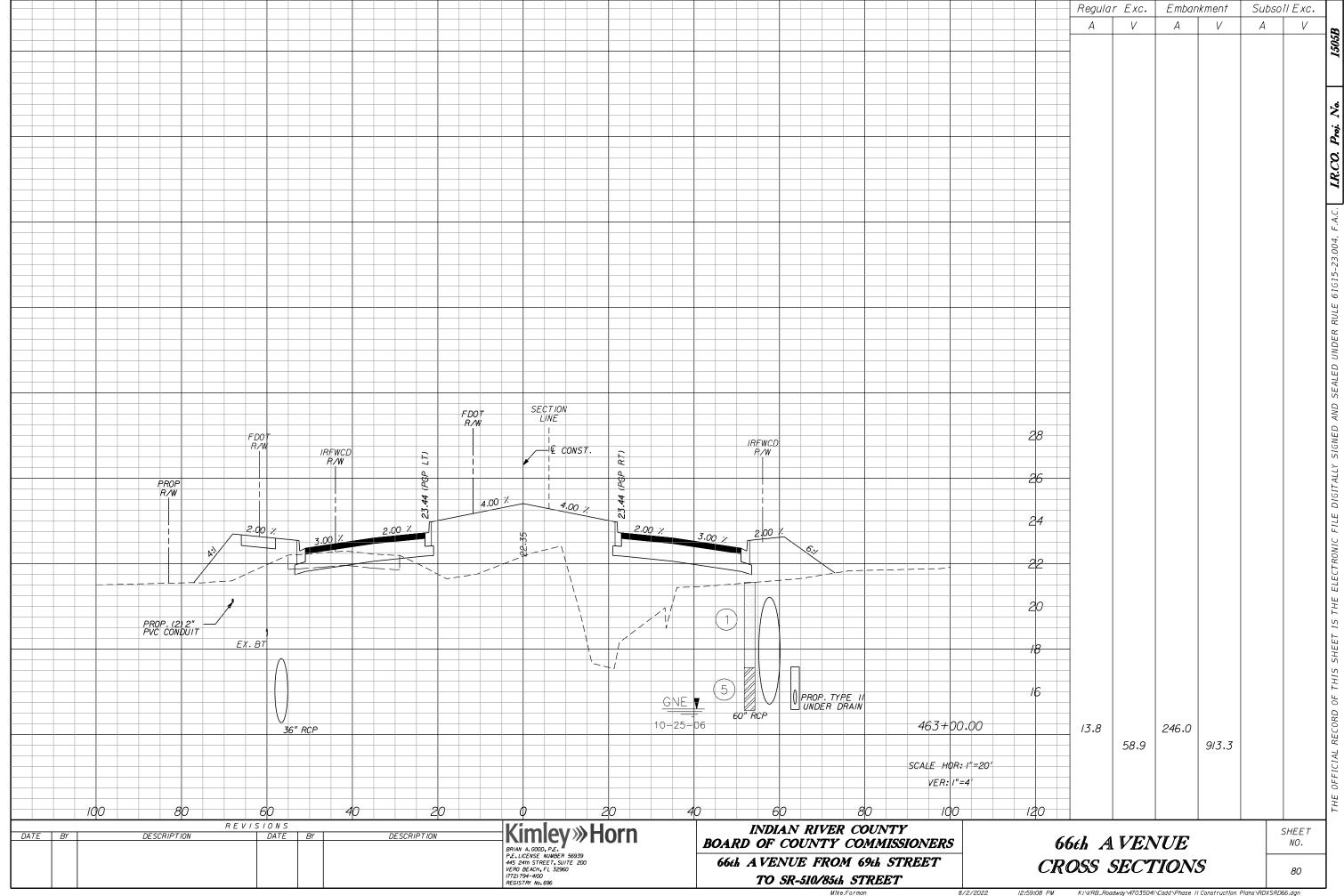


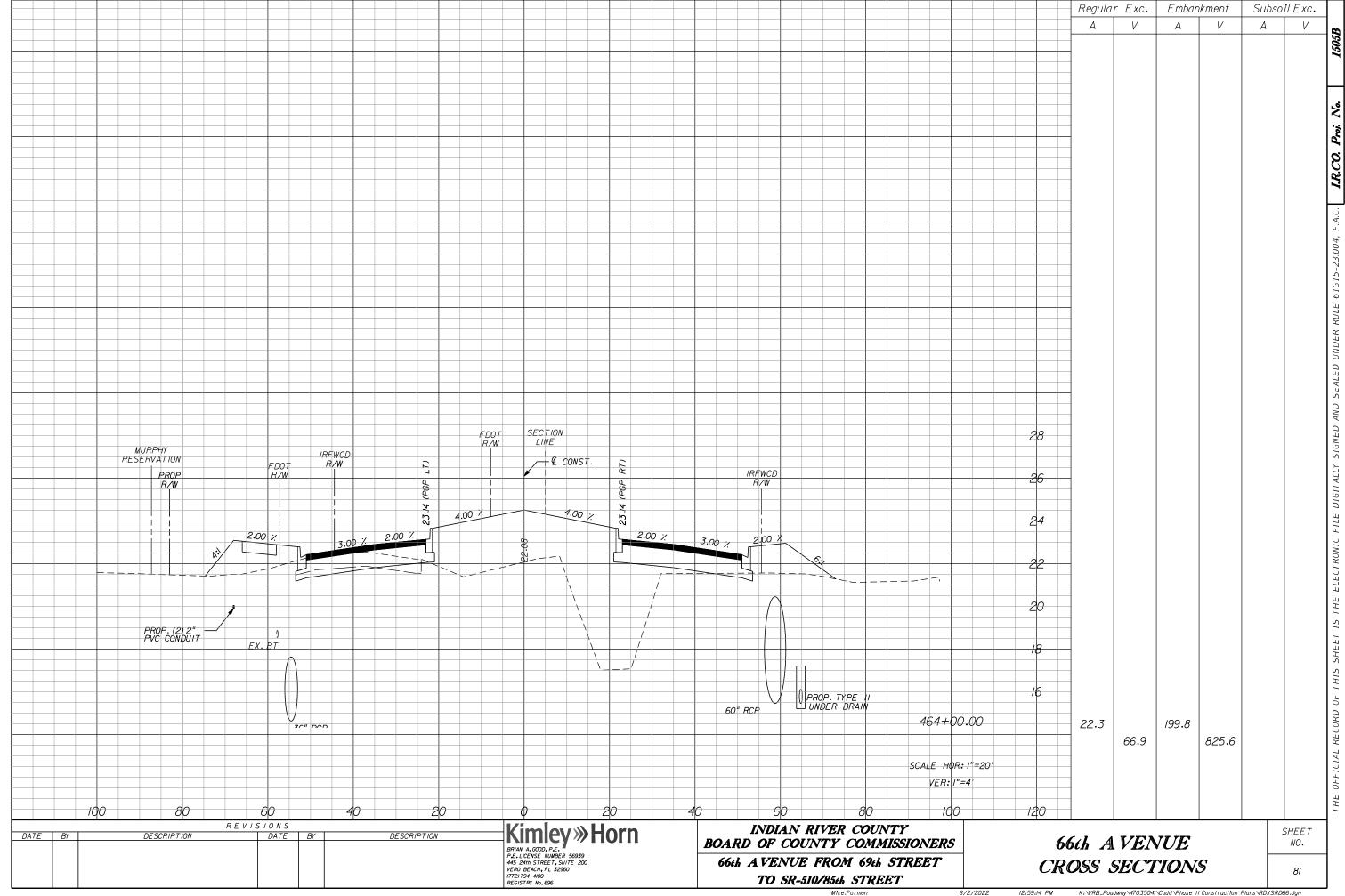


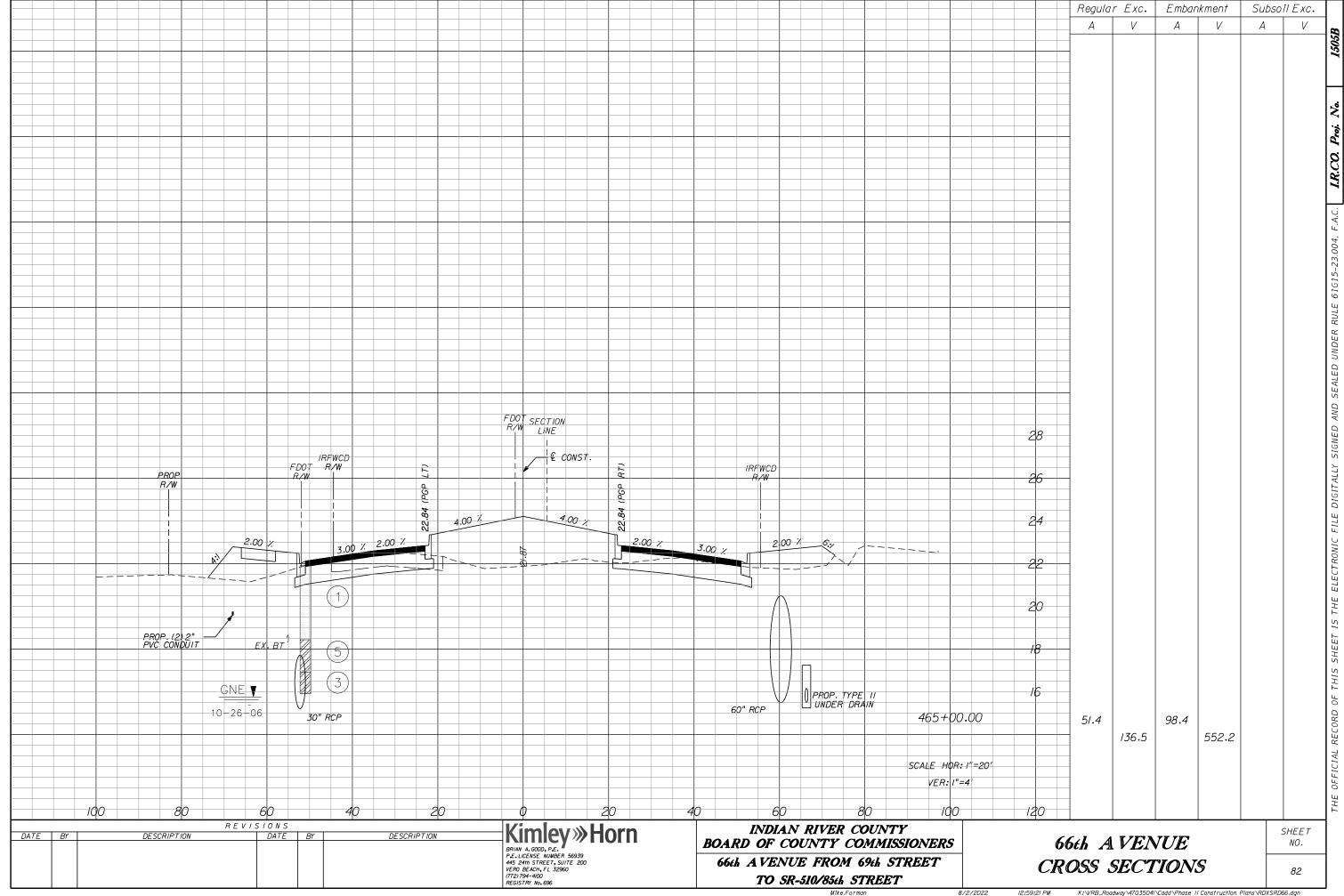


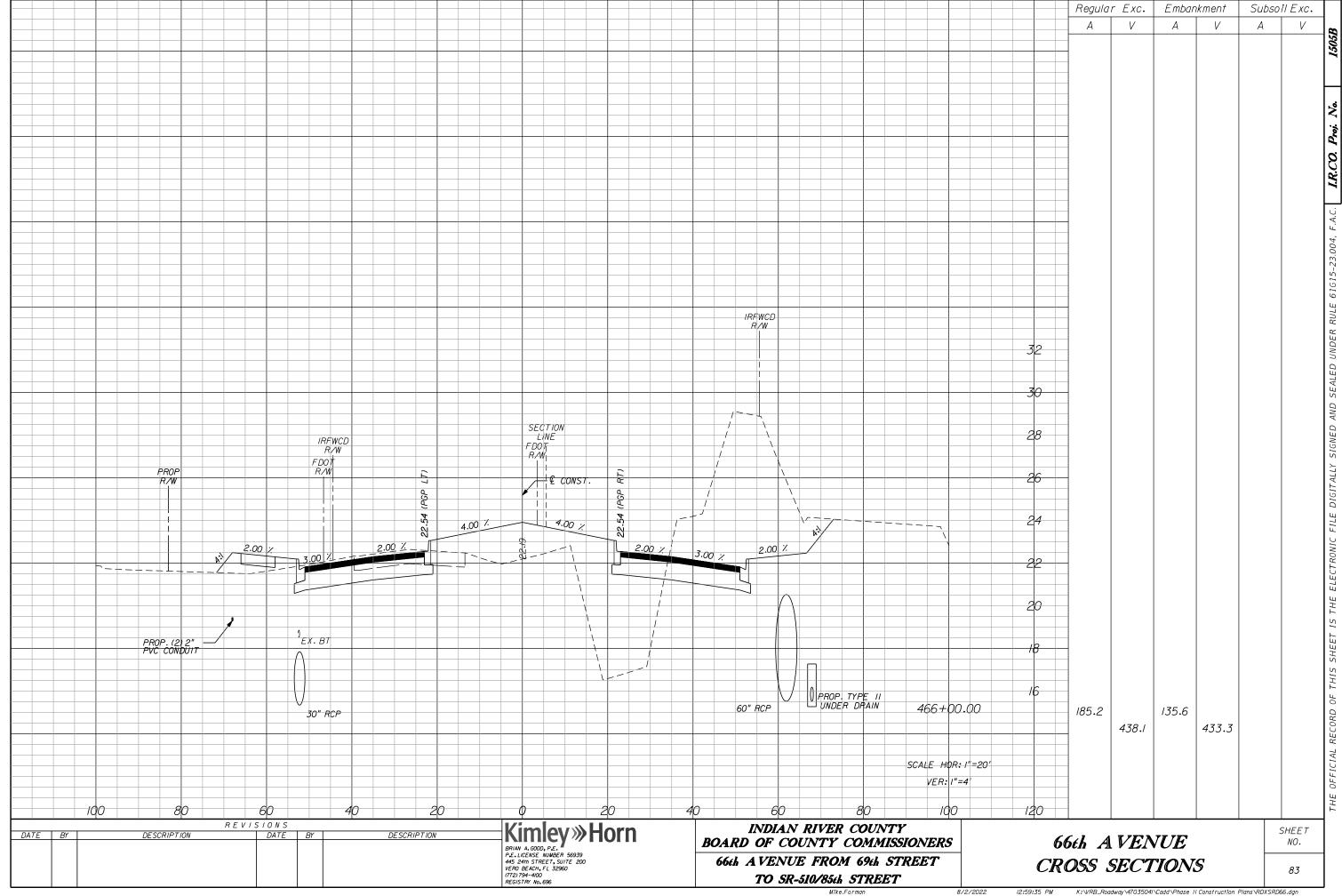


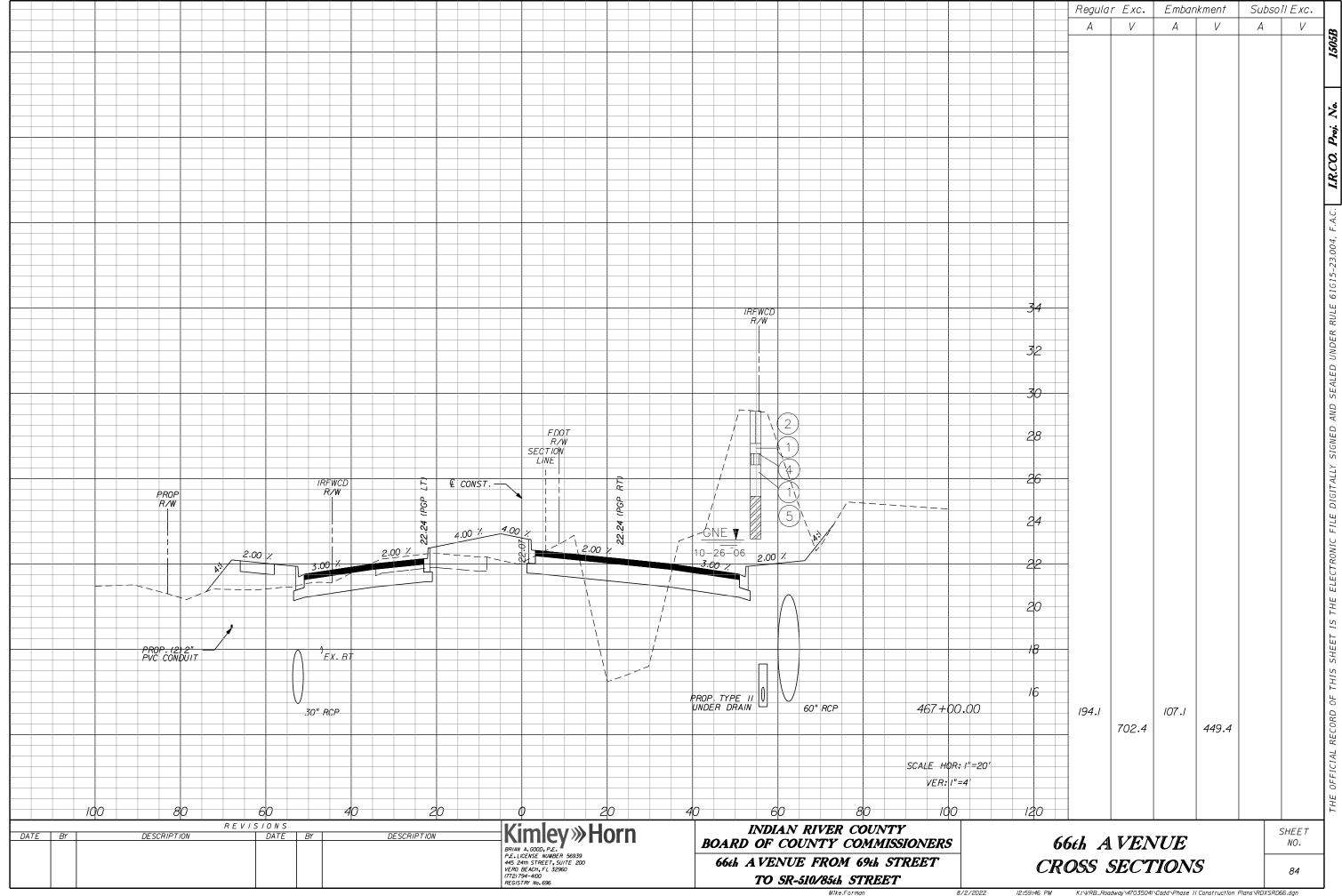


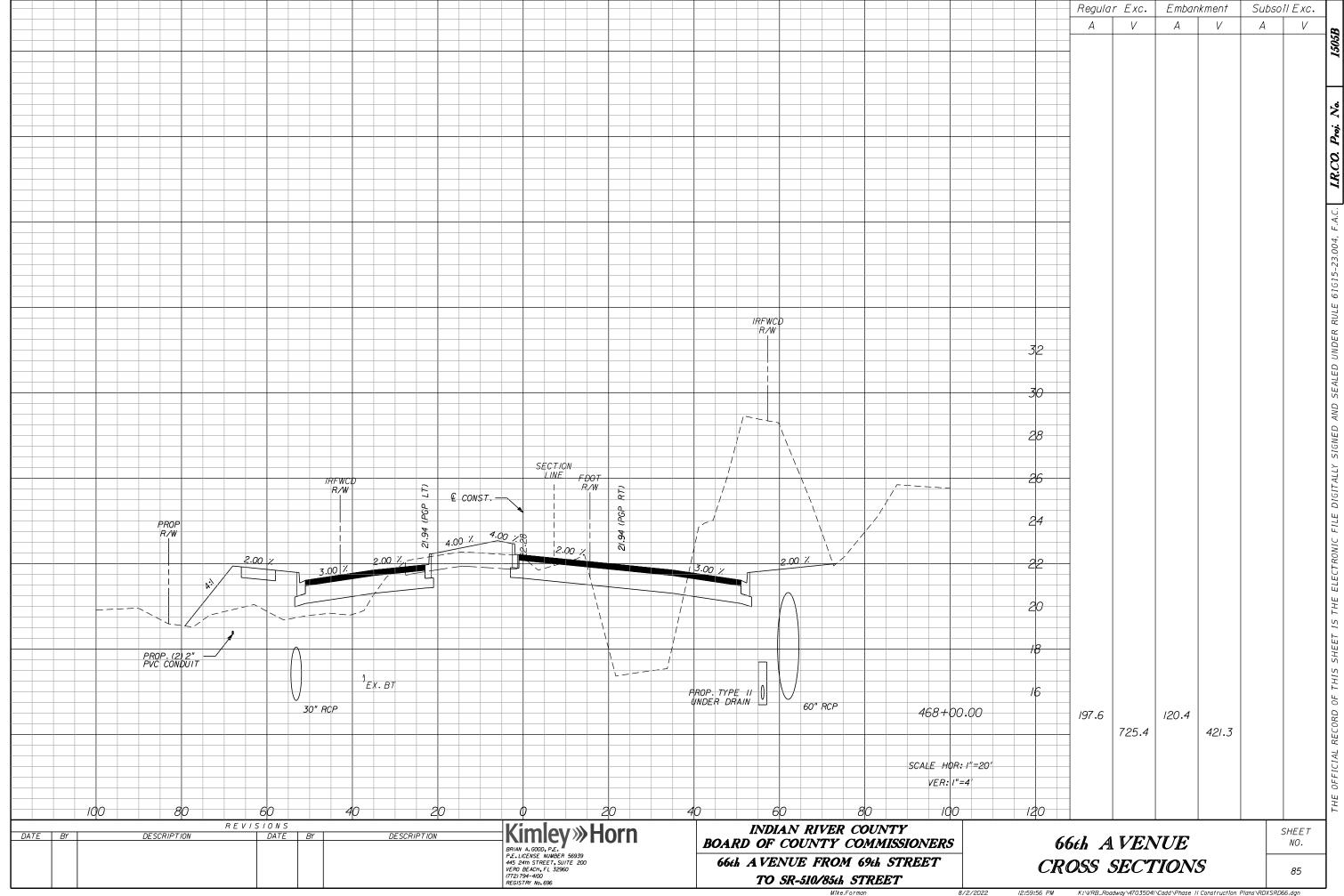


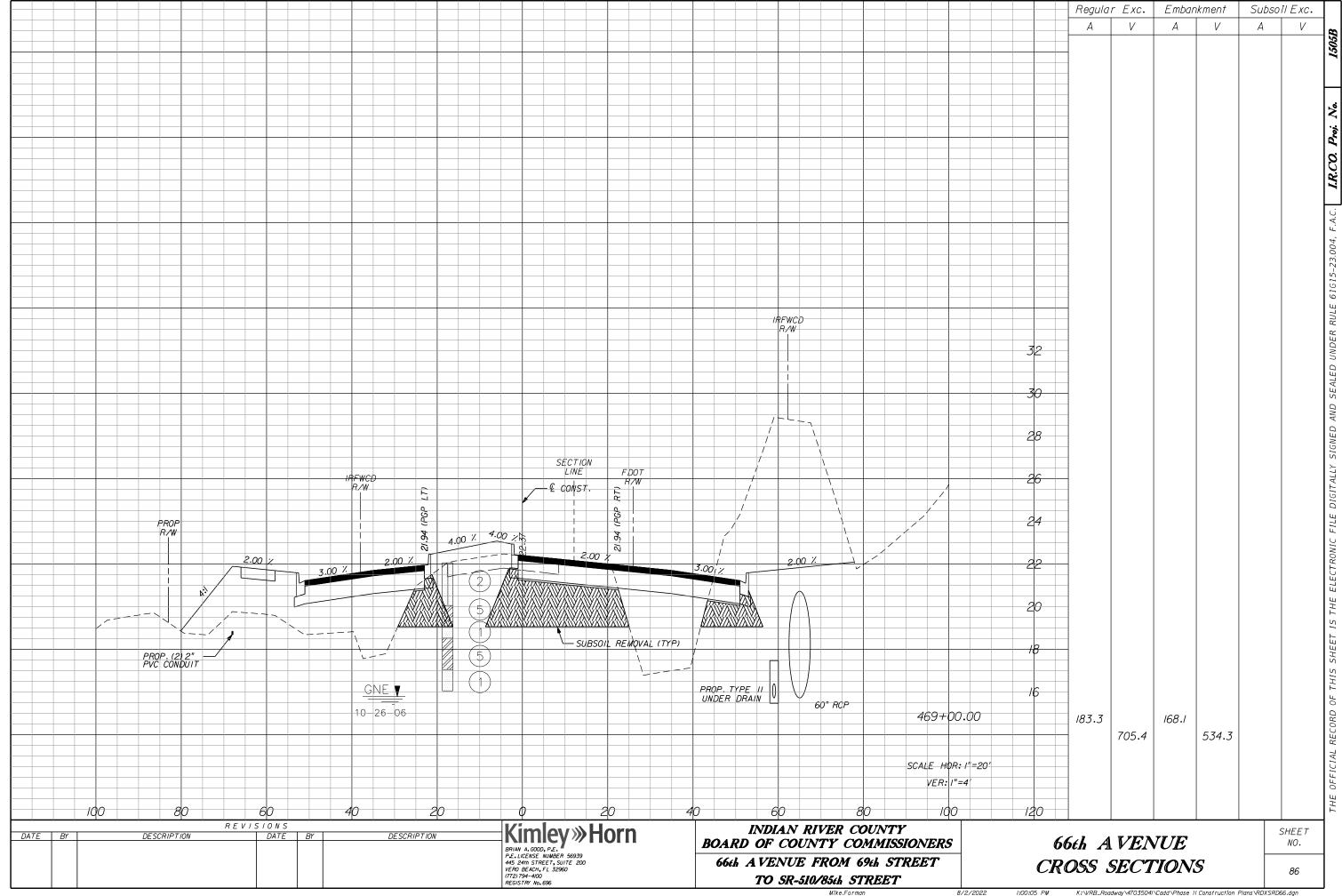


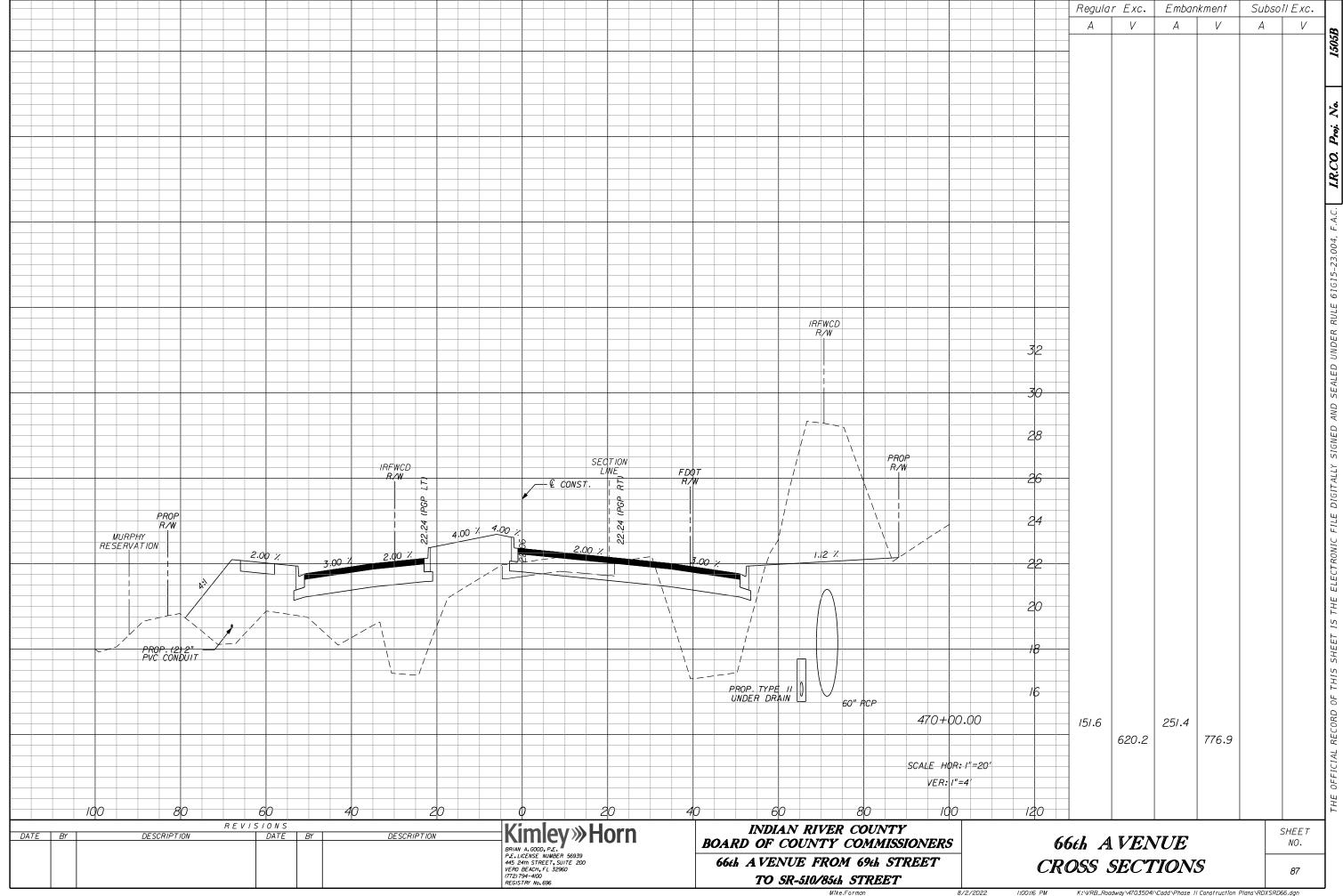


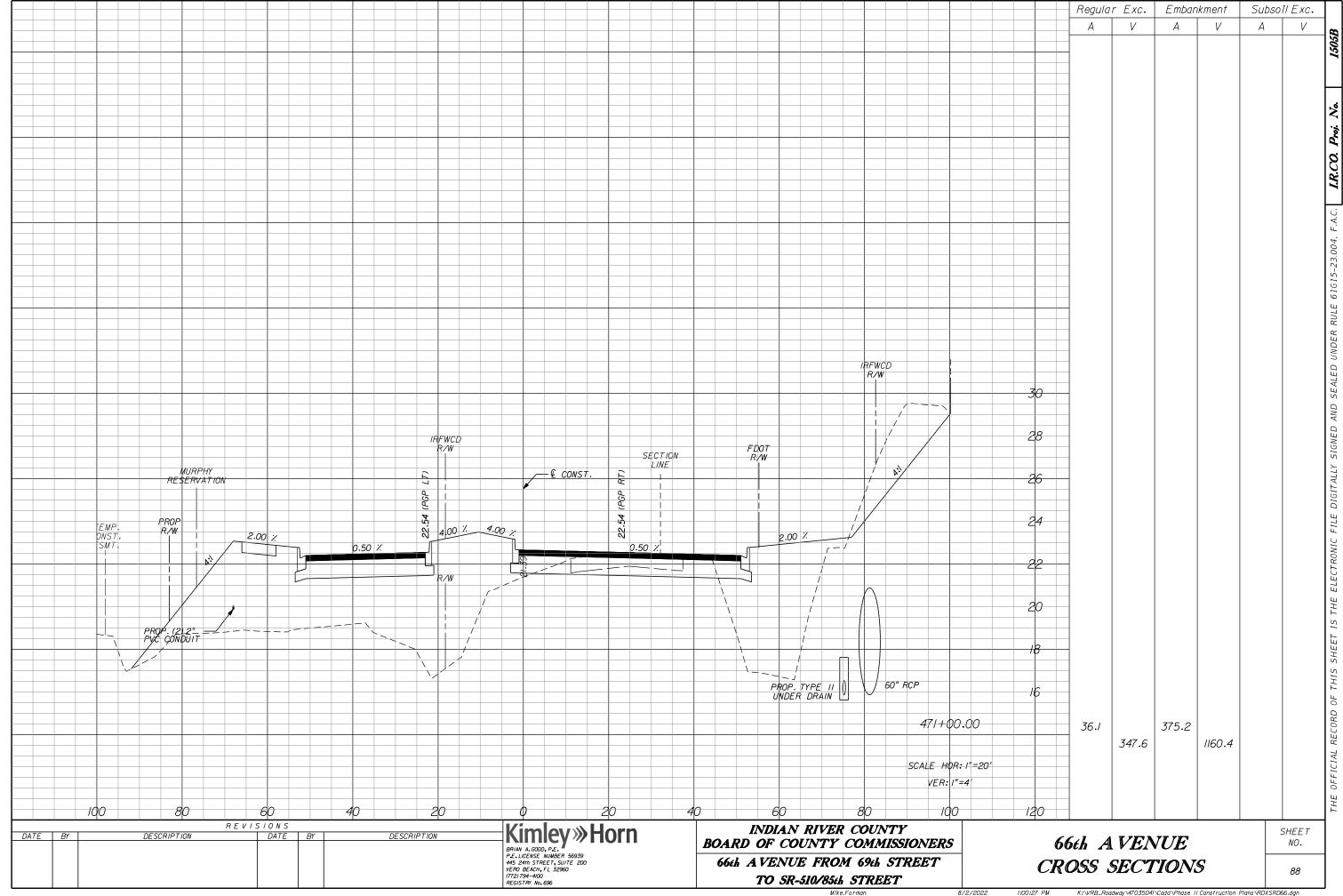


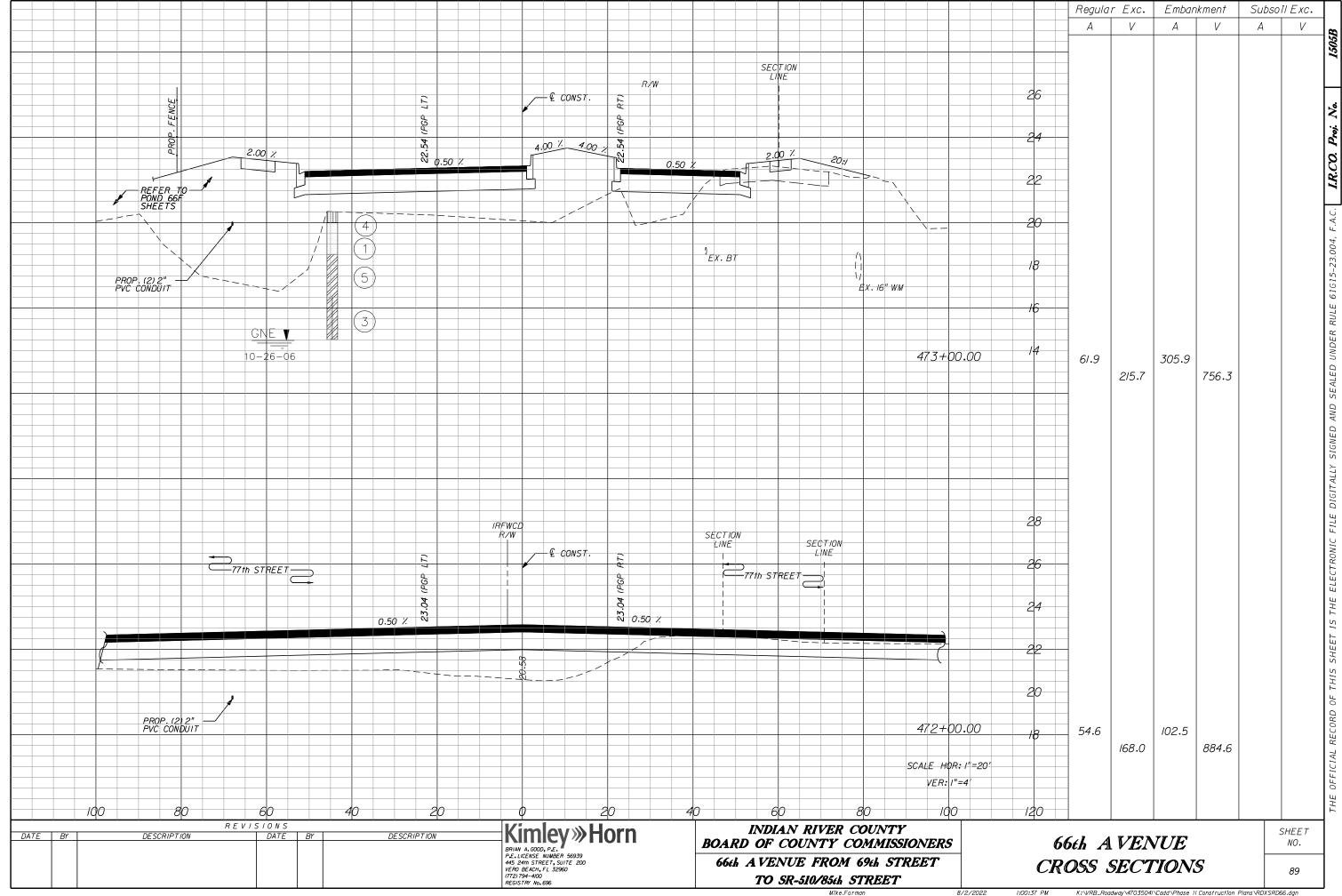




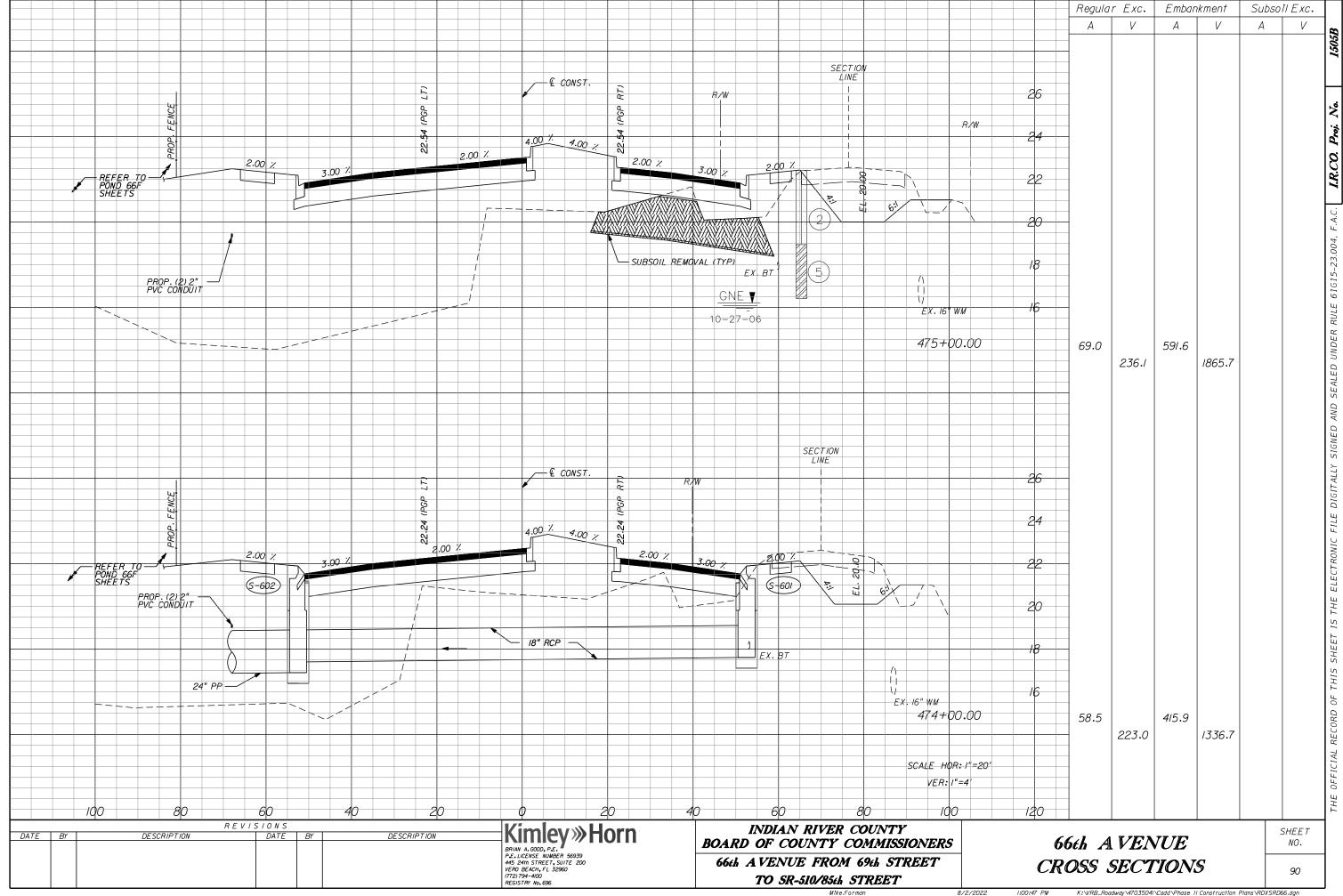


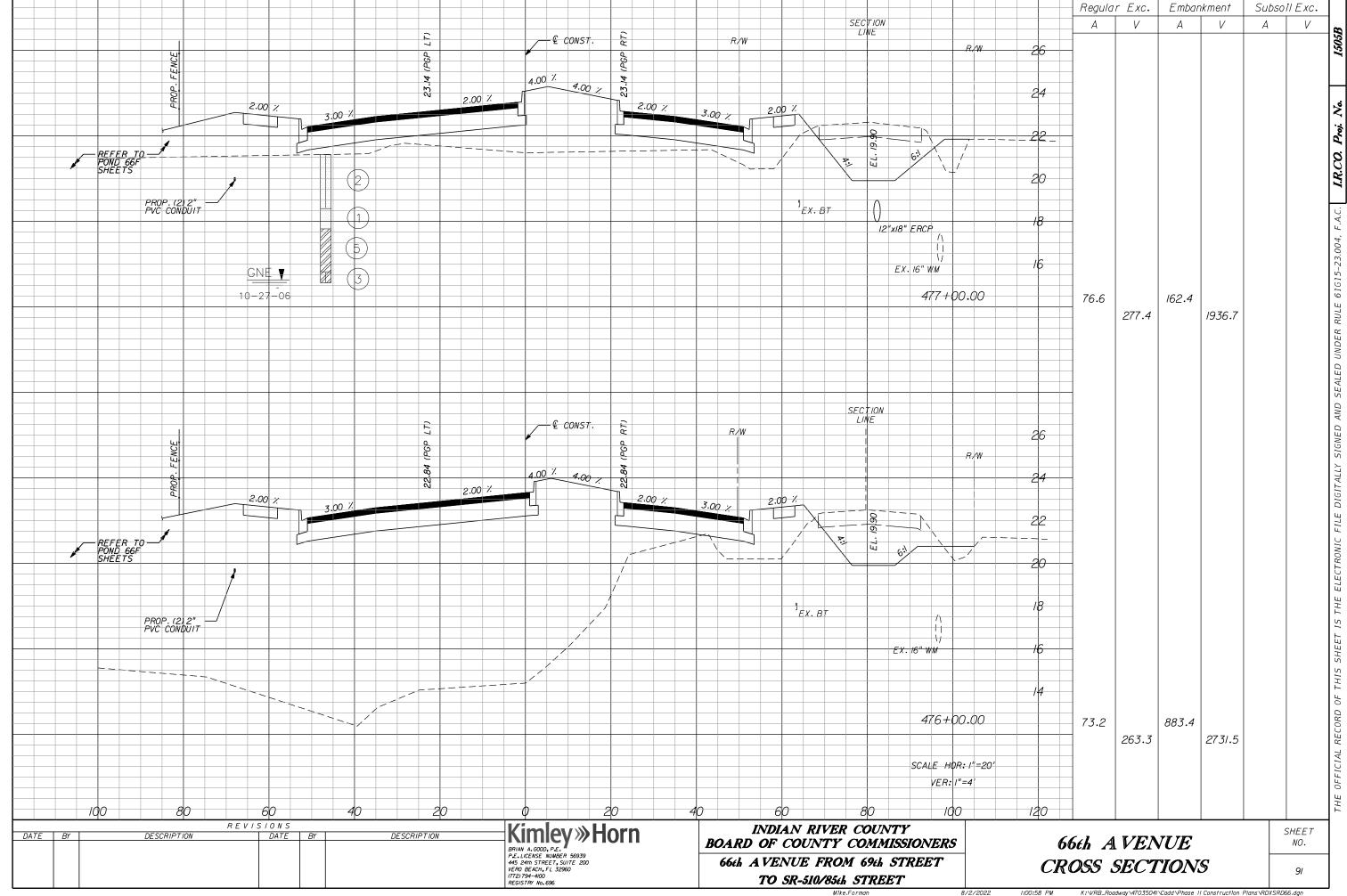


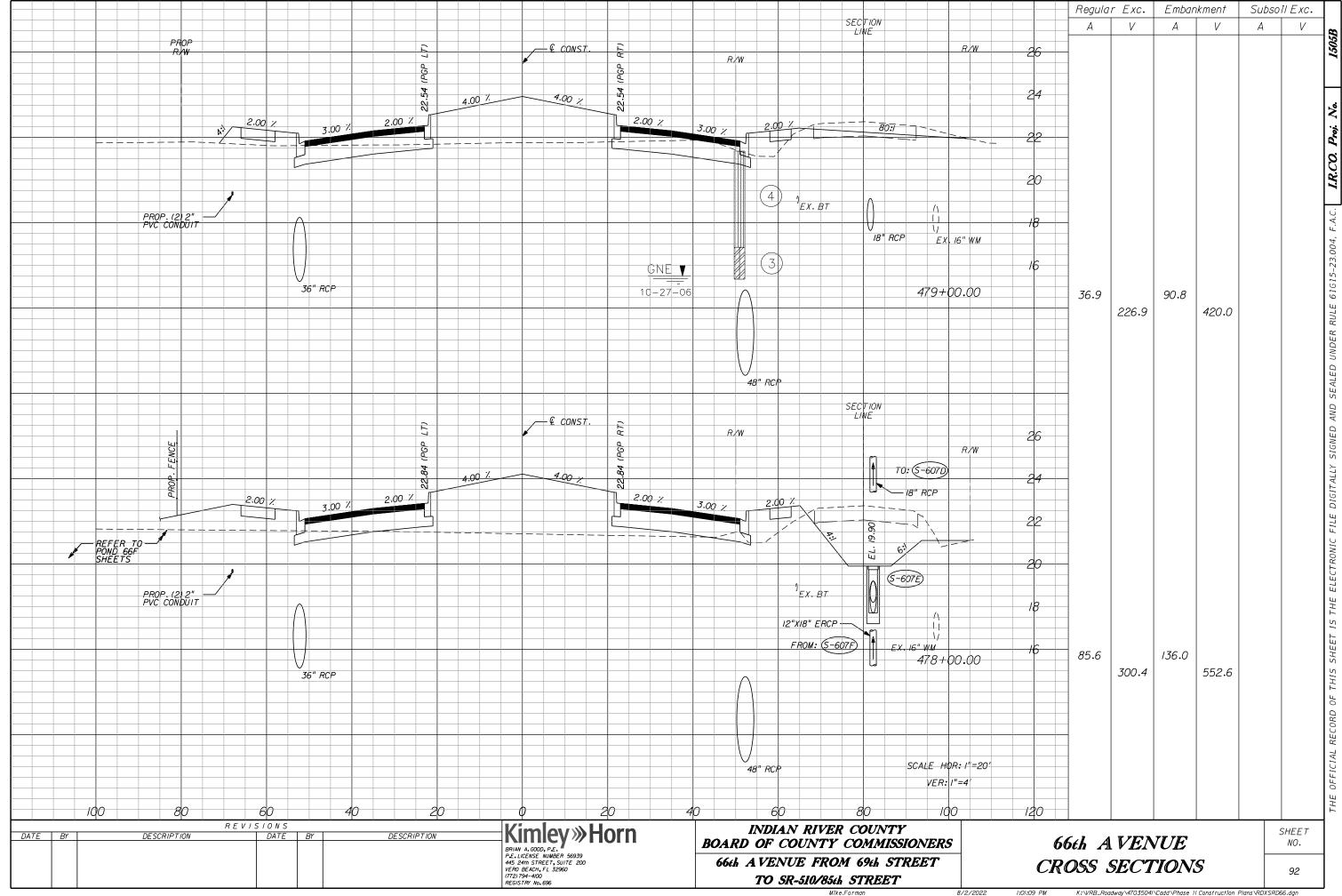


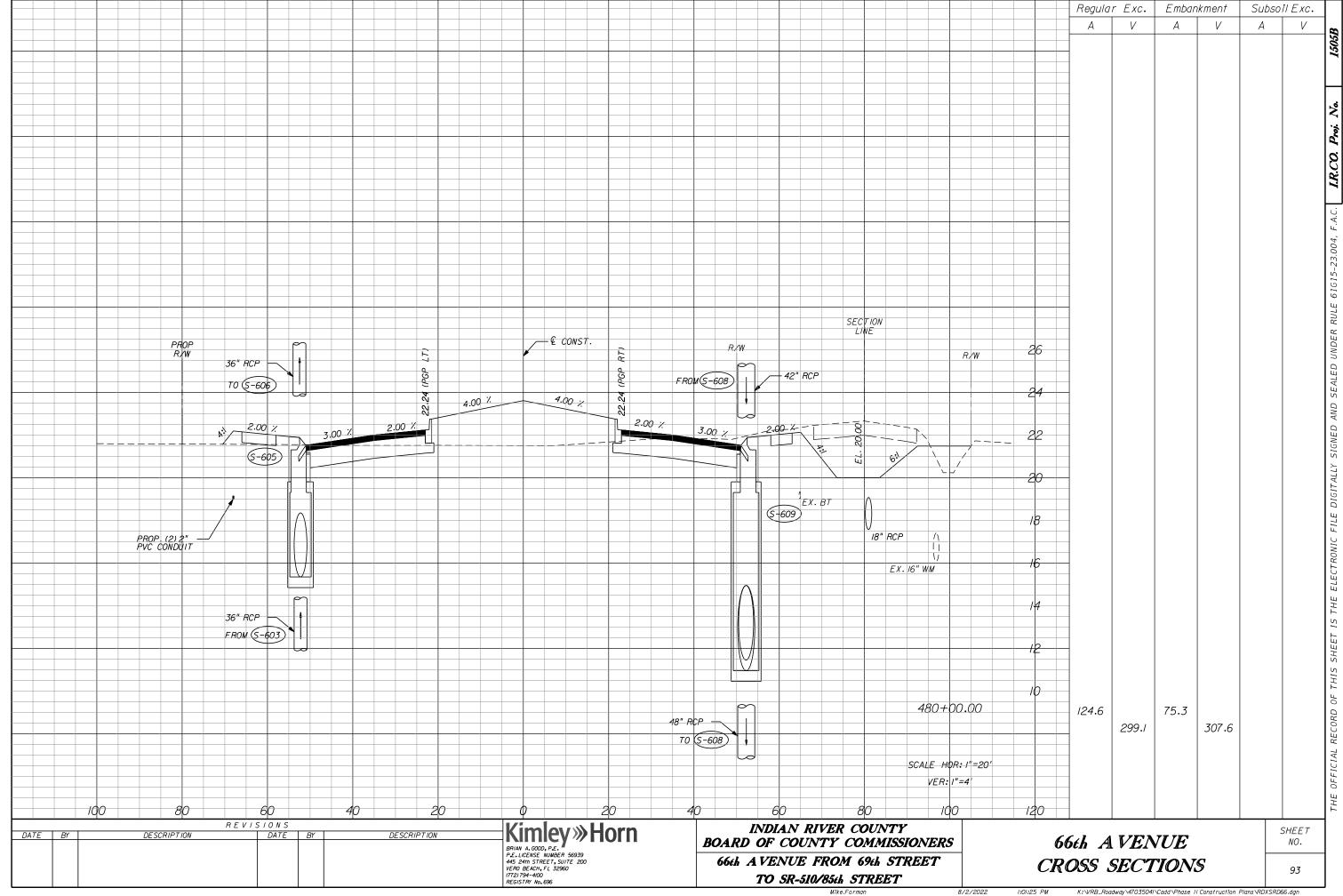


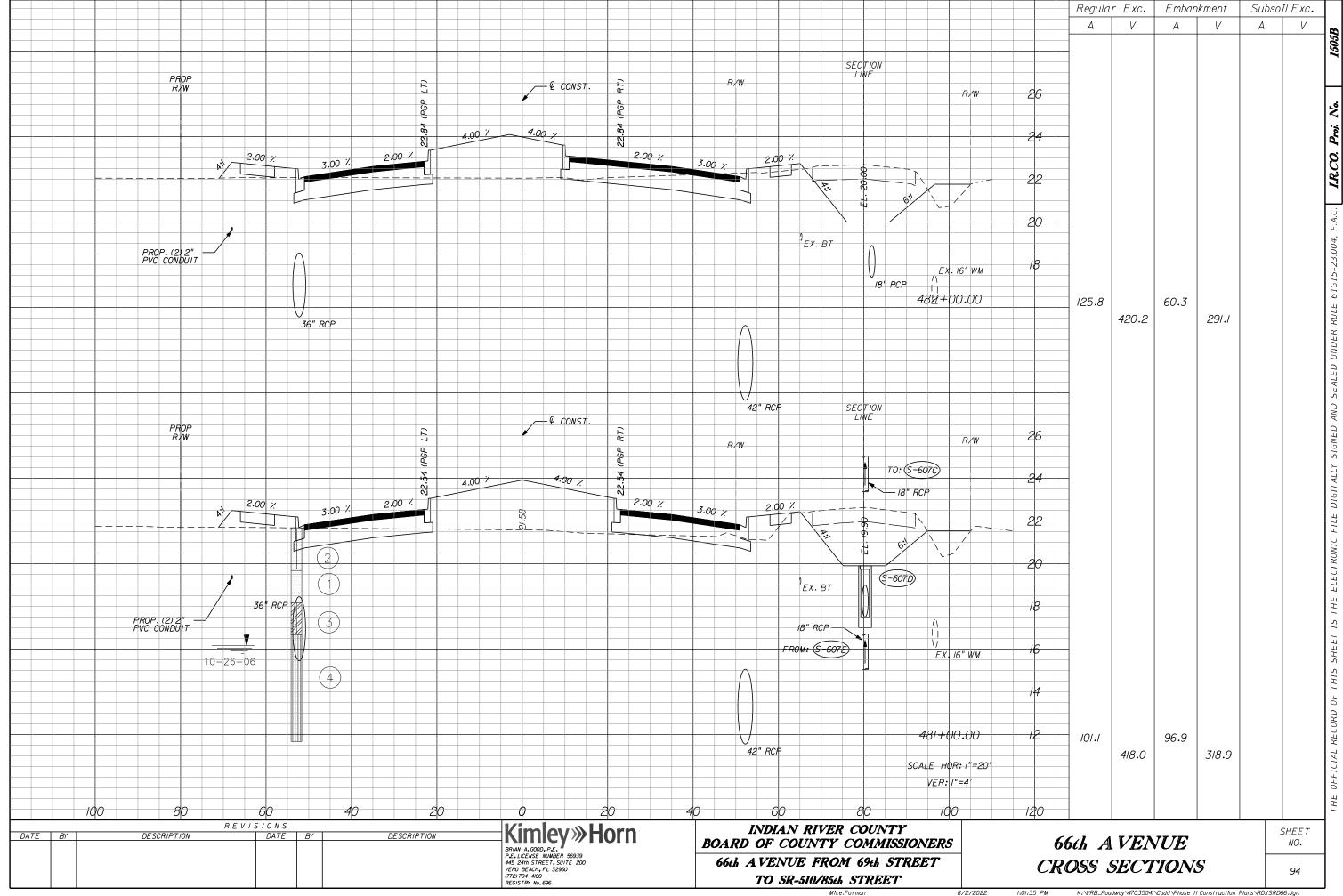
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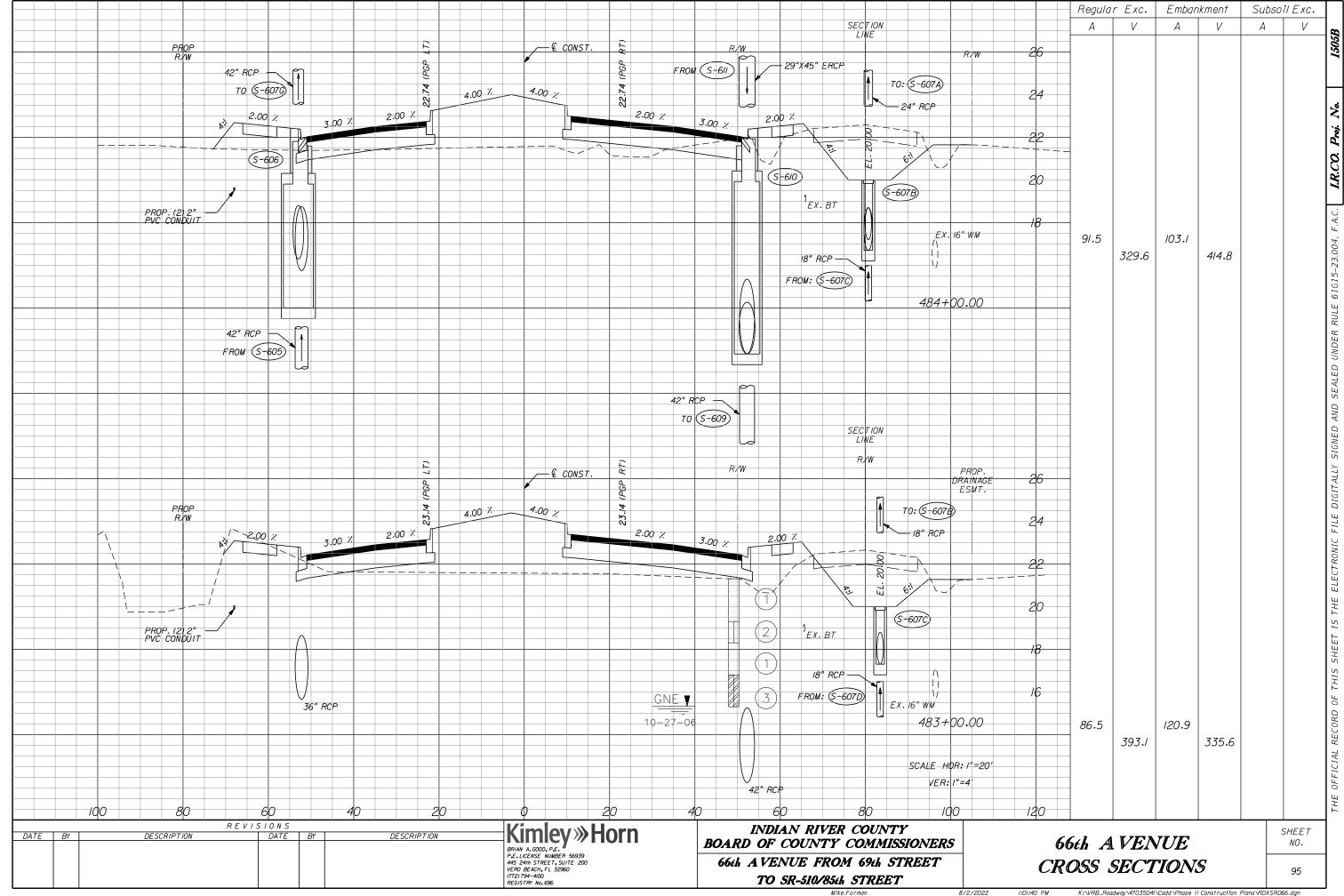


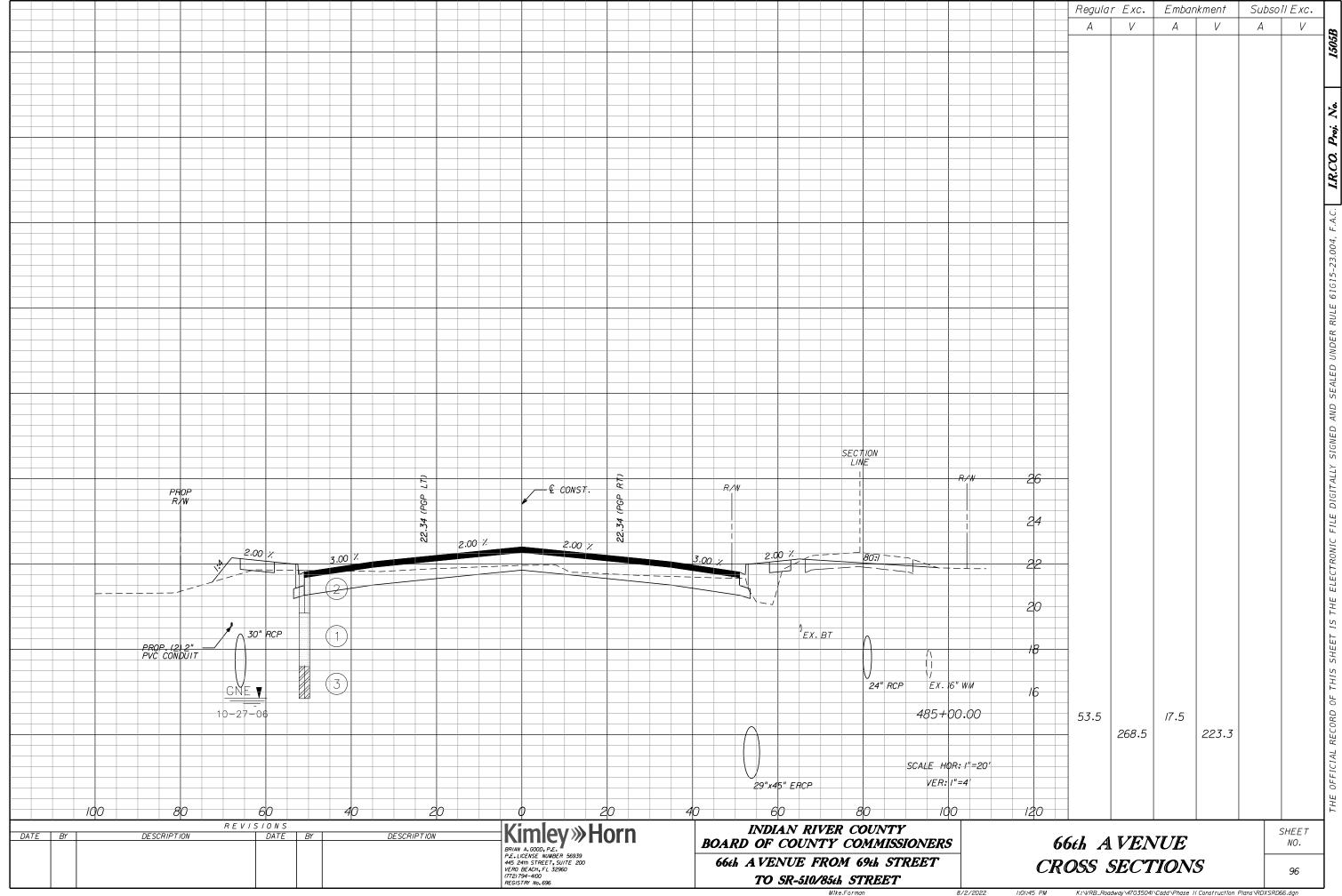


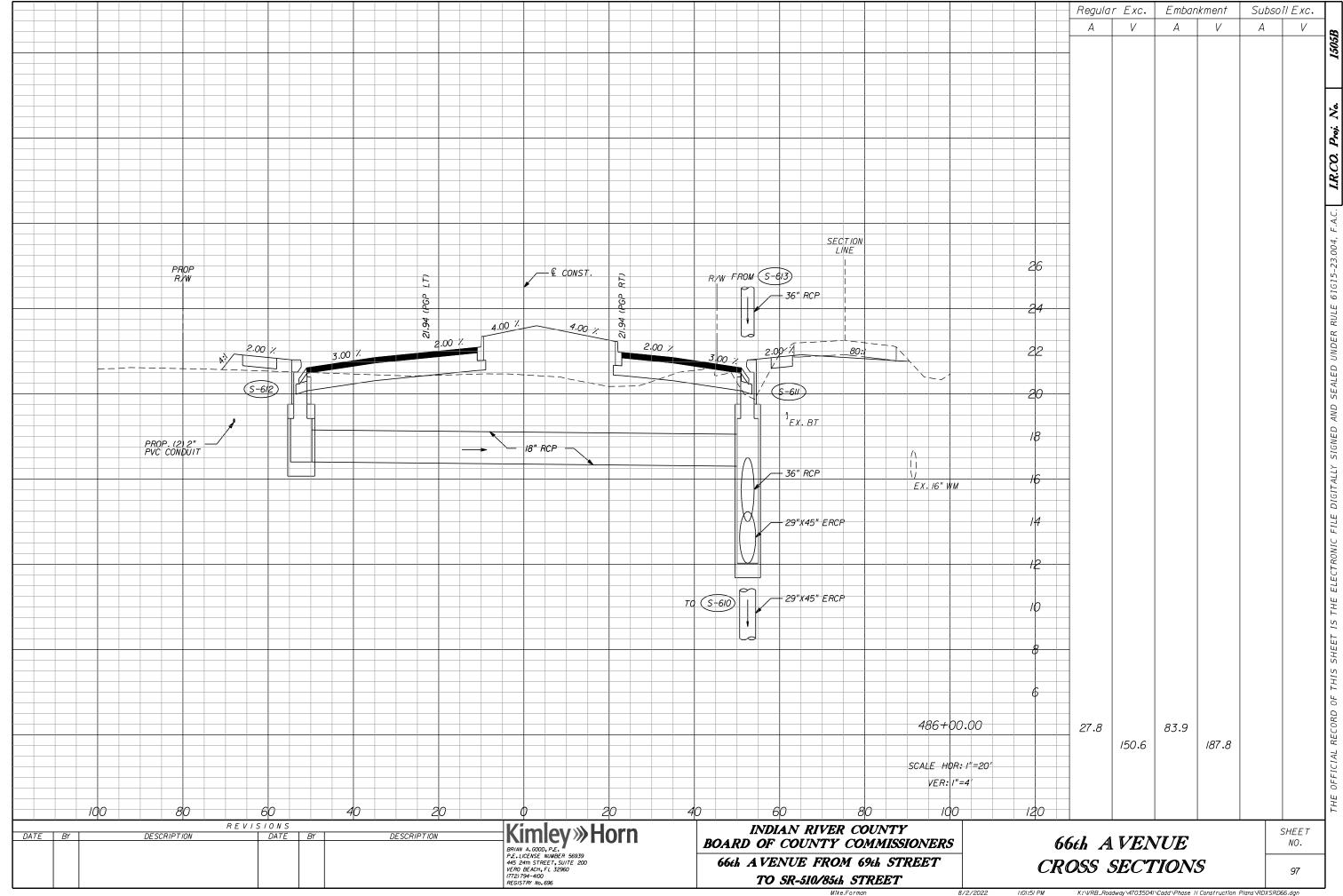


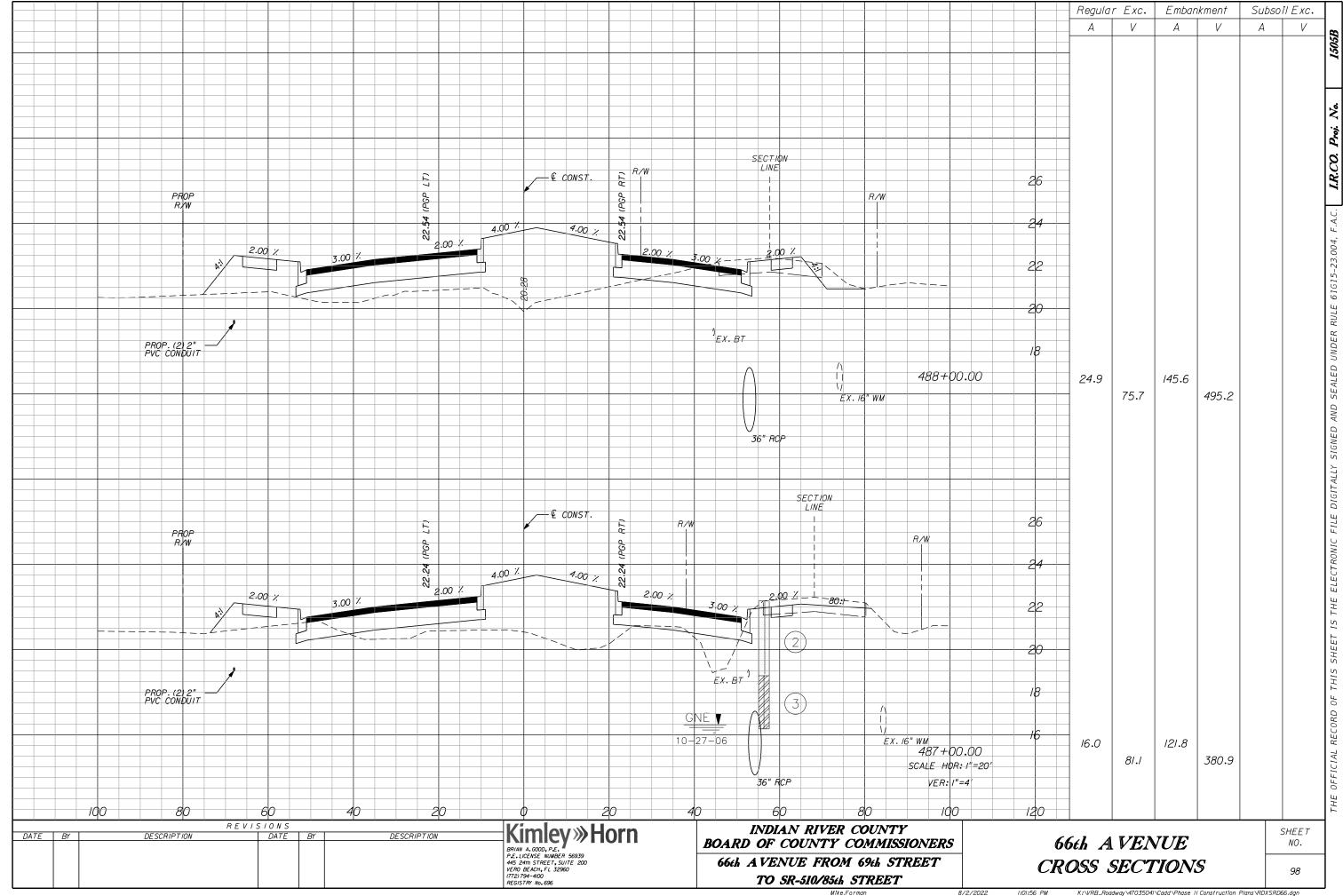


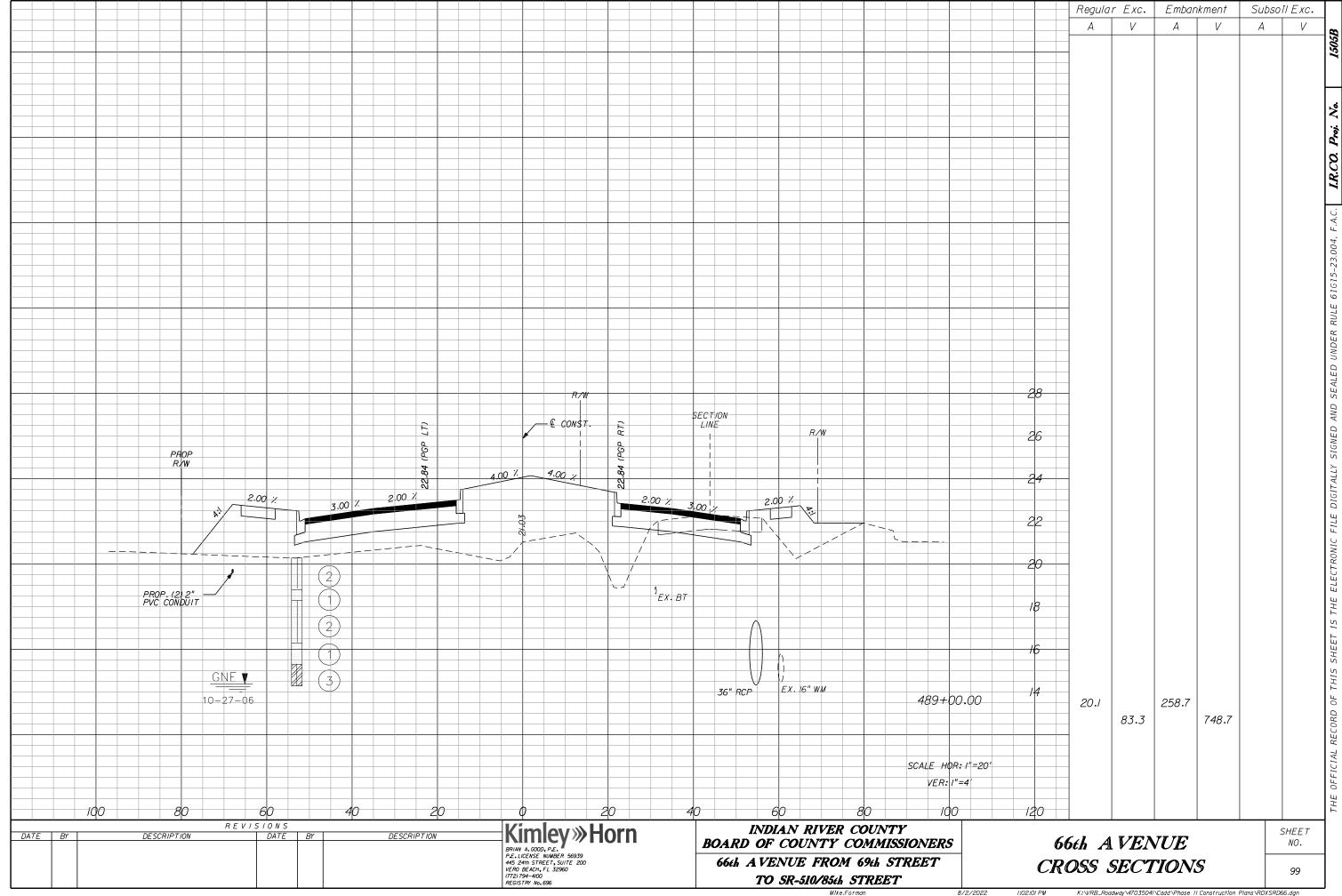


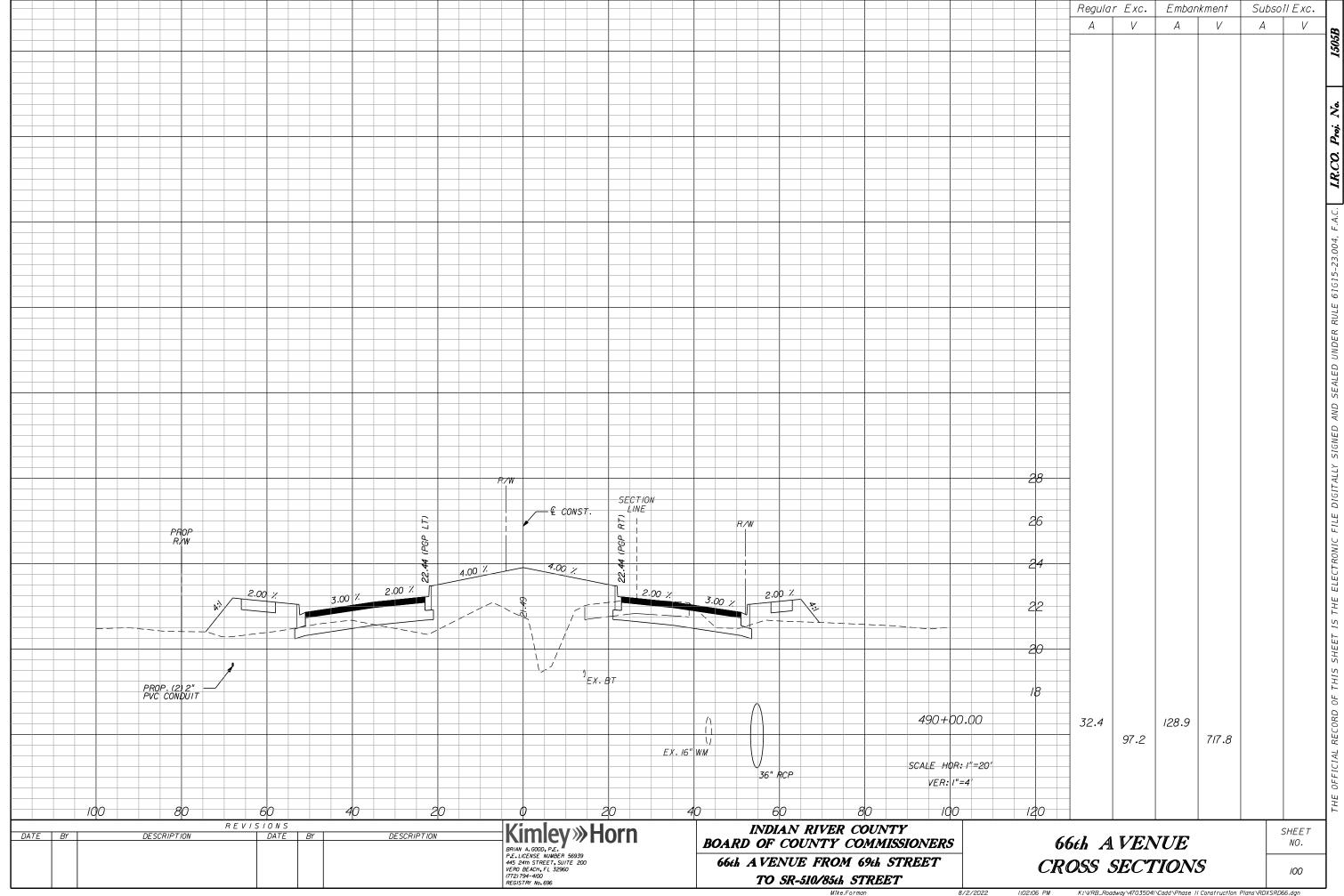


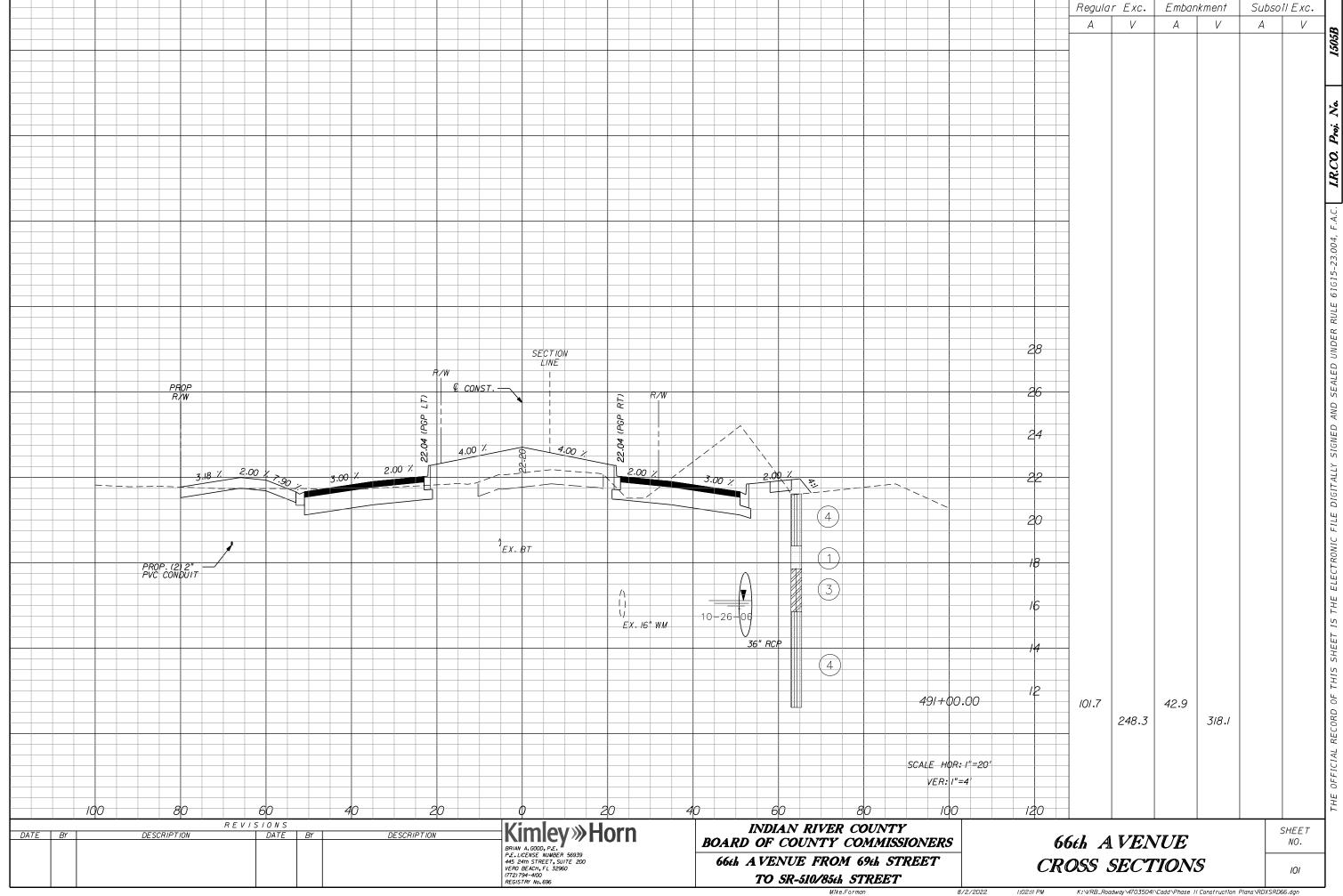


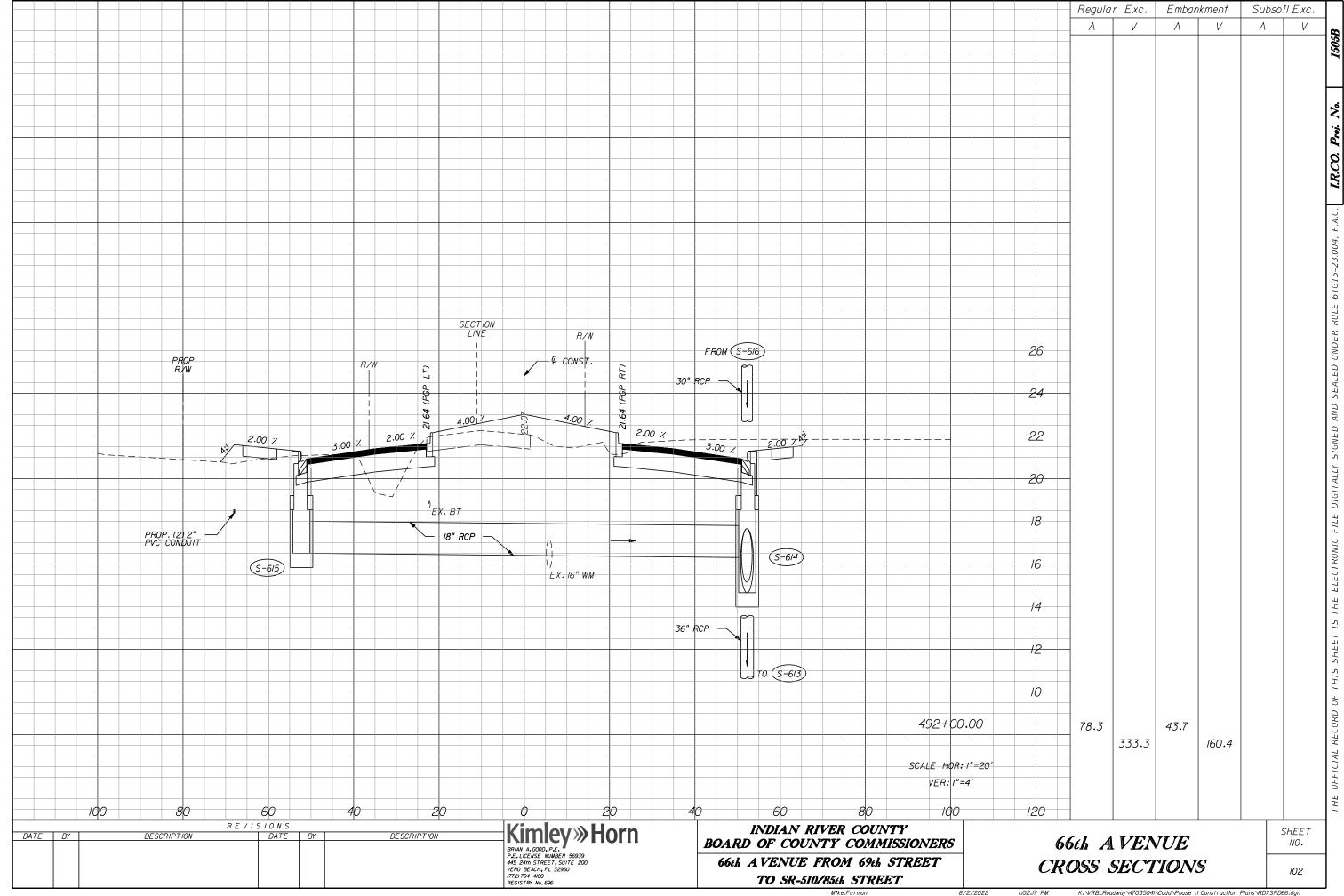


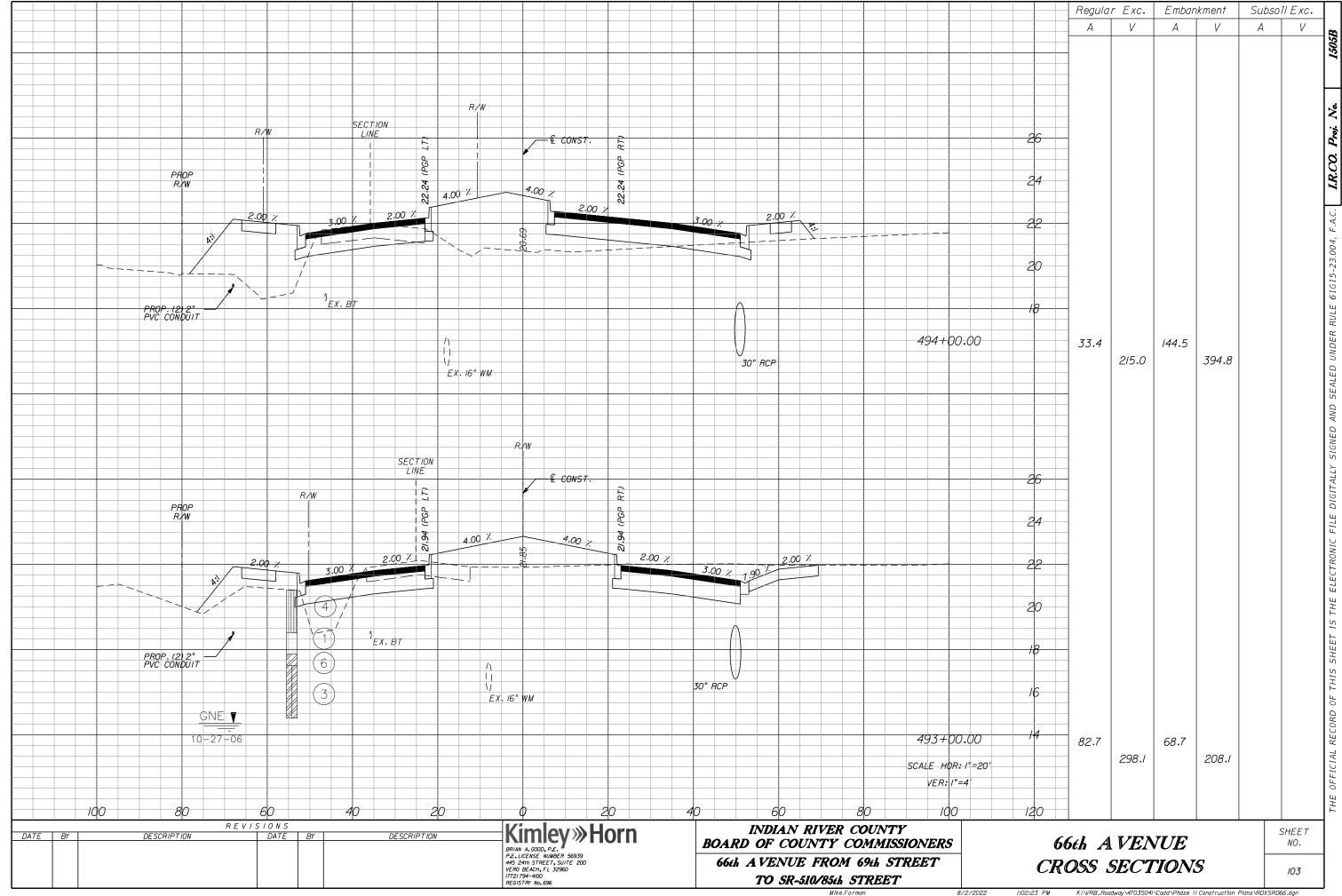


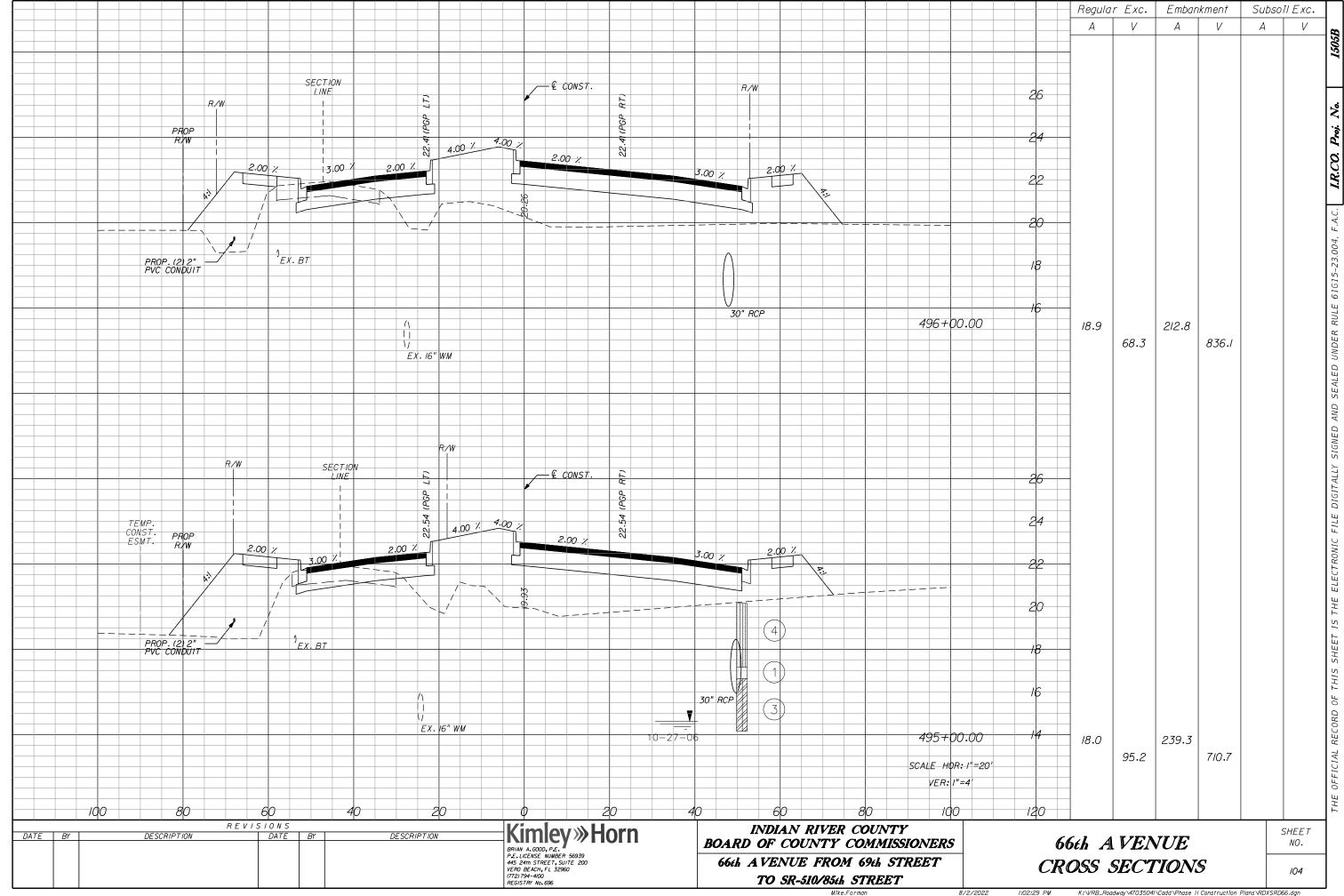


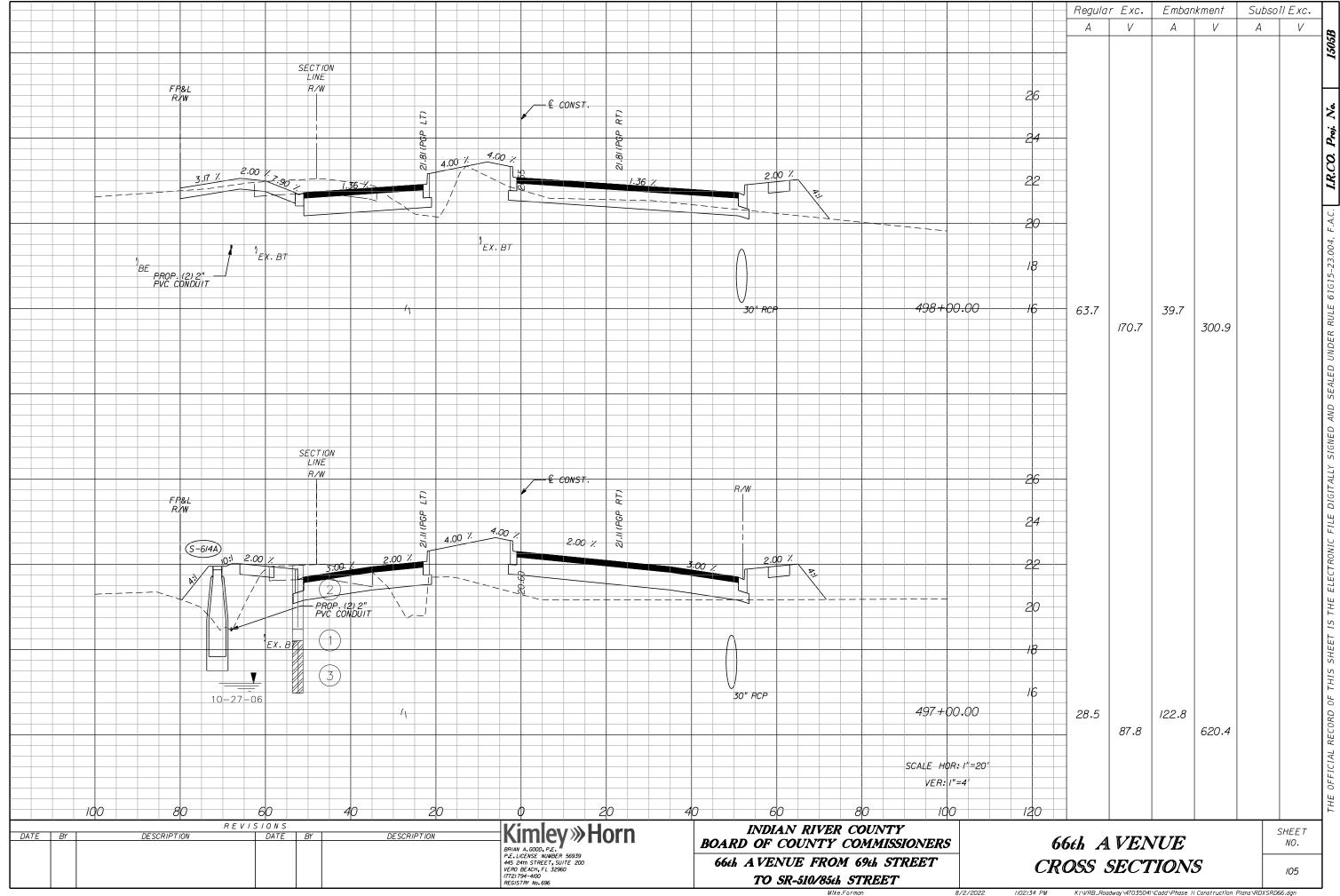


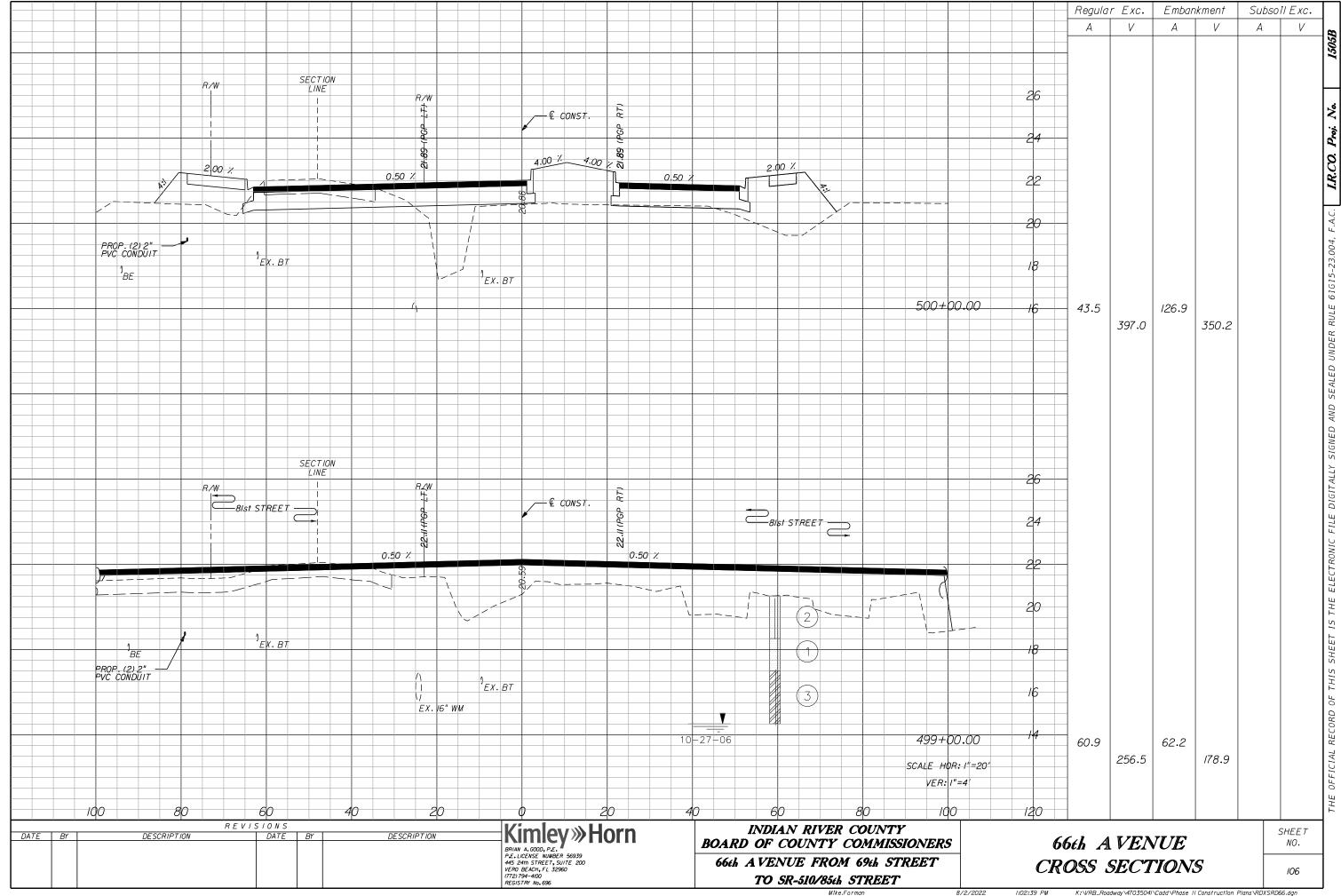


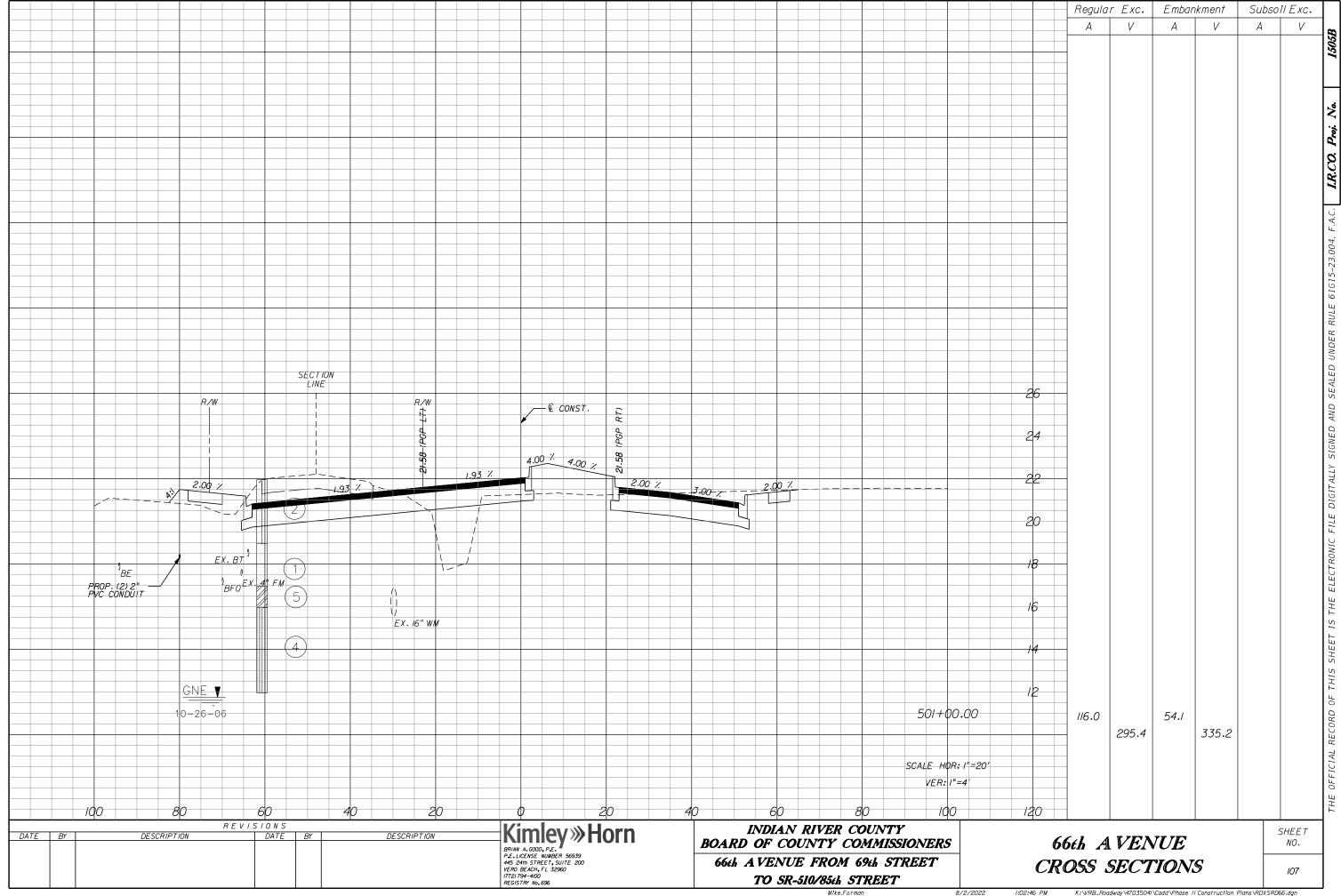


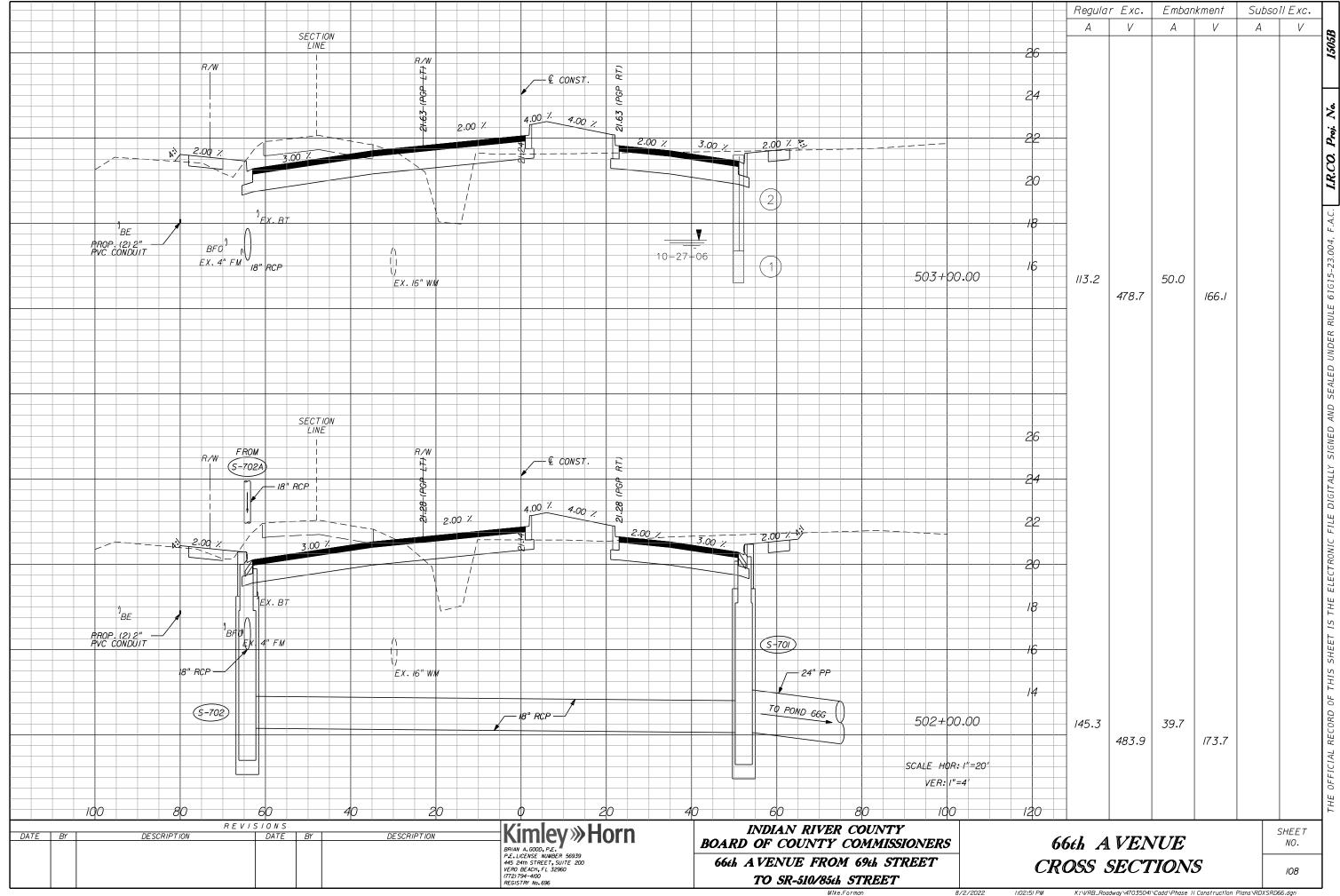


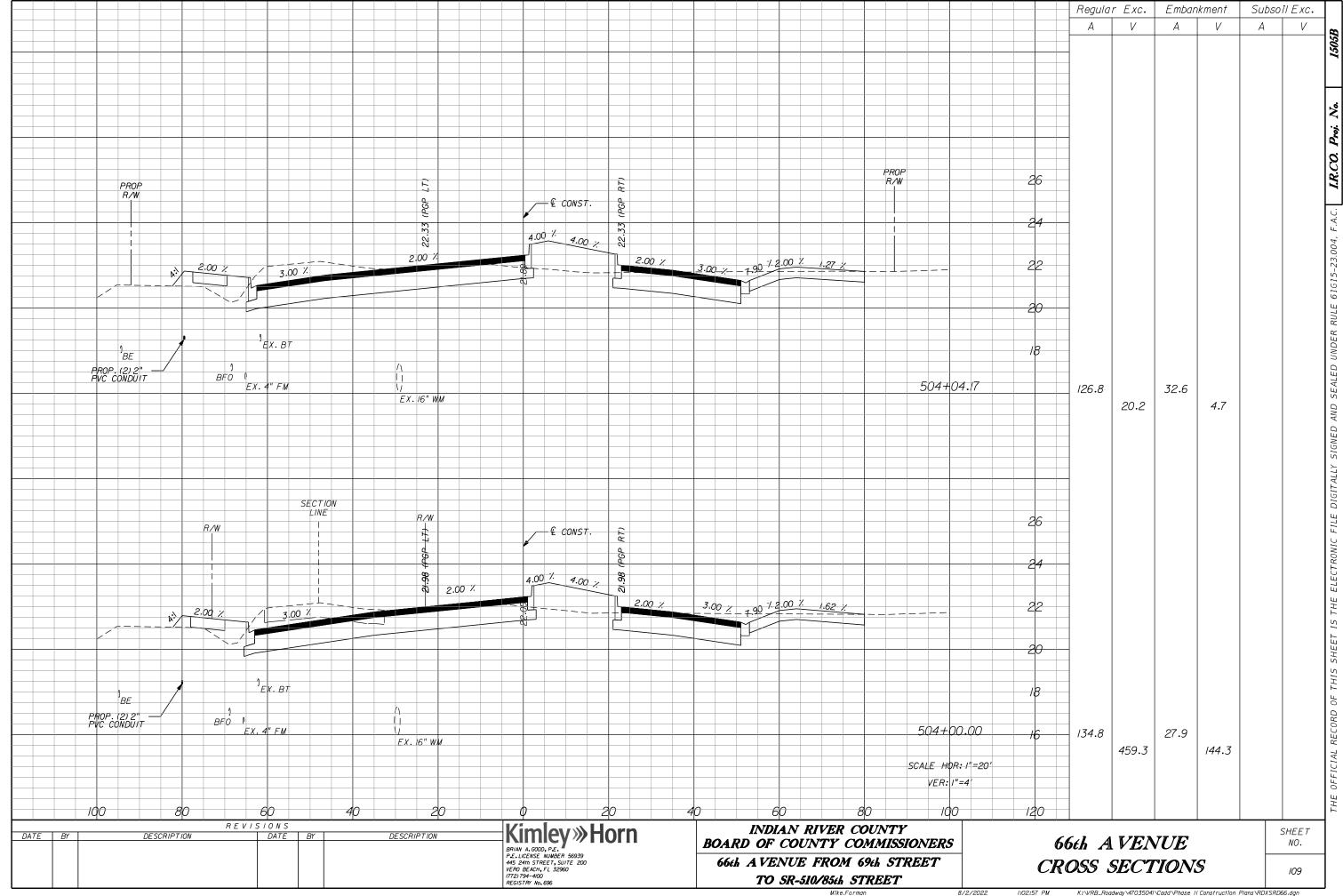


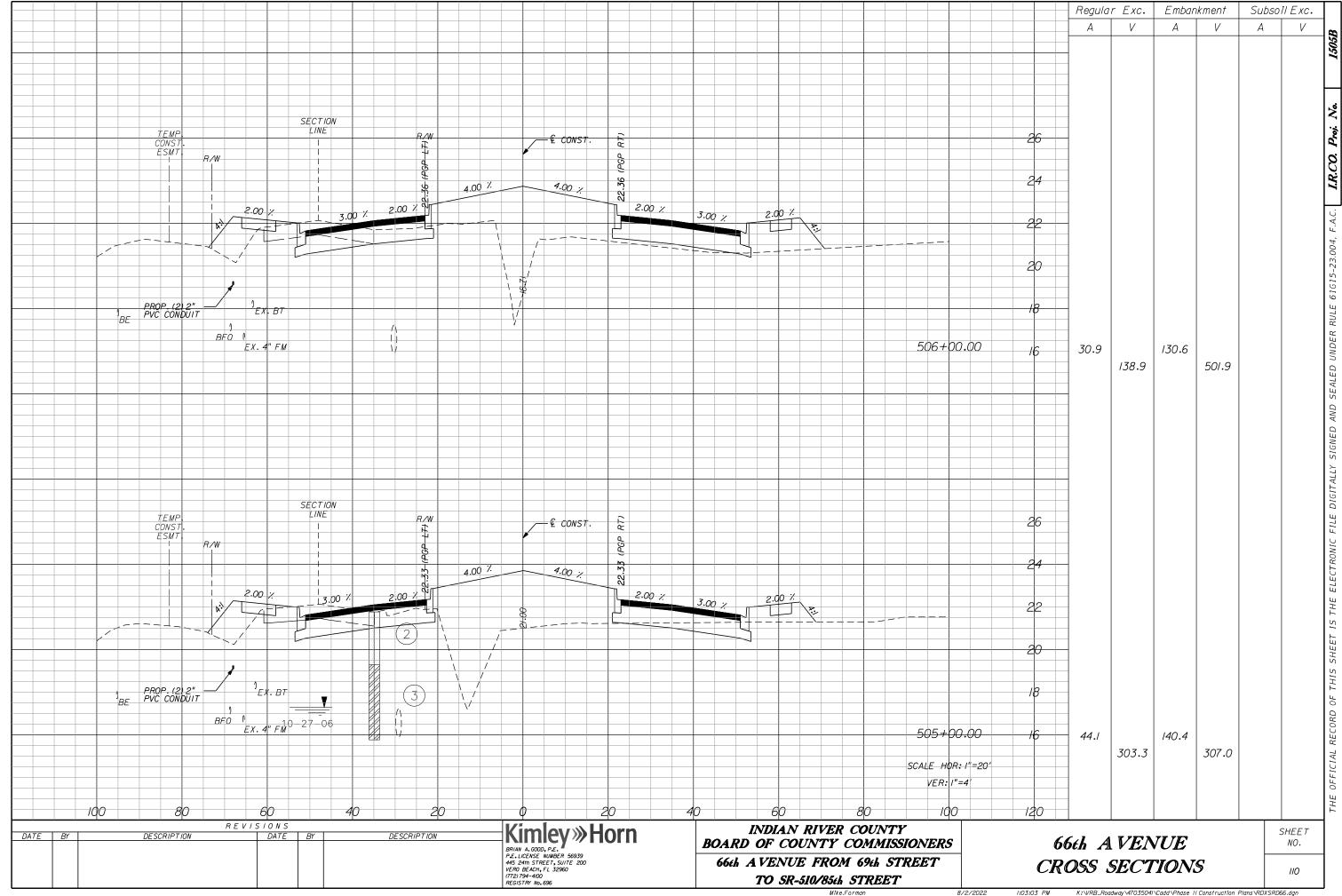


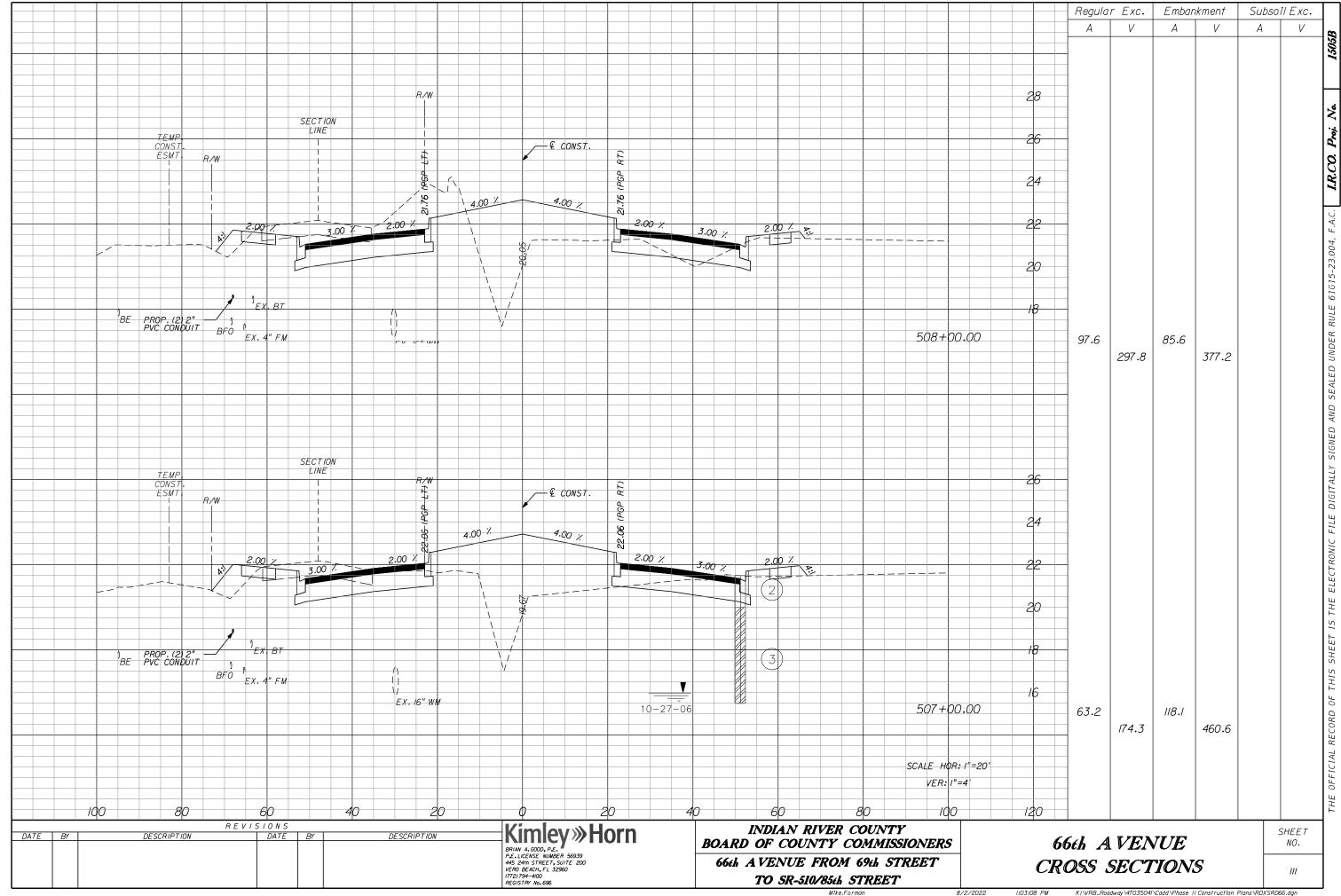


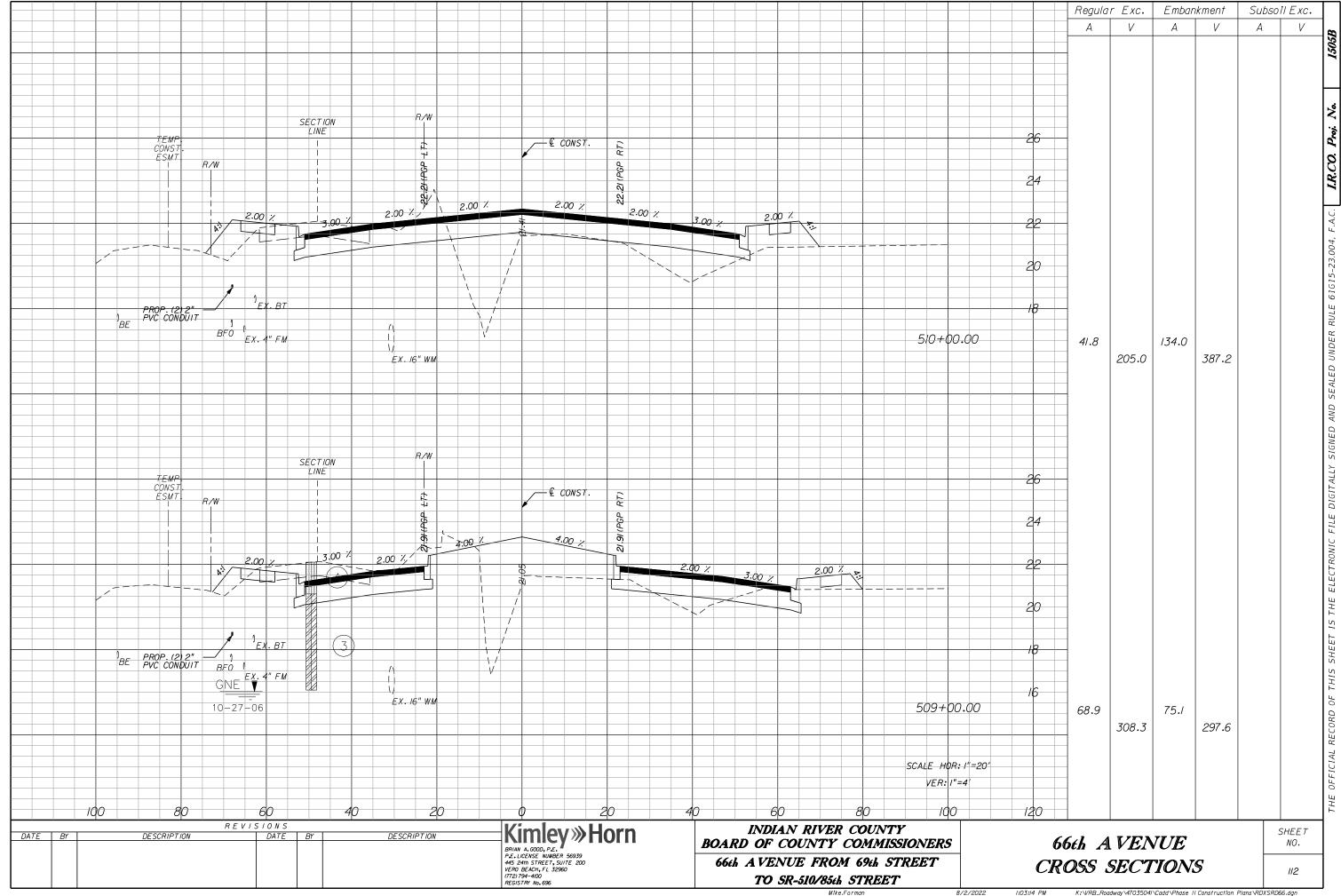


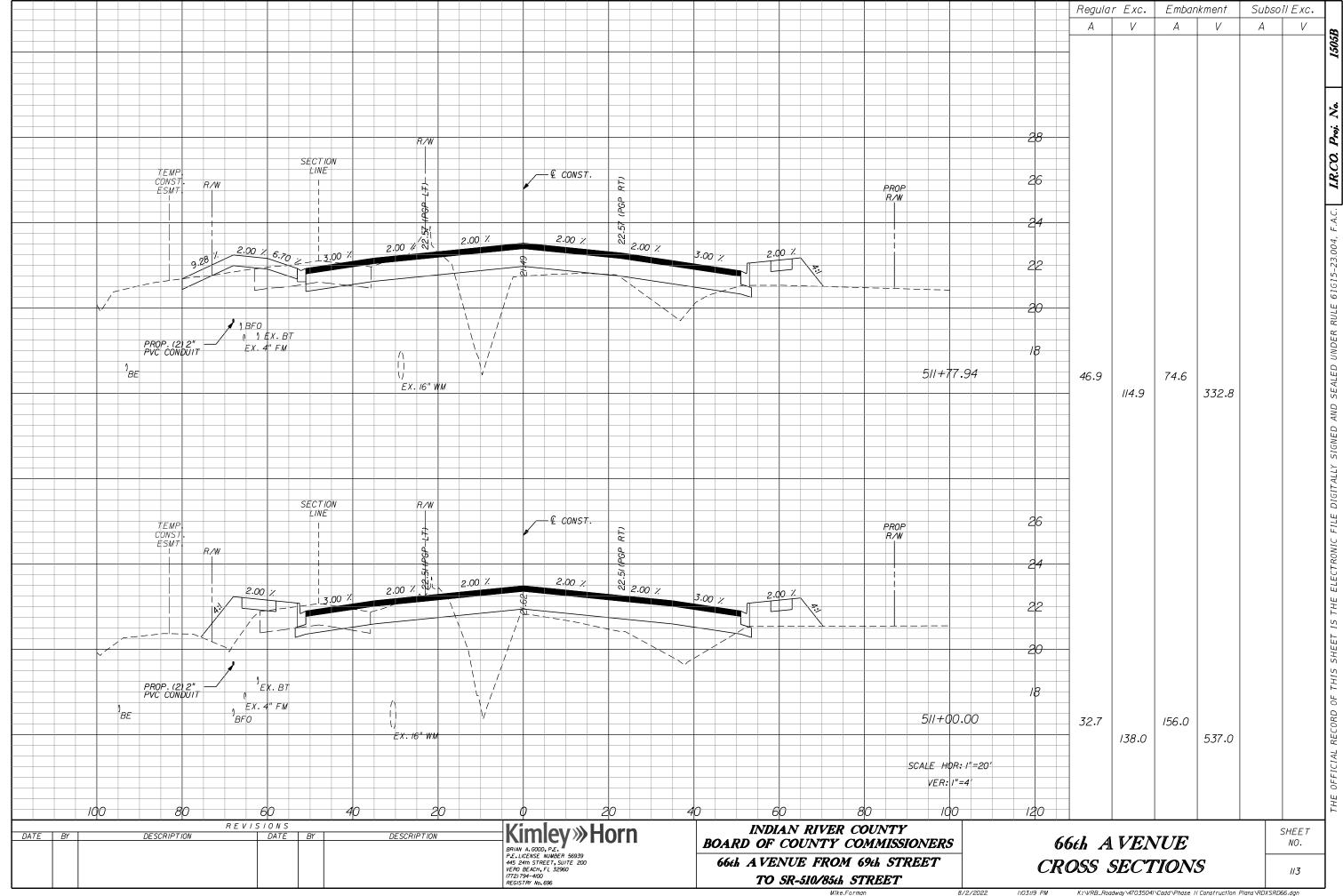


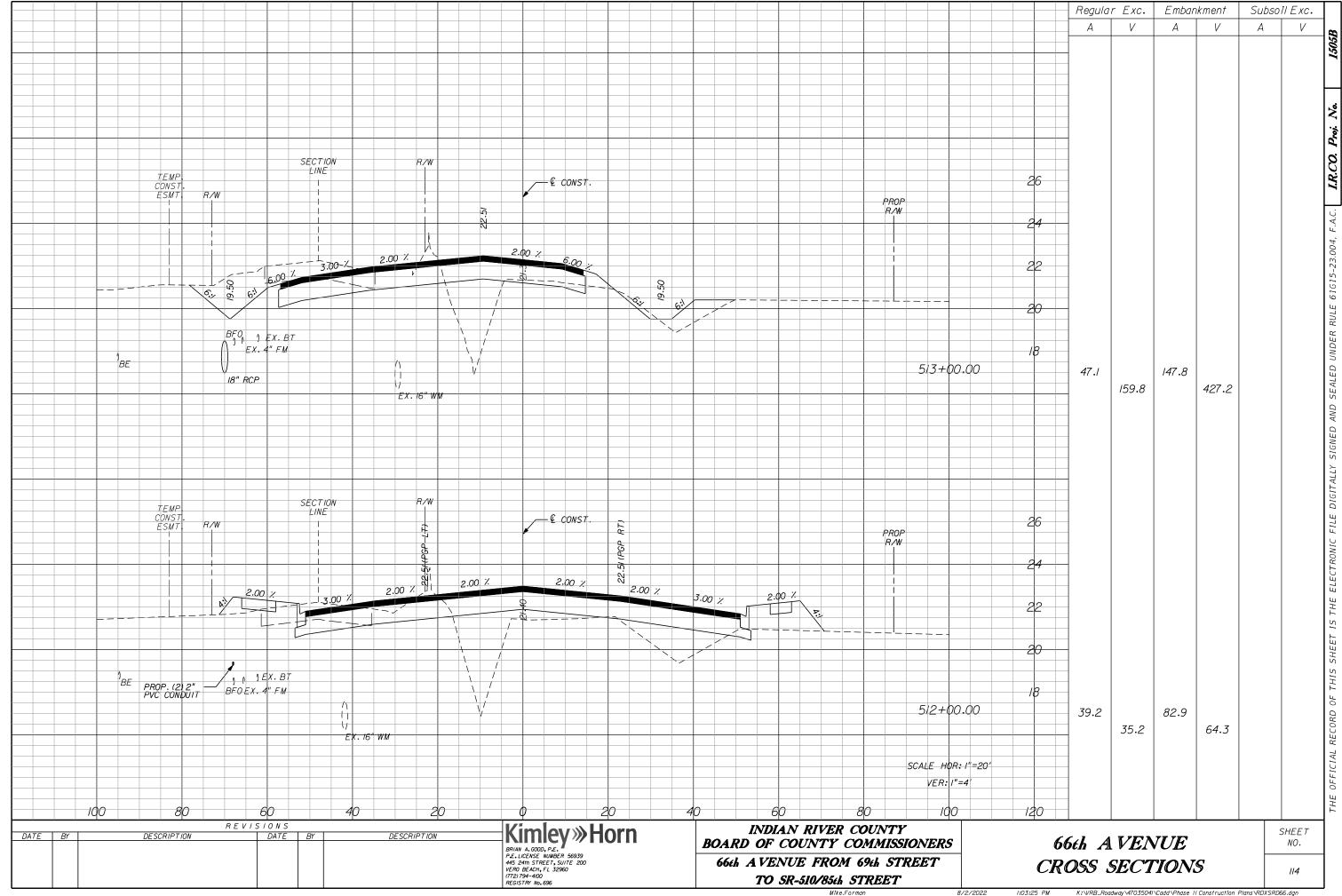


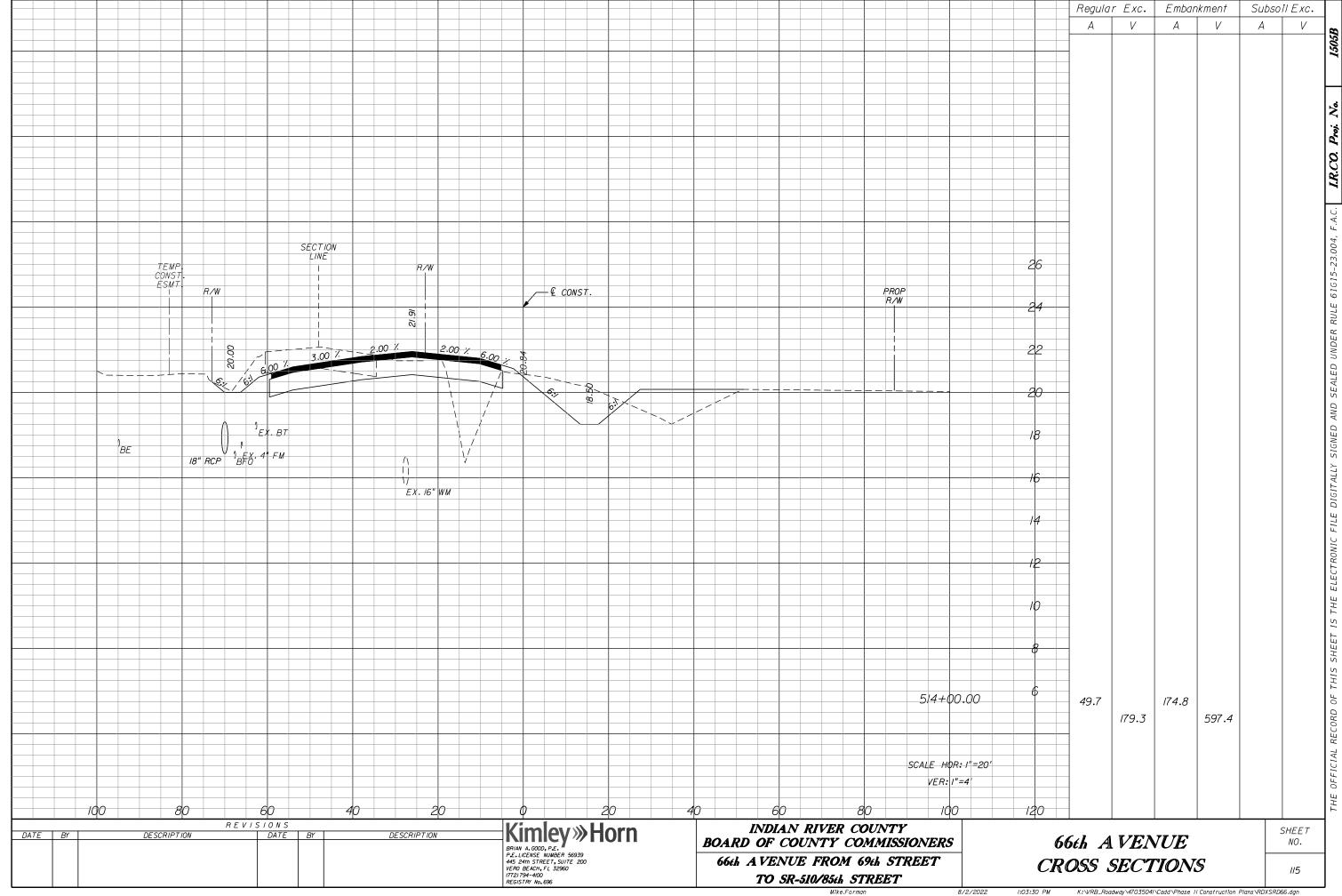


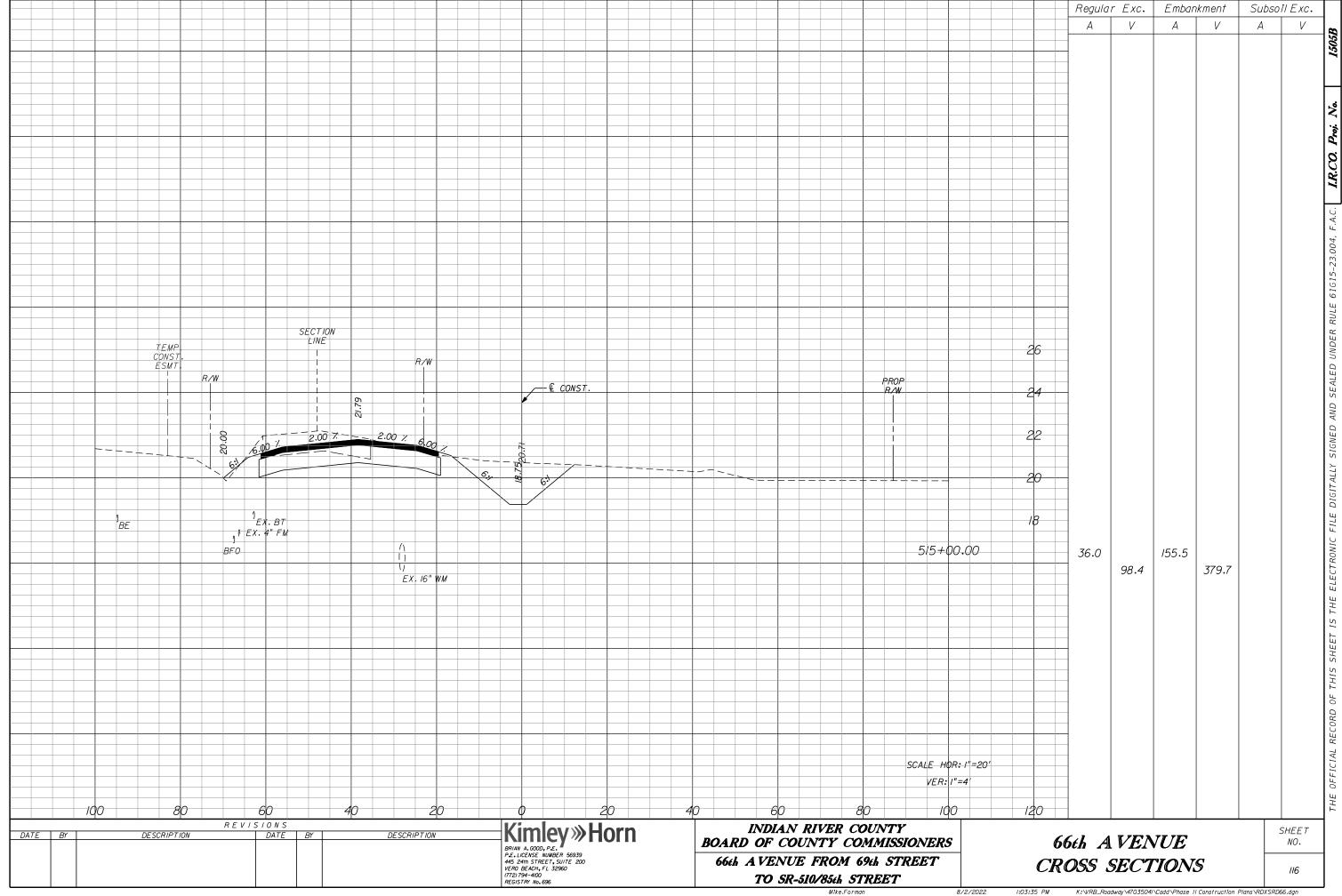


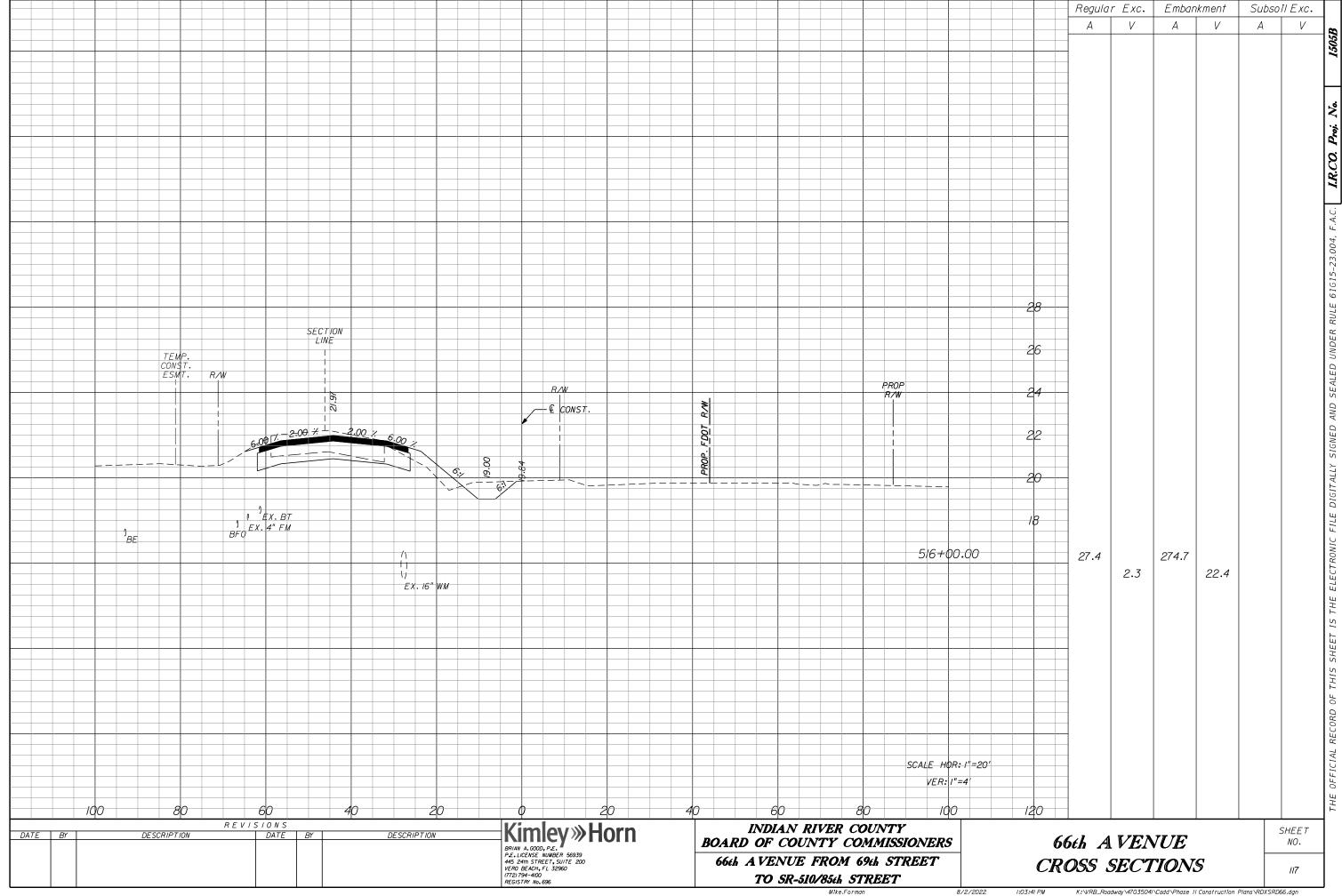


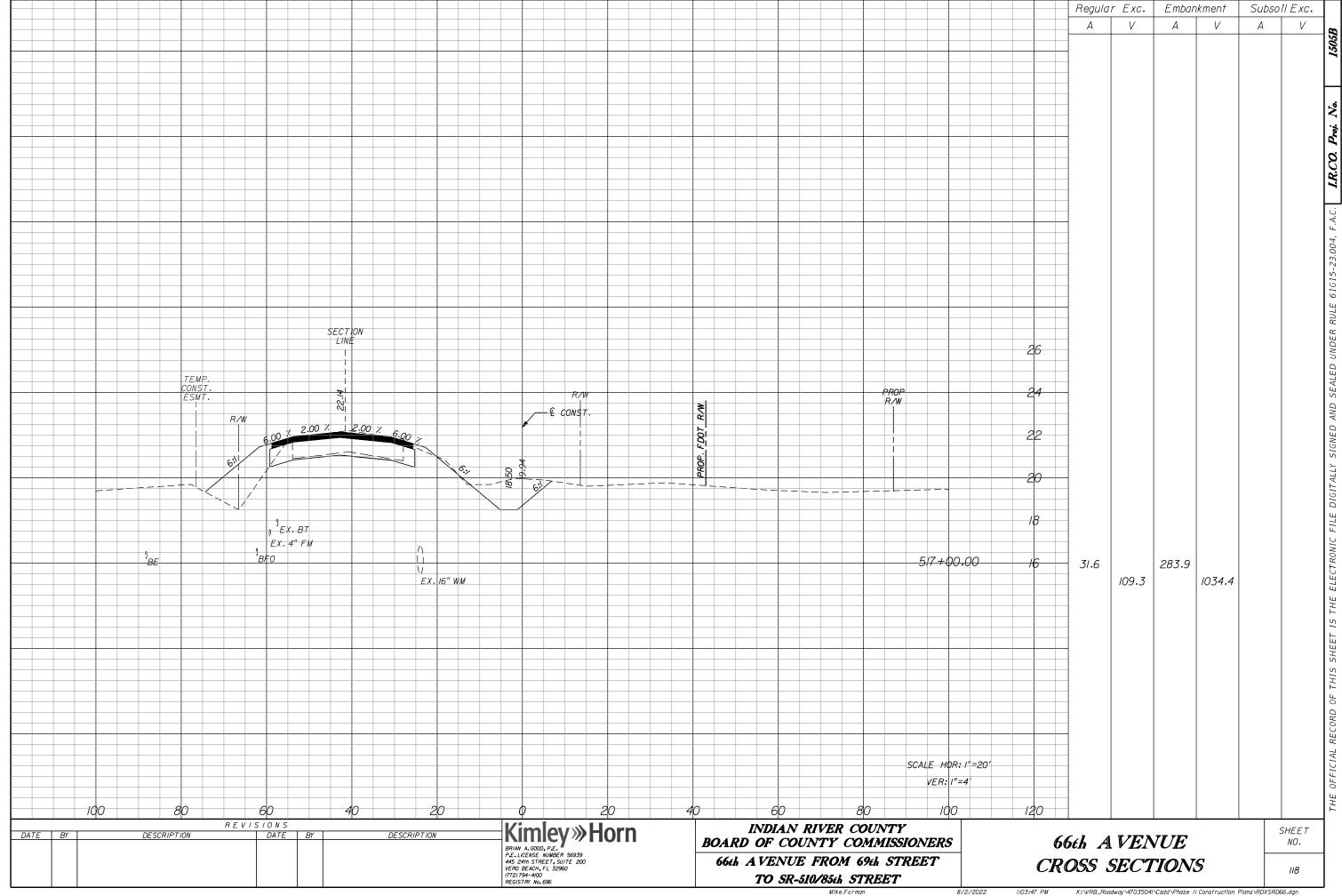


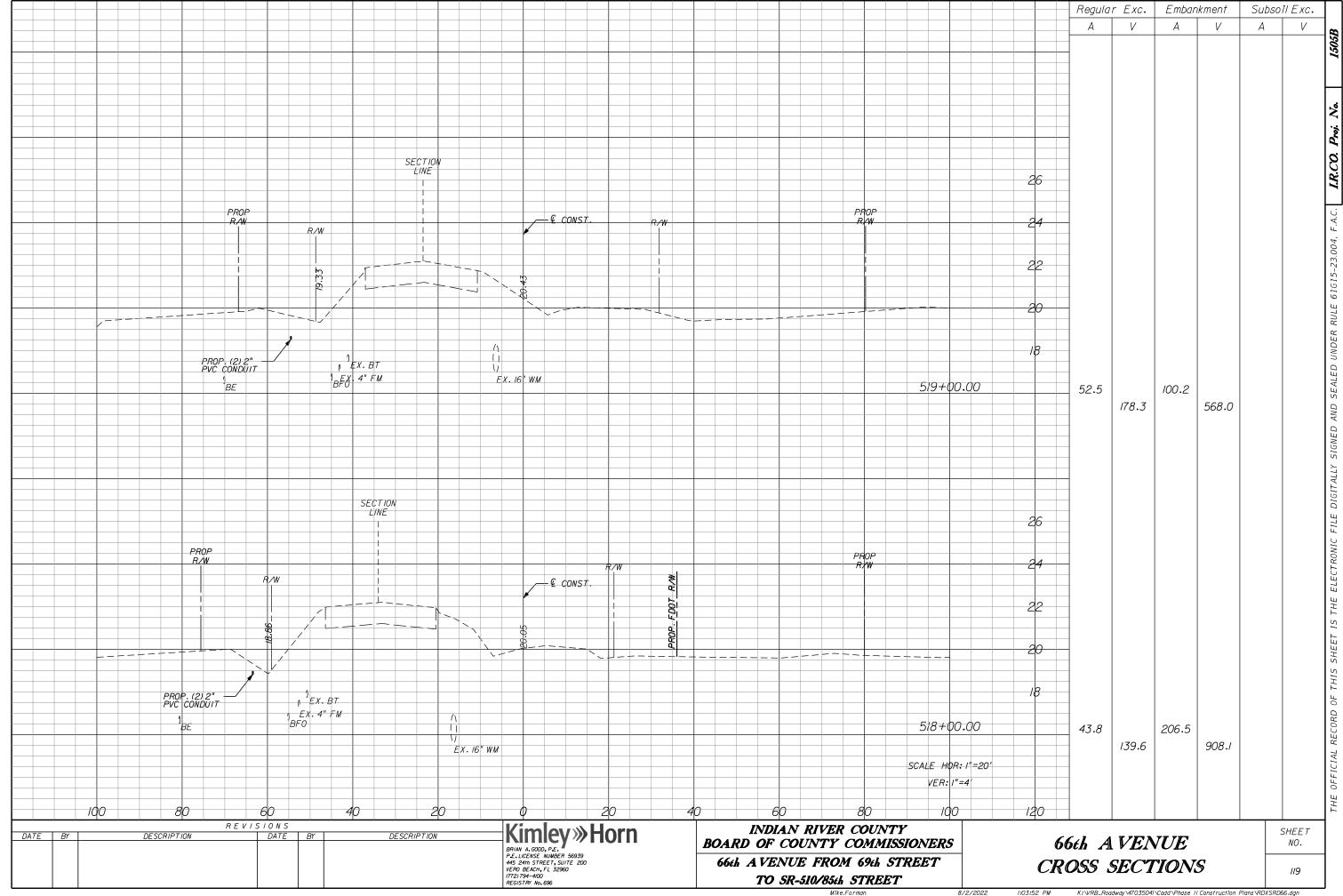


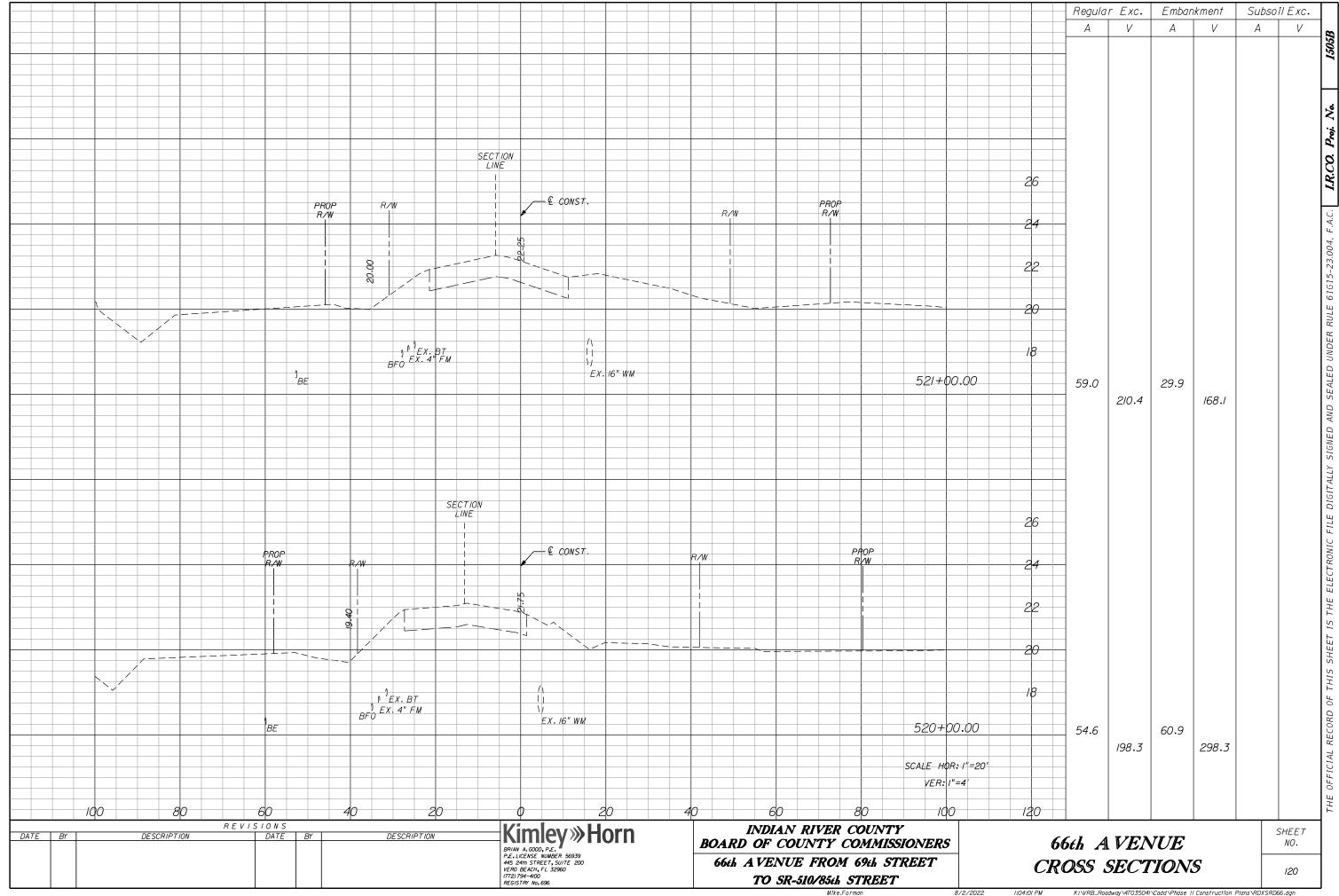


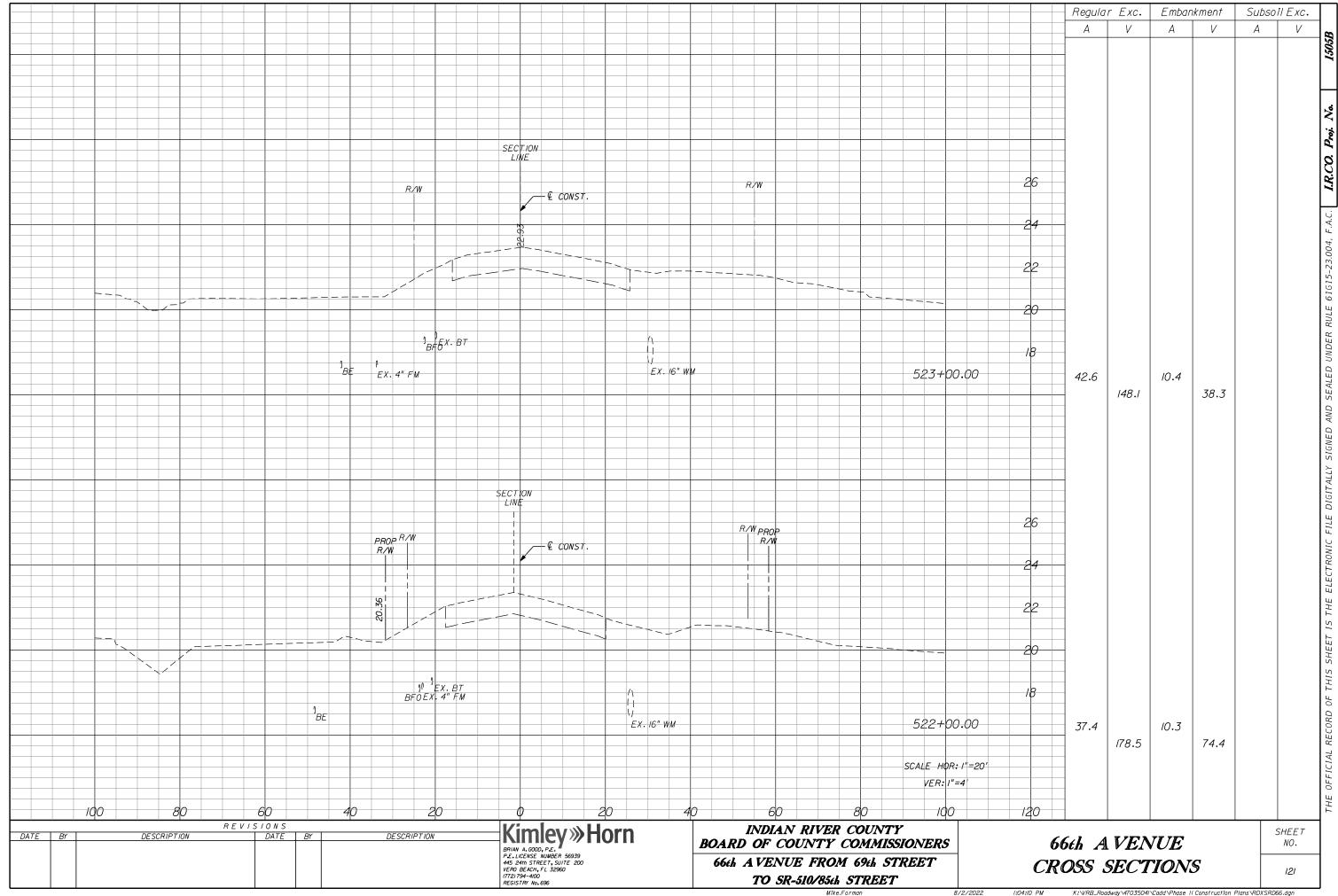


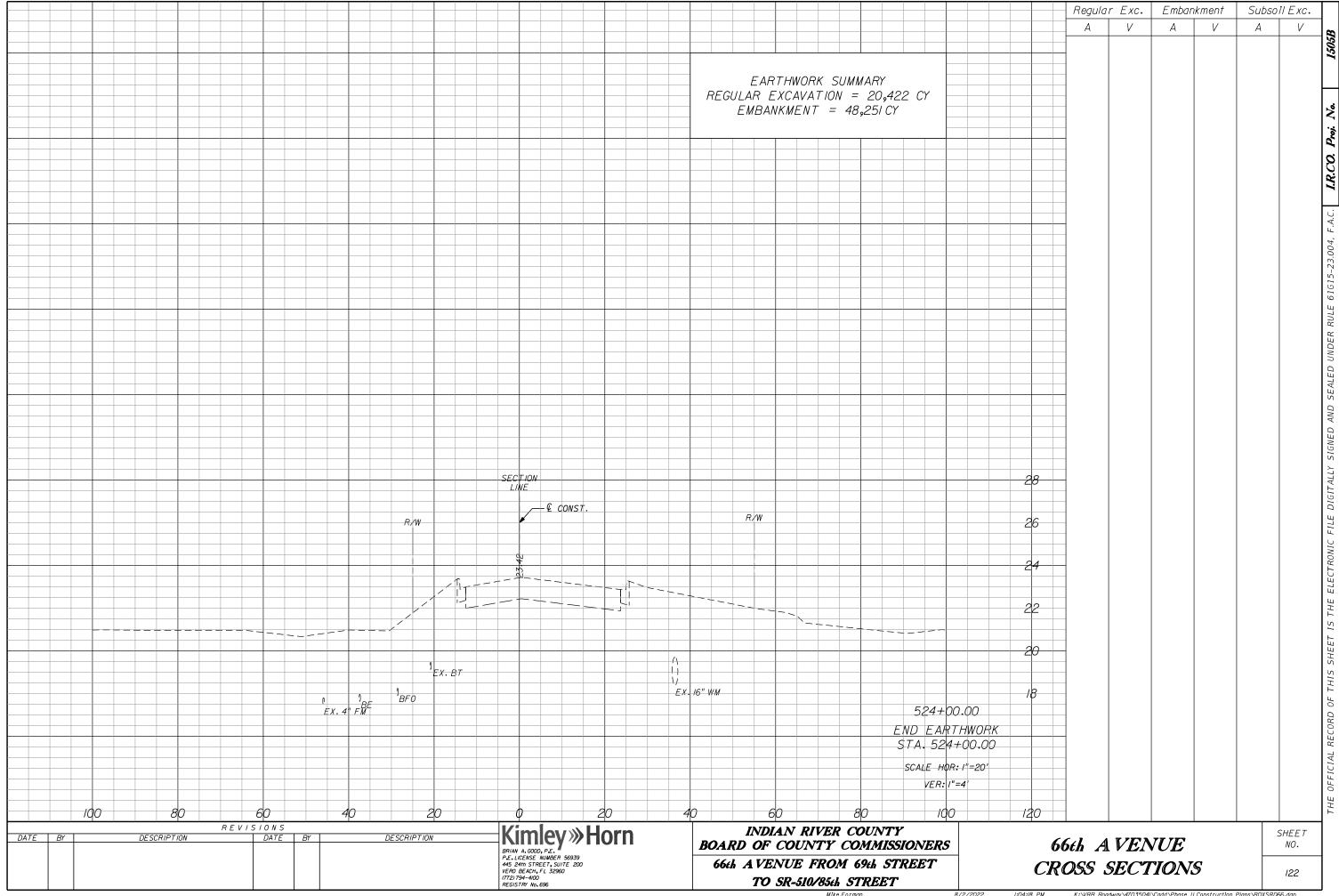






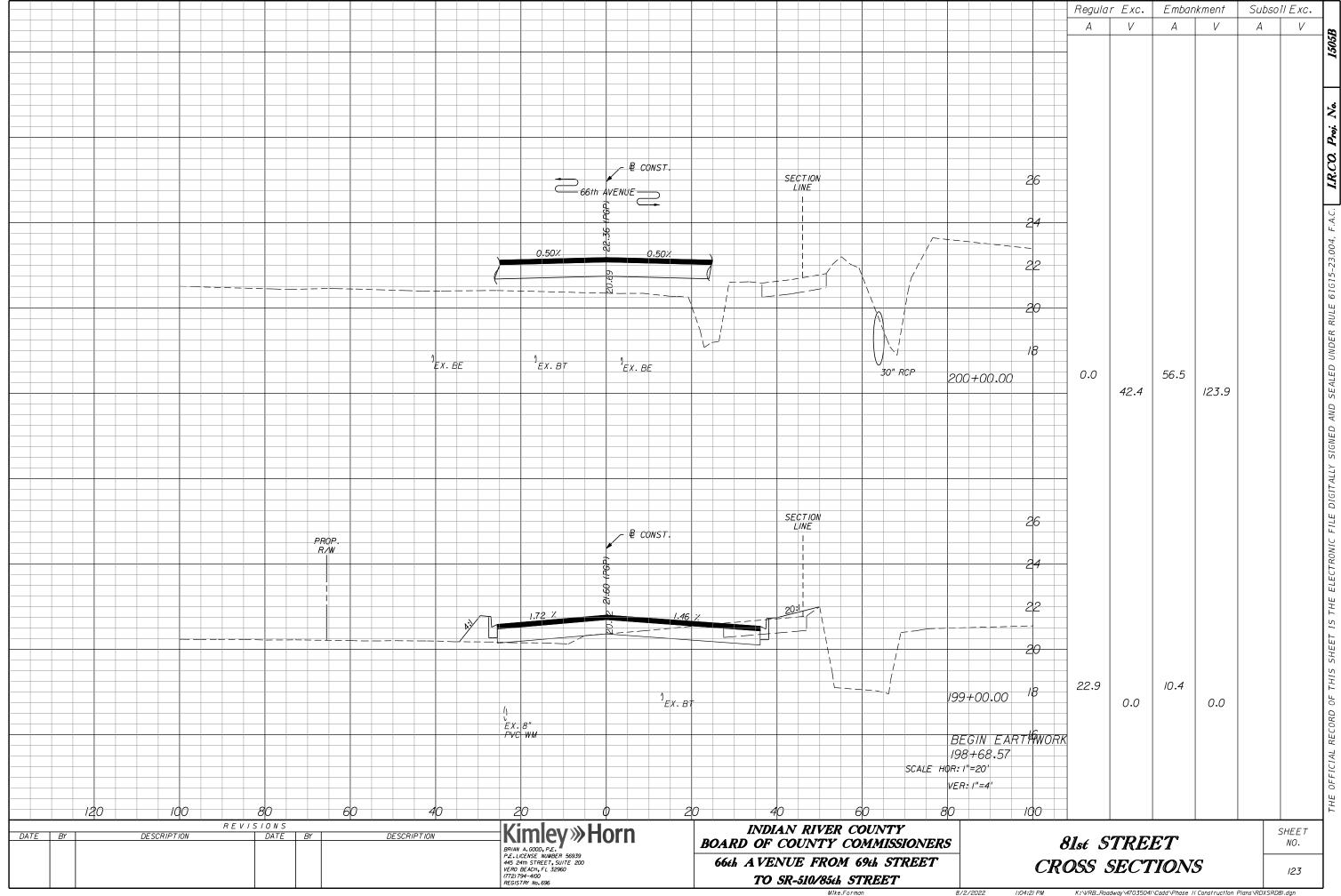


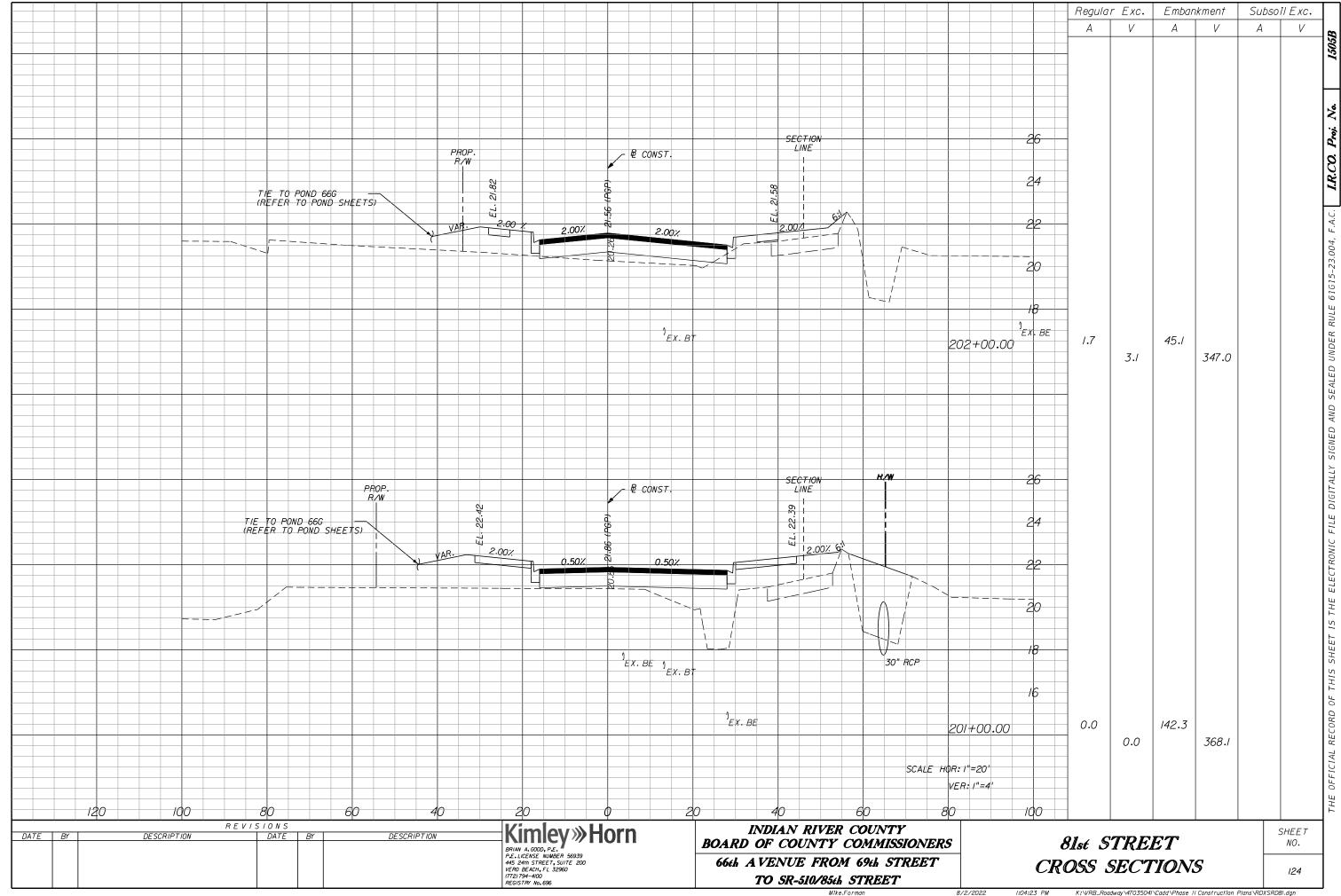


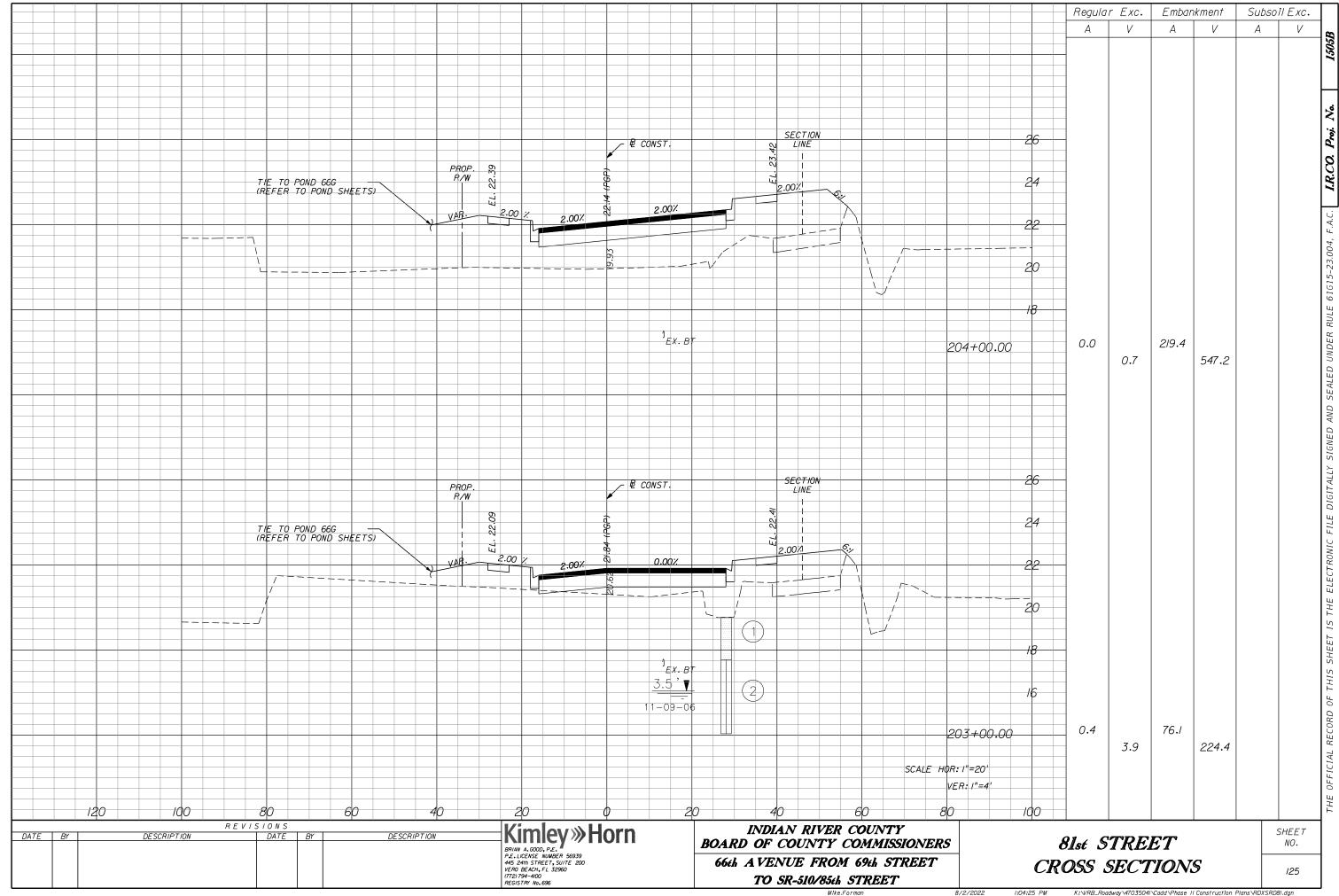


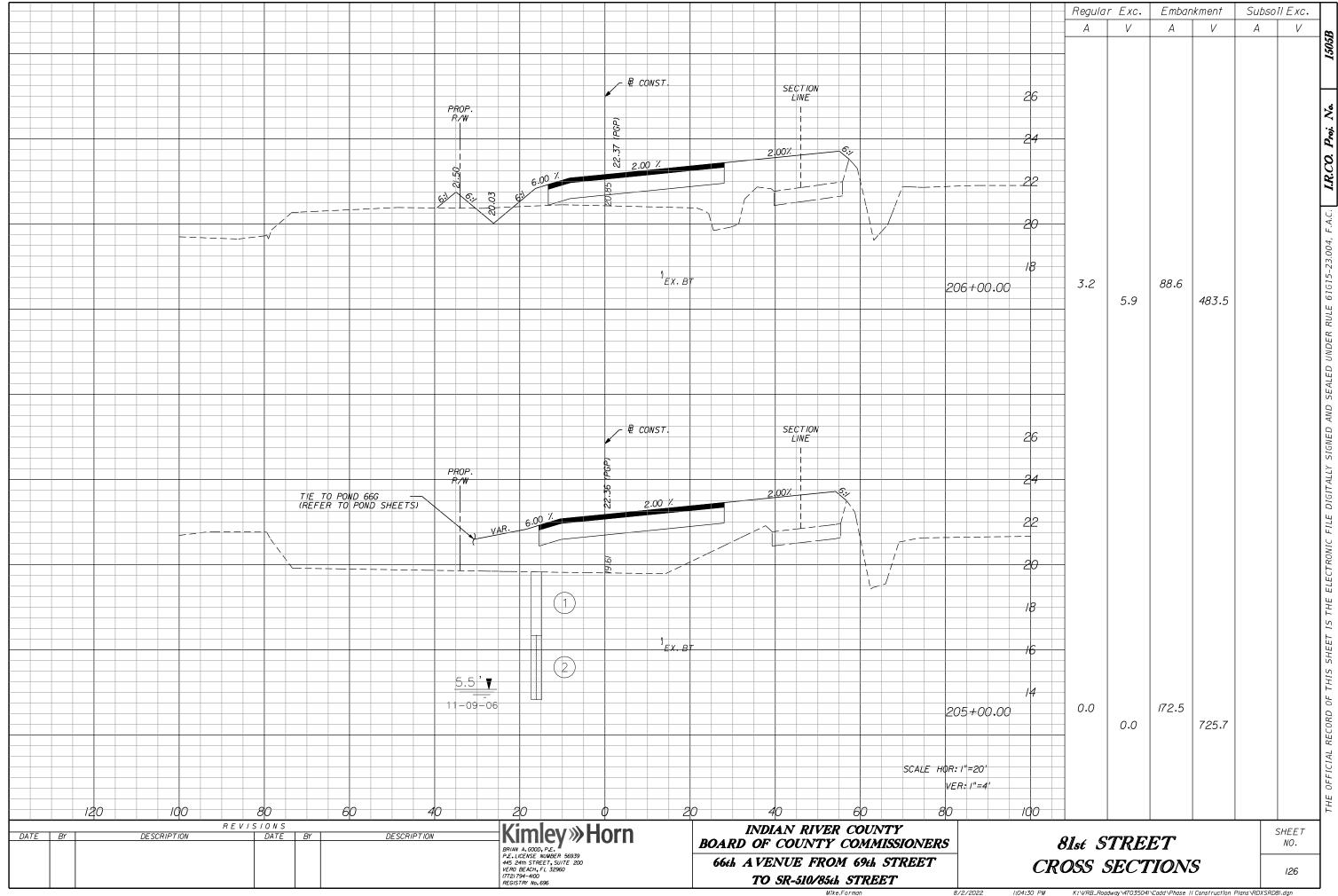
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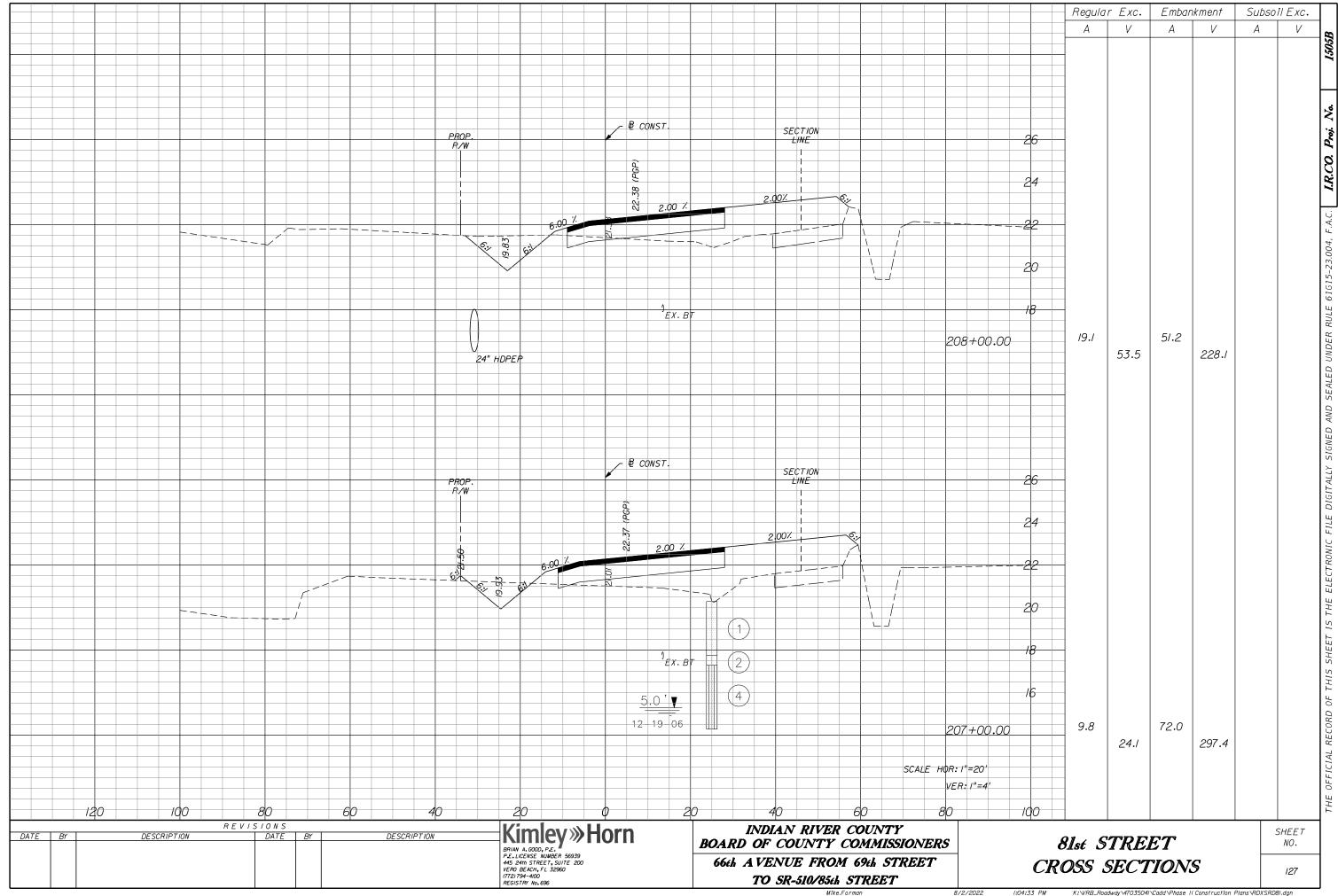
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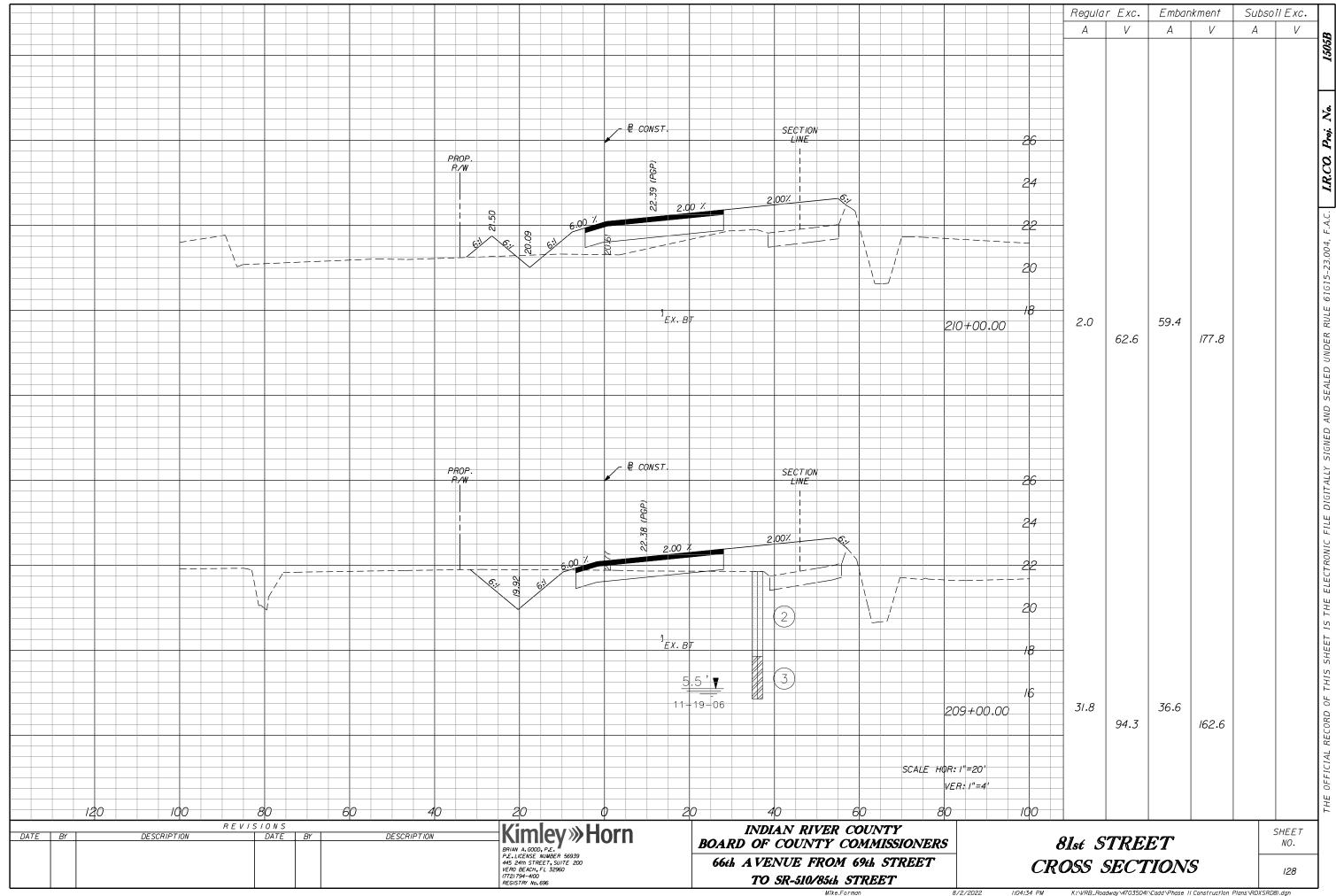


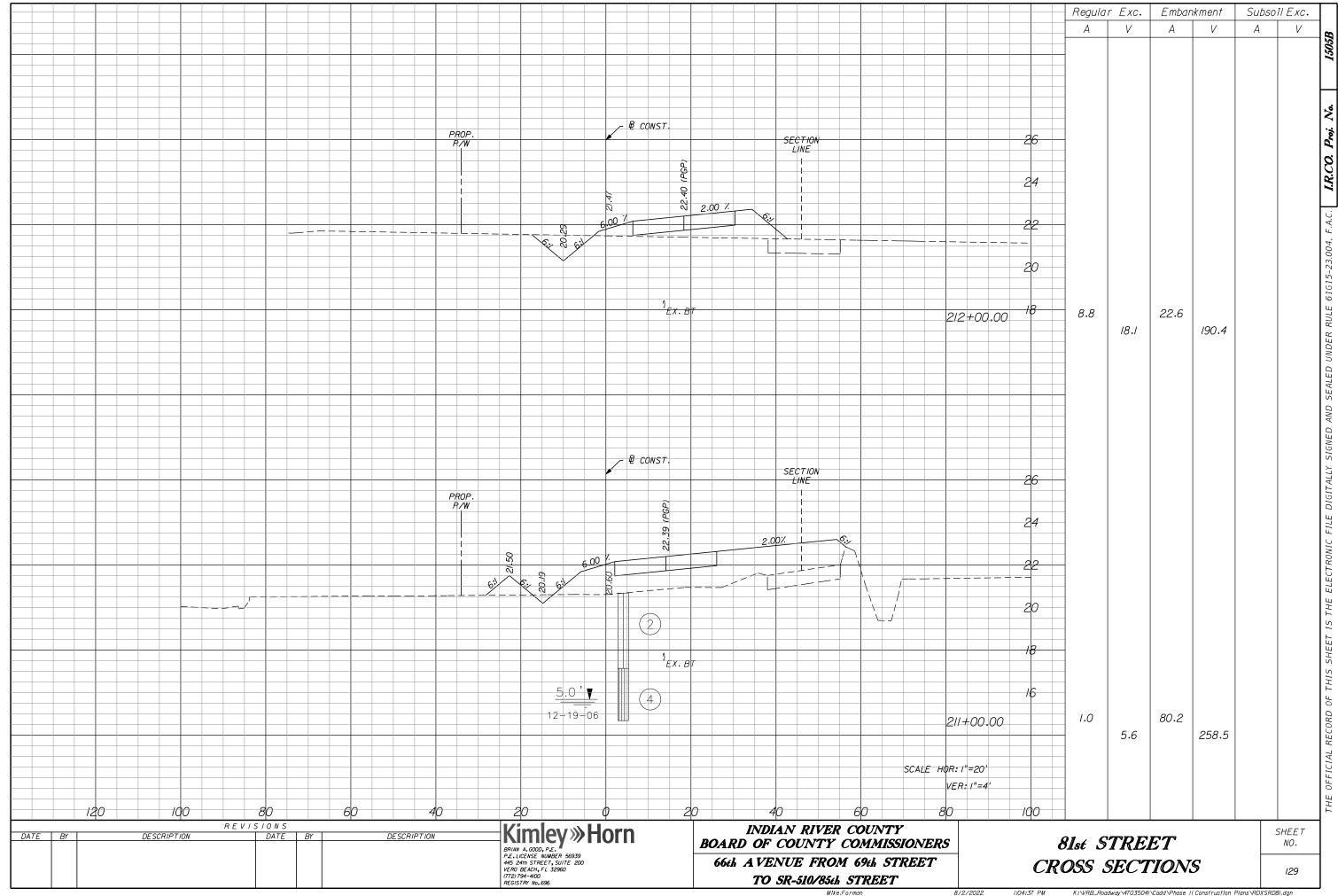


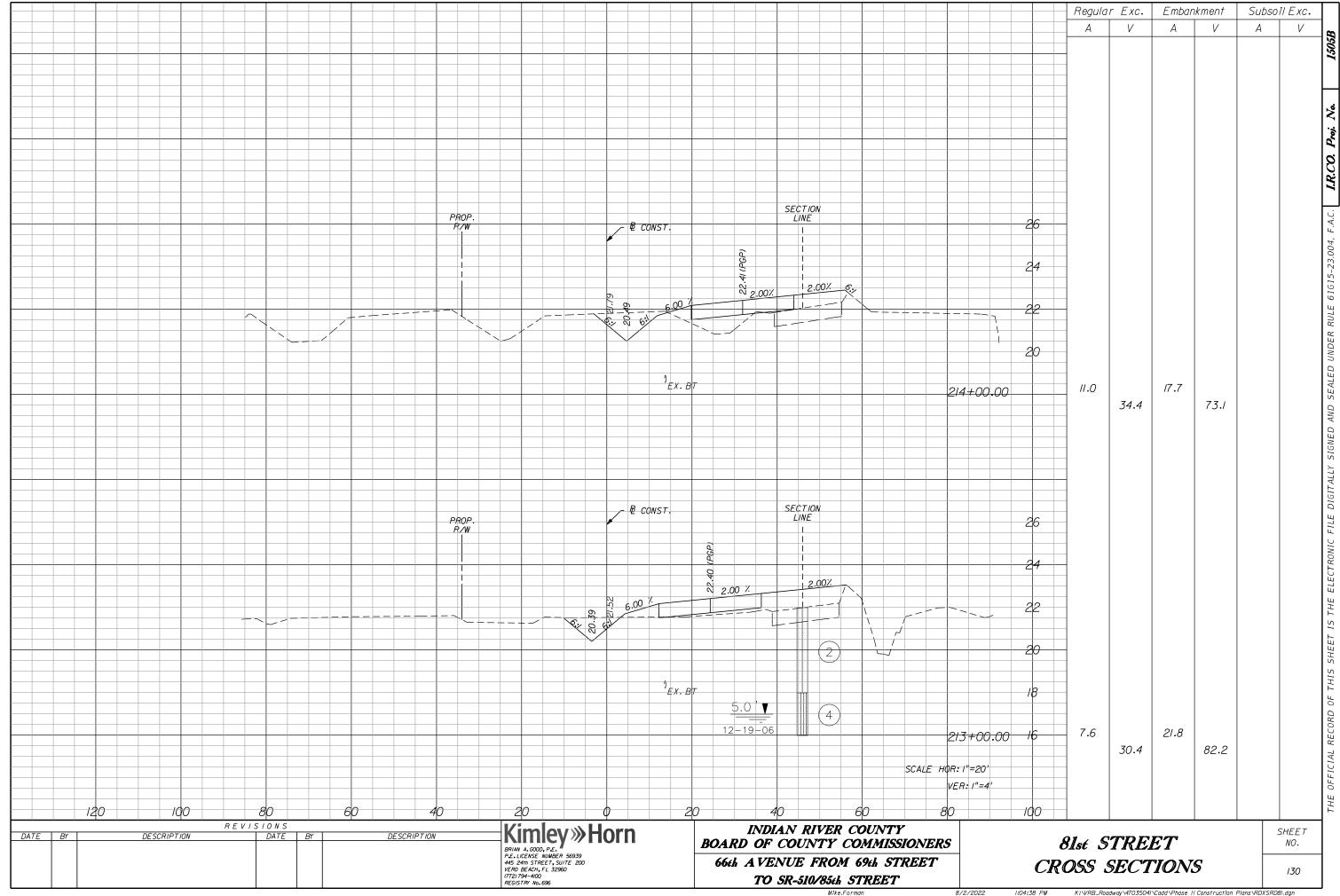


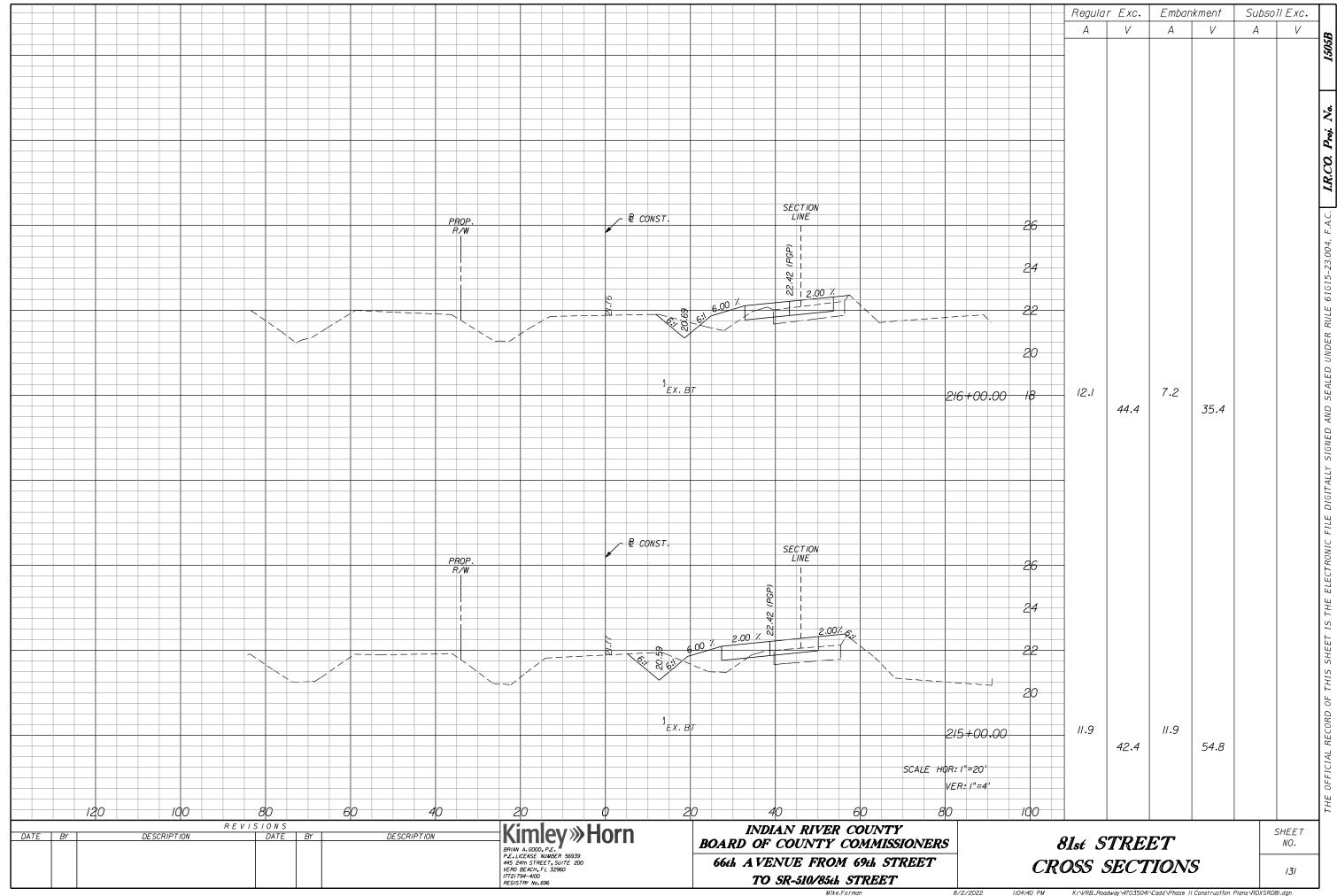


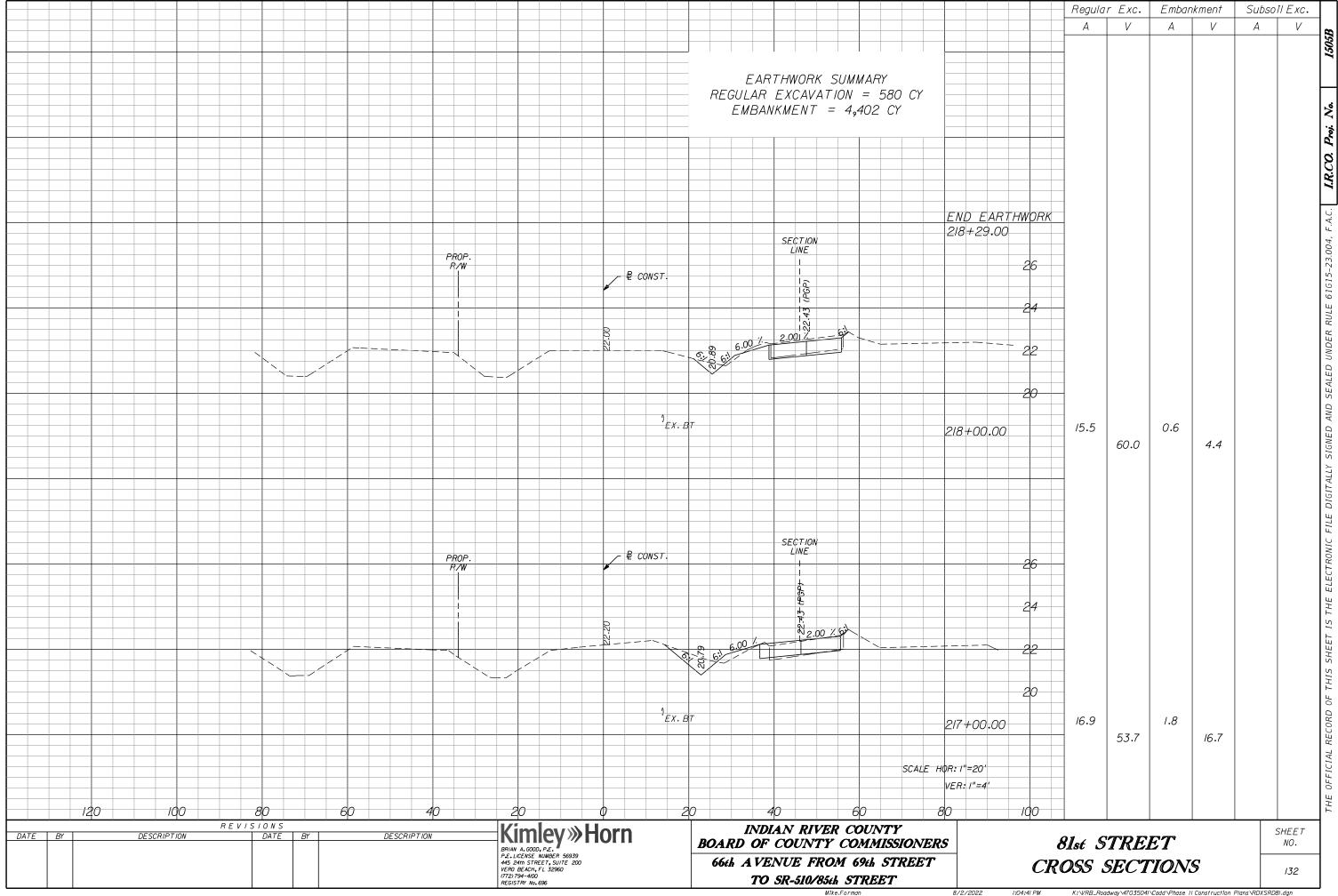












I. Site Description:

- Construction Activity: Widening of 66th Avenue to a 4 lane а. divided urban section with paved shoulders, sidewalks, and landscapina.
- b. Sequence of Major Soil Disturbing Activities: Soil disturbing activities will take place during much of the anticipated construction period of this project. The following soil disturbing activities are listed in the approximate order in which they are anticipated to occur.
 - I. Install Stabilized Construction Entrance(s)
 - 2. Clearing and Grubbing
 - 3. Stormwater Management Facility Construction
 - 4. Excavation of Soils
 - 5. Embankment Construction
 - 6. Stabilization and Temporary Sodding
 - 7. Roadway Grading and Construction
 - 8. Final Grading and Sodding

c. Total Project Area:	62.2 Ac
Total Area to be Disturbed:	62.2 Ac

d. Runoff Data:

The following is a list of the drainage basin, the area of the basin and the runoff coefficient before, during, and after construction.

Basin	Area (Ac.)	Before Construction	During Construction	After Construction
66D	9.77	0.478	0.585	0.692
66E	13.38	0.424	0.5/3	0.60/
66F	13.14	0.426	0.523	0.623
66G	66.10	0.38/	0.445	0.508

e. Site Map: See KEY SHEET

f. Receiving Waters: Indian River Lagoon

2. Controls

A). Erosion and Sediment Controls: The soil erosion and sediment controls shall be maintained by the contractor to minimize the amount of soil disturbed, prevent offsite runoff from discharging across disturbed areas, and remove on-site sediment prior to discharge of runoff from the site.

All items represented in the following discussion are treated in detail in the "Florida Department of Transportation Standard Specification for Road and Bridge Construction" or will be implemented by the Engineer in a manner appropriate to environmentally sensitive construction practices. The contractor will generate site specific erosion control plan including an implementation schedule for each phase of construction operations or activities. The Contractor will also be required to modify the plan or materials to adapt to seasonal variations and supply contract time schedules for the implementation of each subunit.

(a) Stabilization Practices: During construction the contractor will provide temporary seeding for areas which have been cleared and not reworked within 14 calendar days. The entire cleared and unpaved portion of the project will be sodded or mulched and seeded upon completion. Bare soil areas will be kept to a minimum. Stabilization Practices will include:

> Permanent sodding Limiting steep slopes Minimizing the area of disturbed soils at any given time Preservation of natural vegetation Soil retaining measures Dust control

(b) Structural Practices will include:

Staked Silt Fences (If) Synthetic Bales (If) Rock Bags (ea) Retention/Detention Ponds Storm Drain Inlet Protection

(c) Phasing of Controls

Phase I - Installation of Environmental Control Features, Job Box including Permits and SWPP

- a. Environmental control features as provided in Plans Quantities are to be installed throughout the clearing and grubbing limits of environmentally sensitive areas as shown in plans (prior to clearing and grubbing).
- b. The contractor will be required to prepare a site specific erosion control plan along with a specific construction schedule for implementation. The contractor will also be required to modify the plan or materials to adapt to seasonal variations.

Phase II - Clearing and Grubbing

Clearing and grubbing shall be done as indicated on the typical sections or as noted in the plans.

Phase III - Excavation of Muck Soils and Embankment and Surcharge Construction

Environmental controls including synthetic bales, silt fences, sedimentation basins and other controls, as appropriate, shall be in place prior to the initiation of embankment and surcharge area construction.

Phase IV – Drainage System or Environmental Control Features

- a. Environmental control features as provided in Plans Quantities are to be installed in all areas of excavation or fill for drainage system or structure construction prior to such excavation or fill. All streams or ditches are to be protected from rosin or siltation by the methods detailed in the Stormwater Pollution Prevention Plan (SWPPP). Inlet entrances are also to be protected from siltation as detailed in the SWPPP. These include staked synthetic bales, sediment basins, turbidity barriers, silt fence barriers and others, as appropriate.
- b. The Contractor will be responsible for monitoring any activities for vollation of water quality standards as they relate to turbidity (29 NTU's above background) and pH (limit 6.5 to 8.5). Testing will take place to substantiate the intent of the project permits throughout the duration of the project. If the water quality standard is violated, sediment and erosion control measures will be reevaluated and re-installed as directed by the Engineer.

Phase V – Permanent Environmental Controls

Temporary environmental controls will be removed after new roadways have been opened, and permanent erosion, sediment and storm water control are in place and functioning Final clean up will take place and any temporary surface water diversions or control features will be connected to the permitted stormwater management system.

B). Stormwater Management: Stormwater management will be via the permitted stormwater management system.

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OSION CONTROL ENERAL NOTES

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C). Other Controls

a) Waste Disposal: The contractor will provide litter control and collection within the project boundaries during construction activities. All fertilizer, hydrocarbon, or other chemical containers shall be disposed of by the contractor according to EPA's standard

b) Off-Site Vehicle Tracking: Will be controlled by the following methods: - Haul Roads Dampened For Dust Control

- Loaded Haul Trucks To Be Covered with Tarpaulin - Excess Dirt on Roads To Be Removed Daily
- Soil Tracking Prevention Device Type A Per FDOT Standards

c) Sanitary Waste: Any field offices will have portable toilet facilities or the contractor will obtain permits for sewage treatment in accordance with IOD-6 F.A.C. "Standards for On-Site Sewage Disposal Systems".

d) Fertilizers and Pesticides: Fertilizers will be used on this project in accordance with "FDOT Standard Specifications for Road and Bridge Construction" Section 982 and per IRC Fertilizer ordinances found in the contract documents in A ppendix B. To avoid nutrient loading to surface waters, fertilizers used on this project will not be applied within fifty (50) feet of any surface waters within the project limits.

D). Permits

The following permits have been obtain for the project:

SJRWMD Environmental Resource Permit

The contractor is responsible for obtaining the following permits.

- FDEP - NPDES Permit
- SJRWMD Temporary Dewatering Permit (if needed)
- IRFWCD Dewatering Permit

Additional permit fees are to be included in the cost of Mobilization IOI-I

3. Maintenance

The Contractor shall be responsible for daily Inspection and maintenance of all erosion control devices throughout the construction phase of the project. Maintenance shall be conducted in accordance with FDOT and FDEP Standards.

The Contractor will be responsible for maintenance and repairs of erosion and sediment control devices, and removal of erosion and sediment control devices until acceptance of the completed project by FDOT.

Maintenance and repair required for the control and abatement of erosion and water pollution shall be included in the cost of Pay Item 104-2.

The following practices will be used to maintain erosion and sediment controls:

General:

The Contractor shall install and maintain Job Box, including all permits and SWPP, Post Habitat Study and rain gauges on the project site and record weekly rainfall in accordance with NPDES Permit. All control measures will be maintained by the Contractor.

All measures will be maintained in good working order. If a repair is necessary, it will be initiated within 24 hours of report.

Structural Practices Controls:

Built-up sediment will be removed from silt fence and staked turbidity barriers not later than when it has reached one-third the height of the fence.

Temporary and permanent seeding, sodding and planting will be inspected for bare spots, washouts, and healthy growth.

Soil tracking prevention device, Type A shall be maintained to prevent clogging of rock bedding which may impede the usefulness of the structure.

Floating turbidity barrier will be maintained with respect to depth of sediment and ensure that the fabric is attached securely to the floats and anchored properly at the bottom for proper sediment control.

4. Inspection

All erosion and water pollution abatement and control measures will be inspected daily by the Contractor.

Inspections are to be performed by qualified personnel who have completed the Florida Storm water, erosion and sediment control training and certification program for inspectors and contractors who have passed the examination.

Inspection Areas: Locations or areas to be inspected include but are not limited to:

- Discharge points to waters of the United States
- Discharge points to MS4 facilities
- Areas not meeting the "Final Stabilization" criteria
- REVISIONS INDIAN RIVER COUNTY Kimlev»Horn DESCRIPTION DESCRIPTION DATE E**BOARD OF COUNTY COMMISSIONERS** BRIAN A. GOOD, P.E. P.E. LICENSE NUMBER 56939 66th AVENUE FROM 69th STREET 445 24th STREET, SUITE 200 445 2411 STREET, SUTT VERO BEACH, FL 32960 (772) 794-4100 REGISTRY No. 35106 TO SR-510/85th STREET

Materials storage/stockpiles

- Sedimentation facilities
- Structural facilities
- Vehicle Entrances/Exits
- On-site stormwater management systems

The Contractor shall use the Construction Inspection Report form 650-040-03 for daily inspections. The Contractor's daily inspections required for the control and abatement of erosion and water pollution

shall be included in the cost of Pay Item 104-2.

Tracking and Reporting

The Contractor is responsible for completing the inspection report form 650-040-03 every 7 days and after any 0.50 inch (or more) rainfall event. A copy of the inspection report shall be submitted to the Engineer weekly and placed in the job box.

The County shall maintain all records submitted by the Contractor.

Preparation of the Contractor's weekly reports of Inspections, maintenance and repairs required for the control and abatement of erosion and water pollution shall be included in the cost of Pay Item 104-2.

5. Non-Storm Water Discharge and Hazardous Waste

The Contractor will provide Indian River County with an erosion control plan that incorporates the construction schedule and will include spill reporting and response. When the Contractor encounters a spill, contractor will stop work and work will not resume until directed by the Engineer. Disposition of hazardous waste will be made in accordance with any requirements and regulations of any local, state or federal agency having jurisdication.

6. References

The construction plans and specifications for 66th Avenue Roadway Widening - Phase II 69th Street to 81st Street are hereby referenced and made part of this Stormwater Pollution Prevention Plan.

7. Quantities

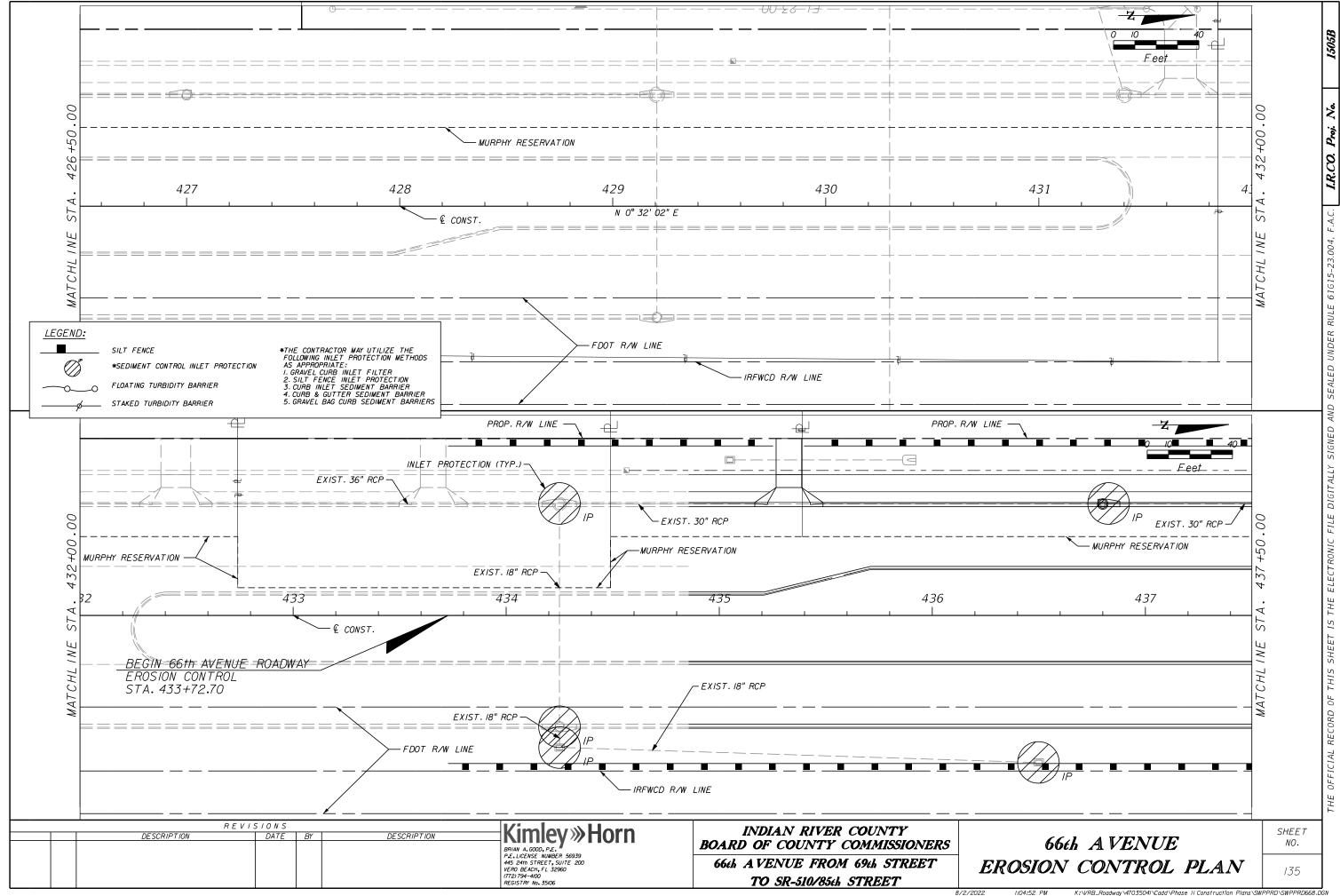
See construction plans summary of quantities sheets for erosion control quantity tabulation.

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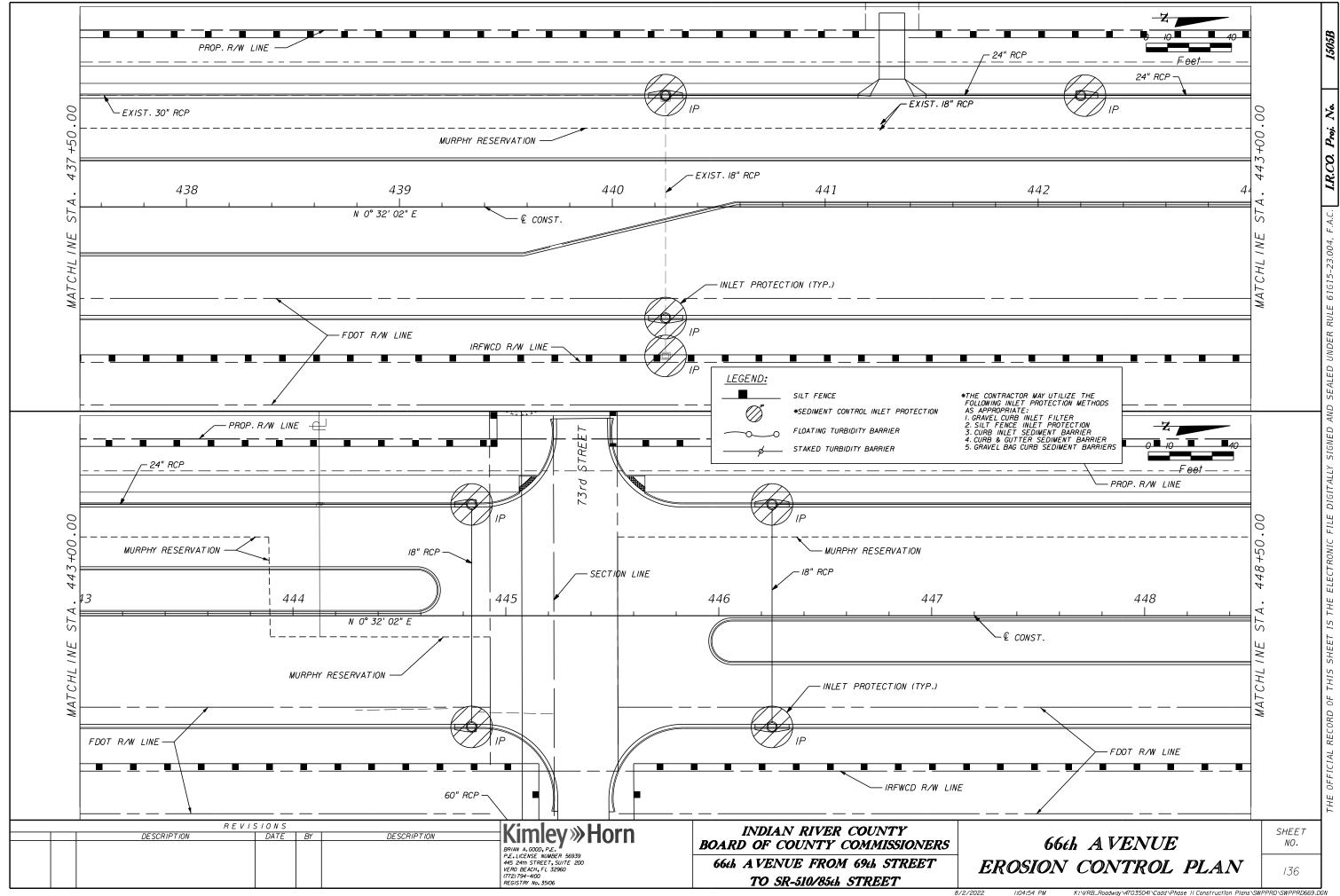
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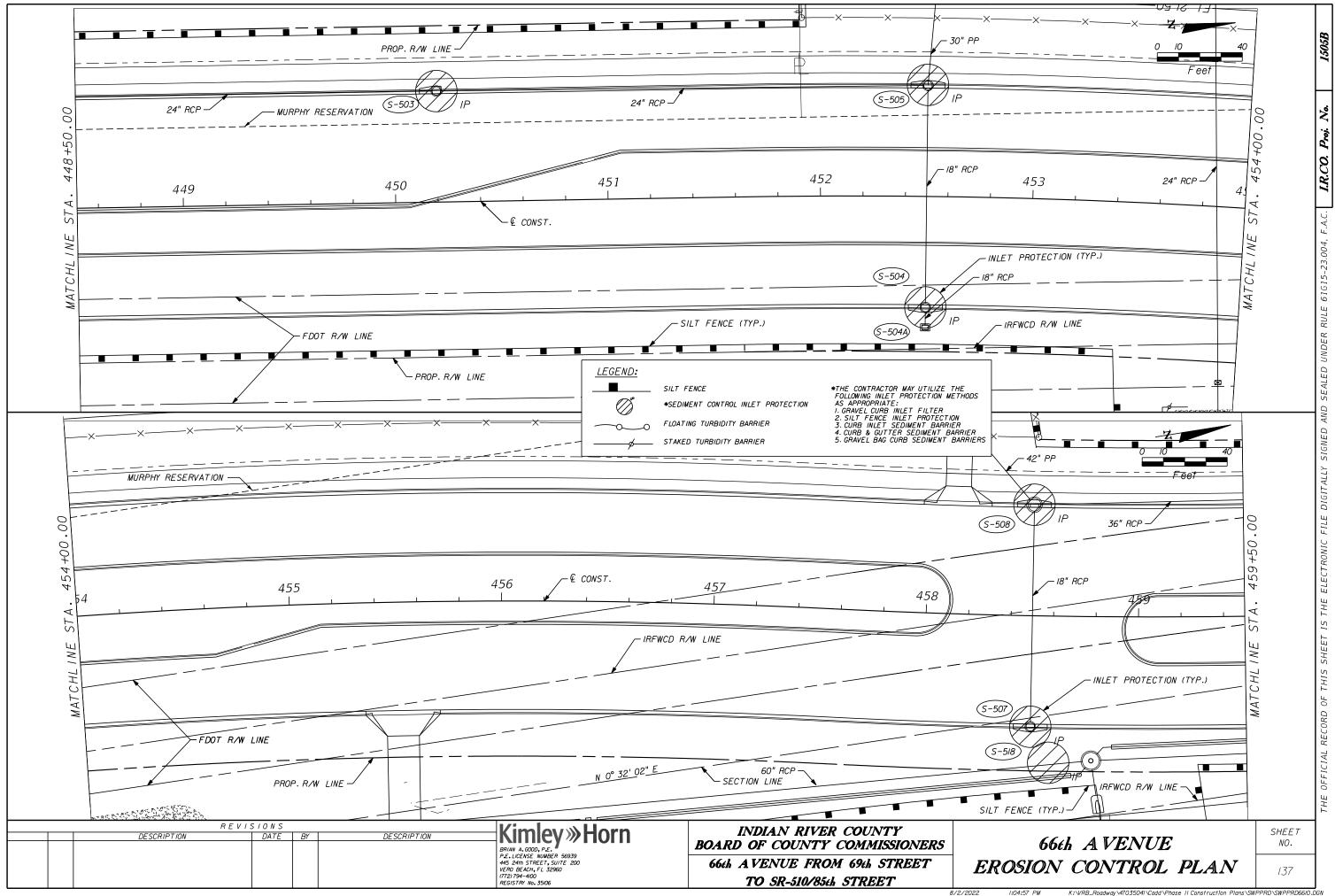
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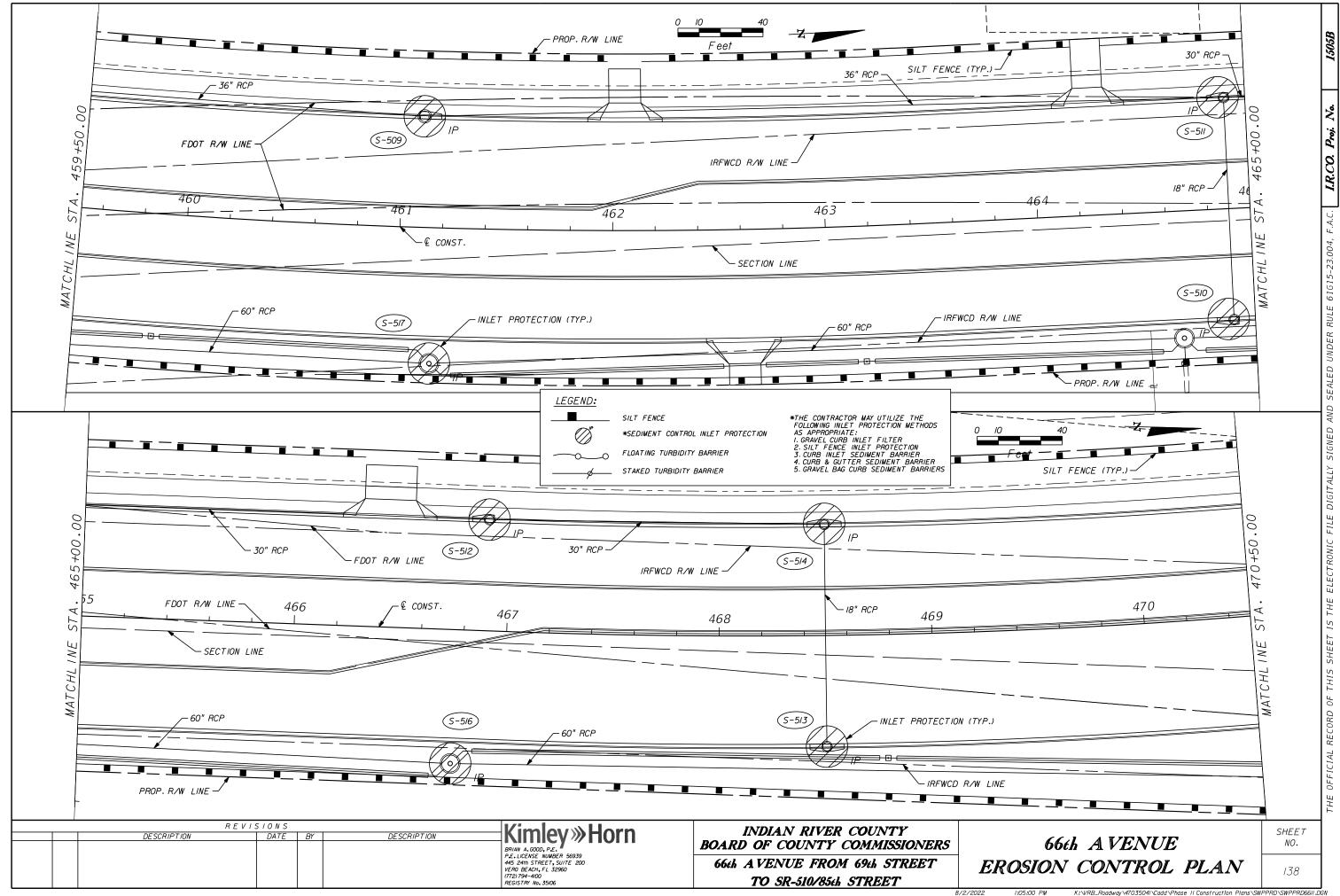


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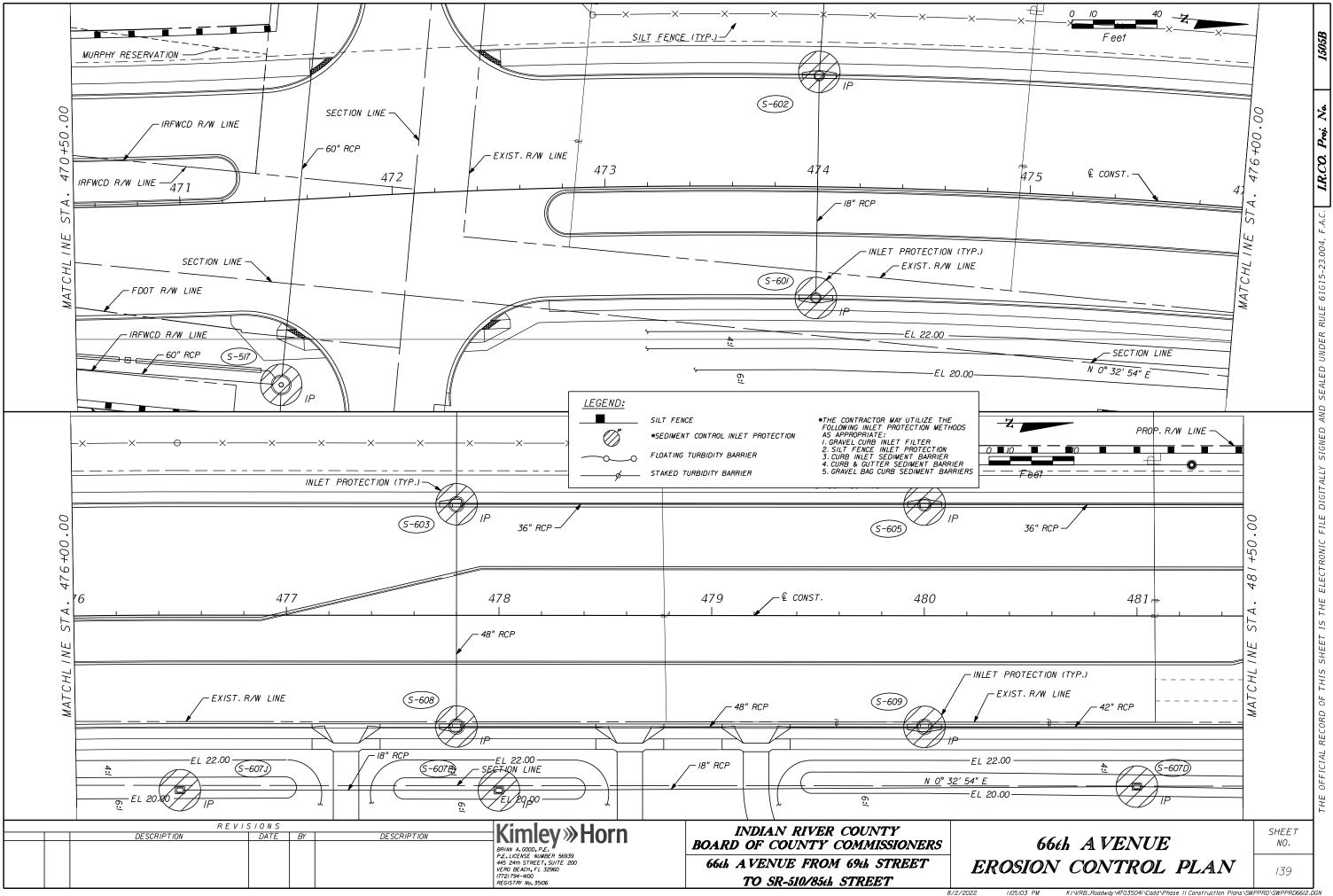


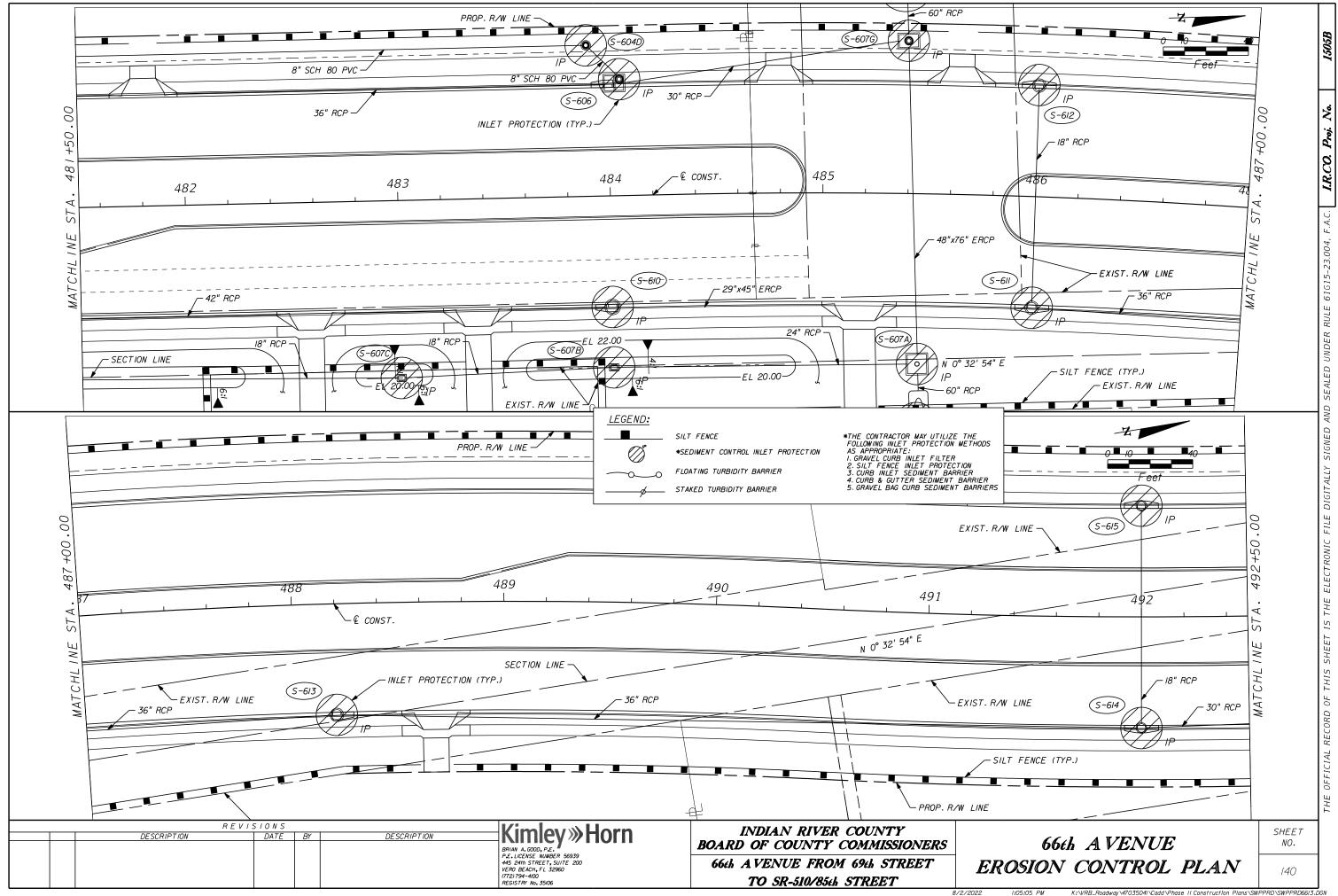
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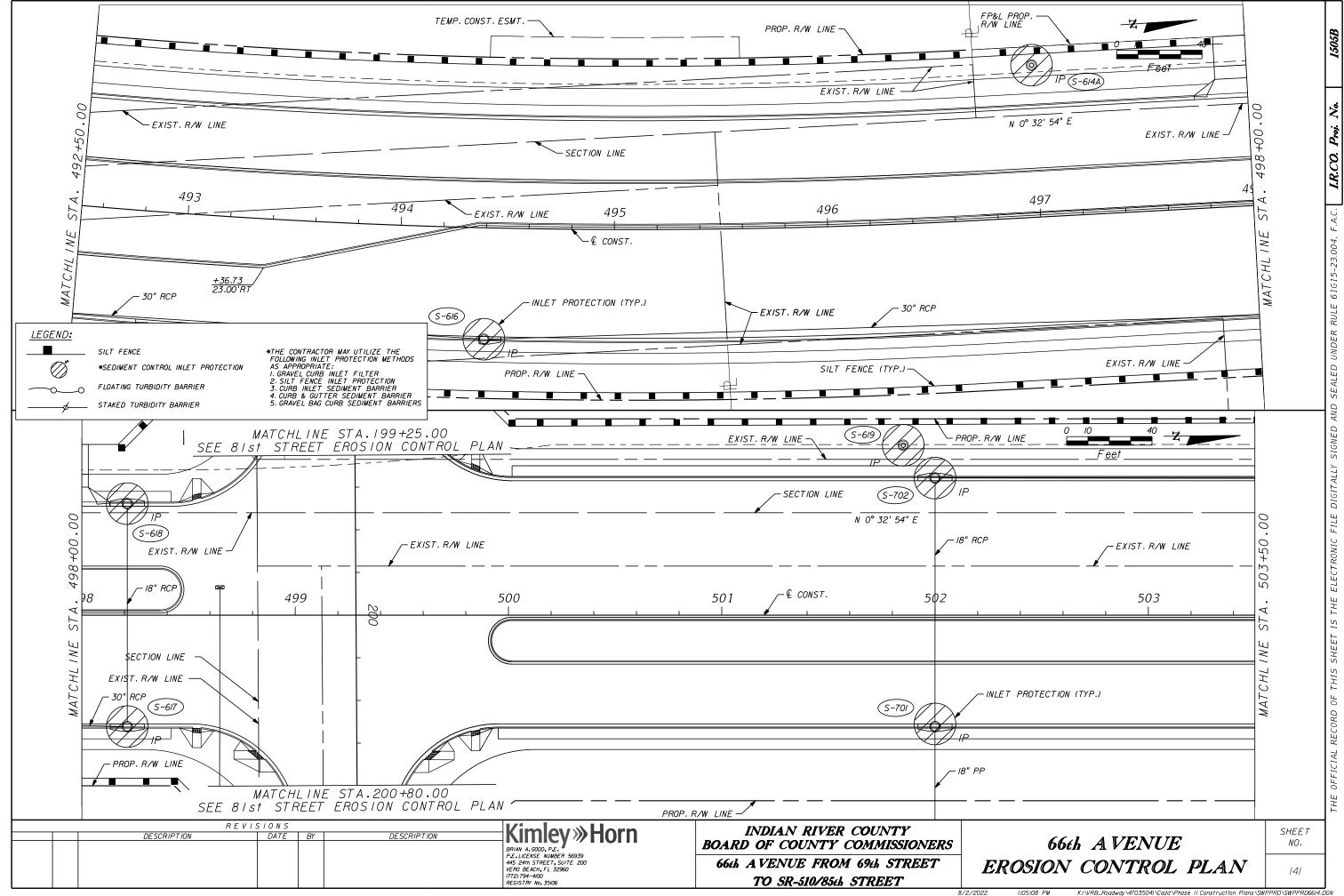


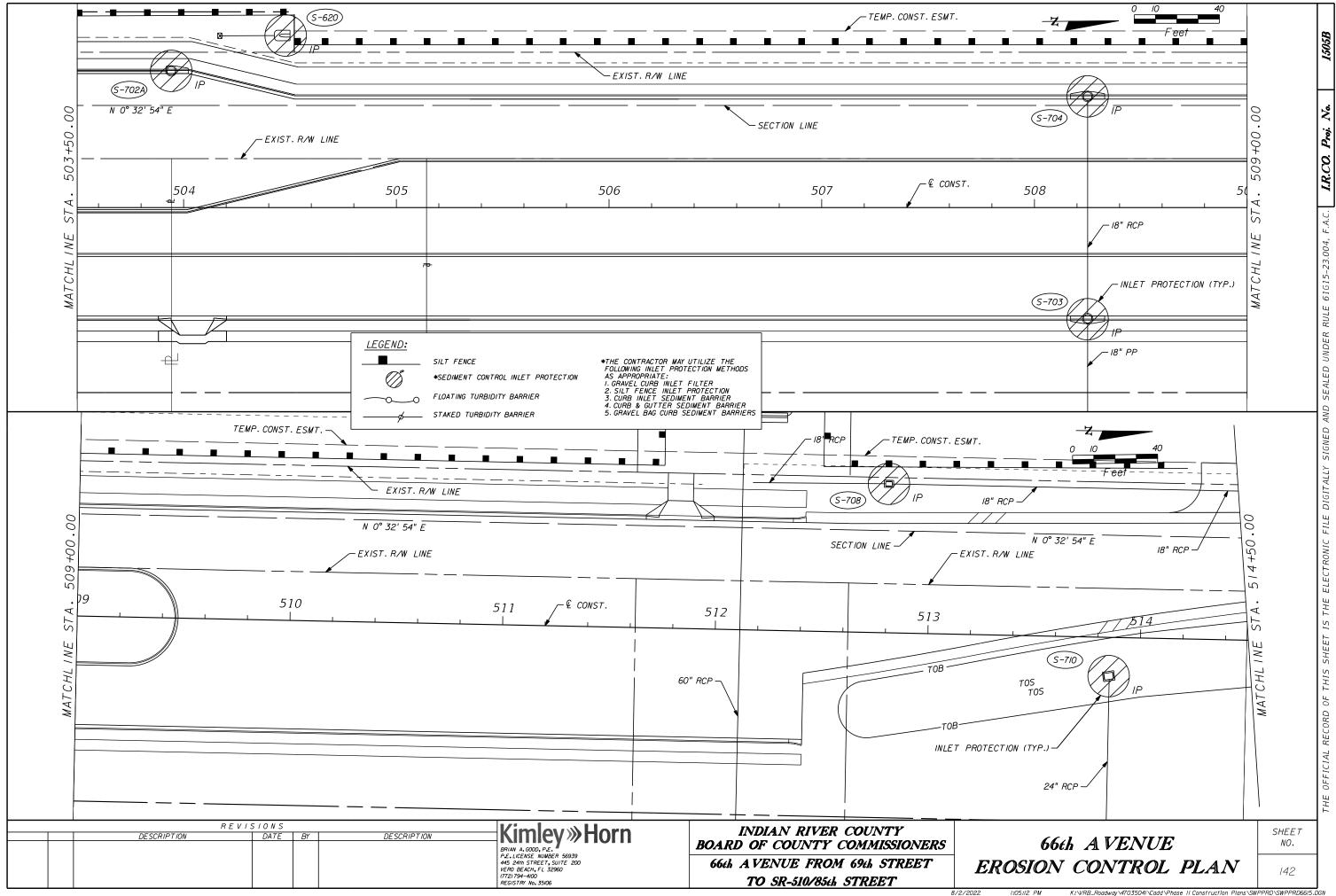


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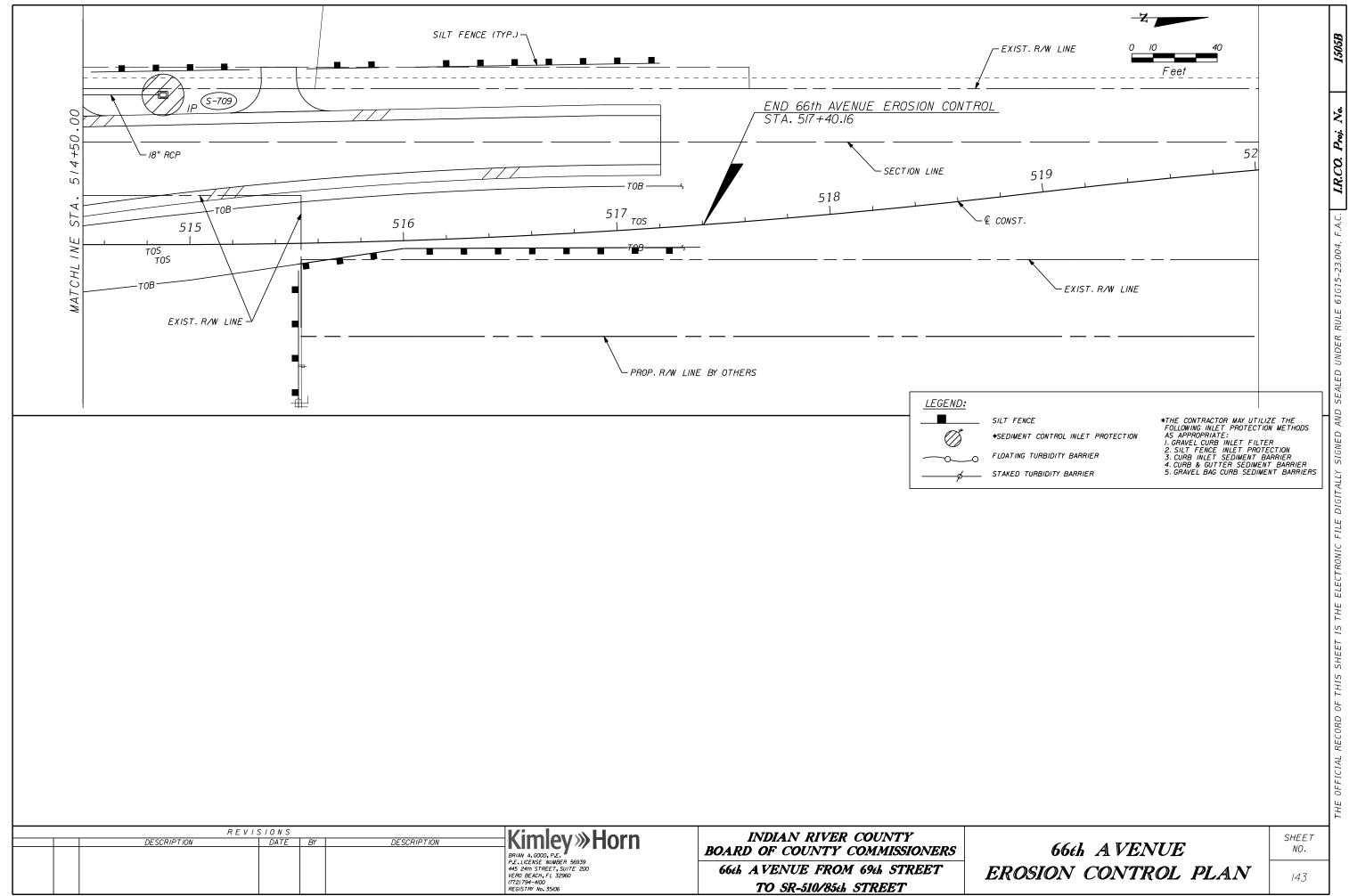


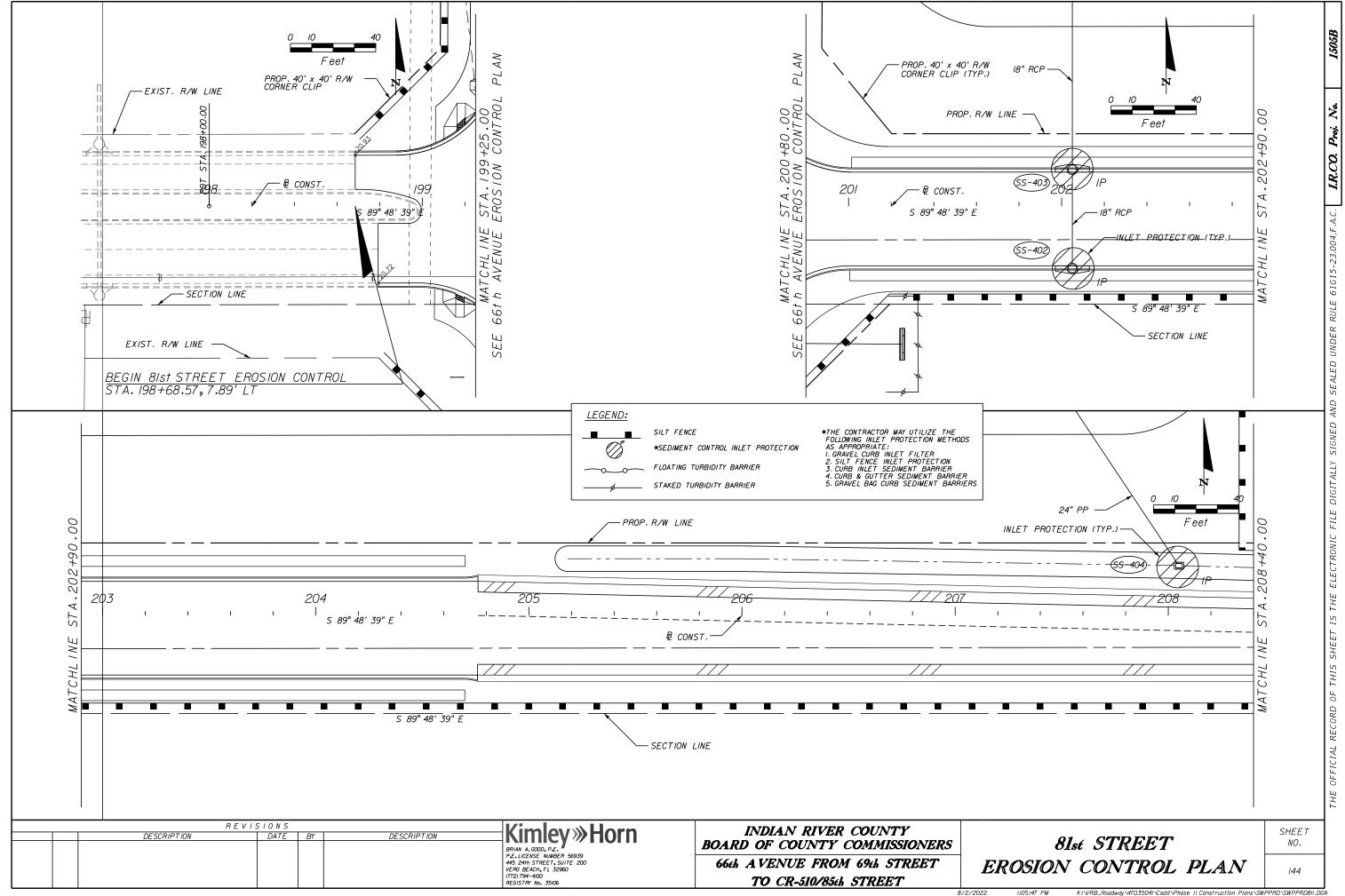


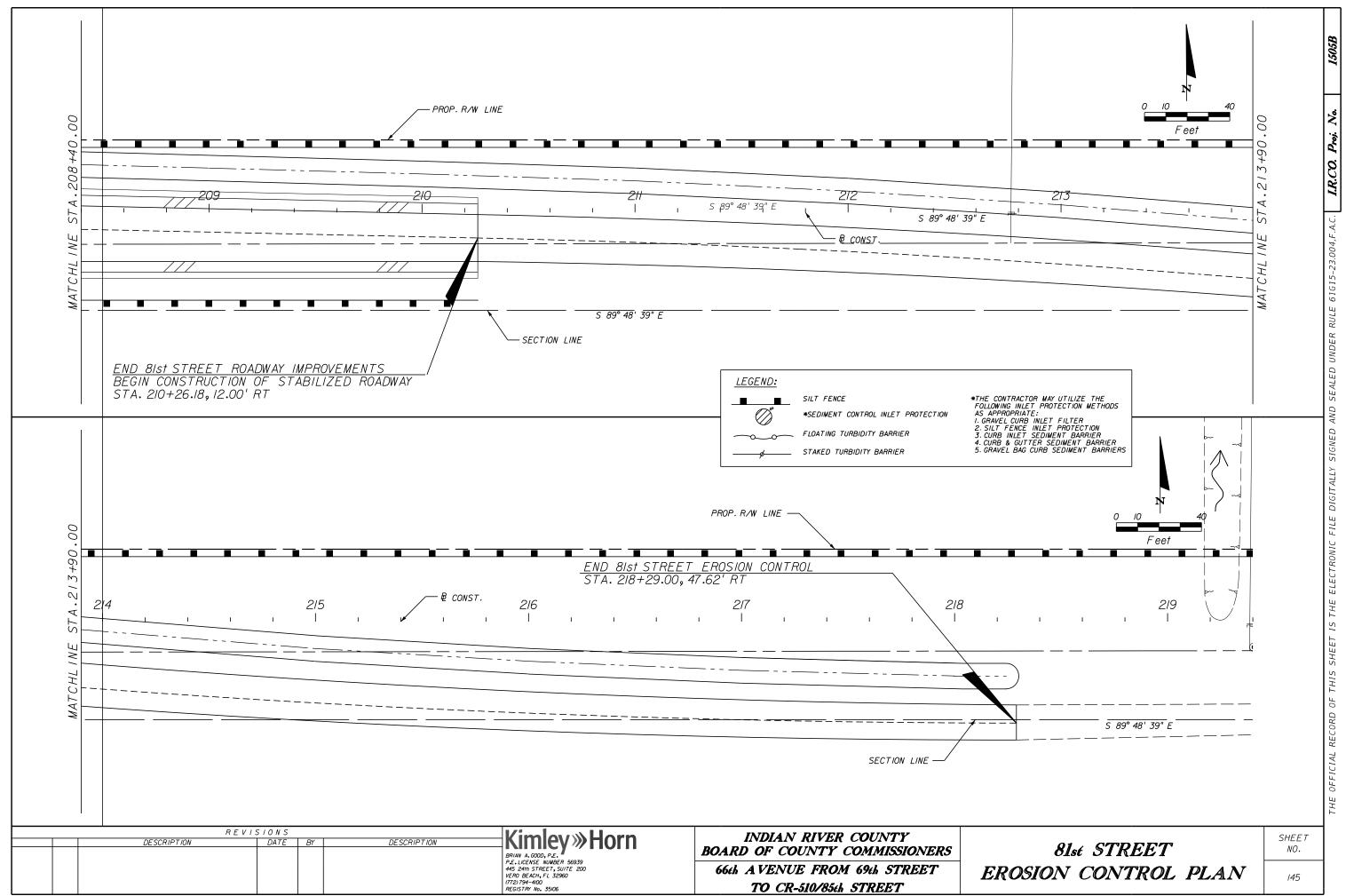


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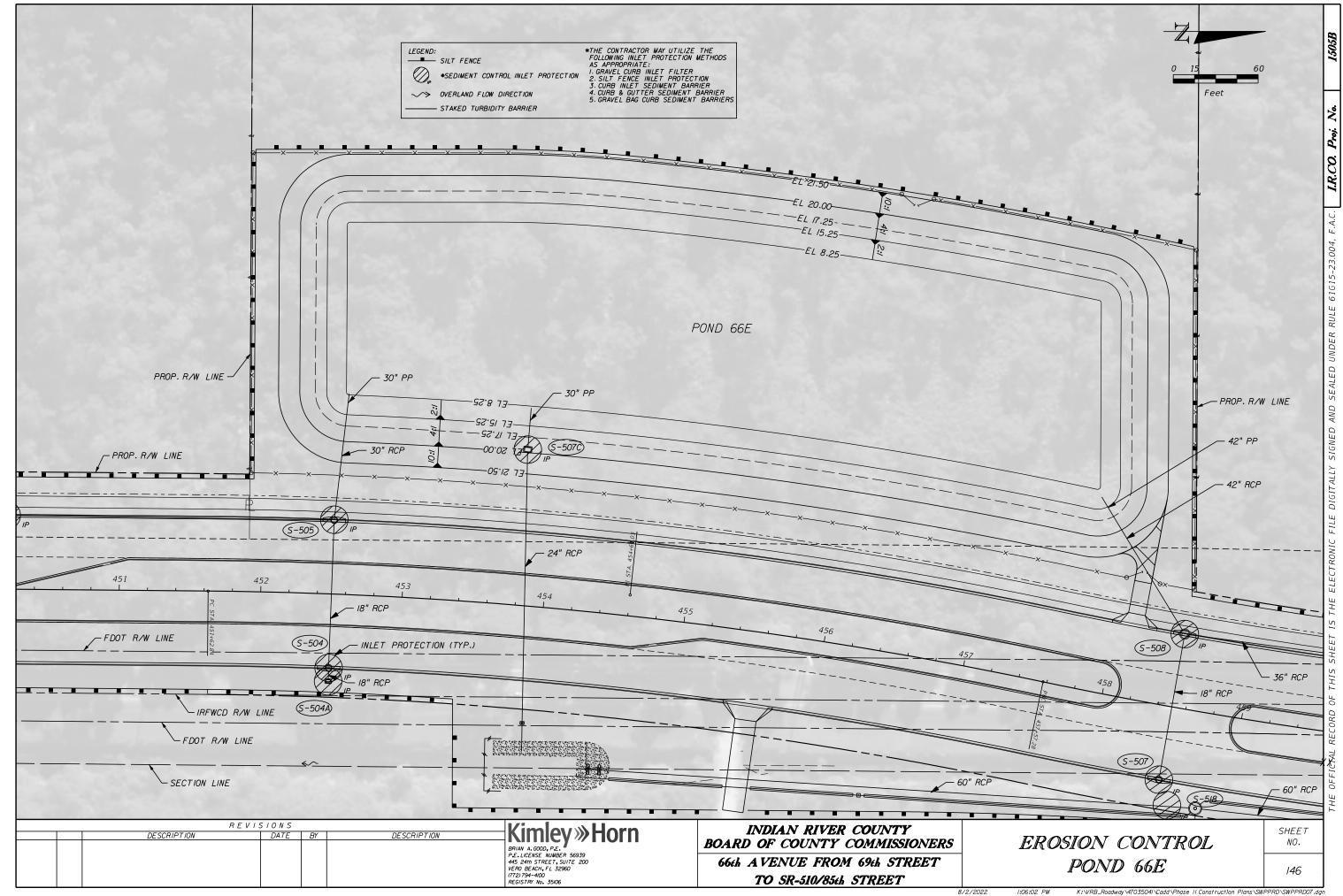
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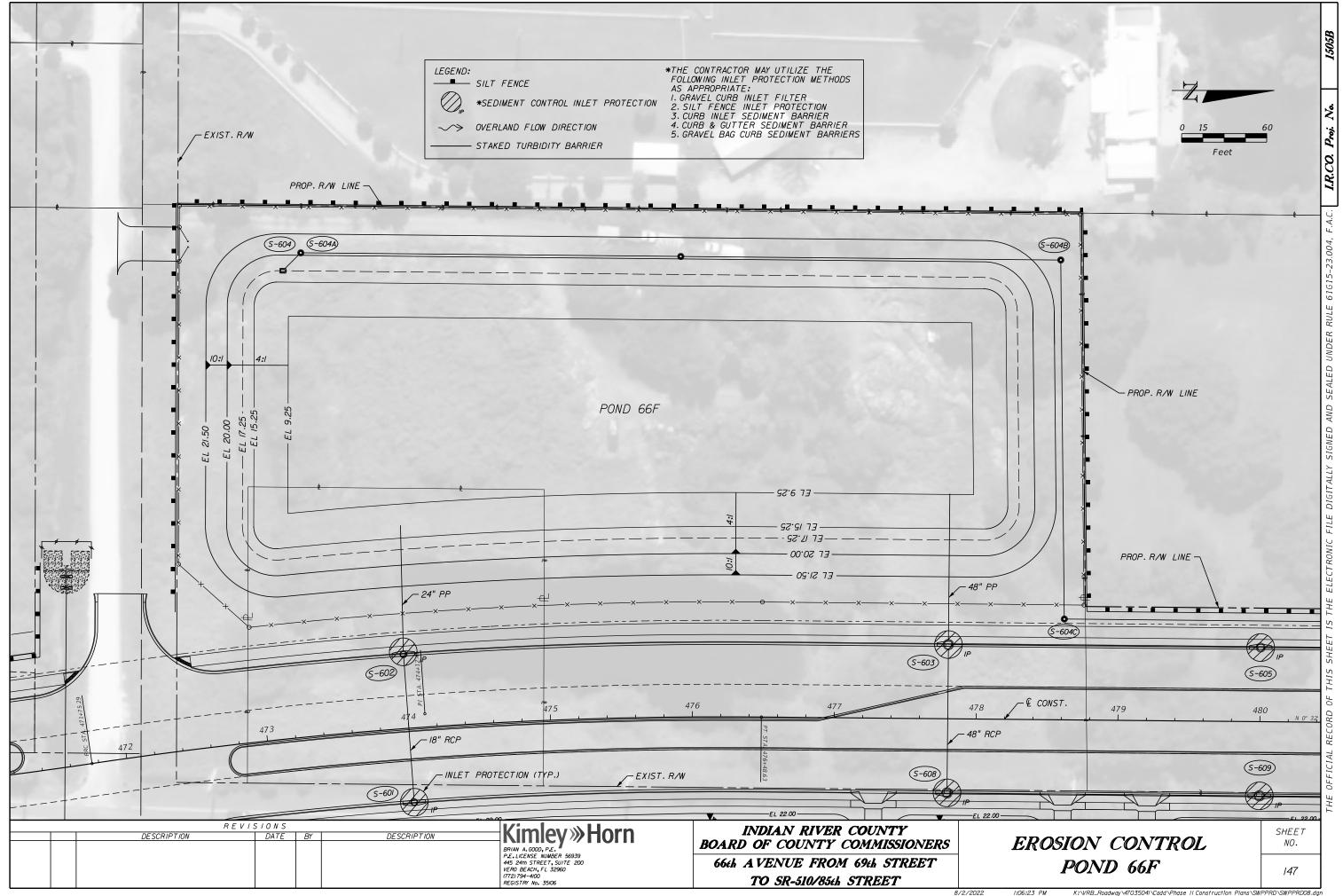


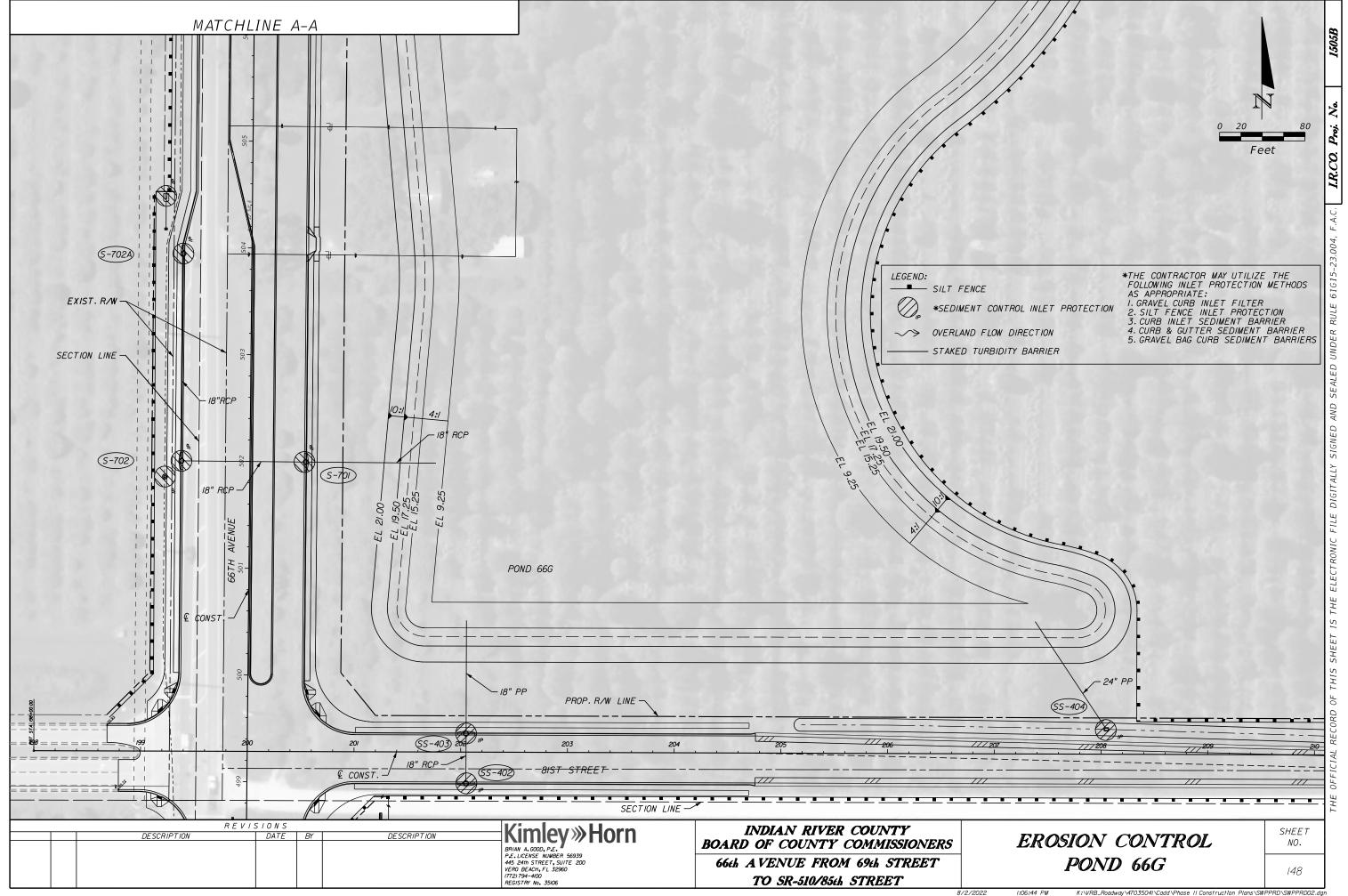


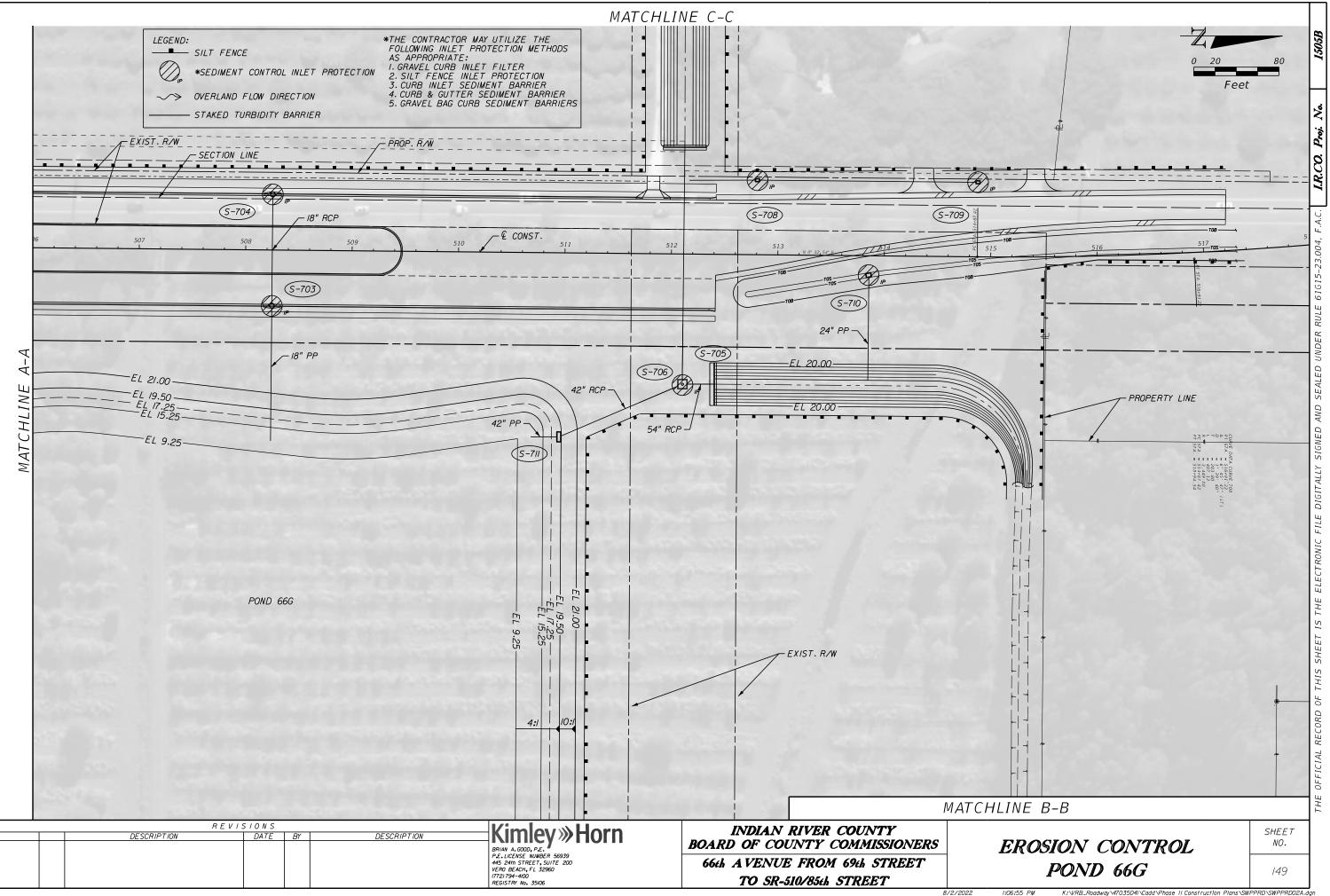


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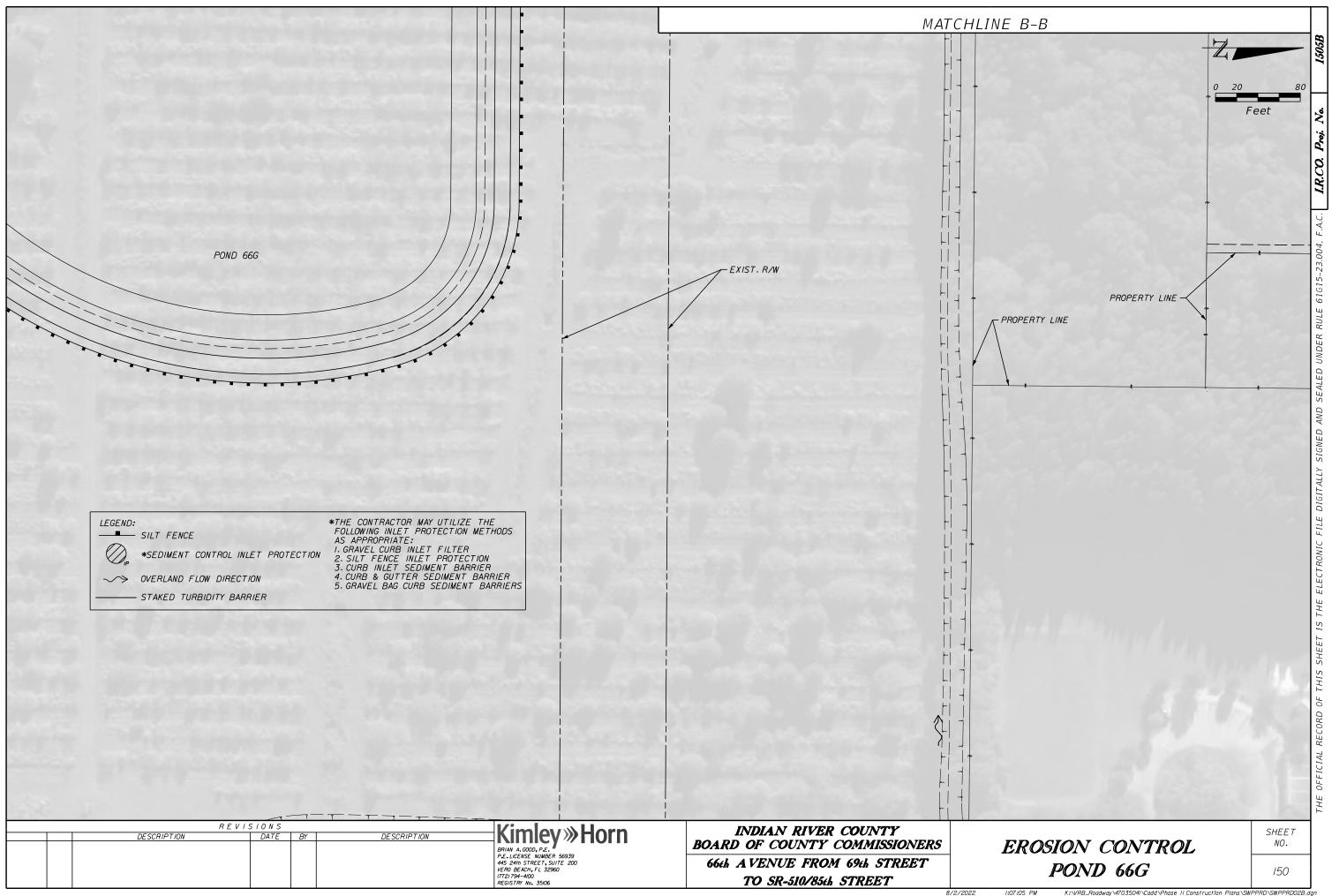




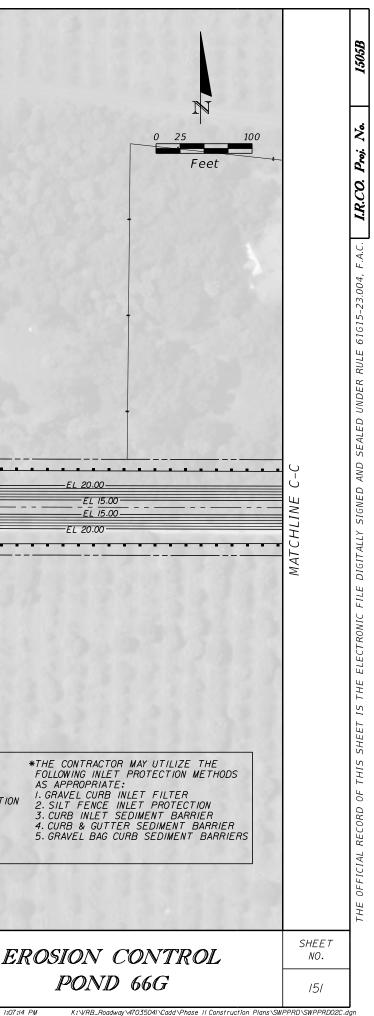


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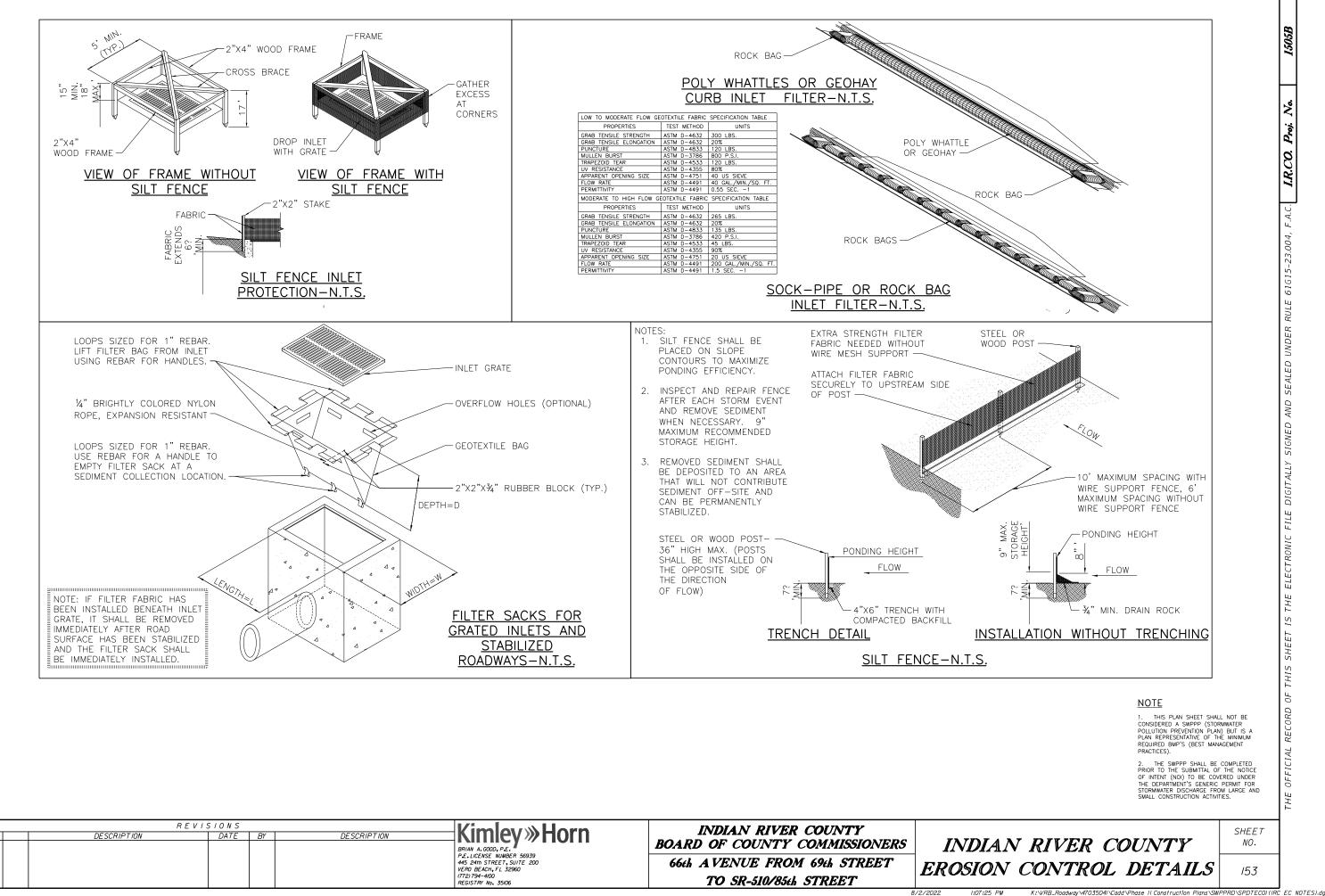
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EROSION CONTROL NOTES

Sediment basins and traps, perimeter dikes, sediment barriers and other measures intended to trap sediment shall be constructed as a first step in any land disturbing activity and shall be made functional before up-slope land disturbance takes place.

All sediment control measures are to be adjusted to meet field conditions at the time of construction and be constructed prior to any grading or disturbance of existing surface material on balance of site. Perimeter sediment barriers shall be constructed to prevent sediment or trash from flowing or floating on to adjacent properties.

Permanent or temporary soil stabilization shall be applied to 3 denuded areas within seven (7) days after final grade is reached on any portion of the site. Temporary soil stabilization shall be applied within seven (7) days to denuded areas that may not be at final grade but will remain undisturbed for longer than 30 days. Permanent stabilization shall be applied to areas that are to be left undisturbed for more than one year.

4. During construction of the project, soil stock piles shall be stabilized, covered or contained with sediment trapping measures. The applicant is responsible for the temporary protection and permanent stabilization of all soil stockpiles on site as well as soil intentionally transported from the project site.

5. A permanent vegetative cover shall be established on denuded areas not otherwise permanently stabilized.

After any significant rainfall, sediment control structures will be inspected for integrity. Any damaged devices shall be corrected immediately

7. Concentrated runoff shall not flow down cut or fill slopes unless contained within an adequate temporary or permanent channel, flume, slope drain structure or approved control.

Sediment will be prevented from entering any storm water system, ditch or channel. All storm water inlets that are made operable during construction shall be protected so that sediment-laden water cannot enter the conveyance system without first being filtered or otherwise treated to remove sediment.

9. When work in a live watercourse is performed, precautions shall be taken to minimize encroachment, control sediment transport and stabilize the work area to the greatest extent possible during construction.

10. Periodic inspection and maintenance of all sediment control structures must be provided to ensure intended purpose is accomplished. The developer, owner and/or contractor shall be continually responsible for all sediment controls. Sediment control measures shall be in working condition at the end of each working dav.

11. Where construction vehicle access routes intersect paved public roads, provisions shall be made to minimize the transport of sediment by tracking onto the paved surface. Where sediment is transported onto a public road surface with curbs and gutters, the road shall be cleaned thoroughly at the end of each day. Sediment shall be removed from the roads by shoveling or sweeping and transported to a sediment control disposal area. Street washing shall be allowed only after sediment is removed in this manner. This provision shall apply to individual subdivision lots as well as to larger land disturbing activities.

12 All temporary erosion and sediment control measures shall be removed within 30 days after final site stabilization or after the temporary measures are no longer needed.

Properties and waterways downstream from construction sites shall be protected from sediment deposition and erosion at all times during construction.

applicable requirements of the "State of Florida Erosion and Sediment Control Designer and Reviewer Manual", Latest Update: July 2013", or current edition and as may be modified by the permits.

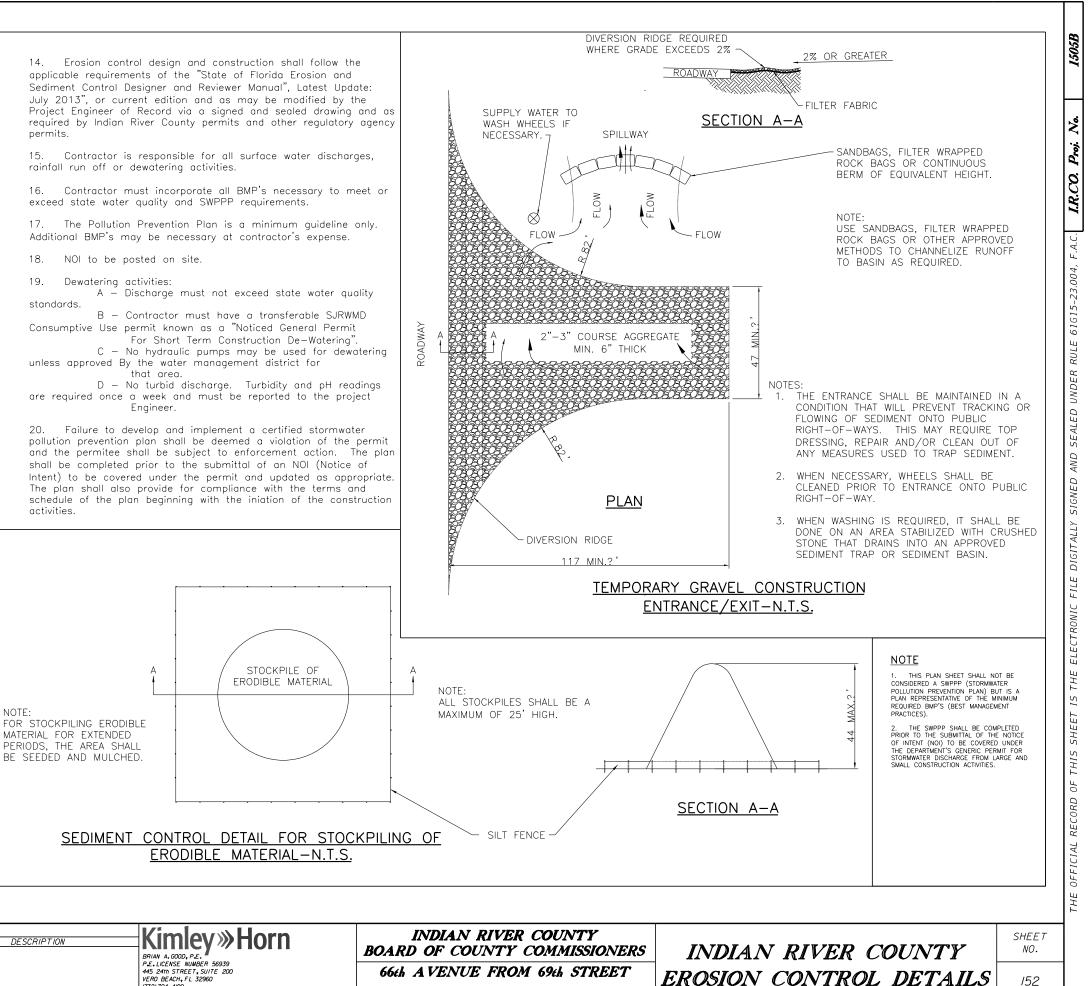
exceed state water quality and SWPPP requirements.

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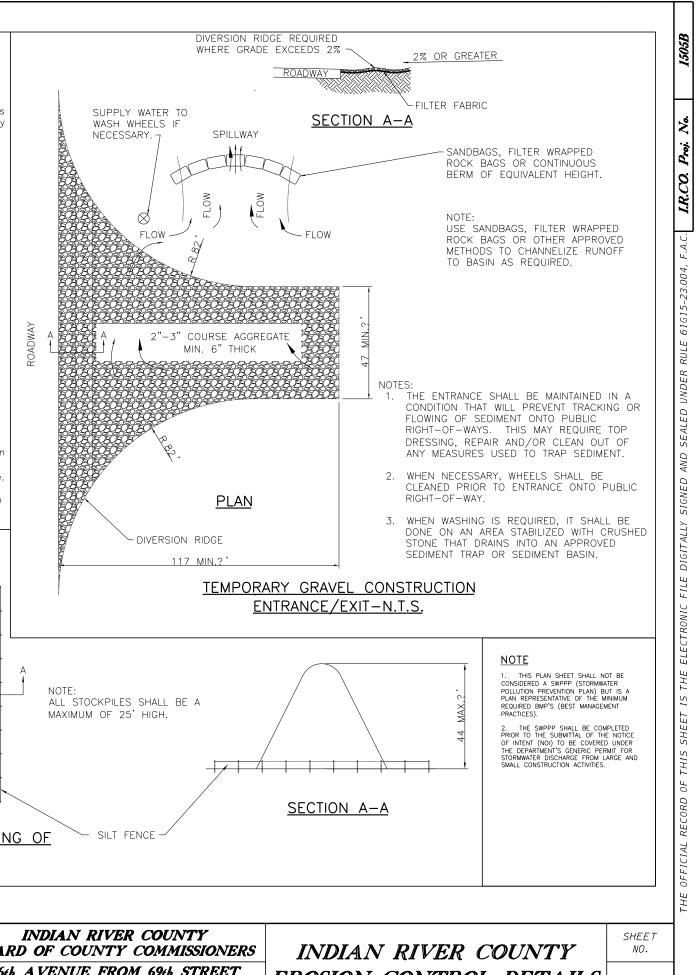
that area.

D - No turbid discharge. Turbidity and pH readings

pollution prevention plan shall be deemed a violation of the permit and the permitee shall be subject to enforcement action. The plan Intent) to be covered under the permit and updated as appropriate. The plan shall also provide for compliance with the terms and activities.



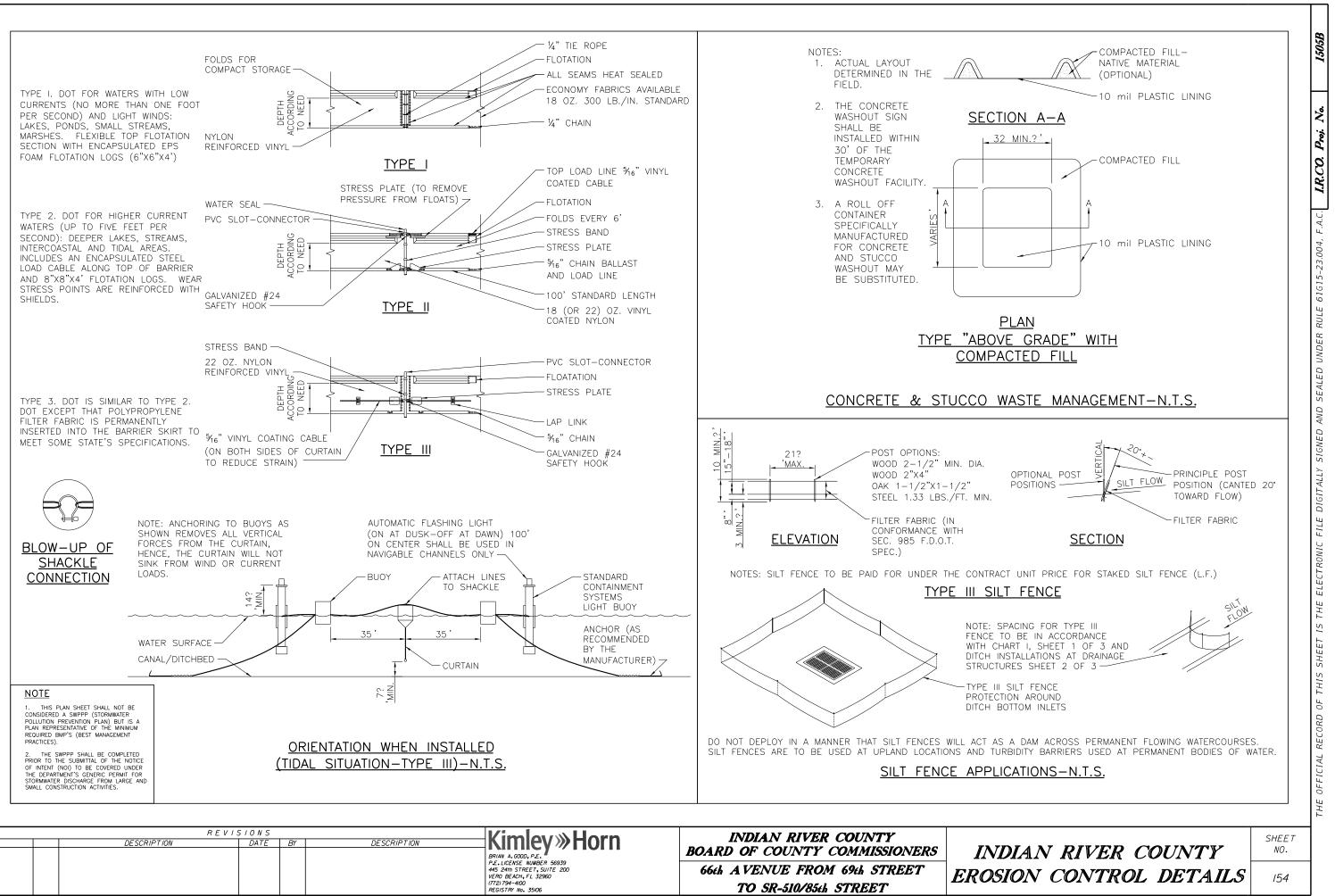
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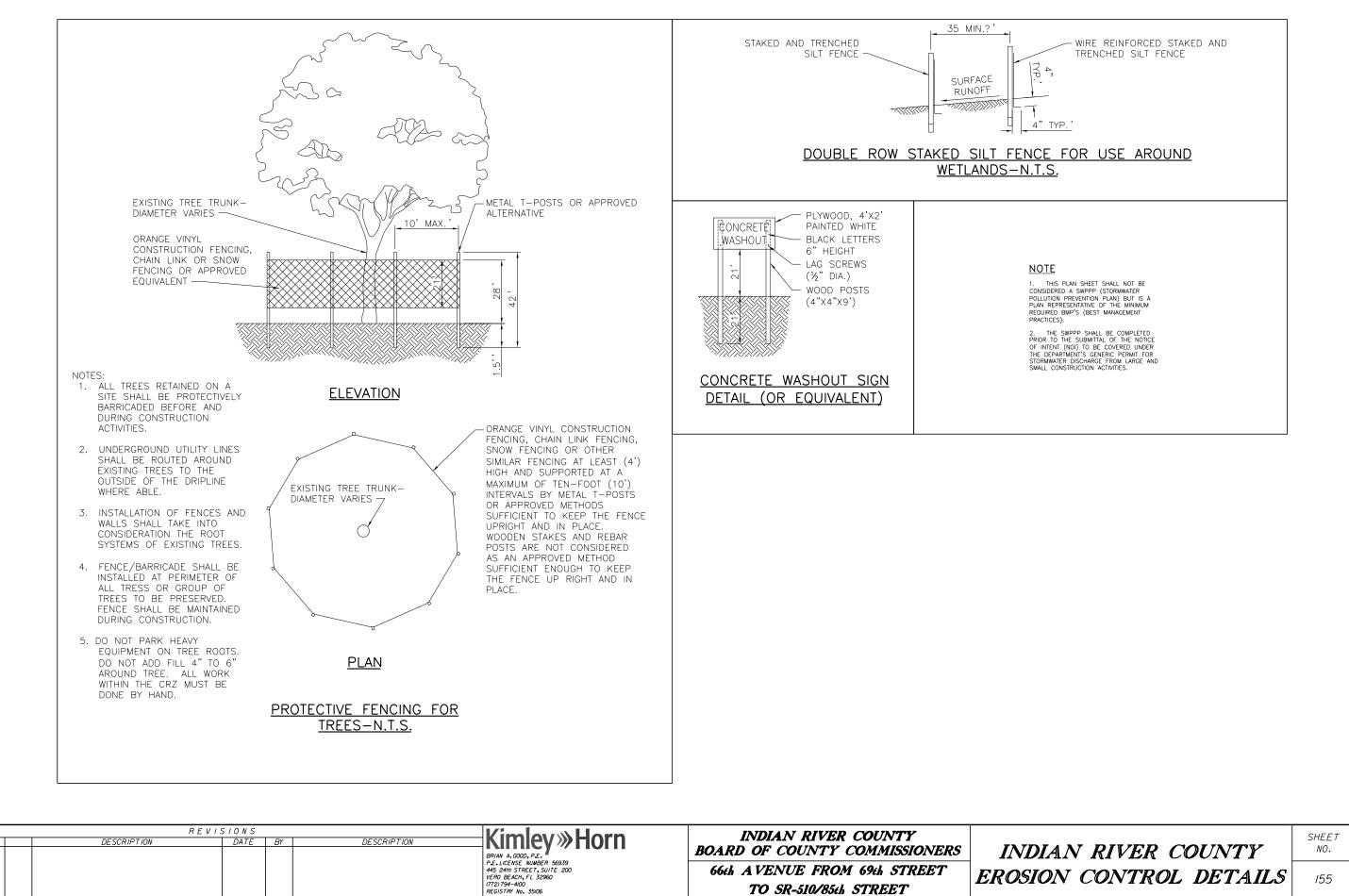
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INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

ROADWAY CONTRACT PLANS

66th AVENUE FROM 69th STREET TO SR-510/85th STREET

INDIAN RIVER COUNTY PROJECT No. IRC-1505B FDOT FPID No. 436379-2-54-01

INDEX OF SIGNALIZATION PLANS

SHEET NO. SHEET DESCRIPTION

- T-I KEY SHEET
- T-2 T-3 GENERAL NOTES
- T-4 INDIAN RIVER COUNTY TRAFFIC SIGNAL SPECIFICATIONS
- T-4A INDIAN RIVER COUNTY TYPICAL WIRING & CABINET PAD DETAIL
- T-5 SIGNALIZATION TABULATION OF QUANTITIES
- T-6 SIGNALIZATION PAY ITEM FOOTNOTES
- T-7 66th AVENUE AND 8Ist STREET SIGNALIZATION PLAN
- T-8 MAST ARM TABULATION
- T-9 STANDARD MAST ARM ASSEMBLIES DESIGN TABLE
- T-10 SOIL BORING DATA SHEET
- T-II GUIDE SIGN WORKSHEET

SIGNALIZATION CONTRACT PLANS

PREPARED FOR



GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, "DESIGN STANDARDS" DATED 2016, AND "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2016, AS AMENDED BY CONTRACT DOCUMENTS.

Department of Public Works

RICHARD B. SZPYRKA, P.E., DIRECTOR

SIGNALIZATION SHOP DRAWINGS TO BE SUBMITTED TO:

BRIAN GOOD, P.E. KIMLEY-HORN AND ASSOCIATES, INC. 445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100

PLANS PREPARED BY:

Kimley Worn

445 24th STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100 PROJECT NUMBER: 047035041 REGISTRY No. 35106

SIGNALIZATION PLANS ENGINEER OF RECORD: _____BRIAN GOOD____

P.E.NO. 56939

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



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SHEET

NO.

T-1

SIGNALIZATION GENERAL NOTES

- I. ALL WORK SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING: MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD); FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (STANDARD SPECIFICATIONS) LATEST EDITION; FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS (STANDARD INDEX(ES)) LATEST EDITION, ALL SUPPLEMENTS THERETO; NATIONAL ELECTRIC CODE; INDIAN RIVER COUNTY TRAFFIC SIGNAL SPECIFICATIONS; AND ANY OR ALL INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION REQUIREMENTS.
- 2. THE AGENCY RESPONSIBLE FOR MAINTENANCE OF THE TRAFFIC SIGNAL AND RELATED COMMUNICATIONS EQUIPMENT IS INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION (IRCTED) (772) 226–1547. ALL TRAFFIC SIGNAL AND RELATED COMMUNICATIONS EQUIPMENT WHEN USING PAY ITEM SERIES: 632, 634, 635, 660, 670, 684 AND 685 FOR THIS CONTRACT SHALL BE COMPATIBLE WITH IRCTED'S CENTRAL COMPUTER NETWORK SYSTEM. PRIOR TO ANY PURCHASING OF THE ABOVE PRODUCTS, ENSURE THEY HAVE BEEN APPROVED FOR SYSTEM COMPATIBILITY BY THE MAINTAINING AGENCY.
- 3. IRCTED SHALL BE NOTIFIED AT (772) 226-1547 AT LEAST TWO (2) FULL BUSINESS DAYS PRIOR TO ANY WORK BEING PERFORMED AT A SIGNALIZED LOCATION IN ORDER TO PROPERLY TRANSFER MAINTENANCE RESPONSIBILITIES.
- 4. THE CONTRACTOR SHALL DELIVER ALL REMOVED TRAFFIC SIGNAL EQUIPMENT, EXCEPT CONCRETE STRAIN POLES, TO IRCTED LOCATED AT 4548 41" STREET, VERO BEACH, FL 32967 (772) 226-3460. THE COST OF DELIVERY TO IRCTED SHALL BE INCLUDED IN THE REMOVAL OF THE RELATED SIGNAL PAY ITEM. THE CONTRACTOR SHALL CONTACT THE IRCTED SEVEN (7) FULL BUSINESS DAYS PRIOR TO THE DELIVERY OF ANY REMOVED EQUIPMENT. CONTRACTOR IS RESPONSIBLE FOR CONCRETE STRAIN POLE DISPOSAL AT THE CONTRACTOR'S EXPENSE.
- 5.THE CONTRACTOR SHALL BE ADVISED THAT OTHER PROJECTS MAY BE UNDER CONSTRUCTION CONCURRENTLY WITH THIS PROJECT AND THAT COORDINATION EFFORTS MAY BE NECESSARY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE CONSTRUCTION SCHEDULE AND FOR THE AMOUNT OF COORDINATION REQUIRED. THE COST SHALL BE INCLUDED IN THE BID.
- 6.LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE ENGINEER IMMEDIATELY AND PRIOR TO ANY FURTHER RELATED WORK ACTIVITY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
- 7. THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE-CALL AT I-800-432-4770 FOR LOCATIONS OF UTILITIES WITHIN THE AREA(S) OF CONSTRUCTION FOR THIS PROJECT A MINIMUM OF TWO (2) FULL BUSINESS DAYS PRIOR TO ANY DIGGING OR EXCAVATION ACTIVITIES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE TO CONTACT ANY UTILITY OWNER(S) THAT MY NOT BE A "SUNSHINE" MEMBER.
- 8.EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE LOCATION AND PROTECTION, REPAIR AND/OR REPLACMENT OF ALL UTILITIES THAT MAY BE AFFECTED BY THE CONSTRUCTION OF THIS PROJECT. EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE ANY REQUIRED UTILITY RELOCATIONS.
- 9. THE CONTRACTOR SHALL NOTIFY ALL INVOLVED UTILITIES TWO (2) FULL BUSINESS DAYS IN ADVANCE, BEFORE SETTING TRAFFIC SIGNAL POLES OR PERFORMING ANY DIGGING OR OTHER EXCAVATION WORK, SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR. KNOWN UTILITY COMPANIES INCLUDE:

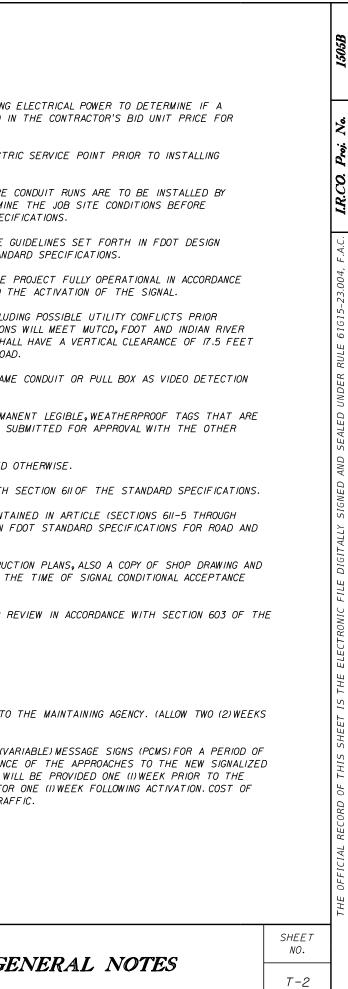
COMPANY	<u>CONTACT</u>	<u>TELEPHONE #</u>
COMCAST CABLE	ANTHONY SPRINGSTEEL	(561) 804–0973
FPL DISTRIBUTION	ROB MORRIS	(772) 223–4215
FPL DISTRIBUTION	TRICIA D'ANNUNZIO	(561) 904–3560
INDIAN RIVER COUNTY UTILITIES	KEVIN OSTHUS	(772) 226–1824
INDIAN RIVER COUNTY TRAFFIC	JOHN ANKENY	(772) 226–1563
BELLSOUTH	MARK GUITEREZ	(772) 460–4443

- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE COMPANY PROVIDING ELECTRICAL POWER TO DETERMINE IF A SERVICE PROCESSING FEE IS REQUIRED. IF REQUIRED, FEE SHALL BE REFLECTED IN THE CONTRACTOR'S BID UNIT PRICE FOR ELECTRICAL POWER SERVICE ASSEMBLY.
- II. THE CONTRACTOR SHALL COORDINATE AND FIELD VERIFY LOCATION(S) OF THE ELECTRIC SERVICE POINT PRIOR TO INSTALLING CONDUIT, DISCONNECT SWITCH, AND PULL BOXES.
- 12. (IF APPLICABLE) IT SHOULD BE NOTED THAT NO TEST BORINGS WERE MADE WHERE CONDUIT RUNS ARE TO BE INSTALLED BY JACKING OR TRENCHING. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE JOB SITE CONDITIONS BEFORE SUBMITTING BID PROPOSALS IN ACCORDANCE WITH SECTION 2-4 OF THE FDOT SPECIFICATIONS.
- 13. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH THE APPLICABLE GUIDELINES SET FORTH IN FDOT DESIGN STANDARD INDEXES 600 THROUGH 660; THE MUTCD; AND SECTION 102 OF THE STANDARD SPECIFICATIONS.
- 14. THE CONTRACTOR SHALL MAKE ALL VIDEO DETECTORS INSTALLED AS PART OF THE PROJECT FULLY OPERATIONAL IN ACCORDANCE WITH THEIR ASSOCIATED ISOLATED INTERSECTION SIGNAL TIMING CHART PRIOR TO THE ACTIVATION OF THE SIGNAL.
- 15. THE CONTRACTOR SHALL VERIFY ALL SIGNAL POLE ELEVATIONS AND LOCATIONS INCLUDING POSSIBLE UTILITY CONFLICTS PRIOR TO PROCURMENT. THE CONTRACTOR SHALL VERIFY THAT ALL SIGNAL POLE ELEVATIONS WILL MEET MUTCD, FDOT AND INDIAN RIVER COUNTY REQUIREMENTS FOR LOW POINT OF CLEARANCE. ALL SIGNAL ASSEMBLIES SHALL HAVE A VERTICAL CLEARANCE OF 17.5 FEET MINIMUM AND 19 FEET MAXIMUM FROM THE BOTTOM OF THE ASSEMBLY TO THE ROAD.
- 16. UNDER NO CIRCUMSTANCES SHALL ENERGIZED SIGNAL CABLE BE PLACED IN THE SAME CONDUIT OR PULL BOX AS VIDEO DETECTION CABLE OR COMMUNICATION.
- 17. ALL FIELD WIRING SHALL BE NEATLY BUNDLED AND CLEARLY IDENTIFIED WITH PERMANENT LEGIBLE, WEATHERPROOF TAGS THAT ARE SECURELY ATTACHED TO EACH CABLE. THE TAGGING SYSTEM PROPOSED SHALL BE SUBMITTED FOR APPROVAL WITH THE OTHER EQUIPMENT SUBMITTALS REQUIRED FOR THIS PROJECT.
- 18. THE CABINET DOOR SHALL OPEN AWAY FROM THE INTERSECTION UNLESS SPECIFIED OTHERWISE.
- 19. TRAFFIC SIGNAL ACCEPTANCE TESTING PROCEDURES SHALL BE IN ACCORDANCE WITH SECTION 611 OF THE STANDARD SPECIFICATIONS.
- 20. THERE WILL BE A 90 DAY WARRANTY PERIOD SUBJECT TO THE REQUIREMENTS CONTAINED IN ARTICLE (SECTIONS 611-5 THROUGH 611-7.3) "CONTRACTOR'S WARRANTY PERIOD FOR SIGNAL INSTALLATIONS" AS FOUND IN FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- 21. THE CONTRACTOR SHALL PROVIDE FOUR COPIES OF MARKED-UP (AS-BUILT) CONSTRUCTION PLANS, ALSO A COPY OF SHOP DRAWING AND A COPY OF MAST ARM SPECIFICATION AND ANY/ALL APPROVED SHOP DRAWINGS AT THE TIME OF SIGNAL CONDITIONAL ACCEPTANCE INSPECTION BY THE MAINTAINING AGENCY.
- 22.ALL SUBMITTALS AND SHOP DRAWINGS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW IN ACCORDANCE WITH SECTION 603 OF THE STANDARD SPECIFICATIONS: LATEST EDITION

BRIAN A. GOOD, P.E. 445 24TH STREET, SUITE 200 VERO BEACH, FL 32960 (772) 794-4100

- 23. THE CONTRACTOR SHALL SUBMIT IN WRITING A REQUEST FOR SIGNAL INSPECTION TO THE MAINTAINING AGENCY. (ALLOW TWO (2) WEEKS FOR SIGNAL INSPECTION).
- 24. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN FOUR (4) PORTABLE CHANGEABLE (VARIABLE) MESSAGE SIGNS (PCMS) FOR A PERIOD OF TWO WEEKS. THE PCMS WILL BE LOCATED AT AN APPROPRIATE DISTANCE IN ADVANCE OF THE APPROACHES TO THE NEW SIGNALIZED INTERSECTION AS SPECIFIED BY THE MAINTAINING AGENCY'S ENGINEER. THE PCMS WILL BE PROVIDED ONE (1) WEEK PRIOR TO THE SCHEDULED ACTIVATION TO FULL COLOR OPERATION AND SHALL REMAIN IN PLACE FOR ONE (1) WEEK FOLLOWING ACTIVATION. COST OF FURNISHING PCMS TO BE INCLUDED UNDER PAY ITEM NO. 102-1 MAINTENANCE OF TRAFFIC.

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INDIAN RIVER COUNTY - TRAFFIC SIGNAL GENERAL NOTES

27. AFTER THE TURN-ON, THE PCMS SHALL BE CHANGED TO:

(PANEL ONE LINE I) "TRAFFIC"

(PANEL ONE LINE 2) "SIGNAL"

25. IN ACCORDANCE WITH FDOT STANDARDS & SPECIFICATIONS, THE CONTRACTOR SHALL PROVIDE THE ASSOCIATED TRAFFIC SIGNAL MANUFACTURER WARRANTIES FOR THE ASSOCIATED MATERIALS AND/OR EQUIPMENT PRIOR TO THE FINAL ACCEPTANCE OF THE TRAFFIC SIGNAL.

(PANEL TWO LINE I) "NOW" 26. PRIOR TO ACTIVATION THE PCMS SIGN SHALL BE: (PANEL TWO LINE 2) "ACTIVE" (PANEL ONE LINE I) "TRAFFIC" (PANEL ONE LINE 2) "SIGNAL" PANEL TWO, LINE AND LINE 2, SHALL FLASH THREE (3) TIMES BEFORE (PANEL ONE LINE 3) "WILL BE" REVERTING BACK TO PANEL ONE. (PANEL TWO LINE I) "ACTIVE" (PANEL TWO LINE 2) "ON DAY" (PANEL TWO LINE 3) "MONTH XX" PRIOR TO SIGNAL ACTIVATION SUBSTITUTION FOR THE WORD "DAY" SHALL BE AS FOLLOWS: PANEL I PANEL 2 (FLASH) SUNDAY AS "SUN" MONDAY AS "MON" TRAFFIC TUESDAY AS "TUES" WEDNESDAY AS "WED" IIGINIA DIA THURSDAY AS "THUR" MONTH FRIDAY AS "FRI" BI SATURDAY AS "SAT" SUBSTITUTION FOR THE WORD "MONTH" SHALL BE AS FOLLOWS: JANUARY AS "JAN" AFTER SIGNAL ACTIVATION FEBRUARY AS "FEB" PANEL 1 PANEL 2 (FLASH) MARCH AS "MAR" APRIL AS "APR" || R || A || F INIOIWI MAY AS "MAY" JUNE AS "JUN" || N || A | ∥G. A |V|JULY AS "JUL" AUGUST AS "AUG" SEPTEMBER AS "SEP" OCTOBER AS "OCT" NOVEMBER AS "NOV" DECEMBER AS "DEC" SUBSTITUTION FOR THE WORD "XX" SHALLBE AS FOLLOWS: 28. THE ENGINEER OR CONTRACTOR SHALL SUBMIT IN WRITING A REQUEST FOR SIGNAL ACTIVATION (TURN-ON) TO THE MAINTAINING AGENCY. THE NUMERICAL DAY OF THE MONTH, FROM ONE (1) TO THIRTY-ONE (31). THE DATES LESS THAN TEN (10) SHALL THE MAINTAINING AGENCY WILL SCHEDULE THE SIGNAL ACTIVATION A MINIMUM OF SEVEN (7) DAYS AFTER NOTIFICATION THAT THE BE PROCEDED BY A ZERO (O); EXAMPLE: "JAN 03" FOR JANUARY 3RD. SIGNAL HAS BEEN PLACED FLASHING MODE AND INSPECTIONS BY MAINTAINING AGENCY FORCES HAVE BEEN COMPLETED. 29. THE CONTRACTOR SHALL BE PRESENT AND SHALL CONDUCT THE TURN-ON TO FULL COLOR OPERATION IN THE PRESENCE OF THE MAINTAINING AGENCY'S ENGINEER. NO ACTIVATIONS SHALL BE SCHEDULED ON MONDAYS, FRIDAYS OR WEEKENDS UNLESS OTHERWISE APPROVED BY THE MAINTAINING AGENCY'S ENGINEER, ANY PROPOSED OR NECESSARY SCHEDULE CHANGE DURING THE SEVEN (7) DAYS PRIOR TO SCHEDULED TURN-ON WILL BE AT THE DETERMINATION AND DISCRETION OF THE MAINTAINING AGENCY'S ENGINEER. 30. UPON COMPLETION AND FINAL ACCEPTANCE OF THE PERMANENT TRAFFIC SIGNAL INSTALLATION BY INDIAN RIVER COUNTY, THE SIGNALS AND EQUIPMENT SHALL BE MAINTAINED BY IRCTED. 31. WHEN IRCTED DETERMINES THAT THE NEED FOR A TRAFFIC SIGNAL IS CRITICAL TO THE PUBLIC WELFARE, EARLY TURN-ON OF THE SIGNAL MAY BE REQUIRED BEFORE THE COMPLETION OF THE CONTRACT. IF THIS NEED ARISES, IRCTED MAY ASSUME THE RESPONSIBILITY FOR MAINTENANCE AND LIABILITY, OR NEGOTIATE WITH THE CONTRACTOR FOR MAINTENANCE AND LIABILITY, FOR SUCH NEW SIGNALS SHALL BE FLASHED NO LESS THAN A WEEK OR MORE THAN TWO WEEKS PRIOR TO THE INSPECTION. SIGNAL HEADS MUST BE BAGGED WITH BURLAP OR TURNED BACK UNTIL THIS TIME.

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A SIGNAL. NEW SIGNALS SHALL NOT BE PLACED ON FULL COLOR OPERATION UNTIL THE DATE OF INSPECTION EXCEPT AS STATED ABOVE.

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SENERAL NOTES

POWER SERVICE

- POWER SERVICES SHALL FOLLOW THE LATEST STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARD INDEX NO. 17504, 17736
- SERVICE BREAKER BOX SHALL BE SQUARE-D MODEL #Q024L70RB, OR APPROVED EQUIVALENT.
- POWER SERVICES ARE TO BE 120/240 VAC WITH TRIPLEX SERVICE DROP WIRE WITH TWO BLACK AND ONE 3 WHITE CABLE FROM SERVICE DISCONNECT TO PAOWER SERVICE CONNECTION POINT.
- ALL ABOVE GROUND CONDUIT SHALL BE HD GAVINIZED OR ALUMINUM. 4
- MAST ARM POWER SERVICES SHALL BE MOUNTED ON A STUB POLE. 5
- UNDERGROUND POWER SERVICE SHOULD HAVE AN FPL PULL BOX FOR THE LINE SIDE NEAR SERVICE DISCONNECT.
- 7. CONCRETE STRAIN POLE INSTALLATIONS SHALL HAVE THE POWER SERVICE MOUNTED ON THE STRAIN POLE.

TRAFFIC SIGNAL CONTROLLER В.

- SHALL BE COMPATIBLE WITH ECONOLITE SYSTEM SOFTWARE.
- SHALL HAVE INTERNAL TIME-BASED CAPABILITIES 2.
- SHALL HAVE INTERNAL RAILROAD PREEMPTION WITH IMMEDIATE RETURN TO COORDINATION. 3

TRAFFIC SIGNAL COMMUNICATIONS INTERCONNECT С.

NOTE: VARIANCE TO COMMUNICATION INTERCONNECT DUE TO DESIGN CRITERIA WOULD REQUIRE PRIOR APPROVAL FROM INDIAN RIVER COUNTY.

- 1. TWO 2" CONDUITS SHALL BE INSTALLED WITH ALL INTERCONNECT RUNS.
- PULL BOXES CONTAINING INTERCONNECT ARE TO BE INSTALLED AT NO MORE THAN 1000 FOOT INTERVALS MARKED "TRAFFIC SIGNAL"(FDOT DESIGN STANDARD INDEX 17700).
- FIBER OPTIC INTERCONNECT RUNS SHALL HAVE A SLACK/SPLICE BOX AT ALL SIGNALIZED INTERSECTIONS MARKED "FIBER OPTICS". SLACK/SPLICE BOXES SHALL CONTAIN A MINIMUM OF 100 FEET OF FIBER OPTIC CABLE SLACK (FDOT DESIGN STANDARD 635-001) AND SHALL BE LOCATED AT NO MORE THAN 1/2-MILE INTERVALS.
- 4. FIBER OPTIC CABLE SHALL BE 96-FIBER SINGLE MODE. A #14 AWG (OR IRC-APPROVED ALTERNATIVE) TRACE WIRE SHALL BE INSTALLED WITH THE FIBER RUN.
- THE CONNECTION FROM THE SLACK/SPLICE BOX TO THE SIGNAL CABINET (PIG TAIL) SHALL BE A 12-FIBER SINGLE MODE CABLE. FIBER IN THE CABINET SHALL BE TERMINATED IN A FIBER OPTIC TERMINAL PANEL. THE FIBER CABLE SHALL NOT BE RUN BEHIND SHELVING.
- IN THE CABINET, DATA CONVERSION WILL BE ACCOMPLISHED WITH RUGGEDCOM GIGABIT ETHERNET SWITCH OR IRC-APPROVED EQUIVALENT.

TRAFFIC SIGNAL MAST ARM

- MAST ARMS SHALL FOLLOW THE LATEST STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS INDEX NO. 17743, 17745. 1.
- ALL MAST ARM POLES SHALL HAVE L.E.D., COBRA HEAD STYLE LUMINAIRES, BARRING OBSTRUCTIONS OR DESIGN CRITERIA. EACH LUMINAIRE SHALL BE PHOTO CELL CONTROLLER AND NOT POWERED THROUGH SIGNAL CABINET. WIRING SHALL BE #10 AWG OR LARGER SIZE AWG.
- MAST ARM POLES ARE TO HAVE A TERMINAL COMPARTMENT IN PLACE OF A HAND HOLE, PER FDOT INDEX NO. 649-031.
- MAST ARM MOUNTING HEIGHT (MEASUREMENT UB INDEX NO. 17743) SHALL BE 19-FEET FOR HORIZONTAL AND 20-FEET FOR VERTICAL MOUNTED SIGNALS, IN THE ABSENCES OF GEOMETRIC ABNORMALTIES.
- ALL MAST ARMS SHALL BE GALVANIZED STEEL WITH FACTORY FINISHED U.S. GOVERNMENT FEDERAL STANDARD 595C #14066 (HIGHWAY GREEN) IN ACCORDANCE WITH FDOT.
- EACH TERMINAL COMPARTMENT SHALL HAVE A 20 CIRCUIT AWG#14 TERMINAL BLOCK.
- MAST ARMS ARE TO HAVE L.E.D. INTERNALLY-ILLUMINATED SINGLE-SIDED STREET NAME SIGNS WITH LOCAL STREET NAMES AND I"WHITE BORDER. THE SIGNS SHALL BE CONTROLLED FROM A PHOTO CELL WITH IN THE SIGNAL CABINET THE SIGNS ARE NOT TO HAVE INDIVIUALL PHOTO CELL. THE STREET NAME SIGNS ARE TO BE MOUNTED WITH FIXED BRACKETS ON THE ARM BETWEEN THE POLE AND THE FIRST TRAFFIC SIGNAL.

E. TRAFFIC SIGNAL POLES & SPAN WIRE

- POLES SHALL FOLLOW THE LATEST STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARD INDEX NO. 17725. 1
- STRAIN POLES SHALL HAVE L.E.D., COBRA HEAD STYLE LUMINAIRES, BARRING OBSTRUCTIONS OR DESIGN CRITERIA. EACH LUMINAIRE
- SHALL BE PHOTO CELL CONTROLLER AND NOT POWERED THROUGH SIGNAL CABINET.
- ALL ABOVE GROUND CONDUIT SHALL BE HD GAVINIZED. 3
- 4. BOTH UPPER AND LOWER SPAN SHALL BE NO LESS THAN 3/8 INCH CABLE WIRE.
- 5. THE SIGNAL CABLE SHALL BE ATTACHED TO THE MESSENGER WIRE BY LASHING RODS.

F. TRAFFIC SIGNAL HEADS

- 1. TRAFFIC SIGNALS MOUNTED ON SPAN CABLE ARE TO BE LIGHTWEIGHT MCCAIN SIGNAL, (RED SECTION TO BE ALUMINUM AND ALL OTHER SECTIONS TO BE POLY PLASTIC), 12 INCH INDICATIONS.
- TRAFFIC SIGNALS MOUNTED ON MAST SUPPORTS ARE TO BE ALL AUMIMUM MCCAIN SIGNAL 12-INCH INDICATIONS. THE MOUNTING SHALL BE HORIZONTAL USING PELCO ASTRO BRAC OR IRC-APPROVED EQUIVALENT. SPAN MOUNT SIGNALS ARE TO BE MOUNTED VERTICAL. ALL VEHICLE SIGNAL HEADS ARE TO HAVE RETRO-RELFECTIVE BACK PLATES.
- TRAFFIC SIGNALS ARE TO BE SUPPLIED WITH ALL L.E.D. INDICATIONS, INCLUDING ALL ARROWS AND YELLOWS.
- TRAFFIC SIGNALS ARE TO BE SUPPLIED WITH TUNNEL VISORS. 4.
- TRAFFIC SIGNALS AND ASSOCIATED ACCESSORIES, INCLUDING BUT NOT LIMITIED TO BACKPLATES SHALL BE MCCAIN.
- PEDESTRIAN SIGNALS ARE TO BE COUNT DOWN PEDESTRIAL SIGNALS WITH INTERNATIONAL-STYLE HAND/MAN (SYMBOLS) WITH FULL (NOT OUTLINE) L.E.D. INDICATIONS. EACH CORNER WILL BE FED WITH ONE SEVEN CONDUCTOR CABLE FOR PEDESTRIAN SIGNAL HEAD AND ONE FOUR CONDUCTOR CABLE FOR PEDESTRIAN DETECTOR. THESE CABLES WILL RUN FROM PEDESTRIAN SIGNAL AND DETECTOR DIRECTLY TO CONTROLLER BOX. (NO SPLICES)
- VIDEO DETECTORS
 - 1. VIDEO DETECTION SYSTEM SHALL BE ECONOLITE LATEST TECHNOLOGY OR IRC-APPROVED EQUIVALENT.
- H. VIDEO SURVEILLANCE
 - 1. VIDEO CAMERAS SHALL BE AXIS Q6055-E PTZ DOME NETWORK CAMERA, LATEST TECHNOLOGY OR IRC-APPROVED EQUIVALENT.
- I. BATTERY BACK-UP
 - 1. BATTERY BACKUP SYSTEM IS TO BE USED ON ALL INSTALLATIONS UNLESS OTHERWISE STATED.
 - 2. BATTERY BACKUP SHALL BE MYERS UPS SYSTEM MP2000E-TB WITH STANDING CABINET.

	SIONS			INDIAN RIVER COUNTY	
 DESCRIPTION	DATE E	Y DESCRIPTION		BOARD OF COUNTY COMMISSIONERS	IND
			BRIAN A.GOOD,P.E. P.E.LICENSE NUMBER 56939 445 24th STREET,SUITE 200	66th AVENUE FROM 69th STREET	-
			VERO BEACH, FL 32960 (772) 794-4100		
			REGISTRY No. 35106	TO SR-510/85th STREET	8/2/2022 4:/6:4



SHEET NO. T-4

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INDIAN RIVER COUNTY TYPICAL & CABINET PAD DETAIL

2 Or 3 Re 4 Gr 5 Or 6 Re 7 Blu 8 WI 9 Bla 10 Blu 11 Bla 12 WI 13 Gr 14 Or 15 Re 16 Blu 17 WI 18 Bla	Signal Wiri	ng 20 Pair		
Number	Color	Location	Phase	Comments
1	Green	Main Street	02, 06	
2	Orange	Main Street	02, 06	
3	Red	Main Street	02,06	
4	Green/Black	Side Street	04, 08	
5	Orange/Black	Side Street	04, 08	
6	Red/Black	Side Street	04,08	
7	Blue	Left Turn	01, 03, 05, 07	Green
8	White/Black	Left Turn	01, 03, 05, 07	Amber
9	Black/White	Left Turn	01, 03, 05, 07	Red
10	Blue/Black	Right Turn	02, 04, 06, 07	Amber
11	Black	Right Turn	02, 04, 06, 07	Green
12	White	Neutral		
13	Green/White	Spare		
14	Orange/Red	Spare		
15	Red/White	Spare		
16	Blue/White	Spare		
17	White/Red	Spare		
18	Black/Red	Spare		
19	Blue/Red	Spare		
20	Red/Green	Spare		

INDIAN RIVER COUNTY TYPICAL WIRING & CABINET PAD

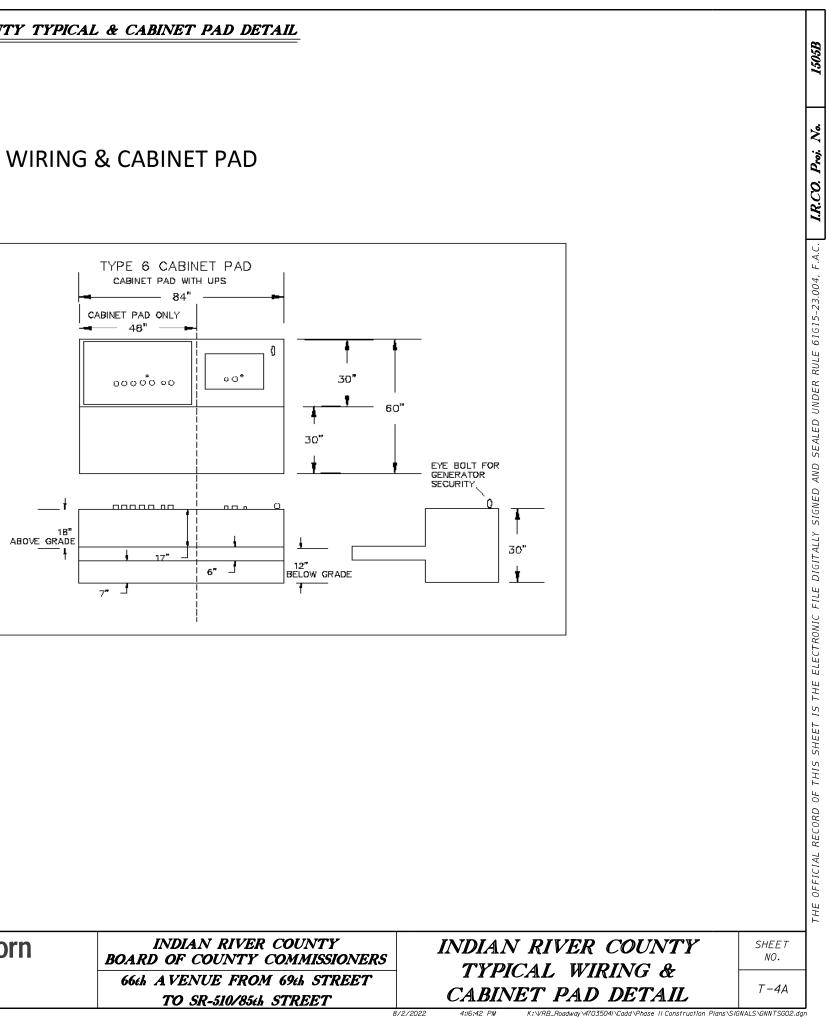
	Pedestrian Head V					
Number	Color	Location	Phase	Comments		
1	Green	Main Street	02, 06	Green		
2	Orange Side Street (04, 08	Green		
3	Red	Main Street	02, 06	Red		
4	Blue	Side Street	04, 08	Red		
5	White/Black	Spare				
6	Black	Spare				
7	White	Neutral				

Pedestrian Button Wiring 4 pair

Number	Color	Color Location		Comments
1	Green	Main Street	02, 06	
2	Red	Red Main Street		
3	White	Side Street	04, 08	
4	Black	Side Street	04, 08	

Tape Color

Direction	Color
North	Green
South	Red
East	Yellow
West	Blue



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P-E. LICENSE. NUMBER 56939 445 241h STREET, SUITE 200 6664	AVENUE FROM 69th STREET	1111
VEN0 BEACH, FL 32960		CABIN
(7/2)-94-400 REGISTRY No. 3506	TO SR-510/85th STREET	

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PAYITEM	DESCRIPTION								SHEET N	IUMBERS	6						TOTAL THIS	GRAND	REF. SHEET	1505B
NO.	DESCRIPTION	UNIT		-7 FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	SHEET PLAN FINAL	TOTAL		
630-2-11	CONDUIT (SIGNAL) (F & I) (OPEN TRENCH)	LF	235														235	235]\$
630-2-12	CONDUIT (SIGNAL) (F & I) (DIRECTIONAL BORE)	LF	1845														1845	1845]<
632-7-1	SIGNAL CABLE (F & I)	PI	1														1	1		
635-2-11	PULL & SPLICE BOX (F & I) (13"x24")	EA	13														13	13		
639-1-111	-1-111 ELECTRICAL POWER SERVICE (OVERHEAD) (METER PURCHASED BY CONTRACTOR)																1	1		8
639-2-1	ELECTRICAL SERVICE WIRE (F & I)	LS	1														1	1		2
639-3-11	ELECTRICAL SERVICE DISCONNECT (F & I) (POLE)	EA	1														1	1		
																				- U
641-2-12	PRESTRESSED CONCRETE POLE STANDARD PLANS 641-010 (F & I) (TYPE P-II SERVICE POLE)	EA	1														1	1		1
646-1-11	ALUMINUM SIGNALS POLE PEDESTAL AND PEDESTRIAN DETECTOR POST (F & I) (PEDESTAL)	EA	6														6	6		004
																				- 2.3
649-31-107	MAST ARM (F & I) (WIND SPEED - 150) (SINGLE ARM W/ LUMINAIRE) (46')	EA	1														1	1		615
	MAST ARM (F & I) (WIND SPEED - 150) (SINGLE ARM W/ LUMINAIRE) (60')	EA	1														1	1		19
	MAST ARM (F & I) (WIND SPEED - 150) (SINGLE ARM W/ LUMINAIRE) (70.5')	EA	2														2	2		
010 01 100			_																+	- A
650-1-14	VEHICULAR TRAFFIC SIGNAL (F & I) (ALUMINUM) (3-SECTION) (1-WAY)	AS	5														5	5		- UDF
650-1-1 4	VEHICULAR TRAFFIC SIGNAL (F & I) (ALUMINUM) (4-SECTION) (1-WAY)	AS	2														2	2	+	- 3
650-1-18	VEHICULAR TRAFFIC SIGNAL (F & I) (ALUMINUM) (5-SECTION) (1-WAY)	AS	2														2	2		- I I
050-1-18	VENICULAR TRAFFIC SIGNAL (F & I) (ALUMINUM) (3-SECTION) (T-WAT) (STRAIGHT)	A3	3														3		<u> </u>	- SF
652 4 44		40															0		+	- 0
	PEDESTRIAN SIGNAL - RECTANGLE WALK/DON'T WALK OR EQUIVALENT SYMBOLS (F & I) (LED-COUNTDOWN) (1-WAY)	AS	°														0		+	- 0
665-1-11	PEDESTRIAN DETECTOR (F & I) (STANDARD)	EA	8														8	8	<u> </u>	- US
000 4 44																			<u> </u>	- 51
	VEHICLE DETECTION SYSTEM - VIDEO (F & I) (CABINET EQUIPMENT)	EA	1														1	1	<u> </u>	- 17
660-4-12	VEHICLE DETECTION SYSTEM - VIDEO (F & I) (ABOVE GROUND EQUIPMENT)	EA	4														4	4	<u> </u>	- 15
670-5-111	TRAFFIC CONTROLLER ASSEMBLY (CONTROLLER WITH CABINET) (F & I) (NEMA) (ONE PREEMPTION PLAN)	AS	1														1	1	──	- 2
	CCTV CAMERA (F & I) (DOME ENCLOSURE, NON-PRESSURIZED) (IP, HD)	EA	1														1	1	<u> </u>	- 1
	MANAGED FIELD ETHERNET SWITCH, LAYER 2 (F & I)	EA	1														1	1	<u> </u>	- 2
685-1-14	UNINTERRUPTIBLE POWER SUPPLY (F & I) (LINE INTERACTIVE)	EA	1														1	1		- 208
																			_	Ē
	SIGN PANEL (F & I, OVERHEAD MOUNT) (<12 SF)	EA	1																──	- 1
700-5-22	INTERNALLY ILLUMINATED SIGN (F & I, OVERHEAD MOUNT) (<12 SF)	EA	4														4	4	_	- H
																		_	_	- v
	LIGHTING - CONDUCTORS (F & I) (INSULATED, No. 10 OR <)	LF	4542														4542	4542	_	
715-5-31	LUMINAIRE & BRACKET ARM (F & I) (ALUMINUM)	EA	4														4	4	—	- HE
																		_	_	ی ب _
632-7-6	SIGNAL CABLE (REMOVE - INTERSECTION)	PI	1														1	1	<u> </u>	THI
639-1-610	ELECTRICAL POWER SERVICE (REMOVE) (OVERHEAD)	AS	1														1	1	_	Ц -
641-2-80	PRESTRESSED CONCRETE POLE STANDARD PLANS 641-010 (COMPLETE/DEEP REMOVAL POLES 30' AND GREATER)	EA	2														2	2		AD AD
646-1-40	ALUMINUM SIGNALS POLE (PEDESTAL AAND PEDESTRIAN DETECTOR POST) (REMOVE)	EA	2														2	2	\square	
670-5-600	TRAFFIC CONTROLLER ASSEMBLY (CONTROLLER WITH CABINET) (REMOVE CONTROLLER AND CABINET)	AS	1														1	1		- L
																				J E F
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PAY ITEM FOOTNOTES

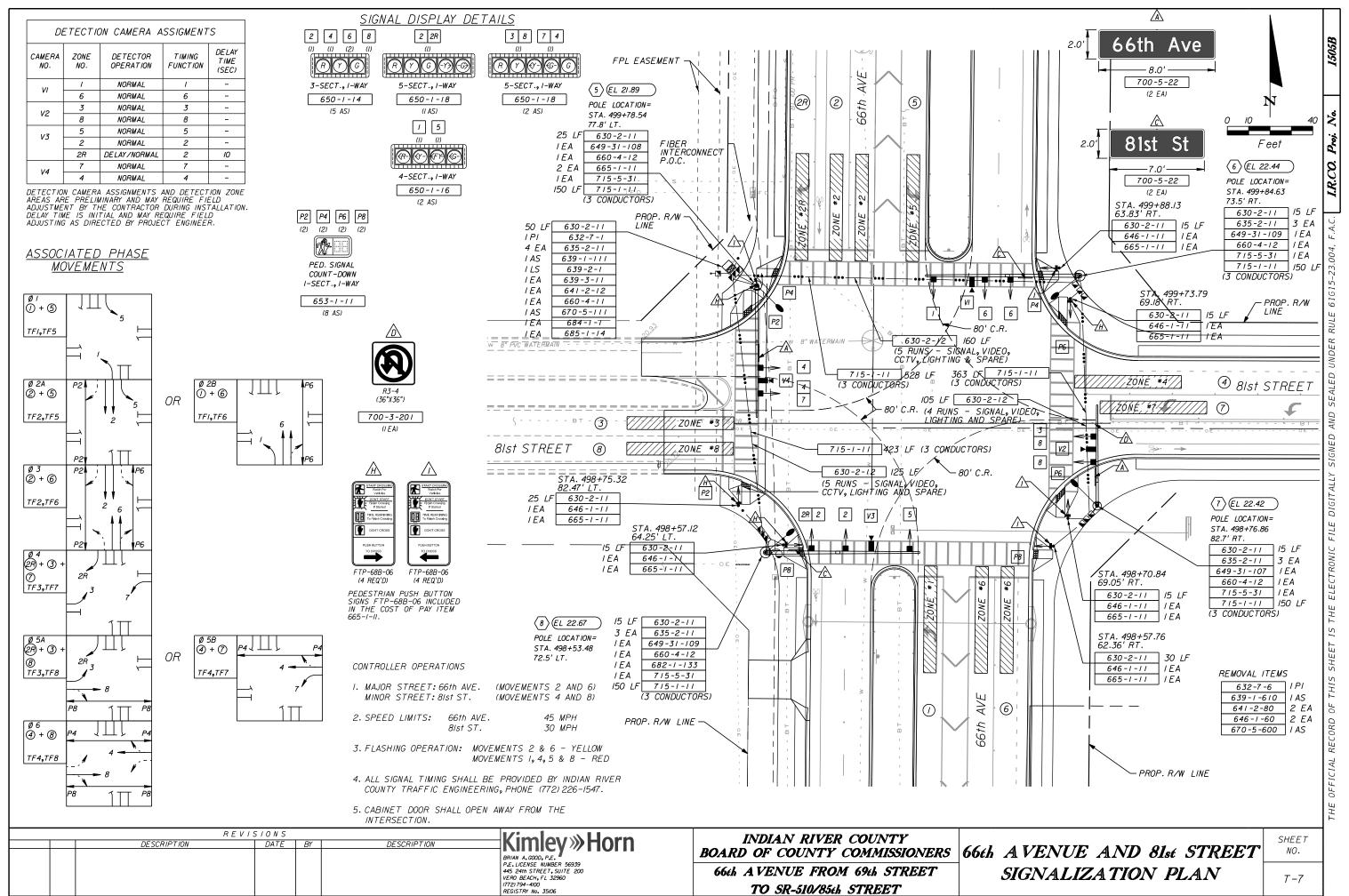
- 630-2-11 THESE PAY ITEMS SHALL INCLUDE INSTALLING THE SPECIFIED ADDITIONAL CONDUIT RUNS IN THE TRENCH.
- 639-1-111 THESE PAY ITEMS SHALL BE IN COMPLIANCE WITH INDIAN RIVER COUNTY 639-3-11 TRAFFIC SIGNAL SPECIFICATIONS FOR POWER SERVICE. SEE SHEET T-4, SECTION A FOR DETAILS.
- 639-2-1 COST TO INCLUDE WIRE RUN TO NEW SERVICE CONNECTION, CONTRACTOR TO COORDINATE WITH FPL FOR LOCATION OF SERIVCE CONNECTION.
- THESE PAY ITEMS SHALL BE IN COMPLIANCE WITH INDIAN RIVER COUNTY 649-3I-XXX TRAFFIC SIGNAL SPECIFICATIONS FOR TRAFFIC SIGNAL MAST ARMS. SEE SHEET T-4, SECTION D FOR DETAILS.
- THESE PAY ITEMS SHALL BE IN 650-1-14
- COMPLIANCE WITH INDIAN RIVER COUNTY 650-1-16
- 650-1-18 TRAFFIC SIGNAL SPECIFICATIONS FOR TRAFFIC SIGNAL HEADS. SEE 653-1-11 SHEET T-4, SECTION F FOR DETAILS.
- 646-1-11 THIS PAY ITEM SHALL BE AN ALUMINUM PEDESTAL MOUNTED ON A TRANSFORMER BASE AND SHALL INCLUDE ALL LABOR, EQUIPMENT, HARDWARE AND INCIDENTALS NECESSARY FOR A COMPLETE AND ACCEPTED INSTALLATION.
- THIS PAY ITEM SHALL BE IN COMPLIANCE 660-4-11 WITH INDIAN RIVER COUNTY TRAFFIC SIGNAL SPECIFICATIONS FOR VIDEO 660-4-12 DETECTORS. SEE SHEET T-4, SECTION G FOR DETAILS.
- THIS PAY ITEM SHALL INCLUDE AN FTP-68B-06 PEDESTRIAN SIGN. 665-11
- 670-5-111 THIS PAY ITEM SHALL BE A TRAFFIC CONTROLLER ASSEMBLY IN COMPLIANCE WITH INDIAN RIVER COUNTY TRAFFIC SIGNAL SPECIFICATIONS FOR TRAFFIC SIGNAL CONTROLLERS. SEE SHEET T-4, SECTION B FOR DETAILS.
- THIS PAY ITEM SHALL BE A CCTV CAMERA ASSEMBLY IN COMPLIANCE WITH 682-1-133 INDIAN RIVER COUNTY TRAFFIC SIGNAL SPECIFICATIONS FOR VIDEO SURVEILLANCE. SEE SHEET T-4, SECTION H FOR DETAILS. THIS PAY ITEM SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS (INCLUDING MOUNTING BRACKETS AND WIRING) NECESSARY FOR A COMPLETE AND ACCEPTED INSTALLATION.
- THIS PAY ITEM SHALL BE AN INTERNALLY ILLUMINATED SIGN IN COMPLIANCE 700-5-22 WITH INDIAN RIVER COUNTY TRAFFIC SIGNAL SPECIFICATIONS FOR INTERNALLY ILLUMINATED SIGNS MOUNTED ON MAST ARMS. SEE SHEET T-4, SECTION D FOR DETAILS. THIS PAY ITEM SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS (INCLUDING MOUNTING BRACKETS AND WIRING) NECESSARY FOR A COMPLETE AND ACCEPTED INSTALLATION.
- 715-5-31 LUMINAIRES SHALL CONSIST OF AEL HOLOPHANE ATBO P304 MVOLT R4 4K GN 20 TB PCLL, ATB2 P603 MVOLT R4 GN PCLL OR APPROVED EQUIVALENT.

REVISIONS INDIAN RIVER COUNTY	
BRIAN A, GOOD, P.E.	
PELICENSE WIMBER 56939	
445 24th STREET, SUITE 200 VERO BEACH, FL 32960 666th AVENUE FROM 69th STREET	PA
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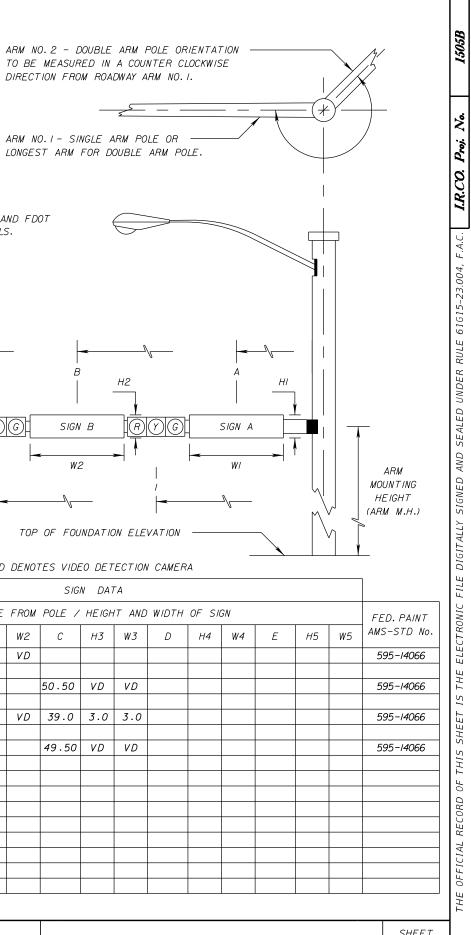
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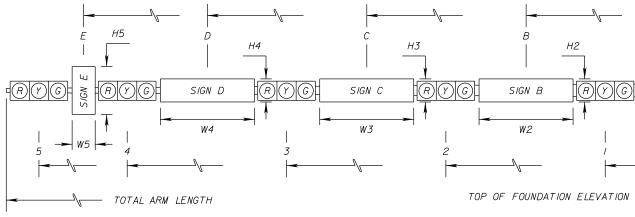


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ARM NO. I - SINGLE ARM POLE OR

NOTE: REFER TO THIS PLAN, STANDARD MAST ARM ASSEMBLIES DESIGN TABLE, AND FDOT INDEX NO.'S 17743 AND 17745 FOR LUMINAIRE AND LUMINAIRE CONNECTION DETAILS.





NOTE: ALL STATION/OFFSETS ARE REFERENCED TO THE BASELINE OF CONSTRUCTION OF 66TH AVENUE.

VD DENOTES VIDEO DETECTION CAMERA

											SIGNAL	DA	ATA						7									SIG	GN DAT	 TA
ID	SHEET	LOCATION	TOP OF	RDWY	CROWN	SIGNAL	BACK	PED.					NCE F	ROM	POLE				TOTAL	ARM	∠ BETWEEN				DIS	TANCE	FRON	POLE /		
NO.	NO.	BY STA.	FOUNDATION ELEVATION	ARM NO.	ELEV.	V/H	PLATES Y/N	SIGNAL Y/N	1	*	2	*	3	*	4	*	5	*	ARM LENGTH	M.H.	DUAL ARMS 90/270	A	HI	W/	В	H2	W2	С	НЗ	1
5	T -7	499+78.54, 77.8'LT	21.89	1	21.88	Н	Y	Y	38.50	3	50.50	5							60			31.50	2.0	8.0	44.50	VD	VD			
				2																										
6	T -7	499+84.63,73.5'RT	22.44	1	22.11	Н	Y	Y	32.50	3	44.50	3	68.50	4					70.5			25.50	2.0	6.5				50.50	VD	V
				2																										
7	T -7	498+76.86,82.7'RT	22.42	1	21.90	Н	Y	N	20.50	3	32.50	5							46			13.50	2.0	8.0	26.50	VD	VD	39.0	3.0	3
				2																										
8	T -7	498+53.48,72.5'LT	22.67	1	21.99	Н	Y	Y	21.50	5	37.50	3	67.50	4					70.5			14.00	2.0	6.5				49.50	VD	V
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													REGISTRY		06						<u> </u>) SR-5.	10/85	th S'	IREET					

* DENOTES NUMBER OF SECTIONS IN SIGNAL HEAD ASSEMBLY

8/2/2022

MAST ARM TABULATION

SHEET NO.

T-8

	STANDARD MAST ARM ASSEMBLIES DESIGN TABLE CEDUCTURE ASSEMBLY FIRST ARM SECOND ARM POLE SPECIAL DRILLED SHAFT DATA (4) GROUT																	
STRUCTURE	ASSEMBLY		FIRST ARM	1		SECOND AR	И				PC	DLE	-	SPECIA	L DRILLED	SHAFT DA	TA (4)	GROUT
ID NUMBER	NUMBERS (I)	ARM TYPE	FAA (2) (FT.)	FBA (2) (IN.)	ARM TYPE	FAA (2) (FT.)	FBA (2) (IN.)	UF (DEG.)	:.) (DEG.)	POLE TYPE	UAA (3) (FT.)	UB (FT.)	UCA (3) (IN.)	DA (FT.)	DB (FT.)	RA	RB	PAD Y/N
5	D5 - S23 Lum	D5							45	S23 Lum								Y
6	D6 - S24 Lum	D6							45	S24 Lum								Y
7	D3 - S22 Lum	D3							45	522 Lum								Y
8	D6 - S24 Lum	D6							45	S24 Lum								Y

TABLE NOTES:

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( I ) Assembly Number Legend
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Single Arm:
Arm Type - Pole Type = B# - Q#
                       C# - R#
```

Double Arm:

First Arm Type - Second Arm Type - Pole Type = B# - B# - Q# C# - C# - R#

- (2) If an entry appears in columns "FAA" and "FBA", a shorter arm is required. This is obtained by removing length from the arm tip. For these cases, the mast arm length shall be shortened from "FA" to "FAA" and the arm tip diameter shall be increased from "FB" to "FBA".
- (3) If an entry appears in columns "UAA" and UCA", a shorter pole is required. This is obtained by removing length from the pole tip. For these cases, the pole height shall be shortened from "UA" to "UAA" and the pole tip diameter shall be increased from "UC" to "UCA".

- (4) The foundations for Standard Mast Arm Assemblies are pre-designed and are based upon the following conservative soil criteria which covers the great majority of soil types found in Florida. Only complete the "Special Drilled Shaft Data" information if site conditions dictate drilled shafts with additional foundation capacity.
 - Classification = Cohesionless (Fine Sand)
 - Friction Angle = 30 Degrees (30°)
 - Unit Weight = 50 lb./cu. ft. (assumed saturated)

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	DESCRIPTION	DATE BY	DESCRIPTION	BRIAN A. GOOD, P.E. P.E. LICENSE NUMBE 445 24th STREET.; VERO BEACH, F.L 32 (772) 794-4100 REGISTRY NO. 3506	BOARD OF COUNTY COMMISSIONERS 666th AVENUE FROM 69th STREET TO SR-510/85th STREET	STAN ASSEME
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Work this sheet with the Signal Designer's "Mast Arm Tabulation". See "Mast Arm Tabulation" for special instructions that include non-standard Handhole location, paint color, terminal compartment requirement, and pedestrian features.

(2) Work with Index Nos. 17743 and 17745.

(3) When placing Standard Mast Arm Assemblies on existing foundations, remove existing grout pad and cut existing anchor bolts flush with top of foundation. Replace damaged or removed portions of the foundation, using epoxy bonding compound according to Section 400 of the Specifications. Replace grout pad according to Section 934 of the Specifications.

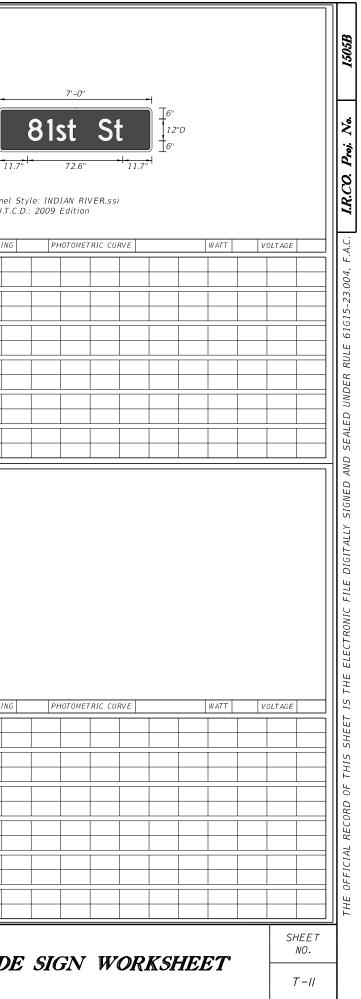
> NDARD MAST ARM **IBLIES DESIGN TABLE**

SHEET NO. T-9

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	NO. OF LIGHT FIXTURES FIXTURE SPACING PHOTOMETRIC CURVE WATT		XTURE SPACI
NO. POSTS LANE LENGTH		NO. POSTS CLEARANCE LENGTH	
SIGN NO. OF EDGE OF COLUMN SIZE AVERAGE NO. POSTS CLEARANCE LENGTH		SIGN NO. OF EDGE OF COLUMN SIZE AVERAGE NO. POSTS CLEARANCE LENGTH	
	1		
COLOR		COLOR	
LEGEND COLOR		LEGEND COLOR	
HEIGHT RADII		HEIGHT RADII	
WIDTH WIDTH	1	WIDTH WIDTH	
SIGN NAME QTY SIGN NAME PANEL BORDER	4	SIGN NAME QTY SIGN NO. PANEL BORDER	
SIGN NAME QTY SIGN STATION(S		SIGN NAME OTY SIGN STATION(S)	
SPACE		SPACE	
SPACE		SPACE	
COPY SPACE		COPY SPACE	
SPACE			
SPACE		SPACE SPACE	
COPY			
SPACE 11.7 22.3 31.7 37.9 44.9 56.	9 67.7 77.2 72.6 .	SPACE 16 26.5 31.4 37.6 42.4 54.4 63.2 52.1	
COPY 6 6 t h A	v e L	COPY 8 1 s t S t L	
	NO. OF LIGHT FIXTURES FIXTURE SPACING PHOTOMETRIC CURVE WATT	VOLTAGE NO. OF LIGHT FIXTURES FIX	XTURE SPACE
	Panel Style: INDIAN RIVER.ssi M.U.T.C.D.: 2009 Edition		Pan M.U.
NO. TOSTS [CLEARANCE]	TH=1"		"=1" Ban
SIGN NO. OF EDGE OF COLUMN SIZE AVERAGE NO. POSTS CLEARANCE LENGTH	BORDER 11.7," 72.6" 11.7," R=2.25"	SIGN NO. OF EDGE OF COLUMN SIZE AVERAGE R=	RDER 2.25"
			±.⊎
	66th Ave		Z'-0"
COLOR Green SYMBOL(S) ANGLE X Y WID HT	- <u>8'-0"</u> +	SYMBOL(S) ANGLE X Y WID HT	H
LEGEND White COLOR White	4	LEGEND White COLOR White COLOR Green	
HEIGHT 2'-0" RADII 2.25"		HEIGHT 2'-O" RADII 2.25"	
PANEL BORDER none WIDTH 8'-0" WIDTH 1"		PANEL BORDER none	
SIGN NAME 66th Ave QTY 2 SIGN STATION(S		SIGN NAME 81st St OTY 2 SIGN STATION(S)	
GLOW MANE COLL A DEVICE SIGN OF A TRANS		Green ward of a colorad of SIGN or areas	

8/2/2022 4:



INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS

ROADWAY CONTRACT PLANS

66th AVENUE FROM 69th STREET TO SR-510/85th STREET

INDIAN RIVER COUNTY PROJECT No. IRC-1505B FDOT FPID No. 436379-2-54-01

INDEX OF SIGNING & MARKING PLANS

SHEET NO.	SHEET DESCRIPTION
S-1	KEY SHEET
S-2	GENERAL NOTES
S-3 - S-4	SIGNING AND MARKING TABULATION OF QUANTITIES
S-5 - S-13	66th AVENUE SIGNING AND MARKING
S-14	73rd STREET / 77th STREET SIGNING AND MARKING
S-15 - S-16	81st STREET SIGNING AND MARKING
S-17	GUIDE SIGN WORK SHEET

SIGNING AND MARKING CONTRACT PLANS

PREPARED FOR



Department of Public Works

RICHARD B. SZPYRKA, P.E., DIRECTOR

GOVERNING STANDARDS AND SPECIFICATIONS: FLORIDA DEPARTMENT OF TRANSPORTATION, "DESIGN STANDARDS" DATED JANUARY 2016, AND "STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" DATED 2016, AS AMENDED BY CONTRACT DOCUMENTS.

		1505B
		I.R.CO. Proj. No.
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	SHEET NO.	
K:\\RB_Roadway\4703504 \Cadd\Phase Construction Plans\S&i	S-I	

SIGNING & MARKING GENERAL NOTES

- I. SIGNS AND PAVEMENT MARKINGS ARE TO CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION AND THE INDIAN RIVER COUNTY TYPICAL DRAWINGS FOR ROADWAY SIGNING, STRIPING & GEOMETRICS.
- 2. ALL PAVEMENT MARKINGS ARE TO CONSIST OF 90 mil EXTRUDED ALKYD THERMOPLASTIC.
- 3. RAISED REFLECTIVE PAVEMENT MARKERS (RPMs) ARE TO CONSIST OF 4-INCH SQUARE MONO-DIRECTIONAL WHITE AND BI-DIRECTIONAL YELLOW. LANE LINE RPMs ON THE 4 (OR MORE) LANE PORTION OF ANY DIVIDED ROADWAY SHALL BE BI-DIRECTIONAL WHITE/RED.
- 4. RPMs SHALL BE POSITIONED IN ACCORDANCE WITH FDOT INDEX # 17352 AND THIS PLAN.
- 5. ALL GROUND MOUNTED STREET NAME SIGNS SHALL HAVE 8 INCH CAPITAL LETTERS.
- 6. SINGLE COLUMN GROUND SIGNS SHALL BE INSTALLED W/ STEEL SQUARE TUBE POST. STEEL SQUARE TUBE POST SHALL BE SIZED IN ACCORDANCE W/ FDOT INDEX NO.11865.
- 7. ALL EXISTING SIGNS AND POSTS ARE TO BE REMOVED UNLESS NOTED OTHERWISE.
- 8. ALL PAVEMENT MARKINGS SHALL MEET SPECIFICATIONS AND BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, FDOT DESIGN STANDARDS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009, FDOT TRAFFIC ENGINEERING MANUAL AND INDIAN RIVER COUNTY STANDARDS, LATEST EDITIONS.
- 9. ALL PAVEMENT MARKING MATERIAL SHALL BE ON THE DEPARTMENT OF TRANSPORTATION APPROVED PRODUCTS LIST (APL), IN ADDITION TO BEING APPROVED BY INDIAN RIVER COUNTY TRAFFIC ENGINEERING, PRIOR TO INSTALLATION.
- IO. THE METHOD OF REMOVAL OF PAVEMENT MARKINGS SHALL BE HYDROBLASTING AND IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 711.

	REVI	SIONS		Kimley () Horn	INDIAN RIVER COUNTY		
	DESCRIPTION	DATE B	Y DESCRIPTION	-кіпіеу »попі	BOARD OF COUNTY COMMISSIONERS		-
				BRIAN A. GOOD, P.E. P.E. LICENSE NUMBER 56939 445 24th STREET, SUITE 200	66th AVENUE FROM 69th STREET	1	G
				VERO BEACH, FL 32960 (772) 794-400 REGISTRY No. 35106	TO SR-510/85th STREET		
						8/2/2022	4:/4://



SHEET NO.

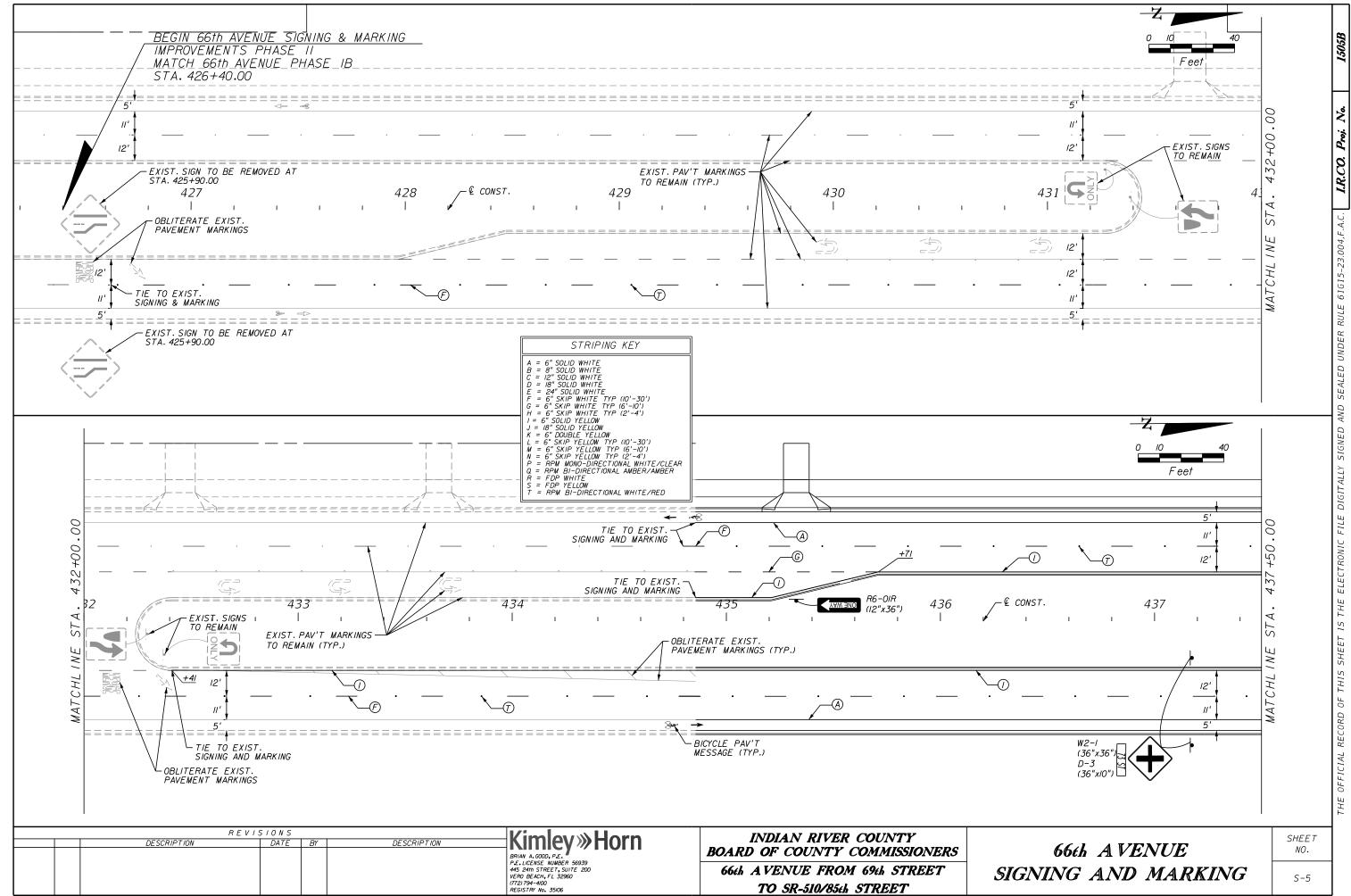
S-2

	TABULATION OF QUANTITIES SHEET NUMBERS TOTAL THIS SUB																			
PAYITEM									3	SHEET N	IUMBERS							TOTAL THIS	SUB	REF SHEE
NO.	DESCRIPTION	UNIT	S- PLAN	-	S-6 PLAN		S-7 PLAN FINAL	S-8 PLAN FINAL	S- PLAN	-	S-10 PLAN FINAL	S-11 PLAN FINAL	S-12 PLAN FINAL		-13 FINAL	S-1- PLAN		SHEET PLAN FINAL	TOTAL PLAN FIN	
700-1-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS	3		5		7	7	8		11	10	6	1	1	1		59	59	
700-1-12	SINGLE POST SIGN (FURNISH & INSTALL) (12-20 SF)	AS			2											1		3	3	
	MULTI-POST SIGN (FURNISH & INSTALL) (12-20 SF)	AS										1	1					2	2	
	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	35		145		105	89	132		107	142	20			9		784	784	
	THERMOPLASTIC, STD, WHITE, SOLID 6"	LF	529		1913		2485	2331	1975		2702	2625	2520	547	7	277		17904	17904	
711-11-122	THERMOPLASTIC, STD, WHITE, SOLID 8"	LF			1428		344	701	1025			1559	136					5193	5193	
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID 12"	LF			94				308			678						1080	1080	
711-11-124	THERMOPLASTIC, STD, WHITE, SOLID 18"	LF			444		84	180	282			432	146					1568	1568	
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID 24"	LF			31				57			751				35		874	874	
711-11-131	THERMOPLASTIC, STD, WHITE, SKIP (10'-30'), 6"	LF	1368		2011		2200	2200	1914		2200	1666	614					14173	14173	
	THERMOPLASTIC, STD, WHITE, SKIP (2'-4'/ 6'-10'), 6"	LF	86		385		170	243	318		156	390	289					2037	2037	
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	EA	2		4		2	1	4		2	6	4	+		\vdash		2007	2037	
	MERGE		-					<u> </u>				1	1					23	20	+
	BICYCLE PERSON		2		1		2	1	1		2	5	3					23	23	
	THERMOPLASTIC, STD, WHITE, ARROW		2		12		2	8	10		8	19	3			1		70	70	
	LEFT TURN				12		0	0	10		0	19	4			7		29	29	
					0		7	4	0			10				1		29	 	
	RIGHT TURN	-										4				1		5	5	
	UTURN	_					5	3			6			-				14	14	
	MERGE												1					1	1	<u> </u>
			2		4		2	1	4		2	5	3					23	23	
	THERMOPLASTIC, STD, YELLOW, SOLID 6"	LF	775		2258		2085	2203	2258		2057	2107	3155	1150		219		18267	18267	
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID 18"	LF			75				82				892	33	3			1082	1082	
711-11-241	THERMOPLASTIC, STD, YELLOW, SKIP (2'-4' / 6'-10'), 6"	LF			242		225		317		252							1036	1036	
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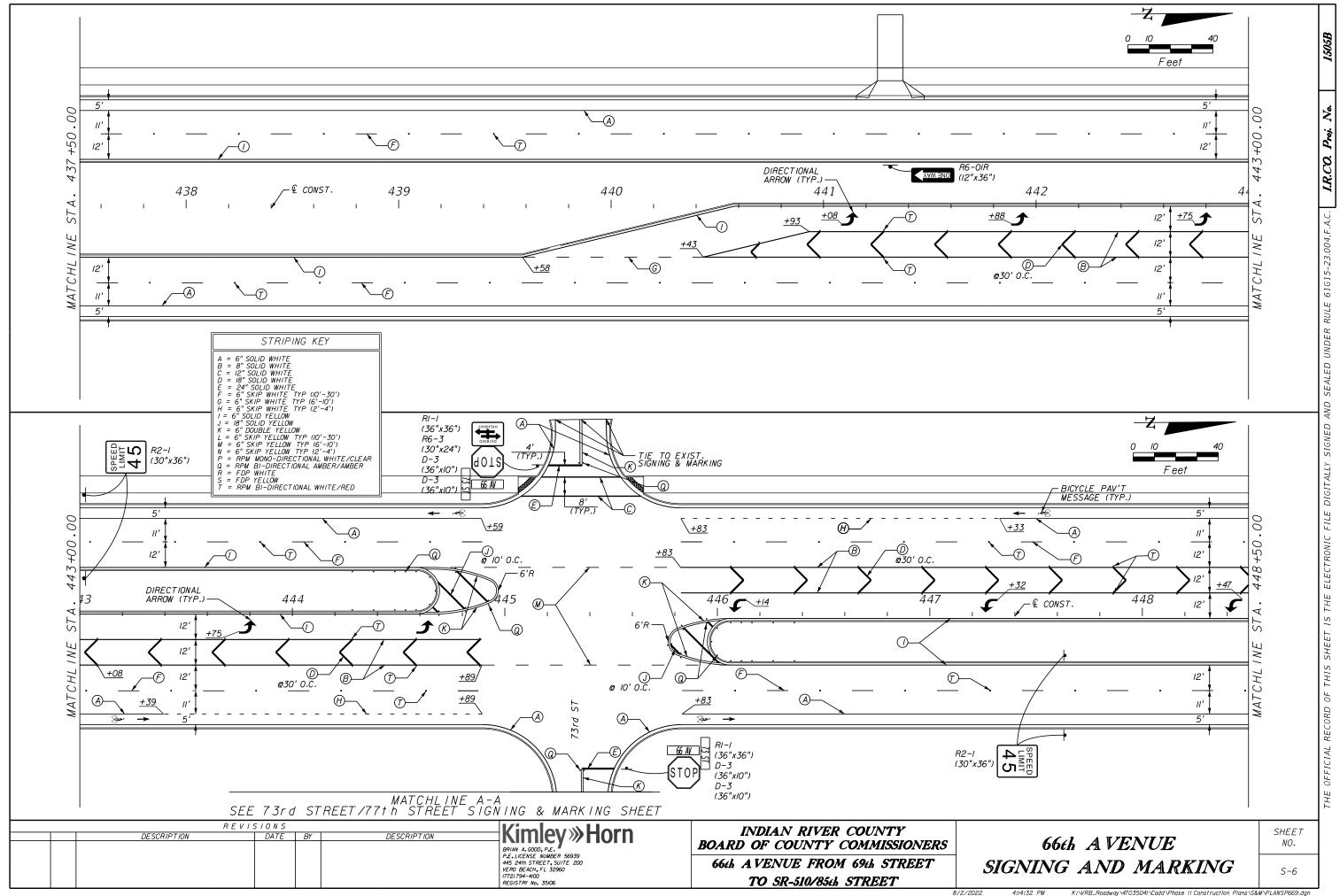
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00-10-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS	9																			9	68		
00-1-12	SINGLE POST SIGN (FURNISH & INSTALL) (12-20 SF)	AS																					3		
0-2-12	MULTI-POST SIGN (FURNISH & INSTALL) (12-20 SF)	AS																					2		
06-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	138		36																	174	958		
11-11-121	THERMOPLASTIC, STD, WHITE, SOLID 6"	LF	1720		373																	2093	19997		
11-11-122	THERMOPLASTIC, STD, WHITE, SOLID 8"	LF																					5193		
11-11-123	THERMOPLASTIC, STD, WHITE, SOLID 12"	LF	69																			69	1149		
11-11-124	THERMOPLASTIC, STD, WHITE, SOLID 18"	LF																					1568		
11-11-125	THERMOPLASTIC, STD, WHITE, SOLID 24"	LF	141																			141	1015		
11-11-131	THERMOPLASTIC, STD, WHITE, SKIP (10'-30'), 6"	LF																					14173		
11-11-141	THERMOPLASTIC, STD, WHITE, SKIP (2'-4'/6'-10'), 6"	LF	233																			233	2270		
11-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	EA	3																	1		3	28		
	MERGE																			1			2		
	BICYCLE PERSON		3																	<u> </u>		3	26		
11-11-170	THERMOPLASTIC, STD, WHITE, ARROW	EA	7																	<u> </u>		7	77		
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14 44 004		LF	2550		652															<u> </u>		3212			
1-11-221	THERMOPLASTIC, STD, YELLOW, SOLID 6"		2559		653															├──	-	3212	21479	-+	
11-11-224	THERMOPLASTIC, STD, YELLOW, SOLID 18"	LF	257		17															┣──		274	1356	—	
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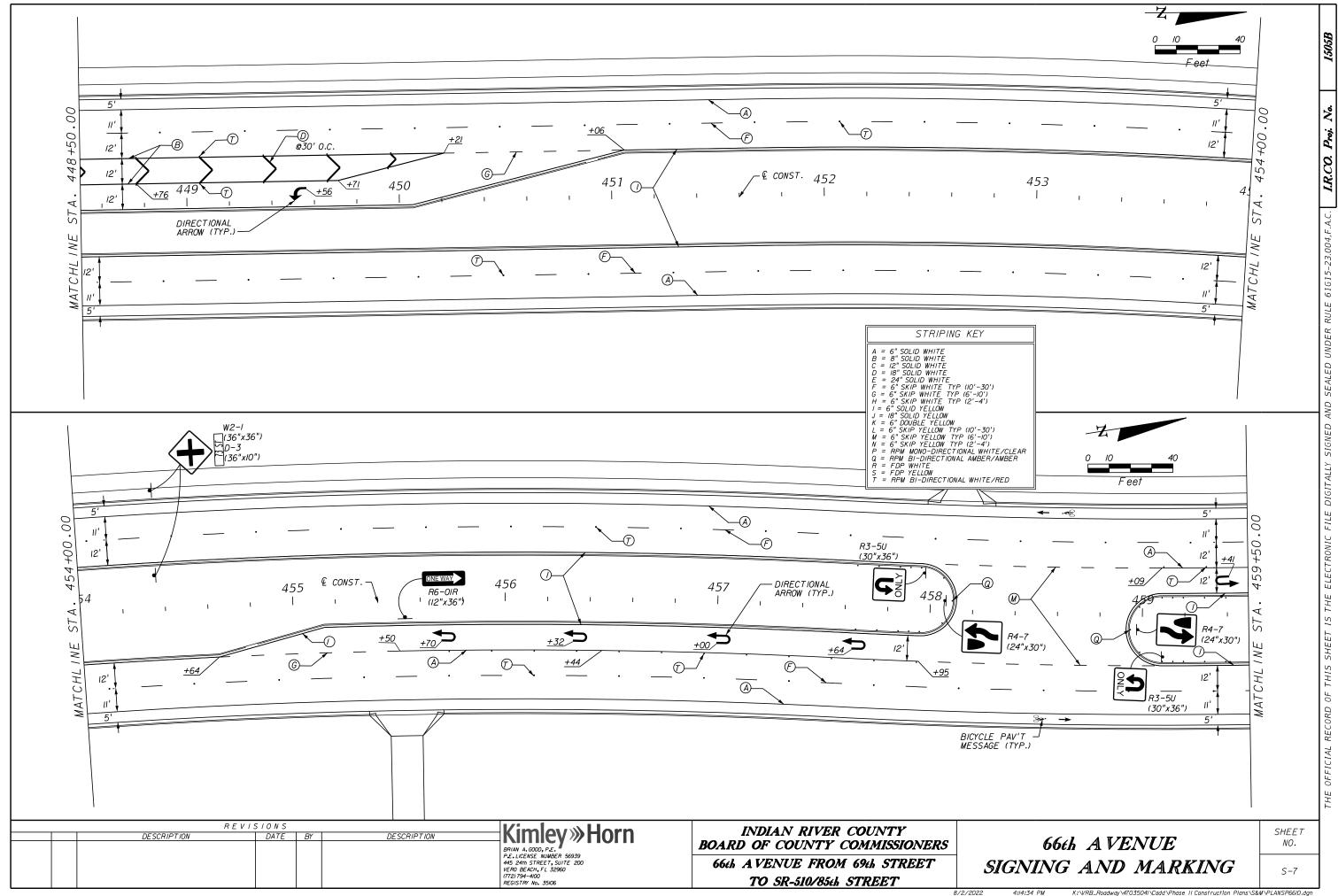


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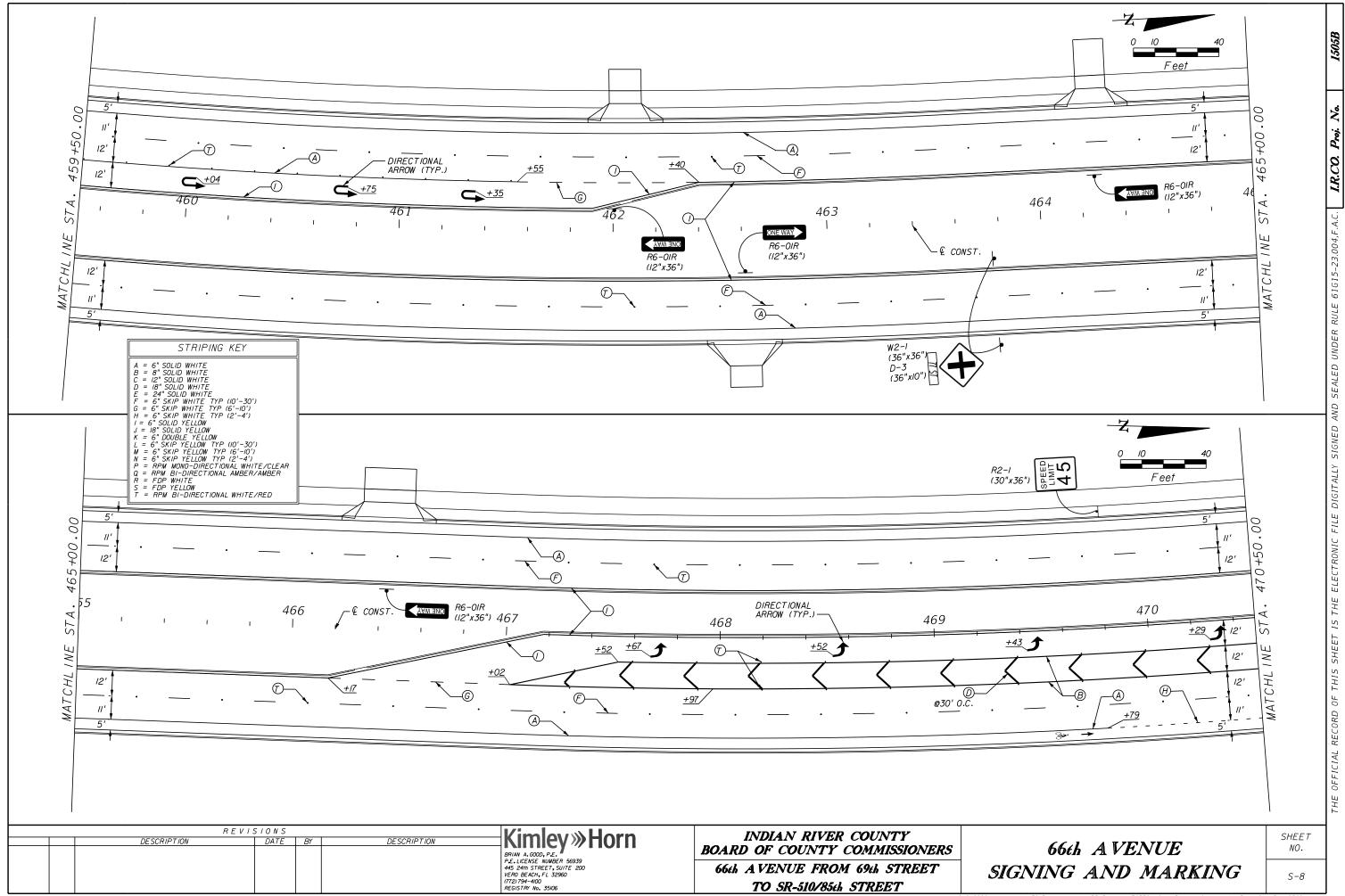


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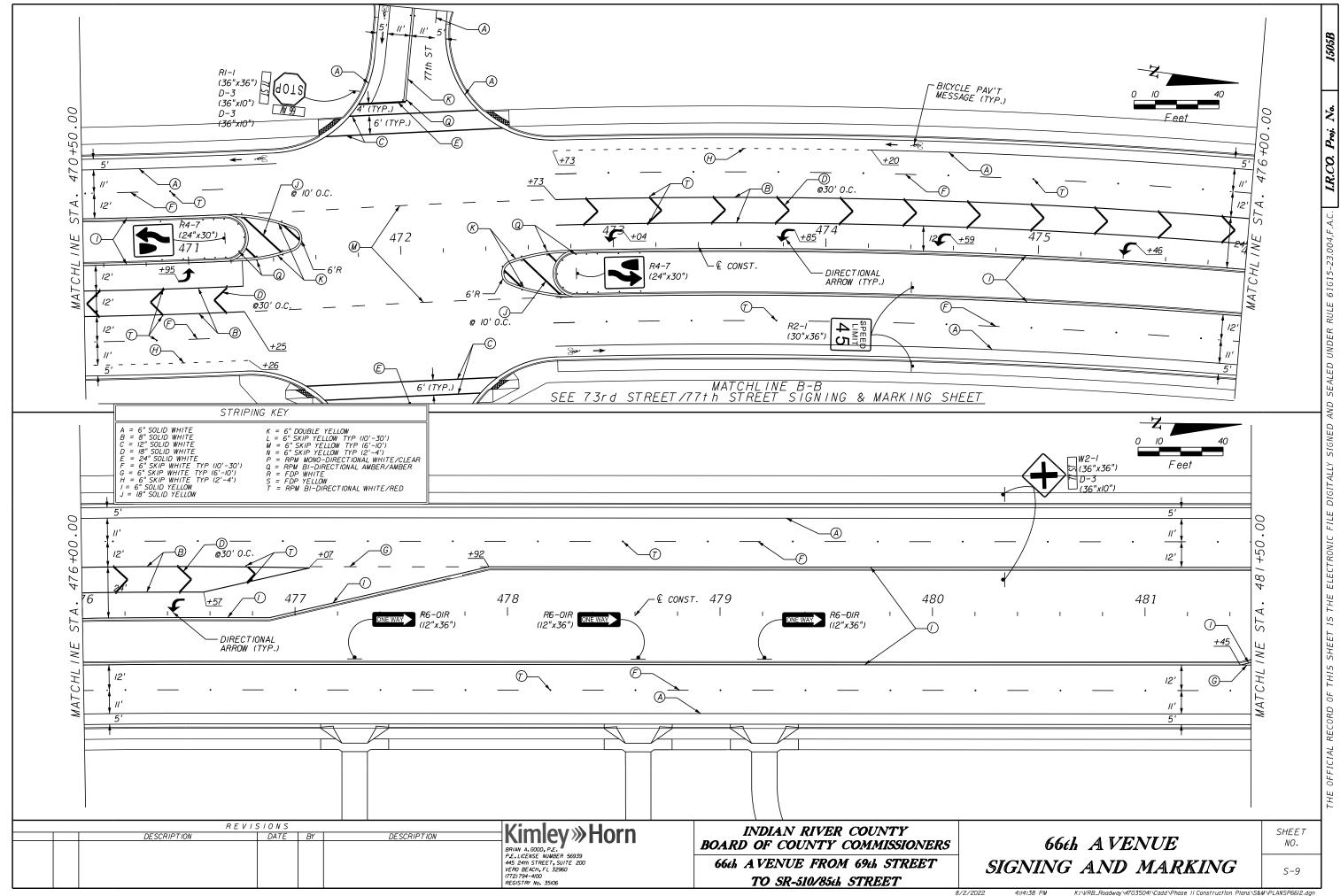
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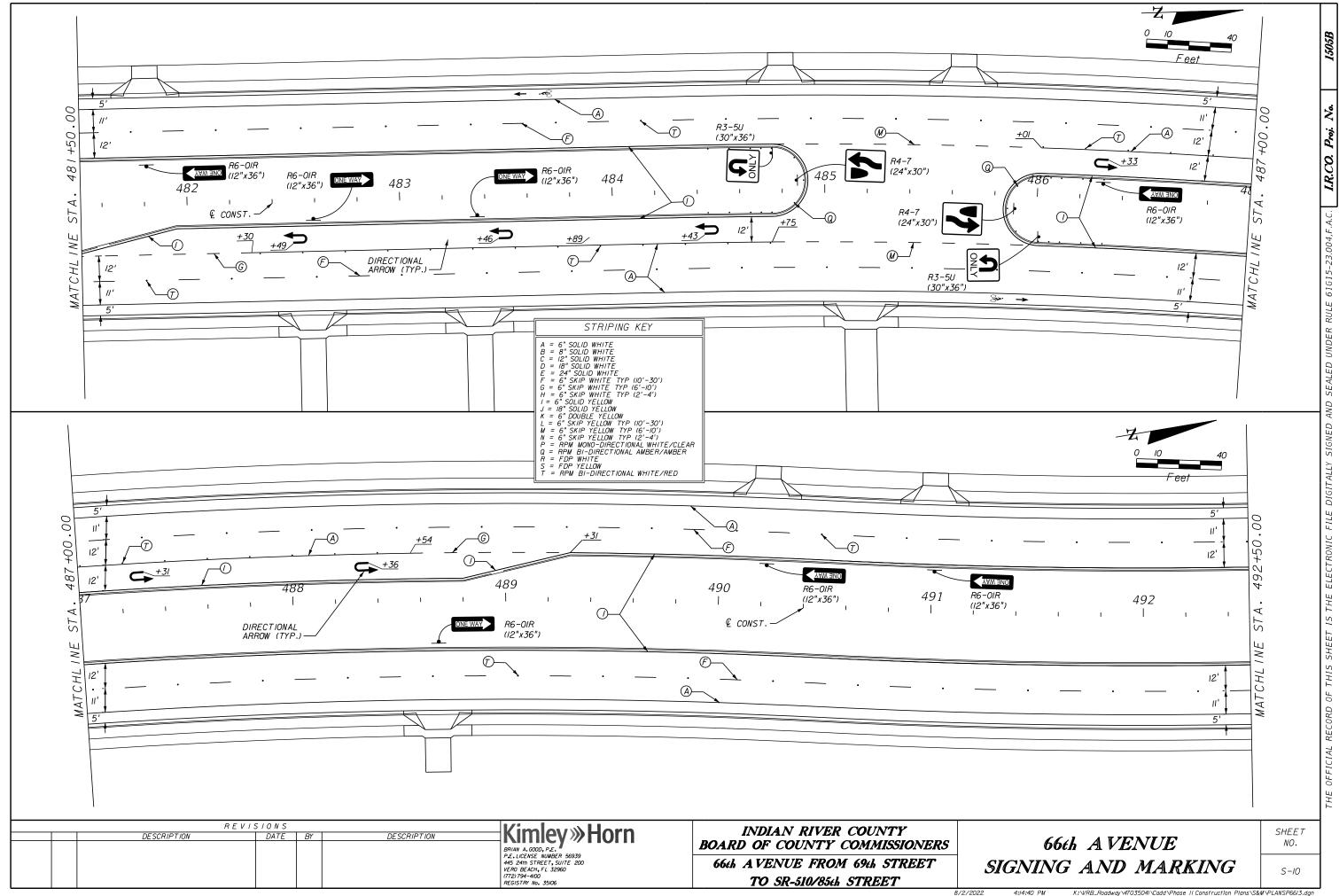
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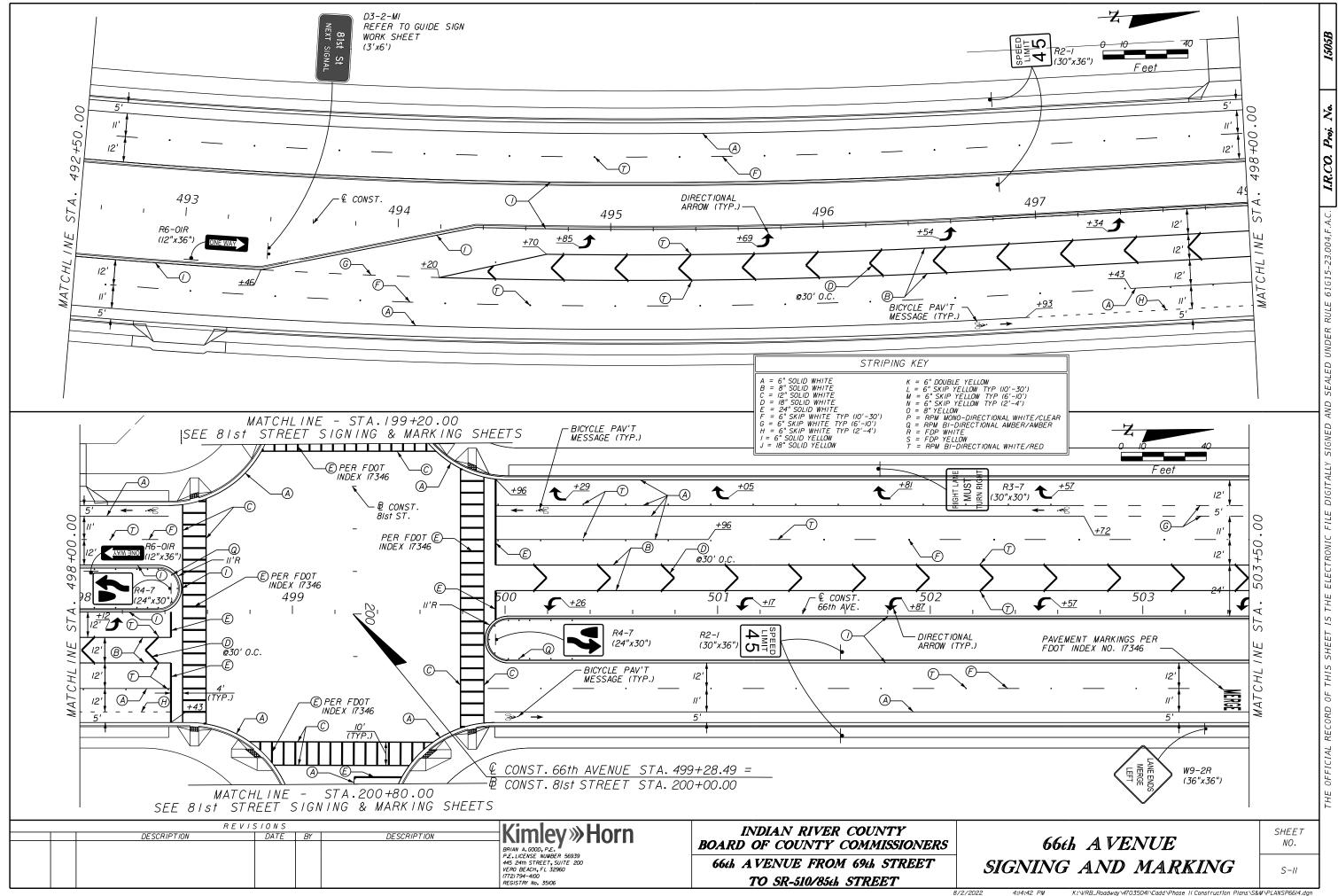
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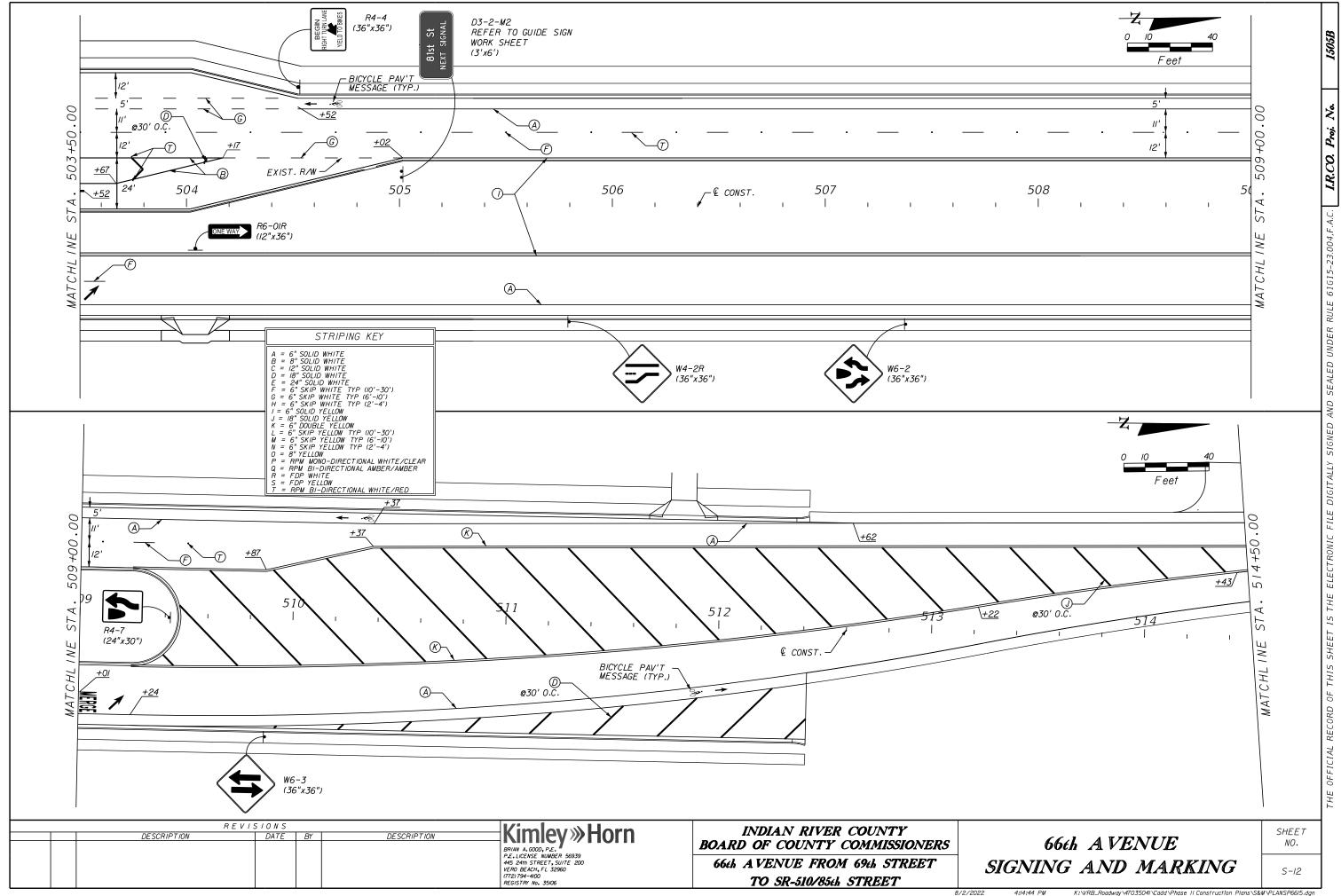


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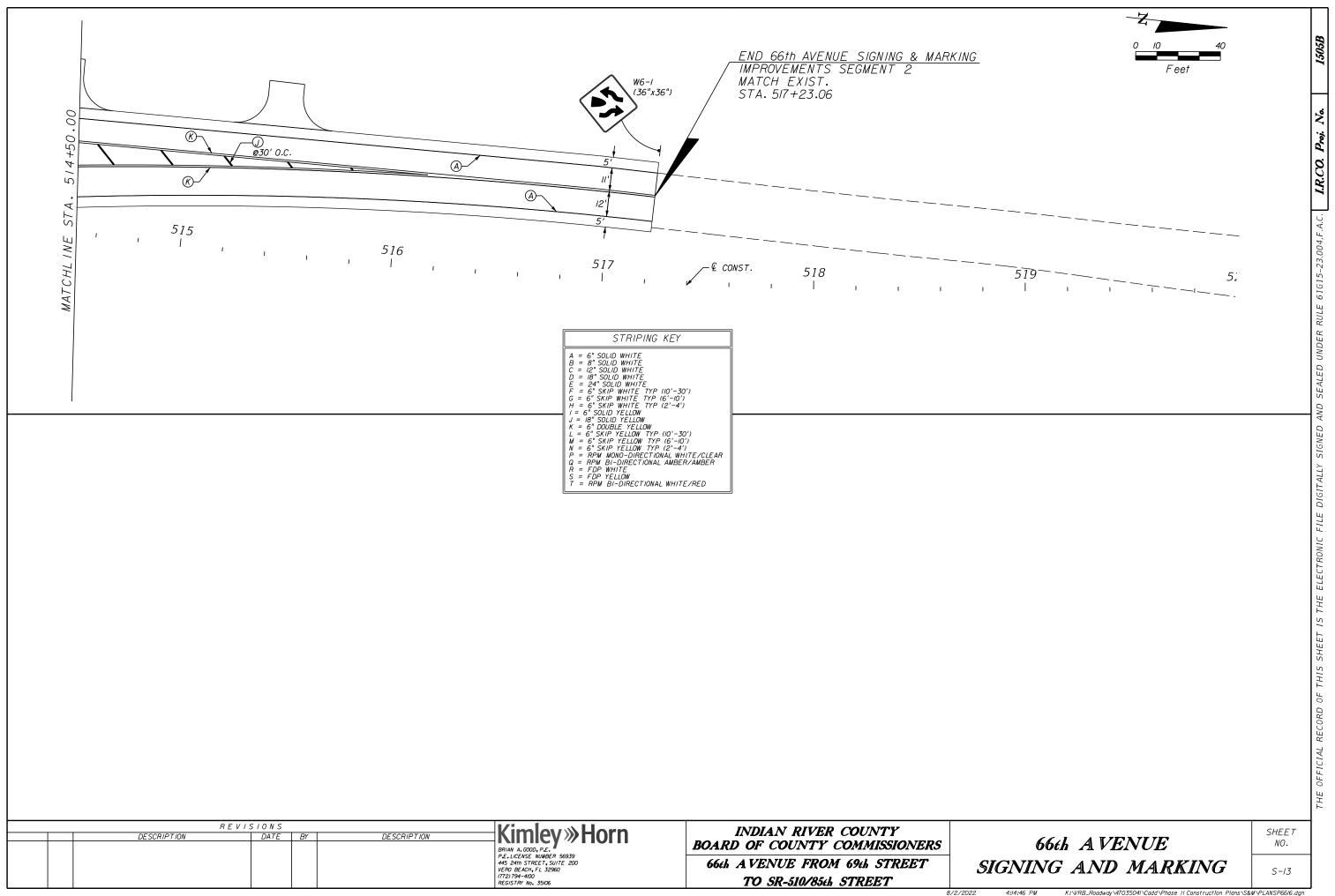


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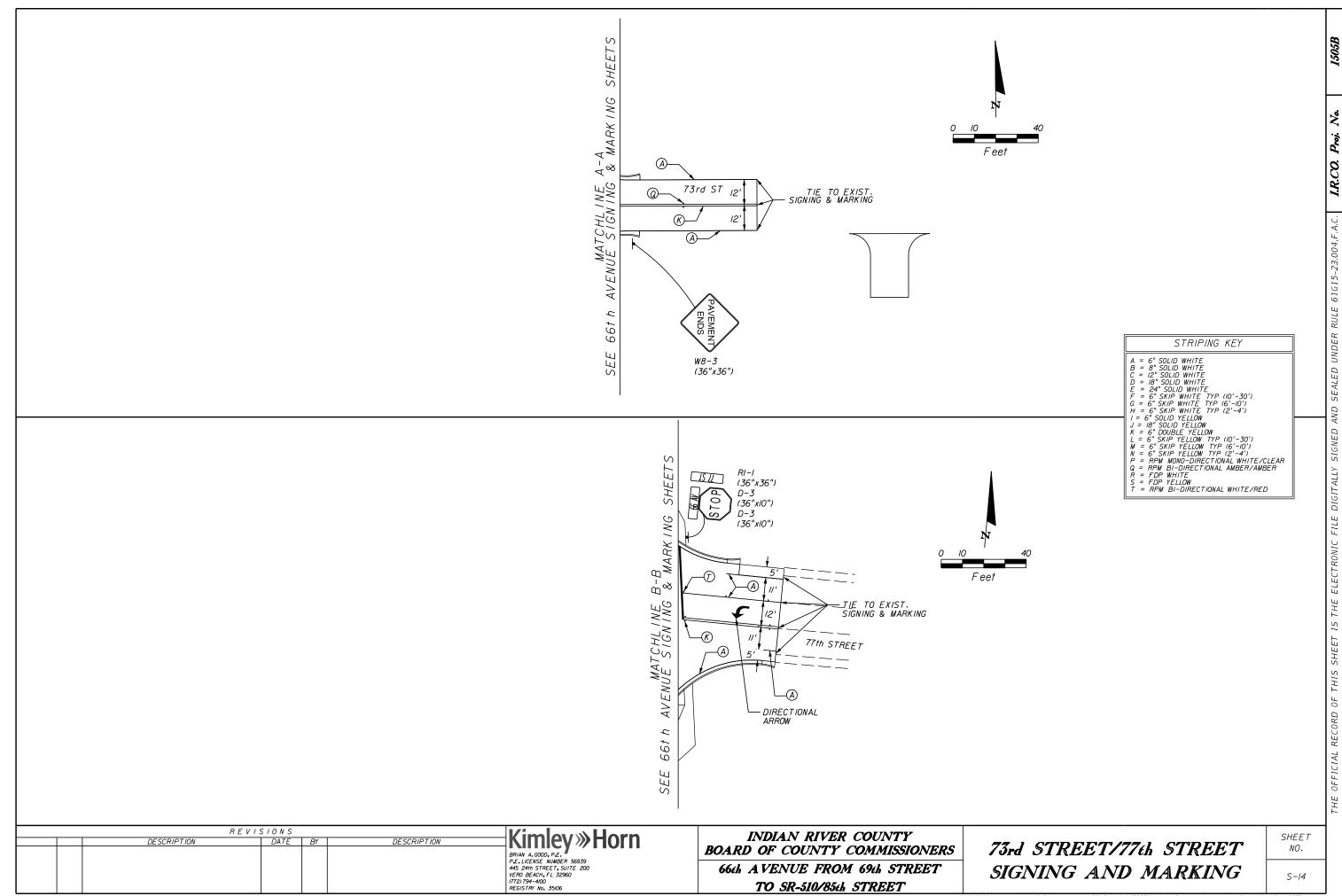
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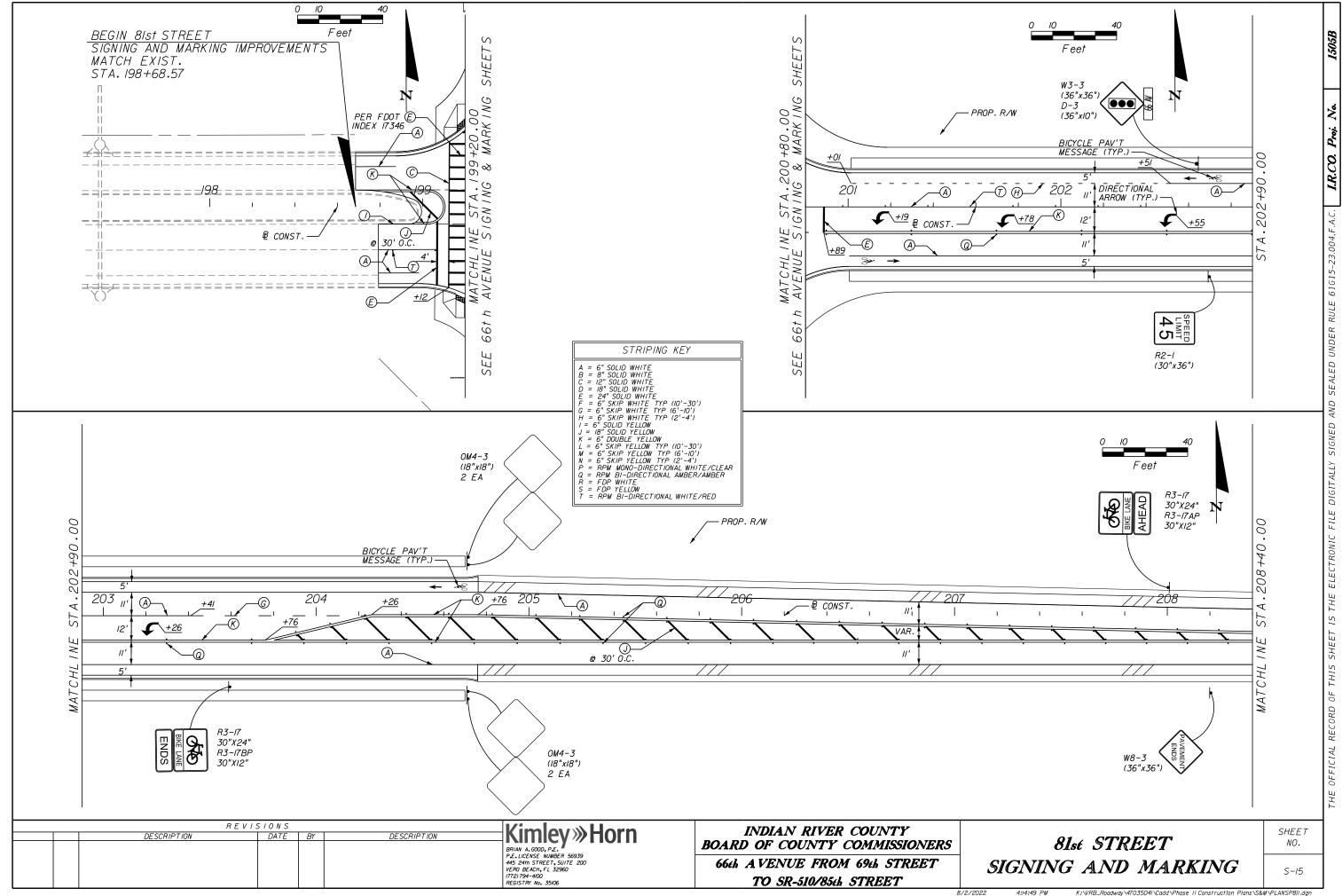


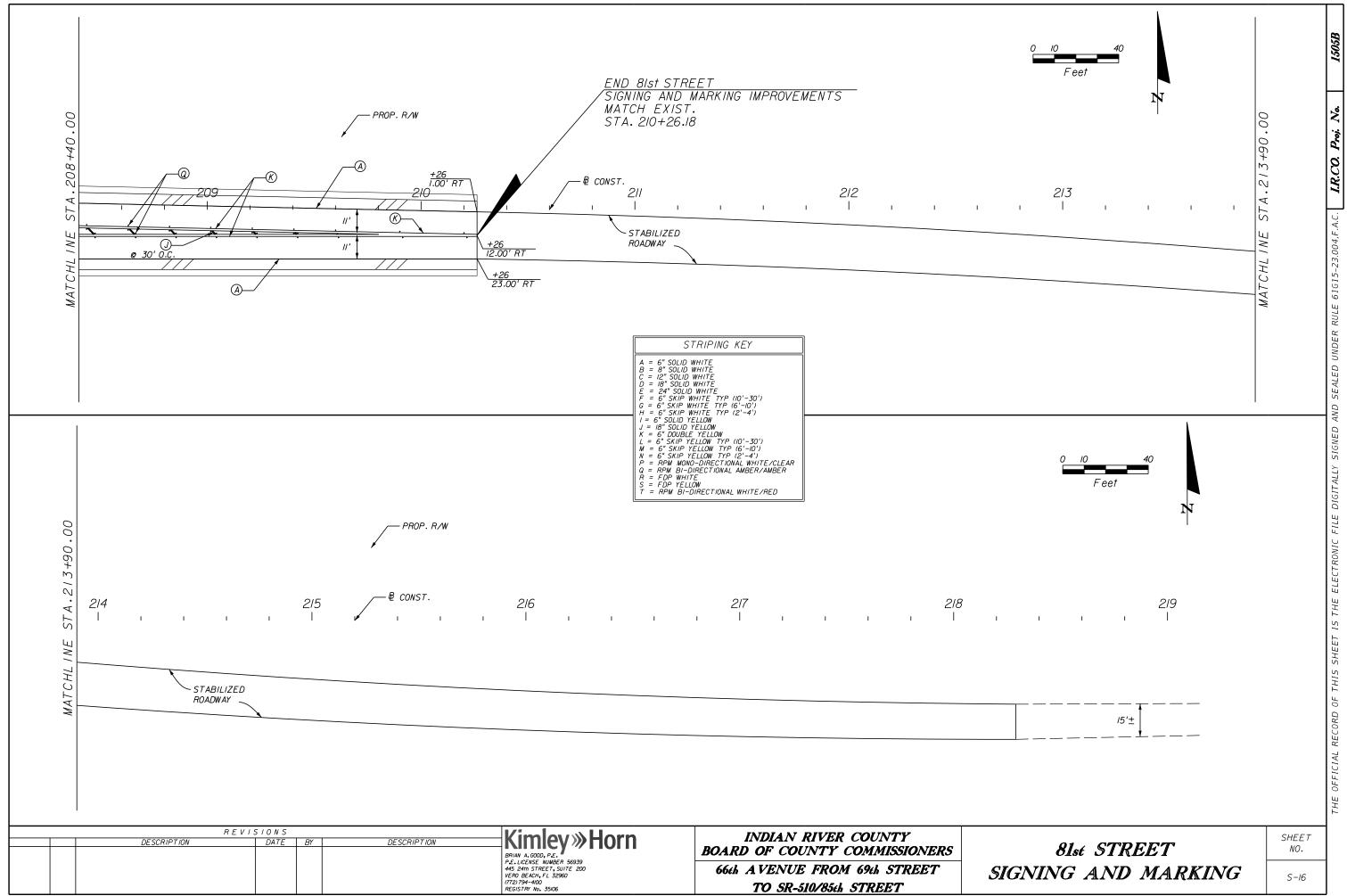
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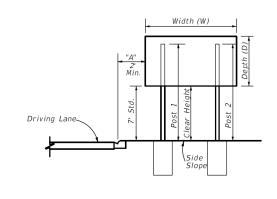
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SIGN NO. OF EDGE OF COLUMN SIZE	AVERAGE																	
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							Style: AL			ssi								
					R=6" TH=I"									٨	OTES:			
SIGN NO. OF EDGE OF COLUMN SIZE NO. POSTS CLEARANCE	AVERAGE LENGTH				BORDE	R 10.2"		51.6"	- - 10	2"				ł	FOUNDAT	ION DEP	TH SHALL BE	6'-6"
										7.75	<i>II</i>			2' - 0"			6' - 0" X 3' - 0"	
					Ч		IEXT	SIG	NAL	6.5' 6"D				2' - 0''	493+40	D3-2-M1	6' - 0'' X 3' - 0''	FLAT
					"U-', E		815	st S	5t	8"D				(MIN.)	, 			
COLOR Green SYMBOL(S) ANGLE X Y W	ID HT					T		•		7.75	<i>n</i>			TO EDGE O SIGN ("A"XF		NO.	(W x D) (FT)	SLOPE (RISE : RUN
LEGEND White COLOR White							e	5'-0"						CLEARANCE FROM EDGE TRAVELED W	OF STATION	SIGN	SIGN SIZE	SIDE
WIDTH 6'-0" WIDTH /" HEIGHT 3'-0" RADII 6"																		
PANEL BORDER	none																	
SIGN NAME BIST QTY 2 SIGN S	TATION(S)																	

		-				-
CLEARANCE FROM EDGE OF TRAVELED WAY TO EDGE OF SIGN ("A"XFT) (MIN.)	STATION OR M.P.	SIGN NO.	SIGN SIZE (W x D) (FT)	SIDE SLOPE (RISE : RUN)	CLEAR HEIGHT (FT)	NO. OF POSTS
2' - 0"	493+40	D3-2-M1	6' - 0" X 3' - 0"	FLAT	7'	2
2' - 0"	505+00	D3-2-M2	6' - 0" X 3' - 0"	FLAT	7'	2

- DEPTH SHALL BE 6'-6"
- TIONAL DETAILS AND NOTES SEE STANDARD INDEX NO. 11200 AND 17302.
- EIGHT IS THE DISTANCE BETWEEN THE BOTTOM OF THE MAIN SIGN PANEL GROUND AT THE CENTER OF THE MAIN SIGN PANEL.
- BE THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LENGTH OF THE PORTS IN THE FIELD PRIOR TO FABRICATION.
- LENGTH OF POSTS COLUMN IS APPLICABLE TO STEEL POST AND ALUMINUM BEAMS.
- IONS WHERE MULTI-POST SIGNS ARE BEING INSTALLED OVER PROPOSED DRAINAGE PIPES TRACTOR SHALL PLACE THE ASSEMBLY POST EITHER SIDE OF THE PIPE SO THAT THE SIGN DAMAGING THE PROPOSED PIPE.



TYPICAL SECTIONS FOR PLACEMENT OF MULTI-COLUMN SIGNS N.T.S.

AVERAGE LENGTH OF POSTS (FT)	STEEL POSTS	ALUMINUM BEAMS	AVERAGE LENGTH OF POSTS AND FOOTING (FT)	U-CHANNEL POSTS	SQUARE STEEL TUBES
9.66'	W 6X12	-	-	-	-
9.66'	W 6X12	-	-	-	-

505B

Proj.

I.R.CO.

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UNDER

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S THE PIPE. THE CONTRACTOR SHALL EXERCISE CAUTION IN THE THESE SITUATIONS IN ORDER

SHEET NO.	

S-17



Kimley »Horn PROJECT: 66TH AVENUE ROADWAY PHASE II WIDENING - 69TH STREET TO 85TH STREET CLIENT: INDIAN RIVER COUNTY

PROJECT #: 47035041

Wednesday, October 6, 2021

OPINION OF PROBABLE CONSTRUCTION COSTS - 90% Submittal Roadway, Drainage, Landscape and Signalization

"The Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinion of probable costs."

PAY	DESCRIPTION	UNIT	PROJECT	UNIT	PROJECT
ITEM NO.		onn	QUANTITY	COST	COST
	ROADWAY PAY ITEMS				
101-1	MOBILIZATION/ DEMOBILIZATION	LS	1	\$950,000	\$950,000
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$650,000	\$650,000
102-14	TRAFFIC CONTROL OFFICER (OFF DUTY LAW ENFORCEMENT)	PH	500	\$75.00	\$37,500
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	\$150,000	\$150,000
110-1-1	CLEARING & GRUBBING	LS	1	\$525,000	\$525,000
110-7-1	MAILBOX F & I	EA	27	\$175	\$4,725
120-1	REGULAR EXCAVATION	CY	257,033	\$4.25	\$1,092,390
120-4	SUBSOIL EXCAVATION	CY	1,322	\$30.00	\$39,660
120-6	EMBANKMENT	CY	53,319	\$10.00	\$533,190
160-4	TYPE "B" STABILIZATION	SY	88,177	\$5.00	\$440,885
285-709	CEMENTED COQUINA (LBR 100) (10")	SY	73,855	\$14.75	\$1,089,361
286-1	TURNOUT CONSTRUCTION	SY	935	\$225	\$210,375
334-1-13	SUPERPAVE ASPHALT CONCRETE (SP-12.5) (TRAFFIC C) (2.0")	TN	8,694	\$115	\$999,810
337-7-82	ASPHALTIC CONCRETE FRICTION COURSE (FC-9.5) (TRAFFIC C) (1.0")	TN	4,347	\$135	\$586,845
400-1-2	CLASS I CONCRETE (ENDWALL)	CY	3.3	\$1,700	\$5,610
400-2-2	CLASS II CONCRETE (ENDWALL)	CY	28.1	\$2,225	\$62,523
415-1-1	REINFORCING STEEL (ROADWAY)	LB	2,073	\$2.25	\$4,664
425-1-351	INLETS (CURB) (TYPE P-5) (<10')	EA	10	\$5,200	\$52,000
425-1-355	INLETS (CURB) (TYPE P-5) (PARTIAL)	EA	1	\$3,800	\$3,800
425-1-361	INLETS (CURB) (TYPE P-6) (<10')	EA	21	\$5,750	\$120,750
425-1-451	INLETS (CURB) (TYPE J-5) (<10')	EA	2	\$8,200	\$16,400
425-1-452	INLETS (CURB) (TYPE J-5) (>10')	EA	1	\$10,300	\$10,300
425-1-461	INLETS (CURB) (TYPE J-6) (<10')	EA	3	\$8,800	\$26,400
425-1-462	INLETS (CURB) (TYPE J-6) (>10')	EA	2	\$10,800	\$21,600
425-1-521	INLETS (DT BOT) (TYPE C) (<10')	EA	4	\$3,500	\$14,000
425-1-541	INLETS (DT BOT) (TYPE D) (<10')	EA	1	\$6,200	\$6,200
425-1-559	INLETS (DT BOT) (TYPE E) (>10') (CONTROL STRUCTURE)	EA	2	\$12,000	\$24,000
425-1-582	INLETS (DT BOT) (TYPE H, 4-GRATE) (>10') (CONTROL STRUCTURE)	EA	1	\$17,500	\$17,500
425-2-61	MANHOLES (P-8) (<10')	EA	1	\$5,750	\$5,750
425-2-71	MANHOLES (J-7) (<10')	EA	5	\$7,500	\$37,500
425-2-72	MANHOLES (J-7) (>10')	EA	2	\$8,500	\$17,000
430-175-118	PIPE CULVERT (RCP) (ROUND) (18" SS)	LF	2,113	\$85.00	\$179,605
430-175-118A	PIPE CULVERT (C.A.P.) (ROUND) (18" SS)	LF	122	\$100	\$12,200
430-175-118B	PIPE CULVERT (P.P.) (ROUND) (18" SS)	LF	320	\$70.00	\$22,400
430-175-124	PIPE CULVERT (RCP) (ROUND) (24" SS)	LF	2,339	\$100	\$233,900
430-175-124B	PIPE CULVERT (P.P.) (ROUND) (24" SS)	LF	225	\$115	\$25,875
430-175-130	PIPE CULVERT (RCP) (ROUND) (30" SS)	LF	1,236	\$125	\$154,500
430-175-130A	PIPE CULVERT (C.A.P.) (ROUND) (30" SS)	LF	20	\$140	\$2,800
430-175-130B	PIPE CULVERT (P.P.) (ROUND) (30" SS)	LF	48	\$110	\$5,280
430-175-136	PIPE CULVERT (RCP) (ROUND) (36" SS)	LF	1,192	\$145	\$172,840
430-175-136B	PIPE CULVERT (P.P.) (ROUND) (36" SS)	LF	100	\$120	\$12,000
430-175-142	PIPE CULVERT (RCP) (ROUND) (42" SS)	LF	91	\$225	\$20,475
430-175-142B	PIPE CULVERT (P.P.) (ROUND) (42" SS)	LF	110	\$210	\$23,100

Kimley »Horn PROJECT: 66TH AVENUE ROADWAY PHASE II WIDENING - 69TH STREET TO 85TH STREET CLIENT: INDIAN RIVER COUNTY

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Wednesday, October 6, 2021

OPINION OF PROBABLE CONSTRUCTION COSTS - 90% Submittal Roadway, Drainage, Landscape and Signalization

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PAY	DESCRIPTION	UNIT	PROJECT	UNIT	PROJECT
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	COST	COST
	ROADWAY PAY ITEMS				
430-175-160	PIPE CULVERT (RCP) (ROUND) (60" SS)	LF	2,608	\$510	\$1,330,080
430-175-160A	PIPE CULVERT (C.A.P.) (ROUND) (60" SS)	LF	80	\$490	\$39,200
430-175-166	PIPE CULVERT (RCP) (ROUND) (66" SS)	LF	48	\$540	\$25,920
430-175-172	PIPE CULVERT (RCP) (ROUND) (72" SS)	LF	132	\$875	\$115,500
430-175-248	PIPE CULVERT (ERCP) (38" X 60" SS)	LF	86	\$645	\$55,470
430-982-125	MITERED END SECTION (CONC.) (18" CD) (4:1)	EA	10	\$1,450	\$14,500
430-982-129	MITERED END SECTION (CONC.) (24" CD) (4:1)	EA	3	\$1,650	\$4,950
430-984-133	MITERED END SECTION (CONC.) (30" SD) (2:1)	EA	3	\$1,800	\$5,400
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	19,211	\$17.50	\$336,193
520-1-11	CONCRETE CURB & GUTTER (TYPE F) (MOD.)	LF	14,900	\$17.50	\$260,750
522-2	CONCRETE SIDEWALK & DRIVEWAY , 6" THICK	SY	10,711	\$50.00	\$535,550
527-2	DETECTABLE WARNINGS	SF	190	\$30.00	\$5,700
530-3-4	RIPRAP, RUBBLE (F&I) (DITCH LINING)	TN	555	\$130	\$72,150
550-10-222	FENCING (TYPE B) (6.0') (WITH VINYL COATING)	LF	2,983	\$22.00	\$65,626
550-60-225	FENCE GATE (TYPE B) (DOUBLE) (24.0' OPENING)	EA	3	\$3,200	\$9,600
570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	60,000	\$3.25	\$195,000
630-2-11A	CONDUIT (OPEN TRENCH) (F&I) (2")	LF	7,893	\$9.50	\$74,984
635-2-12	PULL AND SPLICE BOX (F&I) (17"X30") (PULL BOX)	EA	11	\$1,000	\$11,000
635-2-13	PULL AND SPLICE BOX (F&I) (30"X48") (SLACK BOX)	EA	9	\$1,500	\$13,500
999-1	RECORD DRAWINGS	LS	1	\$25,000	\$25,000
		ROADW	AY SUB-TOTAL =		\$11,816,785
	SIGNING AND PAVEMENT MARKING PAY ITEMS				
700-1-11	SINGLE POST SIGN (FURNISH & INSTALL) (LESS THAN 12 SF)	AS	65	\$350	\$22,750
700-1-12	SINGLE POST SIGN (FURNISH & INSTALL) (12-20 SF)	AS	3	\$2,000	\$6,000
700-2-12	MULTI-POST SIGN (FUNISHED & INSTALLED) (12-20 SF)	AS	2	\$2,750	\$5,500
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	969	\$4.50	\$4,361
711-11-121	THERMOPLASTIC, STD, WHITE, SOLID, 6"	LF	20,019	\$1.50	\$30,029
711-11-122	THERMOPLASTIC, STD, WHITE, SOLID, 8"	LF	5,194	\$1.75	\$9,090
711-11-123	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	1,149	\$2.75	\$3,160
711-11-124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF	1,568	\$4.00	\$6,272
711-11-125	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	248	\$5.50	\$1,364
711-11-131	THERMOPLASTIC, STD, WHITE, SKIP (10'-30'), 6"	LF	14,715	\$1.50	\$22,073
711-11-141	THERMOPLASTIC, STD, WHITE, SKIP (2'-4' / 6'-10'), 6"	LF	2,274	\$1.50	\$3,411
711-11-160	THERMOPLASTIC, STD, WHITE, MESSAGE	EA	28	\$150	\$4,200
711-11-170	THERMOPLASTIC, STD, WHITE, ARROW	EA	77	\$115	\$8,855
711-11-221	THERMOPLASTIC, STD, YELLOW, SOLID 6"	LF	20,799	\$1.50	\$31,199
711-11-224	THERMOPLASTIC, STD, YELLOW, SOLID 18"	LF	1,338	\$4.00	\$5,352
711-11-241	THERMOPLASTIC, STD, YELLOW, SKIP (2'-4' / 6'-10'), 6"	LF	1,036	\$1.50	\$1,554
		SIGNING	AND PAVEMENT MARKING	SUB-TOTAL =	\$165,167

Kimley »Horn PROJECT: 66TH AVENUE ROADWAY PHASE II WIDENING - 69TH STREET TO 85TH STREET CLIENT: INDIAN RIVER COUNTY Wadneddy: October 6, 2021

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Wednesday, October 6, 2021

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PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	LANDSCAPE PAY ITEMS				
570-1-2B	PERFORMANCE TURF (SOD) (ST AUGUSTINE 'FLORATAM')	SY	16,606	\$5.00	\$83,030
580-1-1	LANDSCAPE (SMALL PLANTS)	LS	1	\$100,000	\$100,000
580-1-2	LANDSCAPE (LARGE PLANTS)	LS	1	\$150,000	\$150,000
580-12-10	FLORA-MULCH (3" DEPTH)	CY	700	\$50.00	\$35,000
162-1-3	PREPARED SOIL LAYER (SPECIAL DEPTH)	CY	950	\$40.00	\$38,000
590-70	IRRIGATION COMPLETE	LS	1	\$45.00	\$45
		LANDSCAPE SUB-TOTAL			\$406,075

SIGNALIZATION PAY ITEMS					
630-1-11C	CONDUIT (SIGNAL) (F & I) (OPEN TRENCH)	LF	235	\$17.50	\$4,113
630-1-12	CONDUIT (SIGNAL) (F & I) (DIRECTIONAL BORE)	LF	1,845	\$30.00	\$55,350
632-7-1	CABLE (SIGNAL) (F & I)	PI	1	\$5,600	\$5,600
632-7-6	SIGNAL CABLE (REMOVE - INTERSECTION)	PI	1	\$715	\$715
635-1-11	PULL BOX (F & I) (TRAFFIC SIGNAL)	EA	13	\$550	\$7,150
639-1-610	ELECTRICAL POWER SERVICE (REMOVE - OVERHEAD)	AS	1	\$495	\$495
639-1-111	ELECTRICAL POWER SERVICE (SIGNAL) (ABOVE GROUND) (METER PURCHASED BY CONTRACTOR)	AS	1	\$1,750	\$1,750
639-2-1	ELECTRICAL SERVICE WIRE (F & I)	LS	1	\$500	\$500
639-3-11	ELECTRICAL SERVICE DISCONNECT (F & I) (POLE MOUNTED)	EA	1	\$750	\$750
641-2-12	PRESTRESSED CONC. POLE (F & I) (TYPE P-II SERVICE POLE)	EA	1	\$1,700	\$1,700
641-2-80	PRESTRESSED CONC. POLE (COMPLETE POLE REMOVAL)	EA	2	\$1,300	\$2,600
646-1-11	ALUMINUM SIGNALS POLE (PEDESTAL)	EA	6	\$900	\$5,400
646-1-40	ALUMINUM SIGNALS POLE (REMOVE)	EA	2	\$1,000	\$2,000
649-31-107	MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/ LUMINAIRE) (ARM LENGTH 46')	EA	1	\$32,000	\$32,000
649-31-108	MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/ LUMINAIRE) (ARM LENGTH 60')	EA	1	\$37,500	\$37,500
649-31-109	MAST ARM (F & I) (WIND SPEED 150 W/O BACKPLATES) (W/ LUMINAIRE) (ARM LENGTH 70.5')	EA	2	\$44,000	\$88,000
650-1-14	TRAFFIC SIGNAL (F & I) (POLYCARBONATE) (3-SECTION) (1-WAY)	AS	5	\$1,000	\$5,000

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PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	SIGNALIZATION PAY ITEMS				
650-1-16	TRAFFIC SIGNAL (F & I) (POLYCABONATE) (4-SECTION) (1-WAY)	AS	2	\$1,200	\$2,400
650-1-18	TRAFFIC SIGNAL (F & I) (POLYCABONATE) (5-SECTION) (1-WAY) (STRAIGHT)	AS	3	\$1,400	\$4,200
653-1-11	PEDESTRIAN SIGNAL (F & I) (LED-COUNTDOWN) (1-WAY)	AS	8	\$700	\$5,600
665-1-11	PEDESTRIAN DETECTOR (F & I) (STANDARD)	AS	8	\$175	\$1,400
660-4-11	VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (CABINET EQUIPMENT)	EA	1	\$8,200	\$8,200
660-4-12	VEHICLE DETECTION SYSTEM (F & I) (VIDEO) (ABOVE GROUND EQUIPMENT)	EA	4	\$4,500	\$18,000
670-5-111	TRAFFIC CONTROLLER ASSEMBLY (F & I) (NEMA) (TYPE 5) (ONE PREEMPTION PLAN)	AS	1	\$30,000	\$30,000
670-5-600	TRAFFIC CONTROLLER ASSEMBLY (REMOVE CONTROLLER WITH CABINET)	AS	1	\$400	\$400
682-1-133	ITS CCTV (F &I) (DOME ENCLOSURE - NON-PRESSURIZED) (IP) (HD)	EA	1	\$5,200	\$5,200
684-1-1	MANAGED FIELD ETHERNET SWITCH (F & I)	EA	1	\$1,500	\$1,500
685-1-14	UNINTERRUPTIBLE POWER SUPPLY (F & I) (LINE INTERACTIVE)	EA	1	\$6,750	\$6,750
700-3-201	SIGN PANEL (F & I) (OVERHEAD MOUNT, <12 SF)	EA	4	\$550	\$2,200
700-5-22	INTERNALLY ILLUMINATED SIGN (F & I) (OVERHEAD MOUNT, <12 SF)	EA	4	\$3,200	\$12,800
715-1-11	LIGHTING CONDUCTORS (F & I) (INSULATED, No. 10 OR <)	LF	5,742	\$2.25	\$12,920
		SIGNALIZ	ATION SUB-TOTAL =		\$362,192
		ROADWAY SUB-TOTAL = SIGNING AND PAVEMENT MARKING SUB-TOTAL =		\$11,816,785	
				UB-TOTAL =	\$165,167
		LANDSCAPE SUB-TOTAL			\$406,075
		SIGNALIZ	ATION SUB-TOTAL =		\$362,192

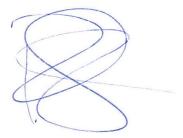
GRAND TOTAL =

CONTINGENCY =

PROJECT TOTAL =

Pay Item Footnote:

- OPC does not include cost associated with right-of-way acquisition.
 OPC does not include cost associated with relocation of existing utilities within the corridor



10%

\$12,750,220

\$1,275,022

\$14,025,242