CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

ELEVATION OF THE HISTORIC RESIDENCE AT JONES' PIER CONSERVATION AREA

BID NO. 2022015

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

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KEVIN KIRWIN, DIRECTOR OF PARKS & RECREATION

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SECTION 00100 – Advertisement for Bids

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 Tuesday, March 9, 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 **" Elevation of the Historic Residence at the Jones' Pier Conservation Area** and **Bid No. 2022015"**. 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 BID NO. 2022015

PROJECT DESCRIPTION: Elevation and stabilization of the historic residence at the Jones' Pier Conservation Area located at 7770 Jungle Trail, Vero Beach, FL 32963.

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: www.demandstar.com or at www.ircgov.com/departments/budget/purchasing 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 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 **ninety (90)** 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 **Wednesday, February 16, 2022 at 9:30 A.M.**, AT THE Jones' Pier Conservation Area located at 7770 Jungle Trail, Vero beach, FL 32963. No bidder arriving after the meeting has started will be allowed to sign in.

INDIAN RIVER COUNTY

By: Jennifer Hyde
Purchasing Manager

For Publication in the Indian River Press Journal – Bids and Proposals
Date: Wednesday, February 10, 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 * ***

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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 Parks and Recreation Director 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 hold a current registration as a General Contractor in the State of Florida.

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**.**

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 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 (purchasing@ircgov.com 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 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 NON-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 not required, but are highly encouraged, 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 CONE OF SILENCE. 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 (purchasing@ircgov.com) in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or 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 Any 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.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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 the bid form). **Bids not submitted on the bid form(s) shall be rejected, as will bids submitted on rewritten or recreated 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 vice-president 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.

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

F. Certification Regarding Lobbying

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.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and 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 ork 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 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
Certification Regarding Lobbying	00462

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

*** * END OF SECTION * ***

SECTION 00310 – Bid Form

PROJECT IDENTIFICATION:

Project Name:	**Elevation of the Historic Residence at Jones' Pier Conservation Area**
Bid Number:	**2022015**
Project Address:	**7770 Jungle Trail**
	Vero Beach, FL 32963
Project Description:	***The project includes the elevation and stabilization of the historic residence at the Jones' Pier Conservation Area***

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.

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.

[The remainder of page intentionally left blank]

ITEMIZED BID SCHEDULE

PROJECT NAME: JONES' PIER HISTORIC HOUSE ELEVATION

BID NO. 2022015

BIDDER'S NAME:_____

Item No.	Description	Unit	Unit Price	Quantity	Amount
101-1	MOBILIZATION/DEMOBILIZATION	LS	$	1	$
102-1	MAINTENANCE OF TRAFFIC	LS	$	1	$
104-2	PREVENTION, CONTROL & ABATEMENT OF EROSION & WATER POLLUTION	LS	$	1	$
110-1-1	CLEARING & GRUBBING	LS	$	1	$
120-4	SUBSOIL EXCAVATION	CY	$	1	$
120-6	EMBANKMENT	CY	$	759	$
522-2	CONCRETE SIDEWALK (6" Thick, Fiber Reinforced, 3000psi)	SY	$	16	$
570-1-2	PERFORMANCE TURF (SOD)(BAHIA)	SY	$	1,030	$
IRC-1	REMOVAL OF LARGE TREE TRUNK	LS	$	1	$
IRC-2	VIDEO AND PHOTOGRAPHY	LS	$	1	$
IRC-3	BRACING, LIFTING, SHORING, SETTING	LS	$	1	$
IRC-4	6" STABILIZED SUBGRADE (WAKING PATH & CONCRETE AREAS)	SY	$	32	$
IRC-5	4' MARL WALKING PATH	SY	$	23	$
IRC-6	REINFORCED CONCRETE FOOTERS	EA	$	50	$
IRC-7	REINFORCED MASONRY/CONCRETE STAIRS	EA	$	1	$
IRC-8	REINFORCED MASONRY PIERS W/CONNECTORS	EA	$	42	$
IRC-9	HANDRAILS	LS	$	1	$
IRC-10	LUMBER W/CONNECTORS	LS	$	1	$
IRC-11	GUARDRAIL SYSTEM & DECKING	LS	$	1	$
IRC-12	PVC LATTICE SYSTEM, LUMBER NAILERS, FASTENERS	LS	$	1	$
IRC-13	REMOVAL, STORGAE & PUT-BACK OF EXISTING WINDOWS	LS	$	1	$
999-1	CONSTRUCTION LAYOUT/ RECORD DRAWINGS	LS	$	1	$
	JONES' PIER HISTORIC HOUSE ELEVATION			**SUB TOTAL**	$
999-25	**FORCE ACCOUNT**				**$20,000.00**
	TOTAL BID AMOUNT (INCLUDING FORCE ACCOUNT)			**TOTAL**	**$**

LS=Lump Sum EA=Each PI=Per Intersection AS=Assembly SF= Square Foot SY=Square Yard GAL=Gallon LF=Linear Foot CY=Cubic Yard TN=TON

NOTE: BID ITEMS IRC-1 THROUGH IRC-13 INCLUDE WORK DETAILED ON PROJECT PLANS ONLY

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

H. Certification Regarding Lobbying

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___.

State Contractor License No. _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)
Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____
Email: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____
_____
Phone No.: _____ FAX No.: _____
Email: _____

A Corporation

Corporation Name: _____ (SEAL)
State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability):_____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)
Attest _____
(Signature of Corporate Secretary)

Business address: _____
_____
Phone No.: _____ FAX No.: _____
Email: _____

Date of Qualification to do business is _____.

A Joint Venture

Joint Venture Name: _____ (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____
_____

Phone No.: _____ FAX 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 * ***

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

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. **2022015**

   For Elevation of the Historic Residence at the Jones' Pier Conservation Area

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.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

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

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

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____20____, by _____ (name of person making statement).

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

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

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 Bid No. 2022015 for the **elevation of the historic residence at the Jones' Pier Conservation Area**

2. This Sworn Statement is submitted by _____
(Legal Name of Entity Submitting Sworn Statement)
_____, hereinafter "BIDDER". The BIDDER's address is _____.
BIDDER's Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the BIDDER
(Print Name of Individual Signing)
is _____.
(Position or Title)
I certify, through my signature at the end of this Sworn Statement, that I am an authorized representative of the BIDDER.

4. The Trench Safety Standards that will be in effect during the construction of this Project are contained within the Trench Safety Act, Section 553.60 et.seq. Florida Statutes and refer to the applicable Florida 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: _____

By: _____

Position or Title: _____
Date: _____

STATE OF _____

COUNTY OF _____

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

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

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

*** * END OF SECTION * ***

SECTION 00456 – QUALIFICATIONS QUESTIONNAIRE

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

Documentation Submitted with Bid No.: 2022015

Project Name: Elevation of the Historic Residence at the Jones' Pier Conservation Area

1. Bidder's Name / Address: _____
   _____

2. Bidder's Telephone & FAX Numbers: _____
   _____

3. Licensing and Corporate Status:
   a. Is Contractor License current? _____
   b. Bidder's Contractor License No: _____
      [Attach a copy of Contractor's License to the bid]
   c. Attach documentation from the State of Florida Division of Corporations that indicates the business entity's status is active and that lists the names and titles of all officers.

4. Number of years the firm has performed business as a Contractor in construction work of 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: _____

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. Subcontractors must be properly licensed and hold a valid Certificate of Competency.

Documentation Submitted with Bid No. **2022015** for **Elevation of the historic residence at the Jones' Pier Conservation Area**

	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, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

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

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

Name of Respondent:_____

By:_____
(Authorized Signature)

Title:_____

Date:_____

SECTION 00462 - CERTIFICATION REGARDING LOBBYING

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

BOARD OF COUNTY COMMISSIONERS

Month xx, 2022 via Email

Company
Attn:
Address
Address
Email address

NOTICE OF AWARD

Reference: ***Indian River County Bid No. 2022015***
Project Name: ***Elevation of the Historic Residence at the Jones' Pier Conservation Area***

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

1. Public Construction Bond (unrecorded) in the amount of **100%** of the award amount **($.....)**.
2. Two Signed Copies of Enclosed Agreement.
3. Certificate of Insurance 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 Indian River County as additional insured** and must provide for a 30-day Notice of Cancellation.
4. W-9.

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: Parks and Recreation Department

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:

Elevation of historic single-family residence located at 7770 Jungle Trail, Vero Beach, FL 32963 one foot above the Base Flood Elevation.

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:	***Elevation of the Historic Residence at the Jones' Pier Conservation Area***
FM Number:	**N/A**
Bid Number:	**2022015**
Project Address:	**7770 Jungle Trail, Vero Beach, FL 32963**

ARTICLE 3 - ENGINEER

3.01 The Indian River County Parks and Recreation Division 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*

A. The Work will be substantially completed on or before the **90** 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 **120** 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 **$882.00** 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 **$882.00** 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 OWNER 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 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 and others in accordance with paragraph 6.20 (*Indemnification*) of the General Conditions to the Construction Contract.

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 (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining proof of E-Verify registration 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 00610-1 to 00610-3, inclusive);

4. Sample Certificate of Liability Insurance (page 00620-1);

5. Contractor's Application for Payment (pages 00622-1 to 00622-6 inclusive);

6. Certificate of Substantial Completion (pages 00630-1 to 00630-2, inclusive);

7. Contractor's Final Certification of the Work (pages 00632-1 to 00632-2, inclusive);

8. Professional Surveyor & Mapper's Certification as to Elevations and Locations of the Work (page 00634-1);

9. General Conditions (pages 00700-1 to 00700-37, inclusive);

10. Supplementary Conditions (pages 00800-i to 00800-12, inclusive);

11. Specifications as listed in Division 1 (General Requirements) and Division 2 (Technical Provisions);

12. Drawings consisting of a cover sheet and sheets numbered C1 through C12, inclusive, with each sheet bearing the following general title: Jones Pier Wetland Restoration and Conservation Improvements, Phase 1;

13. Addenda (if applicable _____);

14. Appendices to this Agreement (enumerated as follows):

Appendix 1 – Site Maps
Appendix 2 – HMGP Grant Contract
Appendix 3 – Mold, Lead & Asbestos Abatement Report
Appendix 4 – Project Plans
Appendix 5 - Subsurface Soil Exploration and Geotechnical Engineering Evaluation
Appendix 6 - IRC Building Department Permit Fee Schedule
Appendix 7 – MBV Phase 1 Construction Plans for the Jones' Pier Conservation Area
Appendix 8 - IRC Traffic Engineering Special Conditions for Right of Way Construction
Appendix 9 - IRC Fertilizer Ordinance

15. CONTRACTOR'S BID (pages 00310-1 to 00310-8, inclusive);

16. Bid Bond (page 00430-1);

17. Qualifications Questionnaire (page 00456-1 to 00456-3, inclusive);

18. List of Subcontractors (page 00458-1);

19. Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages 00452-1 to 00452-2, inclusive);

20. Sworn Statement Under the Florida Trench Safety Act (pages 00454-1 to 00454-2, inclusive);

21. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (page 00460-1);

22. Certification Regarding Lobbying (page 00462-1);

23. 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
publicrecords@ircgov.com
Indian River County Office of the County Attorney
1801 27th Street
Vero Beach, FL 32960

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

ARTICLE 11 – FEDERAL TERMS AND CONDITIONS

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

A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

C. Rights to Inventions Made Under a Contract or Agreement.
The terms of 37 CFR 401.14 shall apply if Contractor is a small business firm or nonprofit organization, and this agreement regards the substitution of parties, assignment or performance of experimental, developmental, or research work under a funding agreement..

D. Clean Air Act: [All over $150k]

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

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

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act: [All over $150k]

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

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

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Debarment and Suspension

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

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

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

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

H. Procurement of Recycled/Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

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

I. Access to Records: The following access to records requirements apply to this contract:

(1) The contractor agrees to provide OWNER, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

J. DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the

contract. The contractor will comply will all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

L. No Obligation by Federal Government:The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts: [All contracts] The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

N. AFFIRMATIVE STEPS: [required for all FEMA contracts] CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
(2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
(5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

[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 _____, 2022 (the date the Contract is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

INDIAN RIVER COUNTY

By: _____
Peter D. O'Bryan, Chairman

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk
(SEAL)

Designated Representative:
Name: Elizabeth Powell
Title: Assistant Director, Parks and Conservation Resources
5500 77th Street
Vero Beach, Florida 32967
(772) 226-1873
Facsimile: (772) 589-6119

CONTRACTOR:

_____

By: _____
(Contractor)

(CORPORATE SEAL)

Attest _____

Address for giving notices:
_____
_____
_____

License No. _____
(Where applicable)

Agent for service of process: _____

Designated Representative:
Name: _____
Title: _____
Address:
_____
_____
Phone: _____
Facsimile: _____
(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

*** * END OF SECTION * ***

SECTION 00550 - Notice to Proceed

Dated

TO:

_____
(BIDDER)

ADDRESS:

_____

_____

_____

Contract For:

Elevation of the historic residence at the Jones' Pier Conservation Area

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

FM No: **N/A**
IRC Bid No. **2022015**

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 **90** calendar days for Substantial Completion of this project and **120** 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)

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.

BOND NO: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

_____

CONTRACTOR PHONE NO: _____

SURETY COMPANY NAME: _____

SURETY PRINCIPAL BUSINESS ADDRESS: _____

_____

SURETY PHONE NO: _____

OWNER NAME: _____

OWNER ADDRESS: _____

_____

OWNER PHONE NO: _____

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

OBLIGEE ADDRESS: _____

_____

OBLIGEE PHONE NO: _____

BOND AMOUNT: _____

CONTRACT NO: _____
(If applicable)

DESCRIPTION OF WORK: _____

_____

PROJECT LOCATION: _____

_____

LEGAL DESCRIPTION: _____
(If applicable)

FRONT PAGE

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

PUBLIC CONSTRUCTION BOND

Bond No._____
(enter bond number)

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

THE CONDITION OF THIS BOND is that if Principal:

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

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

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

DATED ON _____,

_____
(Name of Principal)

By _____
(As Attorney in Fact)

_____
(Name of Surety)

SECTION 00620 - Sample Certificate of Liability Insurance

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, EXTEND 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 INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/D/YY)	LIMITS		
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE - ☐OCCUR ☐ ☐ ☐ ☐				EACH OCCURRENCE	$	1,000,000
					FIRE DAMAGE (Any One Fire)	$	50,000
					MED. EXP. (Any One Person)	$	5,000
					PERSONAL & ADV INJURY	$	1,000,000
					GENERAL AGGREGATE	$	1,000,000
					PRODUCTS – COMP/OP AGG.	$	1,000,000
						$	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ ☐				COMBINED SINGLE LIMIT (Ea. Occurrence)	$	1,000,000
					BODILY INJURY (Per Person)	$	
					BODILY INJURY (Per Accident)	$	
					PROPERTY DAMAGE	$	
	GARAGE LIABILITY ☐ ☐				AUTO ONLY – EA ACCIDENT	$	
					OTHER THAN EA ACC	$	
					AUTO ONLY AGG	$	
A	EXCESS LIABILITY ☐ ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE		
					AGGREGATE	$	
						$	
						$	
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				☐WC STATUTORY LIMITS		
					E.L. EACH ACCIDENT	$	100,000
					E.L. DISEASE – EA	$	500,000
					E.L. DISEASE-POLICY LIMIT	$	100,000
	OTHER: BUILDER'S RISK				FULL REPLACEMENT COST OF THE WORK		

DESCRIPTION OF OPERATIONS/LOCATIONS VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
ADDITIONAL INSURED: INDIAN RIVER COUNTY 1801 27TH STREET, VERO BEACH, FL 32960-3388		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SECTION 00622 - Contractor's Application for Payment
Elevation of the Historic Residence at the Jones' Pier Conservation Area

Application for Payment No. _____.
For Work Accomplished through the period of _____ through _____.

To: Indian River County (OWNER)
From: _____ (CONTRACTOR)

FM No.: N/A
Bid No.: 2022015

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):	
	5% of completed Work:	
	_____% of retainage:	$
	Total Retainage:	$
6.	Total completed and stored to date less retainage (4 minus 5):	$
7.	Less previous Application for Payments:	$
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 signed by an Officer of the Corporation)

_____
Print Name and Title

STATE OF _____

COUNTY OF _____

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

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

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

Please remit payment 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]

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: Elevation of the Historic Residence at the Jones' Pier Conservation Area
Bid No. 2022015
Payment Application No. _____

						WORK COMPLETED									
				SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS	BALANCE TO FINISH	
Item 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 TOTAL				TOTAL	0.00										

AMOUNT COMPLETED TO DATE	$0.00
MATERIALS STORED TO DATE	$0.00
SUB-TOTAL MATERIALS STORED AND COMPLETED TO DATE	$0.00
RETAINAGE AT 5%	$0.00
TOTAL COMPLETED AND STORED LESS RETAINAGE	$0.00
LESS PREVIOUS PAYMENT	$0.00
AMOUNT DUE CONTRACTOR	$0.00

SECTION 00630 - Certificate of Substantial Completion

Date of Issuance: _____, 20__

OWNER: Indian River County
CONTRACTOR: _____
CONTRACT FOR: Elevation of the Historic Residence at the Jones' Pier Conservation Area

FM No.: N/A
Project Description: ***Stabilization and elevation of a historic residence within a conservation area***
OWNER's Bid No. 2022015

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 all-inclusive, 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 30 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 * ***

SECTION 00632 - CONTRACTOR'S FINAL CERTIFICATION OF THE WORK

(TO ACCOMPANY CONTRACTOR'S FINAL APPLICATION FOR PAYMENT)

PROJECT NAME: Elevation of the Historic Residence at the Jones' Pier Conservation Area

STATE OF _____
COUNTY 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:

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.

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)

By: _____

STATE OF _____

COUNTY OF _____

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

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

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

+ + END OF 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: **Elevation of the Historic Residence at the Jones' Pier Conservation Area**

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: _____

Printed Name: _____

Florida Professional Surveyor and Mapper Registration Number: _____

Date Signed and Sealed by Professional Surveyor and Mapper: _____

Company Name: _____

Company Address: _____

_____

Telephone Number: _____

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

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1420 King Street, Alexandria, VA 22314

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

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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 CONTRACTOR 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 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 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 ENGINEER 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 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

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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), CONTRACTOR 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 ENGINEER 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, 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 ENGINEER 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 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 CONTRACTOR 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.

3. 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, 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 CONTRACTOR 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.

2. If ENGINEER concludes that a 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 CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points 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 ENGINEER (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 CONTRACTOR 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, 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, 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 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 negligence.

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 CONTRACTOR 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 OWNER or any other additional insured) which CONTRACTOR 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, agents, and other consultants 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 CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR 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 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 ENGINEER 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 CONTRACTOR 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, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

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 thei r 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, 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. CONTRACTOR 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. CONTRACTOR 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 ENGINEER 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 ENGINEER 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 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, CONTRACTOR 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. CONTRACTOR 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 ENGINEER 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 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 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 CONTRACTOR 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 CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and 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 ENGINEER 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 ENGINEER 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, CONTRACTOR 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 ENGINEER. 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 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.

3. ENGINEER's review and approval of 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 ENGINEER 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 CONTRACTOR 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 ENGINEER 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 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 CONTRACTOR 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 CONTRACTOR 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

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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

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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 CONTRACTOR 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 accordance with the Contract Documents. 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, ENGINEER 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 ENGINEER 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 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, 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 CONTRACTOR 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 CONTRACTOR, 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 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 ENGINEER (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

3. changes in the Contract Price or 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 Regulations, but during any such 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.

~~1. 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, CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR, 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 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 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 ENGINEER 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 OWNER, 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 CONTRACTOR 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 ENGINEER or inspected or tested by others, CONTRACTOR, 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 attributable to such 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 CONTRACTOR 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 ENGINEER, 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).

13.07 *Correction Period*

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 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 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 dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, 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*

1. At least 20 days before the date 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*

1. ENGINEER will, within 10 days after 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, CONTRACTOR 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.

4. Neither ENGINEER's review of 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, revise or revoke any such payment 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 OWNER 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.

2. If OWNER refuses to make payment of the full amount recommended 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.

14.03 *CONTRACTOR's Warranty of Title*

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 Substantial Completion. Promptly thereafter, 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 therefor. If, after consideration of OWNER's 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 CONTRACTOR 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.

1. OWNER at any time may request 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 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 writing ENGINEER's recommendation of 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 CONTRACTOR.~~

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 CONTRACTOR 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. ~~CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in 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 engineers, 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 by 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 CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR 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 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 CONTRACTOR 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.

ARTICLE 17 - MISCELLANEOUS

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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+++ END OF THIS SUPPLEMENTARY CONDITIONS INDEX +++

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.*

OWNERS's Consultant: **Donadio & Associates, Architects, P.A.**
2001 9th Avenue, Suite 308
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 OWNER 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 Owner 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	
Item	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: Correspondence from KSM (Appendix 5):
KSM Project #: 180425-b DATED 02/19/2018
KSM Project #: 18045-3p 2 DATED 02/07/2018

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
   b. Hired Autos
   c. Non-Owned Autos.
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.

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>

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 and insert the following paragraphs in their place:*

A. CONTRACTOR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. 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 any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or 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 and damage to the Work, temporary buildings, falsework, and materials and 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; and

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 ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. CONTRACTOR shall be responsible for any deductible or self-insured retention.

C. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.06 shall comply with the requirements of paragraph 5.06.C of the General Conditions.

SC-5.06.E *Delete paragraph GC-5.06.E in its entirety and insert the following in its place:*

E. Additional Insureds:
1. The following individuals or entities shall be listed as "additional insureds" on the CONTRACTOR's property insurance policies:
a. Indian River County, Florida

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:*1. 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. A copy of the Indian River County Building Permit Fee Schedule is included in Appendix 6.

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 initial 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;
2. 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 CONTRACTOR 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: Claims for labor, materials and supplies are not assessable against Indian River County and are subject to proper prior notice to (CONTRACTOR'S Name) and to (CONTRACTOR Surety Company Name), pursuant to Chapter 255 of the Florida Statutes. This paragraph shall be inserted in every sub-subcontract hereunder." 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: Elevation of the Historic Residence at the Jones' Pier Conservation Area
OWNER'S Bid No. 2022015
FM No.: **N/A**

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:	
Description	Amount
Original Contract Price	$_____
Net Increase (Decrease) from previous Change Orders No. _____ to _____:	$_____
Contract Price prior to this Change Order:	$_____
Net increase (decrease) of this Change Order:	$_____
Contract Price with all approved Change Orders:	$_____

CHANGE IN CONTRACT TIMES	
Description	Time
Original Contract Time: Substantial Completion: Final Completion:	(days or dates) _____ _____
Net change from previous Change Orders No. _____ to _____: Substantial Completion: Final Completion:	(days) _____ _____
Contract Time prior to this Change Order: Substantial Completion: Final Completion:	(days or dates) _____ _____
Net increase (decrease) this Change Order: Substantial Completion: Final Completion:	(days or dates) _____ _____
Contract Time with all approved Change Orders: Substantial Completion: Final Completion:	(days or dates) _____ _____

ACCEPTED:	RECOMMENDED:	APPROVED:
By:	By:	By:
CONTRACTOR (Signature)	ENGINEER (Signature)	OWNER (Signature)
Date:	Date:	Date:

SECTION 00948 - Work Change Directive

No. ___

DATE OF ISSUANCE: _____ EFFECTIVE DATE:_____

OWNER: Indian River County
CONTRACTOR _____
Project: Elevation of the Historic Residence at the Jones' Pier Conservation Area
OWNER'S Bid No. 2020015
FM No.: **N/A**

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 Contract Prices

☐ Unit Prices
☐ Lump Sum
☐ Other:_____
☐ By Change Order:

Estimated increase (decrease) of this Work Change Directive
$_____

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Method of determining change in Contract Times

☐ Contractor's Records
☐ Engineer's Records
☐ Other:_____
☐ By Change Order:

Estimated increase (decrease) in Contract Times:

Substantial Completion: _____ days;
Ready for Final Completion: _____ days.
If the change involves an increase, the estimated time is not to be exceeded without further authorization.

ACCEPTED:	RECOMMENDED:	APPROVED:
By:	By:	By:
CONTRACTOR (Signature)	ENGINEER (Signature)	OWNER (Signature)
Date:	Date:	Date:

**** END OF SECTION****

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.

+ + END OF SECTION + +

SECTION 01024 - FORCE ACCOUNT

1.1 GENERAL

A. 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.

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.

+ + END OF SECTION + +

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. Provide all material required for benchmarks, control points, batter boards, grade stakes, and other items.

D. 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.

E. 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.

F. 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.

+ + END OF SECTION + +

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

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.

+ + END OF SECTION + +

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 within the proximity of areas of construction. The purpose of the videos is to determine any damage to private or public property during construction.

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.
2. The photographs and video shall include, but not be limited to, the following items shown in a clear manner:
    1) All existing features adjacent to any construction.
    2) All existing features within permanent easements.
3. Detail of the photographs and video shall be such that the following examples shall be clear and visible:
    1) Condition of fencing.
    2) Condition of planted areas and types of vegetation.
    3) Condition of sodded areas.
    4) Condition of signs.
    5) Conditions of lighting and associated wiring.
    6) Significant detail of any pre-existing damages physical features shall be shown.
    7) These photographs and video record shall be presented and approved by the Owner prior to the Notice to Proceed.
    8) Payment – Payment will be made per IRC-2 on the bid form.

+ + END OF SECTION + +

SECTION 01220 - PROGRESS MEETINGS

1.1 SCOPE

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. OWNER'S representative, if required.
D. Others as appropriate.
E. 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 + +

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. If required by the ENGINEER, submit revised monthly progress schedules with that month's application for payment.

+ + END OF SECTION + +

SECTION 01340 - SUBMITTAL OF SHOP DRAWINGS

1.1 SCOPE

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.

1.6 SUBMITTAL REQUIREMENTS AND ENGINEER'S REVIEW FOR SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Submit to:
Indian River County
Parks and Recreation
5500 77th Street
Vero Beach, FL 32967

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

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

SUBMITTAL NO.

Contractor:

_____
_____
_____

Date Sent to County _____
No. Copies Sent to County _____
☐ Original Submittal ☐ Re-Submittal

Project Name: **ELEVATION OF THE HISTORIC RESIDENCE AT JONES' PIER CONSERVATION AREA**
Bid No.: **2022015**

☐ Shop Drawing ☐ Cut Sheet ☐ Other _____
Description: _____
Sub-Contractor: _____
Remarks: _____
_____
_____

* * * *

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.

+ + END OF SECTION + +

SECTION 01520 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.1 SCOPE

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.

B. TEMPORARY SANITARY FACILITIES

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 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.

+ + END OF SECTION + +

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.

1.5 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 on the MBV Engineering Jones' Pier Conservation Area Phase 1 Construction Plans provided in Appendix 7. 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 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.

+ + END OF SECTION + +

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 + +

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.

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.

+ + END OF SECTION + +

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.

+ + END OF SECTION + +

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.

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.

+ + END OF SECTION + +

SECTION 01710 - SITE CLEANUP AND RESTORATION

1.1 SCOPE

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.

+ + END OF SECTION + +

SECTION 01820 - POST FINAL INSPECTION

1.1 GENERAL

A. Approximately one year after Final Completion, the OWNER will make arrangements with the Construction Coordination 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 Construction Coordination 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.

+ + END OF SECTION + +

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 2019, 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.

SECTION 004 - SCOPE OF WORK

Section 4-3.9 Value Engineering Incentive is deleted in its entirety.

Indian River County proposes to elevate a historic single-family residence located at 7770 Jungle Trail, Vero Beach, Florida 32963 (refer to APPENDIX 1 – Location Map). The County has received a Hazard Mitigation Grant Program (HMGP) Award from FEMA (Grant #4283-91-R, included as APPENDIX 2). The Scope of Work detailed in the HMGP grant includes elevating the structure one foot above the Base Flood Elevation (7' NAVO 88). A new foundation system consisting of concrete pads and piers will be constructed to support the structure. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The project will mitigate the flooding and losses experienced during storm events and the project will provide protection against at least a 100-year event.

Based on a report provided to the County (APPENDIX 3), the project will involve abatement of lead and asbestos. All construction activities will be completed in strict compliance with Federal, State and Local Rules and regulations. Plans for the project were prepared by Donadio & Associates, Architects P.A., in conjunction with structural engineering (T.E. Schlitt Engineering) and civil engineering (MBV Engineering, Inc.) support. A copy of the plans is included with this Bid Document in APPENDIX 4.

This project must adhere to all program guidelines established in the Hazard Mitigation Assistance Guide dated February 27, 2015, which is the definitive policy document for the Federal Insurance and Mitigation Administration (FIMA) and in accordance with the PAS Operational Agreement between FEMA Region IV and Florida Department of Emergency Management for DR-4283. The FY15 Hazard Mitigation Assistance Guidance document is available at: https://www.fema.gov/grants/mitigation/hazard-mitigation-assistance-guidance.

The Hazard Mitigation Grant Program for DR-4283 is also governed by the applicable FEMA-State Agreement. Information about this Agreement may be obtained through contacting the Florida Division of Emergency Management (https://www.floridadisaster.org/dem/mitigation/hazard-mitigation-grant-program/).

The Jones Pier residence is part of the National Register (NR) of Historic Places listing for the Jungle Trail. The National Park Service (NPS) has very specific guidelines that need to be followed when elevating a building. Those guidelines can be found here: https://www.nps.gov/tps/standards/rehabilitation/flood-adaptation-guidelines.pdf. This project must adhere to all program guidelines established by the NPS for elevation of structure, most significantly that in the process of elevating the structure the building location cannot be moved without authorization from the NPS. Buildings that are moved without NPS authorization are automatically delisted from the NR, as relocation breaks their integrity of location and setting.

There is a large dead oak tree in proximity to the historic house. The County has removed the branches from the dead tree, however, the trunk remains on site. The trunk is adjacent to the renovated fruit stand along Jungle Trail. The Work includes the complete removal of the trunk, the below ground stump, and all large roots. No Work that may adversely affect the adjacent fruit stand, either above or below ground, will be undertaken without the approval of County Parks staff. This Work is presented as Bid Item # IRC-1 on the Bid Form.

The Florida Department of Emergency Management Hazard Mitigation Grant Program (HMGP) Contract #H0566 (Project #4283-91-R) awarded for the project has been included in Appendix 2. The Contractor will be required to maintain compliance with all provisions in this Grant. Federal requirements of the Grant Award document, shall be completed by the Contractor as part of this Agreement.

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. GENERAL PROVISIONS-DESCRIPTION: 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. BEGINNING DATE OF CONTRACTOR'S RESPONSIBILITY: 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. TRAFFIC CONTROL - STANDARDS: The FDOT Design Standards For Design, Construction, Maintenance and Utility Operations On The State Highway System, 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. Manual on Uniform Traffic Control Devices (MUTCD).

D. TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS - INSTALLATION: 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. NO WAIVER OF LIABILITY: 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 8.

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

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 Florida Erosion and Sediment Control Inspector's Manual. 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 is properly constructed or repaired, and complies with the approved 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 required 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. When the Discharge is Directly Into an Existing Water Body 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. When the Discharge is not Directly Into an Existing Water Body 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 Pollution Always Occurs 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. Polyacrylamide: 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, www.siltstop.com.

B. Staked Silt Fences:

1. General: Use silt fences to control runoff from the construction site where the soil has been disturbed.
2. Installation: 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. Product: 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. Turbidity Barriers:

1. General: Use turbidity barriers to control sediment contamination of rivers, lakes, ponds, canals, etc.
2. Installation: 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. Product: 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. Sedimentation Control From Dewatering or Pumping Operations Using Filter Bags:

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:
1. Filter stormwater before it enters curb inlets.
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.
   a. "GUTTERBUDDY," supplied by ACF Environmental, Inc. (1-800-448-3636).
   b. Or equivalent.

F. Catch Basin Protection:
1. Filter stormwater before it enters catch basins (drop inlets). The filter "sack" shall be 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.
   a. "SILTSACK" (regular flow), supplied by ACF Environmental, Inc. (1-800-448-3636).
   b. "FloGuard+PLUS," supplied by Kristar Enterprises, Inc. (1-800-579-8819).
   c. Or equivalent.

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. Crushed Limerock: Limerock shall not be used under any circumstance.
2. Acceptable Material: FDOT #4 non-calcareous aggregate, washed and meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction, Section 901.

I. Hay Bales: 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. REPAIR ALL EROSION DAMAGE – 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 & 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:

Elevation of the Historic Residence at the Jones' Pier Conservation Area

STATE OF _____

COUNTY OF _____

Personally, before me the undersigned authority, appeared

_____, who upon oath duly administered, stated as follows:

1. This sworn statement is submitted by the PERMITTEE,

   _____
   whose business address is

   _____

   _____

   and (if applicable) its Federal Identification No.(FEIN) 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 Owner)

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 Parks and Recreation Department 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 ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ (name of person making statement).

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

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

+ + END OF SECTION + +

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.

I. 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 and Grubbing – Per Lump Sum

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. 120-4 –Subsoil Excavation - Per Cubic Yard
Bid Item No. 120-6 –Embankment - Per Cubic Yard

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 (6” Thick) (Fiber Reinforced) (3000psi) – Per Square Yard

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 9).

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 1½" 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. 570-1-2 – Performance Turf (Sod) (Bahia) - Per Square Yard

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:

1. 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. No work shall be permanently concealed until the required record data has been obtained.

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 Record/As-Built drawings. 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:

SURVEY CONTROL

1. Install/re-establish: 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**.**

2. 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.

Item of Payment

Payment for the work specified in this item shall be made under:

Bid Item No. 999-1 – Construction Layout/Record Drawings – Per Lump Sum

Board of Professional Surveyors and Mappers
Record As-Built Survey Checklist

Lic. Name _____Date:_____

Project Name: Elevation of the Historic Residence at the Jones' Pier Conservation Area
Project No.: 2022015

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.**
- **(l) 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

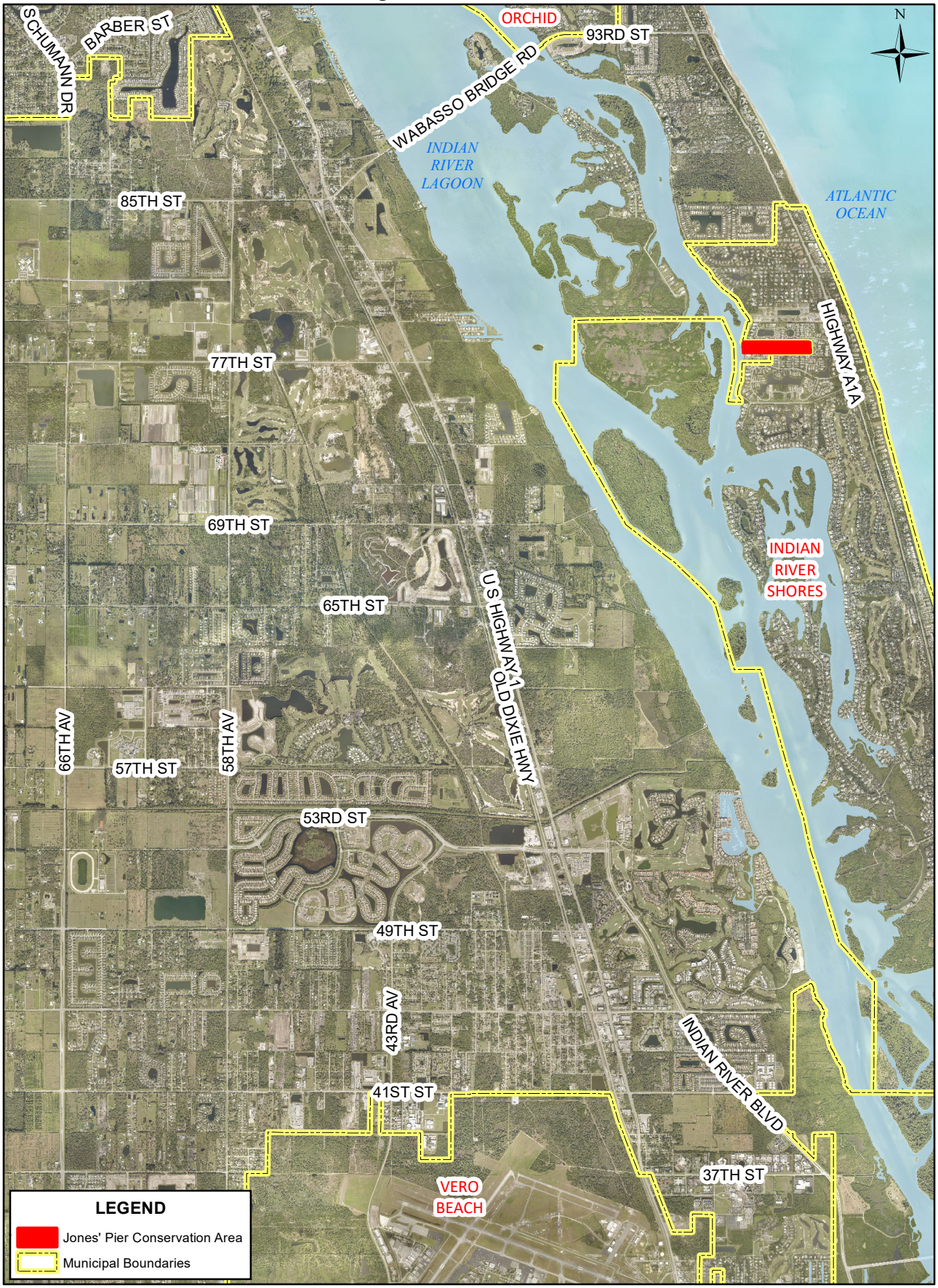
(1) As-Built/Record Survey:

- **(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 1
Site Map

Location Map
Jones' Pier Conservation Area
7770 Jungle Trail, Vero Beach, FL



Appendix 2
Hazard Mitigation Grant Program Contract

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Indian River County
PROJECT #:	4283-91-R
PROJECT TITLE:	Indian River County, 1920's Bungalow, Elevation Prioject
CONTRACT #:	H0566
MODIFICATION #:	NA - Re-Developed Contract

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Beth Powell, Assistant Director Indian River County 5500 77th Street Vero Beach, Florida 32967

Enclosed is your copy of the proposed contract/modification between **Indian River County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittal
☒	Signed electronic copy
☒	Reviewed and Approved
☒	Signed and Dated by Official Representative
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist Veronica.ash@em.myflorida.com on

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 254-5835 or email me at Holly.swift@em.myflorida.com.

Agreement Number: H0566

Project Number: 4283-91-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	INDIAN RIVER COUNTY
Sub-Recipient's unique entity identifier:	59-6000674
Federal Award Identification Number (FAIN):	FEMA-DR-4283-FL
Federal Award Date:	October 14, 2020
Subaward Period of Performance Start and End Date:	Upon execution through April 6, 2023
Amount of Federal Funds Obligated by this Agreement:	$59,235.75
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$59,235.75
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$59,235.75
Federal award project description (see FFATA):	Elevation Project
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Holly.swift@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Indian River County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Holly M. Swift, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-815-4570
Email: Holly.swift@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Beth Powell, Assistant Director
Indian River County
5500 77th Street
Vero Beach, Florida 32967
Telephone: 772-226-1873
Email: bpowell@ircgov.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on April 6, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$59,235.75.**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job,

such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of

interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become

public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited

to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.326 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.326 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.326 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Attachment A – Budget and Scope of Work

iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or 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, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY

RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in

part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

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

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

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

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

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

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

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

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

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

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

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted

construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

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

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

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

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide

that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: INDIAN RIVER COUNTY

By:_____

Name and title: _____

Date:_____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Jared Moskowitz, Director

Date:_____

INDIAN RIVER COUNTY, FLORIDA
FID#59-6000674

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

Approved by BCC_____

Attest:
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller

By:_____
Jeffrey R. Smith, Clerk of Circuit Court
and Comptroller Deputy Clerk

Approved as to Form and Legal Sufficiency

_____
Dylan Reingold
County Attorney

_____
Jason E. Brown,
County Administrator

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: **$ 59,235.75**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Elevation of flood prone structures
   - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate historical property in Vero Beach, Indian River County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-91-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Indian River County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to elevate a historic single-family residence, located at 7770 Jungle Trail, Vero Beach, Florida, 32963. Coordinates: (27.73482, -80.39329).

The proposed project shall ensure that the structure will be elevated one foot above the Base Flood Elevation (7' NAVD 88). A new foundation system consisting of concrete pads and piers shall be constructed to support the structure. Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking, in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code compliant.

c) A Copy of the Elevation Certificate before mitigation, as applicable.

d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal Hazard Mitigation Assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

i) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient that no archeological materials were discovered during project construction.

j) Verification letter certifying that work followed the Secretary of the Interior's Standards for Rehabilitation as codified in 36 CFR 67.7. (Foundation screening via picket will be placed at the bottom of the house in replica of the existing picket, New foundation piers will mimic existing with use of concrete/CMU, New front steps will mimic existing concrete stairs, Appropriate foundation plantings native to the area and reminiscent of those found at historic homesteads (to include hibiscus and other similar shrubs) shall be included.

k) Permit(s) and verification of compliance; if no permit was needed – a letter stating, "No permit required".

l) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for

each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of the elevation of a structure in Vero Beach, Florida, to include the construction of a new foundation system consisting of concrete pads and piers to support the structure and provide protection to a historic single-family residence.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

8) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Special Conditions required on implementation of projects:

   a) All work must follow the Secretary of the Interior's Standards for Rehabilitation as codified in 36 CFR 67.7.

b) Foundation screening via picket will be placed at the bottom of the house in replica of the existing picket.

c) New foundation piers will mimic existing with use of concrete/CMU.

d) New front steps will mimic existing concrete stairs.

e) Appropriate foundation plantings native to the area and reminiscent of those found at historic homesteads (to include hibiscus or other similar shrubs) will be included.

5) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

6) If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.

7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Verification of Flood Insurance.

8) Special Conditions required on implementation of Project (per National Historic Preservation Act (NHPA):

a) All work must follow the Secretary of the Interior's Standards for Rehabilitation as codified in 36 CFR 67.7.

b) Foundation screening via picket will be placed at the bottom of the house in replica of the existing picket.

c) New foundation piers will mimic existing with use of concrete/CMU.

d) New front steps will mimic existing concrete stairs.

e) Appropriate foundation plantings native to the area and reminiscent of those found at historic homesteads (to include hibiscus or other similar shrubs) will be included.

f) If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05.

9) Special Conditions required on implementation of Project (per Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA):

a) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, Sub-Recipient shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

b) If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the Sub-Recipient must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the Sub-Recipient must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.

This is FEMA project number **4283-91-R.** It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on October 14, 2020; with a Pre-Award date of July 1, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **April 6, 2023.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	3	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	2	Months
State Final Inspection / Compliance:	2	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**29**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials*:	$56,200.00	$42,150.00	$14,050.00
Labor*:	$14,081.00	$10,560.75	$3,520.25
Fees*:	$0.00	$0.00	$0.00
**Pre-Award:	$8,700.00	$6,525.00	$2,175.00
Initial Agreement Amount:	**$78,981.00**	**$59,235.75**	**$19,745.25**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$78,981.00**	**$59,235.75**	**$19,745.25**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***This project has a Pre-Award, approved by FEMA in the amount of $8,700.00 project costs with a start date of **July 1, 2019**.*

****This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Fundlng Summary

Federal Share:	$59,235.75	(75.00%)
Non-Federal Share:	$19,745.25	(25.00%)
Total Project Cost:	**$78,981.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: INDIAN RIVER COUNTY

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Elevation PROJECT #: 4283-91-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0566

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: INDIAN RIVER COUNTY PAYMENT #:

PROJECT TYPE: Elevation PROJECT #: 4283-91-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0566

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents % completion of the project.				***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*

[3] *Date of delivery of articles, completion of work or performance services. (per document)*

[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: INDIAN RIVER COUNTY

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.*

SUB-RECIPIENT: INDIAN RIVER COUNTY **PROJECT #:** 4283-91-R
PROJECT TYPE: Elevation **CONTRACT #:** H0566
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):
Jul-Sep 20__ $ _____ **Oct-Dec 20__** $ _____ **Jan-Mar 20__** $ _____ **Apr-Jun 20__** $ _____

Target Dates:
Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	Date

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____
Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable**.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Indian River County
Sub-Recipient's Name

H0566
DEM Contract Number

4283-91-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-91-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 59,235.75

OBLIGATION/ACTION DATE: October 14, 2020

SUBAWARD DATE (if applicable): _____

DUNS#: 079208989

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to elevate a historic single-family residence, located at 7770 Jungle Trail, Vero Beach, Florida, 32963. Coordinates: (27.73482, -80.39329).

The proposed project shall ensure that the structure will be elevated one foot above the Base Flood Elevation (7' NAVD 88). A new foundation system consisting of concrete pads and piers shall be constructed to support the structure. Any enclosed space at grade level shall have hydrostatic vents and can only be used for storage or parking, in compliance with the Florida Building Code and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

---

[1] For example, the Davis-Bacon Act is not applicable to HMGP subgrants, but sub-recipient can include the provision.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(K) See § 200.322 Procurement of recovered materials.

FEMA provided the 2019 PDAT Contract Provisions Template for sub-recipients. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Sub-Recipient/subcontractor's Authorized Official

_____

Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____

Date

U. S. Department of Homeland Security
Region IV
3005 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

October 14, 2020

Mr. Jared Moskowitz, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Mr. Miles Anderson

Reference: Hazard Mitigation Grant Program (HMGP) # 4283-91-R Indian River County, 1920s Bungalow, Elevation - Project Approval

Dear Mr. Moskowitz:

In accordance with the Program Administration by State (PAS) Operational Agreement for DR-4283-FL, the Federal Emergency Management Agency (FEMA) concurs with the state's approval of project 4283-91-R, for a total project cost of $78,981.00 with a Federal share of $59,235.75 and a non-federal share of $19,745.25. This includes $8,700.00 in pre-award costs.

The following is the approved Scope of Work (SOW) for the above referenced project:

Indian River County proposes to elevate a historic single-family residence located at 7770 Jungle Trail, Vero Beach, Florida 32963.The structure will be elevated one foot above the Base Flood Elevation (7' NAVO 88). A new foundation system consisting of concrete pads and piers will be constructed to support the structure. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. The project will mitigate the flooding and losses experienced during storm events and the project will provide protection against at least a 100-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.

FEMA will not establish activity completion timeframes for individual subgrants. The period of performance (POP) of the grant award will be 36 months from the close of the application period. The POP for DR-4283-FL will expire April 6, 2021.

This project must adhere to all program guidelines established in the Hazard Mitigation Assistance Guide dated February 27, 2015, which is the definitive policy document for the Federal Insurance and Administration (FIMA) and in accordance with the PAS Operational Agreement between FEMA Region IV and Florida Department of Emergency Management for DR-4283. The Hazard Mitigation Grant Program for DR-4283 is also governed by the applicable FEMA-State Agreement.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subgrantee. If project costs exceed the amount originally funded and additional federal funds are needed, the subgrantee must contact the Governor's Authorized Representative (GAR). The GAR will evaluate requests for cost overruns and submit to the Regional Administrator written documentation of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The State (grantee) must comply with all applicable Program guidance and regulations and the PAS Operational Agreement for DR-4283 before implementing changes to the approved project SOW.

The obligation report and Record of Environmental Consideration are enclosed for your records. The project must comply with *all* conditions listed in the REC. The Management report is available in NEMIS. The obligated funds are available for withdrawal from the **Payment Management System** on sub-account 4283DRFLP00000915**.**

If you have questions or need any further information, please do not hesitate to contact Gabriela Vigo of my staff at (229) 225-4546.

Sincerely,

Richard S. Flood

Richard S. Flood, CFM
Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:
Obligation Report
Record of Environmental Consideration

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4283	91 -R	0	62	1	144	FL	Statewide

Subrecipient: Indian River (County)
Subrecipient FIPS Code: 061-99061

Project Title : Indian River County, 1920s Bungalow, Elevetion

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$59,235.75	$59,235.75	$0.00	$0.00

Project Amount	Recipient Admin Est	Subrecipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$59,235.75	$0.00	$0.00	$59,235.75	10/14/2020	Accept	2021

Comments

Date: 10/14/2020 User Id: GVIGO

Comment: 4283-91-R Indian River County, 1920s Bungalow, Elevation

Date: 10/14/2020 User Id: DBURKETT

Comment: 4283-0091-R-DR-FL-HM Indian River (County) Grant POP 4/6/2021 Application 62 Indian River County, 1920s Bungalow, Elevation Allocation 63 included in the October Spend Plan Federal share $59,235.75 Supplement 144 approved HMO

Authorization

Preparer Name: GABRIELA VIGO

Preparation Date: 10/14/2020

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 10/14/2020

FEDERAL EMERGENCY MANAGEMENT AGENCY

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4283-0091

Title: Elevation

NEPA DETERMINATION

Non Compliant Flag: No
EA Draft Date:
EA Final Date:
EA Public Notice Date:
EA Fonsi
Level: CATEX
EIS Notice of Intent
EIS ROD Date:
Comment SOW: Indian River County BOCC, 7770 Jungle Trail, Vero Beach, FL (27.73482, -80.39329)- elevation of house to BFE plus one foot. - kryan12 - 10/02/2020 18:38:11 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n7	(*n7) Federal Assistance for Structure and Facility Upgrades. Federal assistance for the reconstruction, elevation, retrofitting, upgrading to current codes and standards, and improvements of pre-existing facilities in existing developed areas with substantially completed infrastructure, when the immediate project area has already been disturbed, and when those actions do not alter basic functions, do not exceed capacity of other system components, or modify intended land use. This category does not include actions within or affecting streams or stream banks or actions seaward of the limit of moderate wave action (or V zone when the limit of moderate wave action has not been identified).	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is located in a coastal zone area and/or affects the coastal zone	
	Completed	State administering agency does not require consistency review - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4283-0091

Title: Elevation

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	EO 11988: The project is located within an AE zone per Indian River County flood insurance rate map (FIRM) preliminary panel number 12061C0232J dated 09/29/2017. See 8-Step Checklist process attached. - kryan12 - 10/02/2020 18:56:47 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO11990: Project located outside the wetland per review of USFWS National Wetlands Inventory (NWI) mapper, accessed 10/02/2020. - kryan12 - 10/02/2020 18:54:59 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Per review of U.S. Fish and Wildlife Service (USFWS) IPaC website listing of Threatened and Endangered species for Indian River County, accessed 10/02/2020. - kryan12 - 10/02/2020 18:47:19 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4283-0091

Title: Elevation

Environmental Law/ Executive Order	Status	Description	Comment
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement (enter date in comments).	NHPA: Consultation letters were sent on 05/30/2018 to SHPO and the following tribes: Alabama-Quassarte Tribal Town, Miccosukee Tribe of Indians, Muscogee (Creek) Nation, Seminole Tribe of Florida, Seminole Nation of Oklahoma, and Poarch Band of Creek Indians. The tribal consultation period ended 07/14/2018 and no tribal responses were received. In SHPO's response letter dated 07/03/2018, SHPO did not concur with FEMA's determination. Through continued consultation with SHPO, state, and county, avoidance measures were recommended and incorporated into the elevation design. Follow-up consultation was sent to SHPO on 08/24/2020 and SHPO concurrence letter dated 09/29/2020. See project conditions. - kryan12 - 10/02/2020 19:20:38 GMT
	Completed	Building or structure 50 years or older or listed on the National Register in the project area and activity not exempt from review	
	Completed	Determination of Historic Properties Affected (FEMA finding/SHPO/THPO concurrence attached)	
	Completed	No Adverse Effect Determination (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has potential for presence of archeological resources	
	Completed	Determination of historic properties affected	
	Completed	NR eligible resources present in project area. (FEMA finding/ SHPO/THPO concurrence attached)	
	Completed	No Adverse Effect Determination. (FEMA finding/ SHPO/THPO concurrence attached) - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	RCRA: See project conditions. - kryan12 - 10/02/2020 18:51:32 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4283-0091

Title: Elevation

Environmental Law/ Executive Order	Status	Description	Comment
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

All work must follow the Secretary of the Interior¿s Standards for Rehabilitation as codified in 36 CFR 67.7.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Foundation screening via picket will be placed at the bottom of the house in replica of the existing picket.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

New foundation piers will mimic existing with use of concrete/CMU.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

New front steps will mimic existing concrete stairs.

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Appropriate foundation plantings native to the area and reminiscent of those found at historic homesteads (to include hibiscus or other similar shrubs) will be included .

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant¿s contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05..

Source of condition: National Historic Preservation Act (NHPA) Monitoring Required: No

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any asbestos containing materials were taken to an authorized landfill for such materials.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4283-0091

Title: Elevation

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Appendix 3
Mold, Lead & Asbestos Abatement Report

Asbestos Survey, Lead Paint Testing and Limited Mold Assessment

Historic Building
7770 Jungle Trail
Vero Beach, Florida 32963

February 17, 2021
Terracon Project No. HD207110

Prepared for:
Donadio & Associates, Architects, P.A.
Vero Beach, Florida

Prepared by:
Terracon Consultants, Inc.
West Palm Beach, Florida

February 17, 2021

Donadio & Associates, Architects, P.A.
2001 9th Avenue, Suite 308
Vero Beach, FL 32960

Attn: Mr. Anthony Donadio
E: anthony@donadio-arch.com

Re: Asbestos Survey, Lead Paint Testing, and Limited Mold Assessment
Historic Building
7770 Jungle Trail
Vero Beach, Florida 32963
Terracon Project No. HD207110

Dear Mr. Donadio:

The purpose of this report is to present the results of the asbestos survey, lead paint testing and limited mold assessment performed on February 2, 2021 of the building located at 7770 Jungle Trail, Vero Beach, Florida. This survey was conducted in general accordance with the Agreement for Services attached to Terracon Proposal No. PHD207110 dated January 15, 2021. We understand this survey was requested in support of the planned renovation of the building.

Terracon appreciates the opportunity to provide these services to Donadio & Associates, Architects, P.A. If you have any questions regarding this report, or if you need assistance with project oversight and sampling during renovation of this building, please contact the undersigned at (561) 494-7059.

Sincerely,
Terracon Consultants, Inc.
Florida Asbestos Consultant Business No. ZA337

Joshua Feltner
Staff Geologist

for/ Tom Holley, CHMM, CIH, CSP, MRSA
Mold Related Services Assessor 2749
Florida Licensed Asbestos Consultant AX-75
Senior Industrial Hygienist

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ASBESTOS SURVEY, LEAD PAINT TESTING, AND LIMITED MOLD ASSESSMENT REPORT

Historic Building
7770 Jungle Trail
Vero Beach, Florida 32963
Terracon Project No. HD207110

EXECUTIVE SUMMARY

Terracon Consultants, Inc. (Terracon) conducted an asbestos survey, lead paint testing, and a limited mold assessment of the building located at 7770 Jungle Trail, Vero Beach, Florida. The survey was conducted on February 2, 2021 by a team of Asbestos Hazard Emergency Response Act (AHERA)-accredited asbestos inspector and Florida license mold assessor in general accordance with the Agreement for Services attached to Terracon Proposal No. PHD207110 dated January 15, 2021.

Interior building components were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) and lead-containing paint (LCP) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but unsampled materials could be located in walls, in voids or in other concealed areas. At the client's direction, the roof was excluded from the survey.

Terracon also visually assessed the proposed renovation areas for the presence of suspect visible mold growth (SVG) within readily accessible areas of the indoor environment. The visual observations for suspect fungal growth were restricted to readily visible and accessible building materials. Surface tape lift samples were collected as part of the observation.

ACM Analytical Results

Terracon collected twenty-eight (28) bulk samples from sixteen (16) HAs of suspect ACM observed; laboratory analysis did not identify asbestos in the collected samples with the exception of the following:

- Off White with Blue "Box" Pattern Linoleum: 20% Chrysotile asbestos was detected in sample B6B. The linoleum is estimated to be approximately 200 square feet and is located in the laundry room located on the north side of the building.
- Off White with Peach "Box" Pattern Linoleum: 15% Chrysotile asbestos was detected in samples B7A and B7B. The linoleum is estimated to be approximately 200 square feet and is located in the bathroom on the east side of the building.
- Gray Duct Mastic: 5% and 6% Chrysotile asbestos was detected in samples B11A and B11B respectively. The gray duct mastic is estimated to be less than 100 square feet and is located on fiberglass ducts throughout the attic of the building.

LCP Analytical Results

Terracon collected thirteen (13) samples of representative paint applied to the subject painted surfaces. Analysis of these samples yielded results greater than the limit of detection (LOD) for the analytical method in the following materials:

- Paint (Light and Dark Green) around exterior window frame on south wall of the building (Sample P1A) was reported to contain lead at a concentration of 4.7% by weight.
- Paint (Light and Dark Green) around exterior window frame on north wall of the building (Sample P1B) was reported to contain lead at a concentration of 4.5% by weight.
- Paint (White) on the exterior siding of the south wall of the building (Sample P2A) was reported to contain lead at a concentration of 0.011% by weight.
- Paint (White) on the exterior siding of the south wall of the building (Sample P2B) was reported to contain lead at a concentration of 0.013% by weight.
- Paint (White and Dark Green) on the stairs on the northwest portion of the building (Sample P3A) was reported to contain lead at a concentration of 0.18% by weight.
- Paint (White and Dark Green) on the stairs on the main entrance of the building (Sample P3B) was reported to contain lead at a concentration of 0.36% by weight.
- Paint (White) on the east wall of the porch (Sample P4C) was reported to contain lead at a concentration of 0.019% by weight.
- Paint (Green) on exterior shutters on north side of the building (Sample P6B) was reported to contain lead at a concentration of 0.16% by weight

Mold Analytical Results

Terracon collected six (6) non-viable tape samples from one outdoor and five indoor locations of the subject building.

- Elevated (high) spore concentrations (>1000 spores per area analyzed) of *Aspergillus / Penicillium* and *Cladosporium* spores were reported in interior tape lift samples collected from the bedroom 1 east wall, living room north wall, bedroom 2 east wall, laundry room north wall, and kitchen east wall.

Please refer to the report for details.

ASBESTOS SURVEY, LEAD PAINT TESTING, AND LIMITED MOLD ASSESSMENT REPORT

Historic Building
7770 Jungle Trail
Vero Beach, Florida 32960
Terracon Project No. HD207110

1.0 INTRODUCTION

Terracon Consultants, Inc. (Terracon) conducted an asbestos survey, lead paint testing, and a limited mold assessment of the building located at 7770 Jungle Trail, Vero Beach, Florida. The survey was conducted on February 2, 2021 by a team of Asbestos Hazard Emergency Response Act (AHERA)-accredited asbestos inspectors and Florida license mold assessors in general accordance with the Agreement for Services attached to Terracon Proposal No. PHD207110 dated January 15, 2021.

Interior building components were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) and lead-containing paint (LCP) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but unsampled materials could be located in walls, in voids or in other concealed areas. At the client's direction, the roof was excluded from the survey.

Terracon also visually assessed the proposed renovation areas for the presence of suspect visible mold growth (SVG) within readily accessible areas of the indoor environment. The visual observations for SVG were restricted to readily visible and accessible building materials. Surface tape lift samples were collected as part of the observation.

1.1 Project Objective

Based on information provided by the client, we understand the building is proposed for renovation. The objective of the asbestos survey, lead paint testing and visual mold assessment was to identify the presence and location of accessible friable and nonfriable ACM, LCP or mold present at the existing building located at 7770 Jungle Trail, Vero Beach, Florida.

Building materials that will be impacted by renovation activities are required to be sampled and analyzed for asbestos content to comply with the United States Environmental Protection Agency's (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation.

The U.S. Occupational Safety and Health Administration (OSHA) Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc).

The OSHA Lead Standard for Construction (29 CFR 1926.62) applies to construction work where an employee may be occupationally exposed to lead. Work related to construction, alteration, or repair (including painting and decorating) is included.

2.0 BUILDING DESCRIPTION

The structure is a one-story building, approximately 1,100 square feet and was reportedly constructed in 1921, with wood framing atop a slab-on-grade concrete floor. Interior finishes predominantly consisted of drywall and joint compound ceiling, painted drywall and joint compound systems, and linoleum floor.

3.0 ASBESTOS FIELD ACTIVITIES

The survey was conducted by Mr. Carver Gittens, an AHERA-accredited building inspector. Copies of Mr. Gittens' asbestos inspector training certificate and applicable license are attached in Appendix H. The survey was conducted in general accordance with the sample collection protocols established in EPA regulation 40 CFR 763, the AHERA. A summary of survey activities is provided below.

3.1 Visual Assessment

Our survey activities began with visual observation of the interior and exterior of the building to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of building materials that appear similar throughout in terms of color, texture and date of application. The assessment was conducted throughout visually accessible areas of the building. Building materials identified as bare concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM.

3.2 Physical Assessment

A physical assessment of each HA of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.3 Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA sampling protocols. Terracon collected random samples from each HA of suspect CM observed. Sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Terracon collected twenty-eight (28) bulk samples from sixteen (16) HAs of suspect ACM observed. A summary of suspect ACM samples collected by Terracon is included in Appendix A.

3.4 Sample Analysis

Bulk samples were submitted under chain of custody to EMSL Analytical, Inc. of Orlando, Florida for analysis by PLM per EPA methodology EPA/600/R-93/116. The percentage of asbestos, where applicable, was determined by microscopic visual estimation. EMSL is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 101151-0). A summary of the suspect asbestos containing material samples is included in Appendix A and a copy of the asbestos laboratory analytical results is included in Appendix B.

4.0 LEAD PAINT FIELD ACTIVITIES

4.1 Site Limitations

It should be noted that suspect LCP, other than those identified during the sampling, may be present in the building. This LCP testing is not considered comprehensive in nature and the results are not intended to be used to determine lead hazards, develop abatement plans, or prepare detailed cost estimates for abatement. Suspect LCP which have not been specifically evaluated should be tested prior to disturbance of the material. If suspect LCP is identified during the renovation process, those materials should be assumed LCP until testing can be performed to determine whether lead is present in the paint.

4.2 Methodology and Analysis

Terracon collected thirteen (13) samples of representative paint applied to the subject painted surfaces. The lead paint testing was conducted by scraping approximately 2 square inches of paint from the supporting substrate. The samples were submitted to EMSL Analytical, Inc. of Orlando, Florida, an AIHA-LAP, LLC accredited service lab (Lab ID: 163563) laboratory. The analysis was performed by Flame Atomic Absorption Spectrophotometry (EPA method SW846 7000B). Sample results reported below the limit of detection (LOD) may contain lead at a concentration below the analytically defined LOD. A summary of the suspect lead paint samples is included in Appendix C and a copy of the lead laboratory analytical results is included in Appendix D.

No materials were assumed to be LCP. Inaccessible areas that contain painted surfaces should be tested when access permits or should be assumed to be positive for LCP.

5.0 MOLD FIELD ACTIVITIES

The visual mold assessment and sampling was conducted by Mr. Carver Gittens under the direct supervision of Mr. John O'Reilly a Mold Assessor (License No. MRSA212). A copy of Mr. O'Reilly's license is attached in Appendix H.

5.1 Visual Assessment

Based on the multiple sources of potential indoor contaminants that can affect indoor air quality, the visual assessment was conducted to determine general indoor hygiene, building maintenance practices, moisture intrusion and uncontrolled condensate formation, and odors. The assessment focused primarily on collecting observational data (i.e., information obtained by visual assessment of the building). The visual assessment can help to formulate plans for more in-depth investigation.

The visual assessment included:

- An examination of the physical structure and potential indoor and outdoor sources of moisture intrusion;
- The determination of the type of enclosure (walls, windows, roof, and foundation), age, location, and condition;
- The determination of the types of finishes on walls, floors, and ceilings, the types of furnishings;
- The identification of housekeeping activities and products, office equipment, and any renovation activities; and
- The identification of any discoloration or odor that could indicate moisture intrusion, water damage, and/or fungal growth.

Terracon conducted the scope of services in general accordance with mold and indoor air quality assessment guidelines published by the American Industrial Hygiene Association (AIHA) in *Recognition, Evaluation, and Control of Indoor Mold*, 2008; *Assessment, Remediation, and Post-Remediation Verification of Mold in Buildings* (AIHA Guideline 3-2004); the US Environmental Protection Agency (EPA), *Mold Remediation in Schools and Commercial Buildings, 2008*; ASTM D7338-10*, Standard Guide for Assessment of Fungal Growth in Buildings, 2010*; U.S. Occupational Safety and Health Administration's (OSHA) *Indoor Air Quality Technical Manual;* and the AIHA, *The IAQ Investigator's Guide* (AIHA – 2006). Destructive sampling or testing to inspect interior wall cavity spaces or mechanical enclosures was not within the scope of work for this project.

5.2 Sample Collection

Terracon collected surface tape samples for analysis for fungal spores. Samples were collected using laboratory-supplied sample media and submitted under secure chain of custody to an accredited laboratory for analysis for fungal spores reported to the genera. Sample locations were based on visual observation.

5.3 Sample Analysis

Samples were submitted under secure chain of custody to EMSL Analytical, Inc. a laboratory accredited by the American Industrial Hygiene Association (AIHA) Environmental Microbiology Laboratory Accreditation Program (EMLAP) and participates in AIHA's Environmental Microbiology Proficiency Analytical Testing (EMPAT) Program. A summary of the suspect mold samples is included in Appendix E and a copy of the mold laboratory analytical results is included in Appendix F.

6.0 REGULATORY OVERVIEW

6.1 Asbestos

The asbestos NESHAP (40 CFR Part 61 Subpart M) regulates asbestos fiber emission and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos containing building materials are classified as either friable, Category I nonfriable or Category II nonfriable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I nonfriable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II nonfriable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and II nonfriable ACM in poor condition and has become friable or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM). The FDEP and NESHAP require that written notification be submitted before beginning renovation projects which include the disturbance of any asbestos-containing material (ACM) in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the FDEP at least 10 working days prior to the commencement of asbestos abatement or demolition activities. Removal of RACM must be conducted by a State of Florida licensed asbestos abatement contractor. In addition, third party air monitoring must be performed during the abatement.

The OSHA Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc). The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

6.2 Lead Paint

Occupational Safety and Health Administration (OSHA) regulations govern exposure of workers to lead, regardless of the concentration of lead identified. The OSHA regulations, which have been established for general and construction industries, cover any type of workplace activity that could expose an employee to potential lead contamination (OSHA Standards 29 CFR 1926.62 and 1910.1025).

Construction work covered by 29 CFR 1926.62 includes any repair or renovation activities or other activities that disturb in-place lead-containing materials but does not include routine cleaning and repainting where there is insignificant damage, wear, or corrosion of existing lead-containing coatings or substrates. Employers must assure that no employee will be exposed to lead at concentrations greater than 50 micrograms per cubic meter averaged over an eight-hour period without adequate protection. Utilizing lead-safe work practices is recommended to reduce employee exposure during activities that disturb or generate lead dust.

6.3 Mold

Molds are ubiquitous to the environment and have somewhat specific requirements for survival and growth. Elevated mold concentrations in indoor environments occur when both moisture and a food source are present. Indoor food sources for mold growth can include organic materials such as those resulting from a flood or sewer back up, or building materials high in cellulose such as, but not limited to, carpet backing, drywall paper, or ceiling panels. Moisture sources in buildings can occur because of leaks from water or sewer lines, moisture intrusion through walls and foundations, or as condensation in HVAC systems. In some areas of the United States, relative humidity during certain times of the year is high enough to serve as a moisture source. In order to reduce the potential occurrence or recurrence of mold growth in indoor environments, sources of indoor moisture must be eliminated or controlled

There are no State or Federal exposure limits established for fungal aerosols. There are currently no regulatory standards or medically based threshold limit or dose-response relationships for exposure to airborne or surface concentrations of fungal spores. Terracon relies upon experience, professional judgment, current scientific literature, guidelines and recommendations made by professional organizations and experts, and statistical methods in interpreting fungal sampling results.

High variability in airborne fungal spore concentrations can exist in different geographic locations, during different seasons, and weather patterns, and over the course of a given day. As a general rule, indoor air fungal spore concentrations in mechanically ventilated buildings are typically less than, but qualitatively similar to, fungal spore concentrations found in the outside environment.

- The mold spore concentration in indoor air should generally be quantitatively lower than, but qualitatively like, that of outdoor air.
- The presence of one or more fungal genera at significant levels indoors but not outdoors is evidence of indoor amplification (i.e., fungal growth occurring in the indoor environment).
- Pathogenic (disease-causing) and toxigenic (toxin-producing) molds should not be present in quantities indicative of indoor amplification.

7.0 FINDINGS AND RECOMMENDATIONS

7.1 Asbestos

Off White with Blue "Box" Pattern Linoleum: 20% Chrysotile asbestos **was detected** in sample B6B. The linoleum is estimated to be approximately 200 square feet and is located in the laundry room located on the north side of the building.

Off White with Peach "Box" Pattern Linoleum: 15% Chrysotile asbestos **was detected** in samples B7A and B7B. The linoleum is estimated to be approximately 200 square feet and is located in the bathroom on the east side of the building.

Gray Duct Mastic: 5% and 6% Chrysotile asbestos **was detected** in samples B11A and B11B respectively. The gray duct mastic is estimated to be less than 100 square feet and is located on fiberglass ducts throughout the attic of the building.

Asbestos was **not** detected in the remaining samples collected by Terracon.

As Terracon did not inspect the roof or collect samples of the roofing material, Terracon cannot warrant whether additional suspect ACM is present on the roof. Terracon recommends that the roof be thoroughly inspected for ACM in accordance the NESHAP prior to disturbance of any suspect ACM present (e.g., cements, mastics, caulkings, membranes, flashings, etc.).

The OSHA Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos and classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc) as an 8-hour time-weighted average (TWA).

7.2 Lead Paint

The Occupational Safety and Health Administration (OSHA), defines LCP as a paint which contains lead, regardless of the concentration. A total of thirteen (13) samples of the following materials were determined to contain concentrations of lead greater than the limit of detection for the analytical method performed:

- Paint (Light and Dark Green) around exterior window frame on south wall of the building (Sample P1A) was reported to contain lead at a concentration of 4.7% by weight.
- Paint (Light and Dark Green) around exterior window frame on north wall of the building (Sample P1B) was reported to contain lead at a concentration of 4.5% by weight.
- Paint (White) on the exterior siding of the south wall of the building (Sample P2A) was reported to contain lead at a concentration of 0.011% by weight.
- Paint (White) on the exterior siding of the south wall of the building (Sample P2B) was reported to contain lead at a concentration of 0.013% by weight.
- Paint (White and Dark Green) on the stairs on the northwest portion of the building (Sample P3A) was reported to contain lead at a concentration of 0.18% by weight.
- Paint (White and Dark Green) on the stairs on the main entrance of the building (Sample P3B) was reported to contain lead at a concentration of 0.36% by weight.
- Paint (White) on the east wall of the porch (Sample P4C) was reported to contain lead at a concentration of 0.019% by weight.
- Paint (Green) on exterior shutters on north side of the building (Sample P6B) was reported to contain lead at a concentration of 0.16% by weight.

Samples of the following materials were determined to contain concentrations of lead below the limit of detection for the analytical method performed:

- Paint (White) on the south wall of the bedroom (Sample P4A).
- Paint (White) on the west wall of the laundry room (Sample P4B).
- Paint (White) on the gutter/downspout on northwest exterior of the building (Sample P5A).
- Paint (White) on the gutter/downspout on southwest exterior of the building (Sample P5B).
- Paint (Green) on exterior shutters on south side of the building (Sample P6A).

Any contractor and/or workers conducting any renovation, repair or demolition activities should be notified of the findings presented in this report and the contractor should be tasked with determining whether lead-safe work practices are to be employed and/or whether personnel should be provided personal protective equipment (PPE).

7.3 Mold

Terracon collected six (6) non-viable tape samples from one outdoor and five indoor locations of the subject building. Based on the comparison approach previously mentioned in this report, the fungal types and the numbers of spores present in each sample, revealed the following:

- Elevated (high) spore concentrations (>1000 spores per area analyzed) of *Aspergillus / Penicillium* and *Cladosporium* spores were reported in interior tape lift samples collected from the bedroom 1 east wall, living room north wall, bedroom 2 east wall, laundry room north wall, and kitchen east wall. The visual staining and SVG observed in the report indicate indoor mold amplification which may be the result of uncontrolled temperature and humidity or moisture intrusion into the building. We recommend that additional assessment be performed to correct the issue prior to planned renovations.

8.0 GENERAL COMMENTS

The asbestos survey, lead paint testing and limited mold assessment were conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by Donadio & Associates, Architects, P.A. for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

APPENDIX A
ASBESTOS SURVEY SAMPLE SUMMARY
Historic Building
7770 Jungle Trail
Vero Beach, Florida 32963
Terracon Project No. HD207110

HA No.	Material Description	Sample Number	Sample Location	Lab Results	NESHAP Category	Condition
	Compressed Siding	B1A	South Ext. Wall	None Detected	N/A	Good
	Compressed Siding	B1B	East Ext. Wall	None Detected	N/A	Good
	Black Felt	B2A	Under Siding (South Wall)	None Detected	N/A	Good
	Black Felt	B2B	Under Siding (East Wall)	None Detected	N/A	Good
	Off-White Caulk	B3A	Seams of Siding and Shutters (South Ext. Wall)	None Detected	N/A	Good
	Off-White Caulk	B3B	Seams of Siding and Shutters (North Ext. Wall)	None Detected	N/A	Good
	Window Glaze Putty	B4A	East Wall of Porch	None Detected	N/A	Good
	Window Glaze Putty	B4B	North Exterior Wall	None Detected	N/A	Good
	6”x36” “Faux” wood vinyl flooring w/adhesive	B5A	North Section of Porch Floor	None Detected	N/A	Good
	6”x36” “Faux” wood vinyl flooring w/adhesive	B5B	South Section of Hallway Floor	None Detected	N/A	Good
	6”x36” “Faux” wood vinyl flooring w/adhesive	B5C	Bedroom 1	None Detected	N/A	Good
	Off-White & Blue “Box” Pattern SNF w/yellow mastic	B6A	Laundry Room Floor	None Detected	N/A	Good
	Off-White & Blue “Box” Pattern SNF w/yellow mastic	**B6B**	**Laundry Room Floor**	**20% Chrysotile (Linoleum)**	**N/A**	**Good**
	Off-White & Peach “Box” Pattern SNF w/adhesive	**B7A**	**Bathroom Floor**	**15% Chrysotile (Linoleum)**	**N/A**	**Good**
	Off-White & Peach “Box” Pattern SNF w/adhesive	**B7B**	**Bathroom Floor**	**20% Chrysotile (Linoleum)**	**N/A**	**Good**
	White Caulk	B8A	Porch – South Int. Wall	None Detected	N/A	Good
	White Caulk	B8B	Porch – West Int. Wall	None Detected	N/A	Good
	12”x12” White Compressed CT	B9A	Living Room Ceiling	None Detected	N/A	Good
	12”x12” White Compressed CT	B9B	Bedroom 2 Ceiling	None Detected	N/A	Good
	12”x12” White Compressed CT	B9C	Laundry Room Ceiling	None Detected	N/A	Good
	Black Mastic on Fiberglass Insulation	B10A	Attic – Above CT	None Detected	N/A	Good
	Black Mastic on Fiberglass Insulation	B10B	Attic – Above CT	None Detected	N/A	Good
	Black Mastic on Fiberglass Insulation	B10C	Attic – Above CT	None Detected	N/A	Good
	Gray Mastic on Fiberglass Insulation	**B11A**	**Attic – Above CT**	**5% Chrysotile**	**N/A**	**Good**
	Gray Mastic on Fiberglass Insulation	**B11B**	**Attic – Above CT**	**6% Chrysotile**	**N/A**	**Good**
	12”x12” Brown “Marble” Pattern Tile w/adhesive	B12A	Kitchen - Backsplash	None Detected	N/A	Good
	12”x12” Brown “Marble” Pattern Tile w/adhesive	B12B	Kitchen - Backsplash	None Detected	N/A	Good
	4”x4” Off-White Ceramic Tile w/Grout & Brown Mastic	B13A	Bathroom Walls	None Detected	N/A	Good
	4”x4” Off-White Ceramic Tile w/Grout & Brown Mastic	B13B	Bathroom Walls	None Detected	N/A	Good

APPENDIX B
ASBESTOS LABORATORY ANALYTICAL REPORTS

EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808

Tel/Fax: (407) 599-5887 / (407) 599-9063

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

EMSL Order:	342101970
Customer ID:	TERC62
Customer PO:	HD207110
Project ID:	

Attention:	Carver Gittens	**Phone:**	(407) 740-6110
	Terracon Consultants, Inc.	**Fax:**	(407) 740-6112
	1675 Lee Road	**Received Date:**	02/03/2021 1:15 PM
	Winter Park, FL 32789	**Analysis Date:**	02/05/2021 - 02/08/2021
		Collected Date:	
Project:	Historic Bldg - HD207110		

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B1A *342101970-0001*	South Ext. Wall - Compressed Siding	Brown/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
B1B *342101970-0002*	East Ext. Wall - Compressed Siding	Brown/White Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (Other)	None Detected
B2A *342101970-0003*	Under Siding - S. Wall (Ext.) - Black Felt	Black Non-Fibrous Homogeneous	65% Cellulose	35% Non-fibrous (Other)	None Detected
B2B *342101970-0004*	Under Siding - E. Wall (Ext.) - Black Felt	Black Fibrous Heterogeneous	70% Cellulose	30% Non-fibrous (Other)	None Detected
B3A *342101970-0005*	Seams Of Siding & Shutters - S. Ext Wall - Off White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B3B *342101970-0006*	Seams Of Siding & Shutters - N. Ext Wall - Off White Caulk	White/Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B4A *342101970-0007*	E. Wall Of Porch - Window Glaze Putty	Tan/White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
B4B *342101970-0008*	N. Ext. Wall - Window Glaze Putty	Tan/White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
B5A-Vinyl Floor Tile *342101970-0009*	N. Sect Of Porch - Floor - 6"x36" "Faux" Wood Vinyl Flooring w/Adhesive	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B5A-Adhesive *342101970-0009A*	N. Sect Of Porch - Floor - 6"x36" "Faux" Wood Vinyl Flooring w/Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B5B-Vinyl Floor Tile *342101970-0010*	S. Sect Of Hallway - Floor - 6"x36" "Faux" Wood Vinyl Flooring w/Adhesive	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B5B-Adhesive *342101970-0010A*	S. Sect Of Hallway - Floor - 6"x36" "Faux" Wood Vinyl Flooring w/Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B5C-Vinyl Floor Tile *342101970-0011*	Bed 1 - 6"x36" "Faux" Wood Vinyl Flooring w/Adhesive	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B5C-Adhesive *342101970-0011A*	Bed 1 - 6"x36" "Faux" Wood Vinyl Flooring w/Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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EMSL Order: 342101970
Customer ID: TERC62
Customer PO: HD207110
Project ID:

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B6A-Vinyl Sheet Flooring *342101970-0012*	Laundry Room - Floor - Off White & Blue "Box" Pattern S.V.F w/Yellow Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B6A-Mastic *342101970-0012A*	Laundry Room - Floor - Off White & Blue "Box" Pattern S.V.F w/Yellow Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B6B-Vinyl Sheet Flooring *342101970-0013*	Laundry Room - Floor - Off White & Blue "Box" Pattern S.V.F w/Yellow Mastic	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B6B-Mastic *342101970-0013A*	Laundry Room - Floor - Off White & Blue "Box" Pattern S.V.F w/Yellow Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B6B-Linoleum *342101970-0013B*	Laundry Room - Floor - Off White & Blue "Box" Pattern S.V.F w/Yellow Mastic	Tan Fibrous Heterogeneous		80% Non-fibrous (Other)	20% Chrysotile
B7A-Vinyl Sheet Flooring *342101970-0014*	Bathroom - Floor - Off White w/Peach "Box" Pattern S.V.F w/Adhesive	White Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B7A-Mastic *342101970-0014A*	Bathroom - Floor - Off White w/Peach "Box" Pattern S.V.F w/Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B7A-Linoleum *342101970-0014B*	Bathroom - Floor - Off White w/Peach "Box" Pattern S.V.F w/Adhesive	Brown Fibrous Homogeneous	65% Cellulose	20% Non-fibrous (Other)	15% Chrysotile
B7B-Vinyl Sheet Flooring *342101970-0015*	Bathroom - Floor - Off White w/Peach "Box" Pattern S.V.F w/Adhesive	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B7B-Mastic *342101970-0015A*	Bathroom - Floor - Off White w/Peach "Box" Pattern S.V.F w/Adhesive	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B7B-Linoleum *342101970-0015B*	Bathroom - Floor - Off White w/Peach "Box" Pattern S.V.F w/Adhesive	Tan Fibrous Heterogeneous		80% Non-fibrous (Other)	20% Chrysotile
B8A *342101970-0016*	Porch - S. Int. Wall - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B8B *342101970-0017*	Porch - W. Int. Wall - White Caulk	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B9A *342101970-0018*	Living Room - Ceiling - 12"x12" White Compressed C.T.	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
B9B *342101970-0019*	Bed 2 - Ceiling - 12"x12" White Compressed C.T.	Brown/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected

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EMSL Order: 342101970
Customer ID: TERC62
Customer PO: HD207110
Project ID:

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B9C *342101970-0020*	Laundry Rm - Ceiling - 12"x12" White Compressed C.T. (Newer)	Tan Fibrous Heterogeneous	40% Cellulose 30% Min. Wool	20% Perlite 10% Non-fibrous (Other)	None Detected
B10A-Mastic *342101970-0021*	Attic - Above C.T - Black Mastic On Fiberglass Insulation	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B10A-Fiberglass *342101970-0021A*	Attic - Above C.T - Black Mastic On Fiberglass Insulation	Pink Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
B10B-Mastic *342101970-0022*	Attic - Above C.T - Black Mastic On Fiberglass Insulation	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B10B-Fiberglass *342101970-0022A*	Attic - Above C.T - Black Mastic On Fiberglass Insulation	Pink Fibrous Homogeneous	95% Min. Wool	5% Non-fibrous (Other)	None Detected
B10C-Mastic *342101970-0023*	Attic - Above C.T - Black Mastic On Fiberglass Insulation	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B10C-Fiberglass *342101970-0023A*	Attic - Above C.T - Black Mastic On Fiberglass Insulation	Pink Fibrous Homogeneous	97% Min. Wool	3% Non-fibrous (Other)	None Detected
B11A *342101970-0024*	Attic - - Gray Mastic On Fiberglass Ducts	Gray Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
B11B *342101970-0025*	Attic - - Gray Mastic On Fiberglass Ducts	Gray Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
B12A-Floor Tile *342101970-0026*	Kitchen - Backsplash - 12"x12" Brown "Marble" Pattern V.T w/Adh.	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B12A-Adhesive *342101970-0026A*	Kitchen - Backsplash - 12"x12" Brown "Marble" Pattern V.T w/Adh.	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B12B-Floor Tile *342101970-0027*	Kitchen - Backsplash - 12"x12" Brown "Marble" Pattern V.T w/Adh.	Gray/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B12B-Adhesive *342101970-0027A*	Kitchen - Backsplash - 12"x12" Brown "Marble" Pattern V.T w/Adh.	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B13A-Ceramic Tile *342101970-0028*	Bathroom - Walls. - 4"x4" Off White Cer. Tile, Grout & Brown Mastic	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B13A-Grout *342101970-0028A*	Bathroom - Walls. - 4"x4" Off White Cer. Tile, Grout & Brown Mastic	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
B13A-Mastic *342101970-0028B*	Bathroom - Walls. - 4"x4" Off White Cer. Tile, Grout & Brown Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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EMSL Order:	342101970
Customer ID:	TERC62
Customer PO:	HD207110
Project ID:	

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

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
B13B-Ceramic Tile *342101970-0029*	Bathroom - Walls. - 4"x4" Off White Cer. Tile, Grout & Brown Mastic	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
B13B-Grout *342101970-0029A*	Bathroom - Walls. - 4"x4" Off White Cer. Tile, Grout & Brown Mastic	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
B13B-Mastic *342101970-0029B*	Bathroom - Walls. - 4"x4" Off White Cer. Tile, Grout & Brown Mastic	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Jhon Rosario (26)
Laura Vera (22)

Carlos Rivadeneyra, Laboratory Director
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 “Interim Method”) but augmented with procedures outlined in the 1993 (”final”) version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Orlando, FL NVLAP Lab Code 101151-0

Initial report from: 02/08/2021 11:36:57

APPENDIX C
LEAD SURVEY SAMPLE SUMMARY
Historic Building
7770 Jungle Trail
Vero Beach, Florida 32963
Terracon Project No. HD207110

Sample Number	Sample Location	Component	Lead Concentration* (% by weight)
P1A	**Around Exterior Window Frame (South Wall)**	**Light & Dark Green Paint**	**4.7%**
P1B	**Around Exterior Window Frame (North Wall)**	**Light & Dark Green Paint**	**4.5%**
P2A	**Exterior Siding (South wall)**	**White Paint**	**0.011%**
P2B	**Exterior Siding (North wall)**	**White Paint**	**0.013%**
P3A	**Stairs (NW Section of Building)**	**Dark Green & White Paint**	**0.18%**
P3B	**Stairs (Main Entry)**	**Dark Green & White Paint**	**0.36%**
P4A	Bedroom 2 (South Wall)	White Paint	<0.008%
P4B	Laundry Room (West Wall)	White Paint	<0.008%
P4C	**Porch (East Wall)**	**White Paint**	**0.019%**
P5A	Gutter/Downspout (NW Exterior)	White Paint	<0.014%
P5B	Gutter/Downspout (SW Exterior)	White Paint	<0.008%
P6A	Exterior Shutters (South Section)	Green Paint	<0.008%
P6B	**Exterior Shutters (North Section)**	**Green Paint**	**0.16%**

*OSHA Lead Standard for Construction (29 CFR 1926.62) applies to any detectable concentration lead in paint. Demolition or renovation of the listed components will be subject to the OSHA Lead Standard for Construction.

The OSHA Lead Standard for Construction (29 CFR 1926.62) applies to construction work where an employee may be occupationally exposed to lead. All work related to construction, alteration, or repair (including painting and decorating) is included.

APPENDIX D

LEAD ANALYTICAL LABORATORY DATA

EMSL Analytical, Inc.
3303 PARKWAY CENTER COURT, Orlando, FL 32808
Phone/Fax: (407) 599-5887 / (407) 599-9063
http://www.EMSL.com orlandolab@emsl.com

EMSL Order:	342101846
CustomerID:	TERC62
CustomerPO:	HD207110
ProjectID:	

Attn: **Carver Gittens**
Terracon Consultants, Inc.
1675 Lee Road
Winter Park, FL 32789

Phone:	(407) 740-6110
Fax:	(407) 740-6112
Received:	2/3/2021 01:15 PM
Collected:	

Project: **Historic Bldg - HD207110**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client Sample Description	*Lab ID*	*Collected*	*Analyzed*	*Weight*	*Lead Concentration*
P1A	*342101846-0001*		2/4/2021	0.2853 g	4.7 % wt
	Site: Around Ext. Window Frame - S. Wall, Lt & Dk Green				
P1B	*342101846-0002*		2/4/2021	0.2812 g	4.5 % wt
	Site: Around Ext. Window Frame - N. Wall, Lt & Dk Green				
P2A	*342101846-0003*		2/4/2021	0.2780 g	0.011 % wt
	Site: Ext. Siding - S. Wall, White				
P2B	*342101846-0004*		2/4/2021	0.2588 g	0.013 % wt
	Site: Ext. Siding - N. Wall, White				
P3A	*342101846-0005*		2/4/2021	0.2611 g	0.18 % wt
	Site: Stairs - N. W Sect, Dk Green & White				
P3B	*342101846-0006*		2/4/2021	0.2695 g	0.36 % wt
	Site: Stairs - Main Entry, Dk Green & White				
P4A	*342101846-0007*		2/4/2021	0.2787 g	<0.0080 % wt
	Site: Bed 2 - S. Wall, White				
P4B	*342101846-0008*		2/4/2021	0.2610 g	<0.0080 % wt
	Site: Laundry - W. Wall, White				
P4C	*342101846-0009*		2/4/2021	0.2562 g	0.019 % wt
	Site: Porch - E. Wall, White				
P5A	*342101846-0010*		2/4/2021	0.1478 g	<0.014 % wt
	Site: Gutter/Down Spout - N.W. Sect, White				
P5B	*342101846-0011*		2/4/2021	0.2545 g	<0.0080 % wt
	Site: Gutter/Down Spout - S.W Sect, White				
P6A	*342101846-0012*		2/4/2021	0.2698 g	<0.0080 % wt
	Site: Ext. Shutters - S. Sect, Green				
P6B	*342101846-0013*		2/4/2021	0.3062 g	0.16 % wt
	Site: Ext. Shutters - N. Sect, Green				

Carlos Rivadeneyra, Laboratory Director
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.
Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc. Orlando, FL AIHA-LAP, LLC--ELLAP Accredited #163563

Initial report from 02/05/2021 19:03:17

APPENDIX E
MOLD SAMPLE SUMMARY
Historic Building
7770 Jungle Trail
Vero Beach, Florida 32963
Terracon Project No. HD207110

Sample Number	Sample Location	Indoor/Outdoor	Detected Mold Genera (Spore Count)
TL1	Bedroom 1 (East Wall)	Indoor	Aspergillus/Penicillium (> 1,000)*
TL2	Living Room (North Wall)	Indoor	Aspergillus/Penicillium (> 1,000)*
TL3	Porch (East Wall)	Outdoor	Alternaria-Ulocladium (1-10) Aspergillus/Penicillium (10-100)* Bipolaris (1-10)*
TL4	Bedroom 2 (East Wall)	Indoor	Aspergillus/Penicillium (> 1,000)*
TL5	Laundry Room (North Wall)	Indoor	Aspergillus/Penicillium (> 1,000)*
TL6	Kitchen (East Wall)	Indoor	Aspergillus/Penicillium (> 10-100)* Cladosporium (> 1,000)*

* = Sample contains fruiting structures and/or hyphae associated with the spores

APPENDIX F
MOLD LABORATORY ANALYTICAL REPORTS

EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808
Tel/Fax: (407) 599-5887 / (407) 599-9063
http://www.EMSL.com / orlandolab@emsl.com

EMSL Order: 342101971
Customer ID: TERC62
Customer PO: HD207110
Project ID:

Attention: Carver Gittens
Terracon Consultants, Inc.
1675 Lee Road
Winter Park, FL 32789

Phone: (407) 740-6110
Fax: (407) 740-6112
Collected Date:
Received Date: 02/03/2021
Analyzed Date: 02/08/2021

Project: Historic Bldg - HD207110

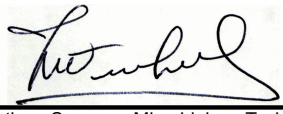
Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number:	342101971-0001	342101971-0002	342101971-0003	342101971-0004	342101971-0005
Client Sample ID:	TL1	TL2	TL3	TL4	TL5
Sample Location:	Bedroom 1 - E. Wall	Living Rm - N. Wall	Porch - E. Wall	Bed 2 - E. Wall	Laundry Rm. - N. Wall
Spore Types	Category	Category	Category	Category	Category
Alternaria (Ulocladium)	-	-	Rare	-	-
Ascospores	-	-	-	-	-
Aspergillus/Penicillium	*High*	*High*	*Low*	*High*	*High*
Basidiospores	-	-	-	-	-
Bipolaris++	-	-	Rare	-	-
Chaetomium	-	-	-	-	-
Cladosporium	-	-	*High*	-	-
Curvularia	-	-	-	-	-
Epicoccum	-	-	-	-	-
Fusarium	-	-	-	-	-
Ganoderma	-	-	-	-	-
Myxomycetes++	-	-	-	-	-
Pithomyces++	-	-	-	-	-
Rust	-	-	-	-	-
Scopulariopsis/Microascus	-	-	-	-	-
Stachybotrys/Memnoniella	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-
Zygomycetes	-	-	-	-	-
Hyphal Fragment	-	-	-	-	-
Insect Fragment	-	Rare	Rare	-	-
Pollen	Rare	-	Medium	-	-

Category: Count/per area analyzed - Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

- Denotes Not Detected.
++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.
* = Sample contains fruiting structures and/or hyphae associated with the spores.

No discernable field blank was submitted with this group of samples.



Yessica Martinez Seeman, Microbiology Technical Manager, Central Florida
or other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. Orlando, FL AIHA-LAP, LLC-EMLAP Accredited #163563

Initial report from: 02/08/2021 12:41 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com

EMSL Analytical, Inc.

3303 PARKWAY CENTER COURT Orlando, FL 32808
Tel/Fax: (407) 599-5887 / (407) 599-9063
http://www.EMSL.com / orlandolab@emsl.com

EMSL Order: 342101971
Customer ID: TERC62
Customer PO: HD207110
Project ID:

Attention: Carver Gittens
Terracon Consultants, Inc.
1675 Lee Road
Winter Park, FL 32789

Phone: (407) 740-6110
Fax: (407) 740-6112
Collected Date:
Received Date: 02/03/2021
Analyzed Date: 02/08/2021

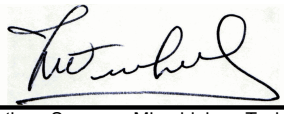
Project: Historic Bldg - HD207110

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Tape Samples (EMSL Method MICRO-SOP-200)

Lab Sample Number:	**342101971-0006**				
Client Sample ID:	**TL6**				
Sample Location:	**Kitchen - E. Wall**				
Spore Types	Category				
Alternaria (Ulocladium)	-				
Ascospores	-				
Aspergillus/Penicillium	*Low*				
Basidiospores	-				
Bipolaris++	-				
Chaetomium	-				
Cladosporium	*High*				
Curvularia	-				
Epicoccum	-				
Fusarium	-				
Ganoderma	-				
Myxomycetes++	-				
Pithomyces++	-				
Rust	-				
Scopulariopsis/Microascus	-				
Stachybotrys/Memnoniella	-				
Unidentifiable Spores	-				
Zygomycetes	-				
Hyphal Fragment	-				
Insect Fragment	-				
Pollen	-				

Category: Count/per area analyzed - Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

- Denotes Not Detected.
++ Includes other spores with similar morphology; see EMSL's fungal glossary for each specific category.
* = Sample contains fruiting structures and/or hyphae associated with the spores.



Yessica Martinez Seeman, Microbiology Technical Manager, Central Florida
or other Approved Signatory

No discernable field blank was submitted with this group of samples.

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Samples analyzed by EMSL Analytical, Inc. Orlando, FL AIHA-LAP, LLC-EMLAP Accredited #163563

Initial report from: 02/08/2021 12:41 PM

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com

APPENDIX G

SITE PHOTOGRAPHS

Site Photographs
Historic Building
7770 Jungle Trail ■ Vero Beach, Florida
February 16, 2021 ■ Terracon Project No. HD207110

Photo #1 View of building facing south.

Photo #2 View of building facing southwest.

Photo #3 View of building facing northwest.

Photo #4 View of building facing northeast.

Photo #5 View of off-white & blue “box” pattern SVF reported to be ACM.

Photo #6 View of off-white & peach “box” pattern SVF reported to be ACM.

Photo #7 Gray mastic reported to be ACM.

Photo #8 View of porch.

Photo #9 View of living room.

Photo #10 View of Kitchen.

Photo #11 View of attic.

Photo #12 Example of possible mold growth.

APPENDIX H

LICENSES AND CERTIFICATIONS

UF | TREEO Center
UNIVERSITY of FLORIDA

Center for Training, Research and Education for Environmental Occupations

certifies

Carver D. Gittens

Terracon Consultants, Inc., 1675 Lee Rd. Winter Park, FL 32789

Having passed a 25-question exam with a score of 70% or higher has successfully met training requirements for

Asbestos Refresher: Inspector Online

FDBPR Asbestos Licensing Unit: Provider #0000995; Course #FL49-0006389 (½ Day; 3.40 Contact Hours)

(Reaccreditation for Inspector under TSCA Title II/AHERA)

Conducted

02/05/2020

Certificate #: 210135-1105
***Exam Date:* 02/05/2020**
***EPA accreditation expires:* 02/05/2021**
Principal Instructor: Brian Duchene, PE, LAC
CEUs: 0.4
FBPR LAC: #0000995; Course ## 0006389
FBPE CEHs: #0004021; Course #0009083/Educational Institutions: 4 CEHs

Carol Hinton

Carol Hinton, Associate Director

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

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

HOLLEY, TOM C

TERRACON CONSULTANTS INC
5463 W WATERS AVE STE 830
C/O TERRACON CONSULTANTS
TAMPA FL 33634

LICENSE NUMBER: AX75

EXPIRATION DATE: NOVEMBER 30, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

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

TERRACON CONSULTANTS INC

MICHAEL W SCHRUM
1675 LEE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: ZA337

EXPIRATION DATE: NOVEMBER 30, 2021

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Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD ASSESSOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

O REILLY, JOHN LEE

3876 LOWER UNION ROAD
ORLANDO FL 32814

LICENSE NUMBER: MRSA212

EXPIRATION DATE: JULY 31, 2022

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Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

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

HOLLEY, TOM C

TERRACON CONSULTANTS INC
5463 W WATERS AVE STE 830
C/O TERRACON CONSULTANTS
TAMPA FL 33634

LICENSE NUMBER: AX75

EXPIRATION DATE: NOVEMBER 30, 2022

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Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

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TERRACON CONSULTANTS INC

MICHAEL W SCHRUM
1675 LEE ROAD
WINTER PARK FL 32789

LICENSE NUMBER: ZA337

EXPIRATION DATE: NOVEMBER 30, 2021

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United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101151-0

EMSL Analytical, Inc.

Orlando, FL

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

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2020-07-01 through 2021-06-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.
3303 Parkway Center Court
Orlando, FL 32808
Mr. Carlos Rivadeneyra
Phone: 407-599-5887
Email: crivadeneyra@emsl.com
http://www.emsl.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 101151-0**

Bulk Asbestos Analysis

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

Airborne Asbestos Analysis

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

For the National Voluntary Laboratory Accreditation Program

Effective 2020-07-01 through 2021-06-30

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

EMSL Analytical, Inc.

3303 Parkway Center Ct Orlando, FL 32808-1040

Laboratory ID: LAP-163563

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

☑	**INDUSTRIAL HYGIENE**	Accreditation Expires: February 01, 2022
☑	**ENVIRONMENTAL LEAD**	Accreditation Expires: February 01, 2022
☑	**ENVIRONMENTAL MICROBIOLOGY**	Accreditation Expires: February 01, 2022
☐	**FOOD**	Accreditation Expires:
☐	**UNIQUE SCOPES**	Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

Beth Bair

Elizabeth Bair
Chairperson, Analytical Accreditation Board

Cheryl O. Morton

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision 17: 09/11/2018

Date Issued: 01/31/2020

AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

EMSL Analytical, Inc.
3303 Parkway Center Ct Orlando, FL 32808-1040

Laboratory ID: LAP-163563
Issue Date: 01/31/2020

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air and composited wipes analyses are not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

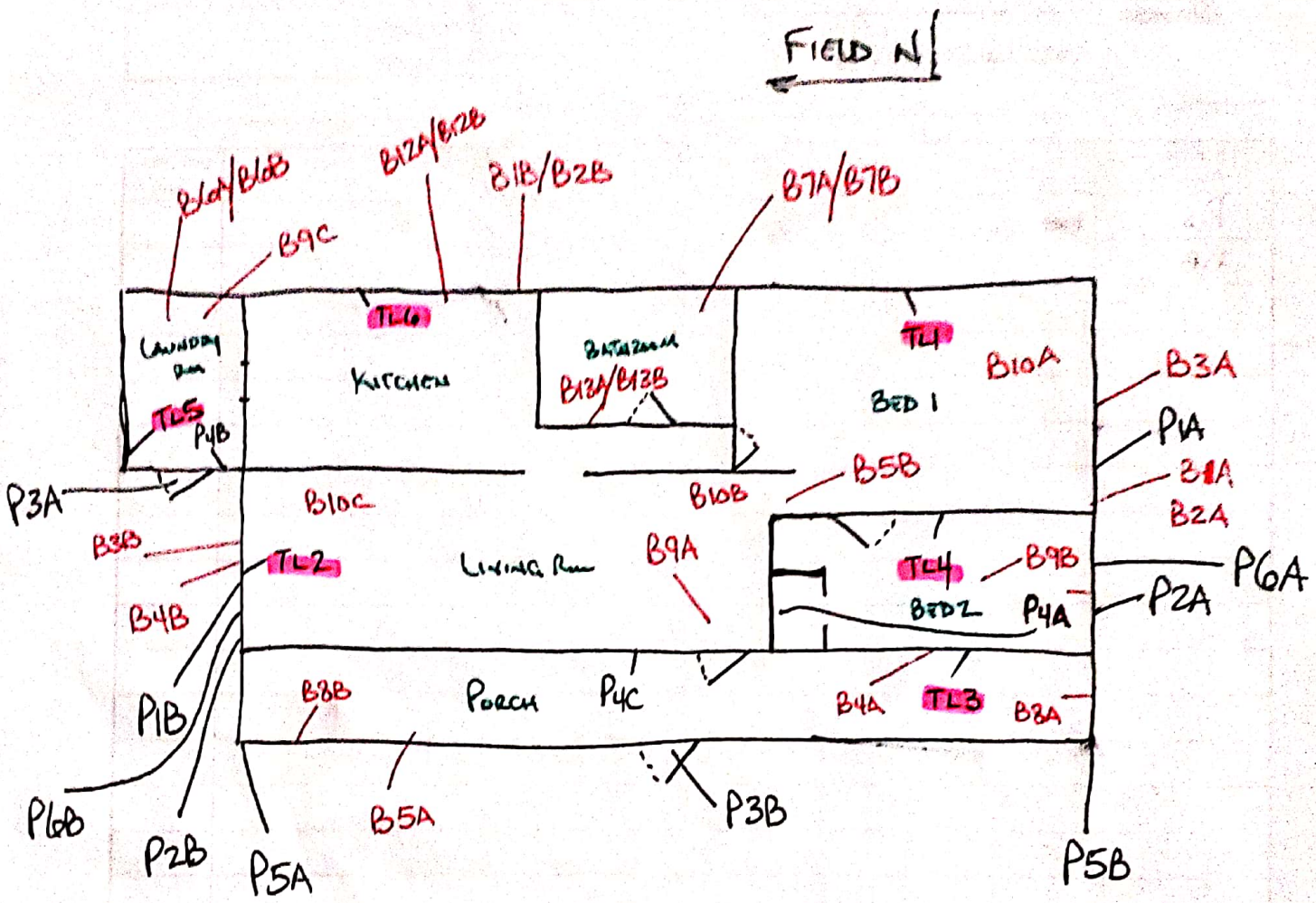
Initial Accreditation Date: 09/01/2007

Component, parameter or characteristic tested	Technology sub-type/Detector	Method	Method Description *(for internal methods only)*
Airborne Dust	AA	NIOSH 7082	N/A
Paint	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A
Settled Dust by Wipe	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A
Soil	AA	EPA SW-846 3050B	N/A
		EPA SW-846 3051A	N/A
		EPA SW-846 7000B	N/A

A complete listing of currently accredited ELLAP laboratories is available on the AIHA-LAP, LLC website at: *http://www.aihaaccreditedlabs.org*

APPENDIX I

SITE DRAWING



HISTORIC BLDG

2-3-21

C GITTENS.

HD207110

Scanned with CamScanner

Appendix 4
Project Plans

HAZARD MITIGATION ELEVATION

OF

JONES' PIER CONSERVATION AREA HISTORIC RESIDENCE

7770 JUNGLE TRAIL

VERO BEACH, FLORIDA 32963

FOR

INDIAN RIVER COUNTY PARKS DIVISION

INDIAN RIVER COUNTY, FLORIDA

FEMA PROJECT # 4283-91-R

MAY 10 2021

BID & PERMIT ISSUE

STRUCTURAL ENGINEER

T.E. SCHLITT ENGINEERINGS

1555 Indian River Blvd., Suite B-145
Vero Beach, Florida 32960
Tel.: 772-360-4998
info@schlittengineering.com

CIVIL ENGINEER

MBV ENGINEERING, INC.

1835 20th Street
Vero Beach, Florida 32960
Tel.: 772-569-0035

DONADIO

& Associates, Architects P.A.

2001 9th Avenue, Suite 308
Vero Beach, FL 32960
Tel.772.794.2929
Fax.772.562.8600
www.donadio-arch.com
License No. AA0002238

INDEX OF DRAWINGS

I/O	Dwg. No	Drawing Name
☐	A0.10	COVER SHEET/INDEX OF DRAWINGS

CIVIL DRAWINGS

I/O	Dwg. No	Drawing Name
☐	C-1	SITE PLAN / CUT AND FILL

ARCHITECTURAL DRAWINGS

I/O	Dwg. No	Drawing Name
☐	A2.10	SITE PLAN, NOTES, SECTIONS & DETAILS
☐	A3.10	FRONT ELEVATION, NOTES

STRUCTURAL DRAWINGS

I/O	Dwg. No	Drawing Name
☐	1 of 5	STRUCTURAL NOTES
☐	2 of 5	FOUNDATION PLAN
☐	3 of 5	FLOOR FRAMING PLAN
☐	4 of 5	STRUCTURAL PLAN / SECTIONS AND DETAILS
☐	5 of 5	STRUCTURAL SECTIONS AND DETAILS

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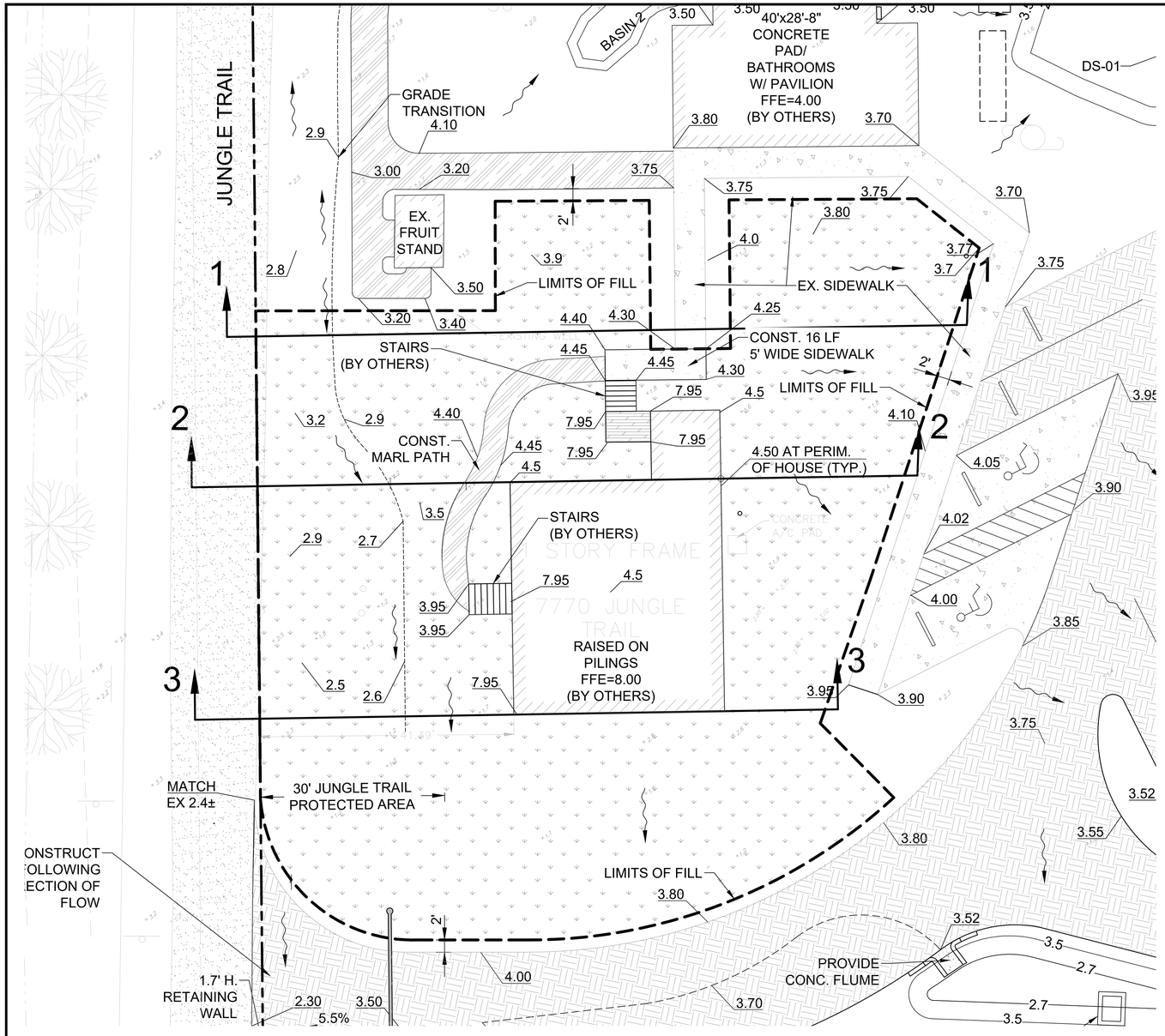


CUT/FILL FOR HISTORIC HOUSE SKETCH

SCALE: 1" = 10'

GRAPHIC SCALE
0 10 20
(IN FEET)
1 inch = 10 ft.

FILL BALANCE WITHIN LIMITS OF FILL

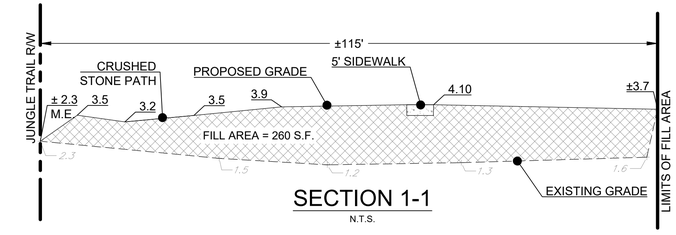
	Regular Exc.		Distance
Section	A(sf)	V (cy)	(ft)
0-0	0		
		101	21
1-1	260		
		237	24.4
2-2	265		
		305	37.9
3-3	170		
		115	36.6
4-4	0		

TOTAL FILL = 759 CY

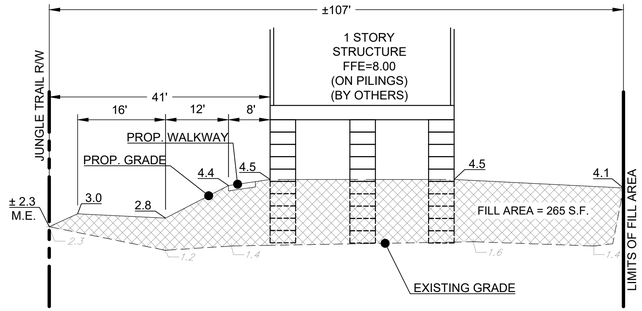
NOTES:
1. FILL DOES NOT ACCOUNT FOR ANY CLEARING OR GRUBBING WITHIN THE AREA.
2. FILL IS CONSIDERED IN SITU. NO COMPACTION FACTOR HAS BEEN APPLIED FOR HAULING TO SITE.
3. ALL NON-STRUCTURAL FILL MATERIAL SHALL COMPLY WITH SECTION 120 OF FDOT'S "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION. FILL SHALL BE CLASSIFIED AS HYDROLOGIC GROUP A SOIL, WITH MINIMUM INFILTRATION RATE OF 6 IN/HR.

LEGEND

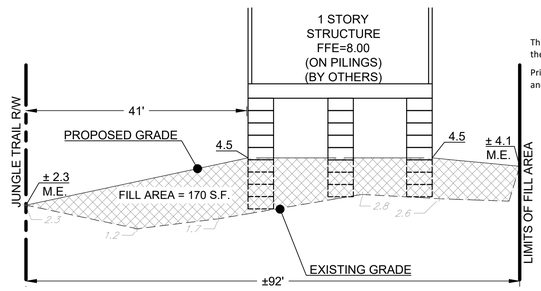
- PROPOSED ASPHALT MILLINGS DRIVEWAY & PARKING LOT
- PROPOSED MARL WALK PATH BETW. BLDGS.
- PROPOSED CONCRETE
- EXISTING ELEVATION
- PROPOSED ELEVATION
- DRAINAGE FLOW PATTERN
- OAK TREE W/SIZE
- MANGROVE TREE LINE
- COCONUT PALM
- CABBAGE PALM
- CABBAGE PALM
- ROYAL PALM
- NORFOLK ISLAND PINE
- WASHINGTON PALM
- LIMITS OF CONSTRUCTION/ PHASE LINE



SECTION 1-1
N.T.S.

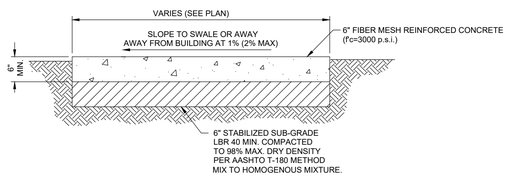


SECTION 2-2
N.T.S.

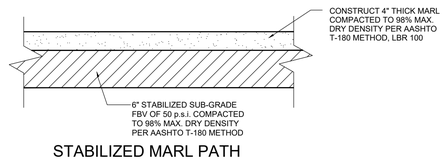


SECTION 3-3
N.T.S.

AREA OF FILL



ON-SITE CONCRETE SIDEWALK DETAIL
N.T.S.



STABILIZED MARL PATH
N.T.S.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

DATE	REVISIONS
05/05/2021	3 RC ENGINEERING COMMENTS
02/09/2021	2 REVISE GRADES AND CONST. LIMITS
01/20/2021	1 REMOVE SIDEWALK/RAMP TO BLDG.

JOB NO. 17-0133
DESIGNED ND
DRAWN RT
DATE 03-22-2018
CHECKED AS
DATE ISSUED 10/28/2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1350 PALM STREET
INDIAN BEACH, FL 32960
PH: (772) 778-3013
FX: (772) 778-3073
MELBOURNE, FL – PH (321) 253-3555
FT. PIERCE, FL – PH (772) 409-3555

CUT/FILL FOR HISTORIC HOUSE SKETCH

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

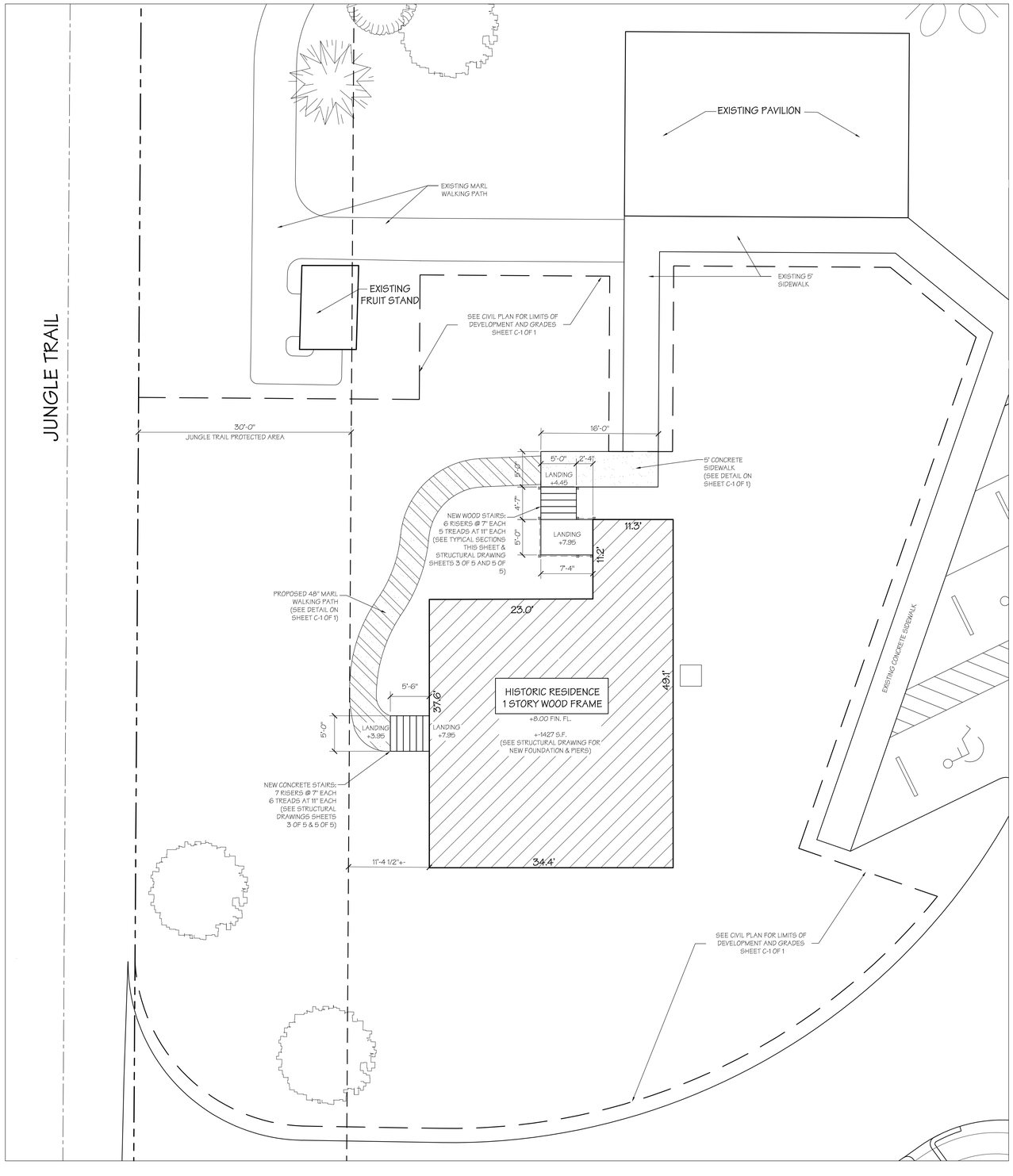
FLORIDA
INDIAN RIVER COUNTY

This item has been digitally signed & sealed by Aaron Stanton, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.

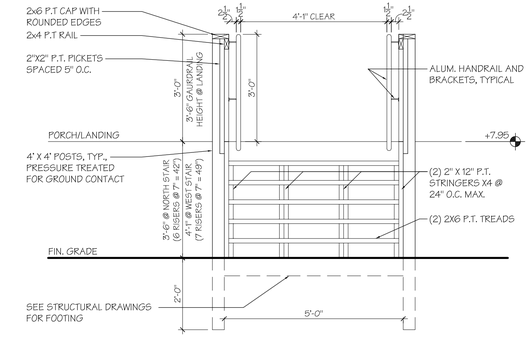
AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET 1 OF 1
17-0133



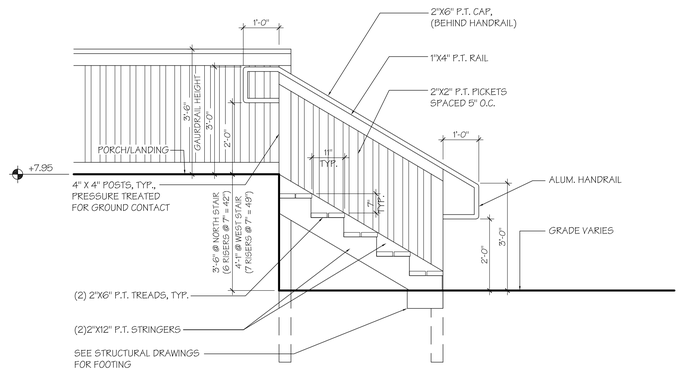
01 SITE PLAN

SCALE: 1/8" = 1'-0"



02 TYPICAL STAIR DETAIL

SCALE: 1/2" = 1'-0"



03 TYPICAL STAIR SECTION

SCALE: 1/2" = 1'-0"

GENERAL CONSTRUCTION NOTES

A. THE MAIN PURPOSE OF THIS SCOPE OF WORK IS TO ELEVATE THE HISTORIC SINGLE-FAMILY RESIDENCE LOCATED AT 7770 JUNGLE TRAIL, VERO BEACH, , INDIAN RIVER COUNTY, FLORIDA 32963, FUNDED THROUGH THE HAZARD MITIGATION GRANT PROGRAM (HMGP) DR-4283-91-R, AS APPROVED BY THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT DIVISION) AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).

B. ALL CODES HAVING JURISDICTION SHALL BE OBSERVED STRICTLY FOR THE WORK SPECIFIED, INCLUDING ALL STATE, LOCAL, FEDERAL, BUILDING AND FIRE CODES.

C. CONTRACTOR TO VERIFY ALL ELECTRICAL, WATER AND SANITARY MAIN LINES HAVE BEEN SHUT OFF AND DISCONNECTED FROM THE HISTORIC STRUCTURE PRIOR TO LIFTING THE RESIDENCE AND NOTIFY THE OWNER AND ARCHITECT OF ANY DISCREPANCIES BEFORE STARTING WORK.

D. THE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR AND NOT HAVE CONTROL OR CHARGE OF THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES AND THE SAFETY PRECAUTIONS IN CONNECTION WITH THE DEMOLITION WORK.

E. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING AND/OR SHORING OF STRUCTURAL AND NON-STRUCTURAL ITEMS PRIOR AND DURING LIFTING OF THE STRUCTURE.

F. CONTRACTOR SHALL PROTECT FROM DAMAGE, DURING LIFTING AND NEW CONSTRUCTION, ALL EXISTING EXTERIOR SIDING, WALLS, FLOORING, CEILINGS, DOORS, STRUCTURE, ETC. THAT ARE NOT REMOVED OR RENOVATED.

G. CONTRACTOR SHALL INDICATE ACCEPTANCE OF ALL SURFACES TO RECEIVE NEW WORK AND PRIOR TO PROCEEDING WITH LIFTING WORK.

H. ALL EXISTING MATERIAL AND FINISHES TO REMAIN, THAT ARE DAMAGED AS A RESULT OF THE LIFTING AND NEW CONSRUCTION WORK, SHALL BE PATCHED, AND REPAIRED TO MATCH EXISTING FINISHES AS REQUIRED BY THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AS CODIFIED IN 36 CFR 67.7

I. IN THE EVENT THAT UNMARKED HUMAN REMAINS OR ARCHEOLOGICAL ARTIFACTS ARE ENCOUNTERED DURING PERMITTING ACTIVITIES, ALL WORK SHALL STOP IMMEDIATELY AND THE COUNTY'S REPRESENTATIVE SHALL BE PROPERLY NOTIFIED.

J. CONTRACTOR SHALL COORDINATE RECEIVING AND STAGING AREAS WITH THE OWNER, ALONG WITH THE PATH OF TRAVEL BEING USED TO BRING IN MATERIALS AND EQUIPMENT FOR THE AREA OF WORK.

Project:

HAZARD MITIGATION
ELEVATION
of
JONES' PIER
CONSERVATION AREA
HISTORIC
RESIDENCE

Indian River County Parks
Division
Indian River County, Florida

Key Plan:

Issues:

No.:	Date:	Description:
A.	12/12/19	COORDINATION
B.	03/10/20	COORDINATION
C.	03/16/20	BID & PERMIT ISSUE
D.	04/15/20	CONCRETE STAIRS 1
E.	02/10/21	BID SET

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Consultant:

Drawing Title:

HISTORIC RESIDENCE
SITE PLAN / SECTION DETAILS

Reference North

Drn: MT
Dwg. File:
Chd: AJD
XREF File:
Project No.: 2018-23.003
Plot File: .
Sheet No.:

Cert. No.: 12456

Date Signed:

A2.10

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01 WEST ELEVATION

SCALE: 1/4" = 1'-0"

CONSTRUCTION NOTES:

1. ALL EXISTING WINDOWS SHALL BE DOCUMENTED FOR THEIR EXISTING CONDITION, TAGGED AND LOGGED APPROPRIATELY FOR THEIR LOCATION AND REMOVED PRIOR TO THE LIFTING OF THE HISTORIC STRUCTURE. EXISTNG WINDOW FRAMES TO REMAIN IN PLACE.
2. REMOVED WINDOWS SHALL BE STORED ON-SITE IN THE ADJACENT COUNTY BUILDING TO THE NORTH. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR SAFELY STORING THE EXISTING WINDOWS AND TO REINSTALL THEM ONCE THE STRUCTURE HAS BEEN ELEVATED AND CONNECTED TO THE NEW FOUNDATION AND PIER SYSTEM.
3. PVC LATTICE SHALL BE 4FT. X 8FT. FOREST GREEN DIAGONAL PRIVACY LATTICE PANELS AS MANUFACTURED BY VERANDA, 7830 FREEWAY CIRCLE, MIDDLEBURG HEIGHTS, OHIO 44130. 1-877-279-4496. THE INTENT IS TO INSTALL THE LATTICE PANELS AS A FULL 4FT. HIGH PANEL WHERE POSSIBLE.
4. VERANDA CAP MOLDING SHALL BE ATTACHED WITH 1-1/2-INCH STAINLESS STEEL SCREWS AT TOP AND BOTTOM TO 2 X 6 P.T. HORIZONTAL NAILERS AS SHOWN ON STRUCTURAL SHEETS 3 OF 5 AND 5OF 5.
5. VERANDA DIVIDER MOLDING SHALL BE LOCATED ON THE CENTER LINE OF THE MASONRY PIERS. PROVIDE A VERTICAL 2 X 4 P. T. VERTICAL NAILERS AT THE CENTERLINE OF EACH PIER TO SUPPORT THE ATTACHMENT OF THE DIVIDER MOLDING.
6. VERANDA DIAGONAL PVC PRIVACY LATTICE PANEL, DIVIDER MOLDING AND CAP MOLDING SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.

Project:

HAZARD MITIGATION
ELEVATION
of
JONES' PIER
CONSERVATION AREA
HISTORIC
RESIDENCE

Indian River County Parks
Division
Indian River County, Florida

Key Plan:

Issues:

No.:	Date:	Description:
A.	04/29/20	CLIENT REVIEW
B.	04/30/20	CLIENT REVIEW
C.	05/08/20	CLIENT REVIEW
D.	02/10/21	BID SET

Architect:

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Consultant:

Drawing Title:

HISTORIC RESIDENCE
FRONT ELEVATION

Reference North

Drn: MT
Dwg. File:
Chd: AJD
XREF File:
Project No.: 2018-23.003
Plot File:
Sheet No.: A3.10

Cert. No.: 12456

Date Signed:

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ABBREVIATIONS:

AB	ANCHOR BOLT	MATL	MATERIAL
AFF	ABOVE FINISHED FLOOR	MAX	MAXIMUM
ADJ	ADJACENT	MECH	MECHANICAL
ARCH	ARCHITECTURAL	MIN	MINIMUM
BLDG	BUILDING	NTS	NOT TO SCALE
BM	BEAM	O.C.	ON CENTER
BOT	BOTTOM	OPT	OPTIONAL
BRG	BEARING	OSB	ORIENTED STRAND BOARD
CJ	CONTROL JOINT	PLY	PLYWOOD
CL	CENTERLINE	PSI	POUNDS PER SQUARE INCH
CMU	CONCRETE MASONRY UNIT	PSF	POUNDS PER SQUARE FOOT
COL	COLUMN	PT	PRESSURE TREATED
CONC	CONCRETE	REINF	REINFORCEMENT
COND	CONDITION	REQD	REQUIRED
CONT	CONTINUOUS	RO	ROUGH OPENING
CONST	CONSTRUCTION	RTU	ROOF TOP UNIT
CLG	CEILING	SCH	SCHEDULE
DBL	DOUBLE	SHTHG	SHEATHING
DIA	DIAMETER	SIM	SIMILAR
DR	DOOR	SMS	SHEET METAL SCREWS
DWG	DRAWING	SP / SYP	SOUTHERN YELLOW PINE
EA	EACH	SPF	SPRUCE PINE FIR
EJ	EXPANSION JOINT	STL	STEEL
ELECT	ELECTRICAL	STR	STRUCTURAL
EOR	ENGINEER OF RECORD	SGD	SLIDING GLASS DOOR
EQUIP	EQUIPMENT	SQ	SQUARE
FF	FINISH FLOOR	T&G	TONGUE AND GROOVE
FT	FOOT / FEET	TOB	TOP OF BEARING
GA	GAUGE	TYP	TYPICAL
GC	GENERAL CONTRACTOR	UNO	UNLESS OTHERWISE NOTED
GYP	GYPSUM	VERT	VERTICAL
HGT	HEIGHT	W/	WITH
HORIZ	HORIZONTAL	WIC	WALK IN CLOSET
HB	HOSE BIB	WD	WOOD
INS	INSULATION	WWF	WELDED WIRE FABRIC
KSI	KIPS PER SQUARE INCH	W/O	WITHOUT
MAS	MASONRY	WDW	WINDOW

Sheet List

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2	Foundation Plan	S1.10
3	Floor Framing Plan	S1.20
4	Structural Pier Sections and Details	S3.10
5	Structural Section and Details 2	S3.11

STRUCTURAL ENGINEERING SCOPE OF WORK

1. PREPARE THE EXISTING BUILDING FOR THE SHORING PROGRAM (DESIGNED BY OTHERS), THEN SHORE EXISTING WOOD FRAMED FLOOR SYSTEM AND ELEVATE THE STRUCTURE. DEMOLISH AND REMOVE PIERS, FOOTERS, STAIRS, SLABS, AND ANY OTHER ITEMS UNDER AND NEAR THE BUILDING SITE.
2. BUILD NEW FOUNDATION SYSTEM AND SET THE BUILDING ON THE NEW PIERS. BUILD NEW RAMPS, AND STAIRS PER THE SRUCTURAL PLANS AND ARCHITECTURAL PLANS.
3. SEE THE CIVIL AND ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.

GENERAL NOTES:

1. DESIGN CODE
- A. TO THE BEST OF THE DESIGN PROFESSIONALS KNOWLEDGE, THESE DOCUMENTS HAVE BEEN PREPARED WITH AND ARE IN COMPLIANCE WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE FIRE SAFETY STANDARDS AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH CHAPTERS 553 AND 633 OF THE FLORIDA STATUTES. THESE DOCUMENTS MEET OR EXCEED THE REQUIREMENTS OF:
  - a. 2020 FLORIDA BUILDING CODE, SEVENTH EDITION, BUILDING, FBC.
  - b. 2020 FLORIDA BUILDING CODE, SEVENTH EDITION, RESIDENTIAL, FBC-R.

2. DESIGN CRITERIA
- A. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH AMERICAN CONCRETE INSTITUTE (ACI) 318 AND 332.
- B. ALL MASONRY WORK SHALL BE IN ACCORDANCE WITH ACI 530/530.1: AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE); TMS 402.
- C. REINFORCING STEEL SHALL BE IN ACCORDANCE WITH ACI 318.
- D. ALL WOOD FRAMING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS LISTED IN THE FLORIDA BUILDING CODE OF THE FOLLOWING REFERENCED DOCUMENTS:
  1. NATIONAL DESIGN SPECIFICATIONS (NDS) FOR WOOD CONSTRUCTION BY THE AMERICAN WOOD FOREST AND PAPER ASSOCIATION (AFPA)
  2. TIMBER CONSTRUCTION MANUAL BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION
  3. ROOF AND WALL SHEATHING SHALL BE IN ACCORDANCE WITH APA PS1-95 OR NER-108D.
  4. AMERICAN WOOD PROTECTION ASSOCIATION STANDARDS.

3. **DESIGN LOADS**
- A. FLOOR LOADING:
  - a. DEAD LOAD (DECK AND RAMPS) 10 PSF
  - b. DEAD LOAD (INTERIOR) 20 PSF
  - c. LIVE LOAD (INTERIOR) 40 PSF
  - d. LIVE LOAD (LANDING/STAIRS) 100 PSF or 300 LB POINT LOAD
- B. GUARDRAIL/HANDRAIL 50 PLF OR 200 LBS IN ANY DIRECTION

4. STRUCTURE SPECIFICATION
- A. BUILDING OCCUPANCY CATEGORY: II
- B. CONSTRUCTION TYPE: V-B
- C. WIND SPEED
  - a. ULTIMATE (LRFD) = 160 MPH
  - b. ALLOWABLE (ASD) = 124 MPH
- D. WIND EXPOSURE CATEGORY: D
- E. ENCLOSURE CLASSIFICATION: OPEN
- F. INTERNAL PRESSURE COEFFICIENT: +/-0.00
- G. WIND-BORNE DEBRIS AREA: YES
- H. REFER TO DRAWINGS FOR STRUCTURE HEIGHT AND AREA
- I. STRUCTURAL LOADS AND DESIGN PRESSURES LISTED IN THESE PLANS ARE ALLOWABLE (ASD) UNLESS NOTED OTHERWISE.

5. PROJECT REQUIREMENTS:
- A. THESE PLANS SHALL REMAIN ON THE PROJECT AT ALL TIMES.
- B. THE CONTRACTOR AND SUB-CONTRACTORS SHALL STRICTLY ADHERE TO ALL APPLICABLE CODES DURING THE COURSE OF CONSTRUCTION, INCLUDING ALL STATE, CITY AND COUNTY BUILDING, ZONING, ELECTRICAL, MECHANICAL, PLUMBING AND FIRE CODES, AS WELL AS ANY APPLICABLE HOMEOWNER ASSOCIATION REQUIREMENTS.
- C. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND SHALL NOTIFY THE DESIGN PROFESSIONAL OF RECORD OF ANY DISCREPANCIES OR CONFLICT WITH APPLICABLE CODES PRIOR TO CONSTRUCTION.
- D. THE ARCHITECT / ENGINEER SHALL NOT BE RESPONSIBLE FOR SAFETY PROCEDURES, THE MEANS AND METHODS OF CONSTRUCTION, TECHNOLOGIES OR THE FAILURE OF THE CONTRACTOR TO COMPLETE THE WORK IN ACCORDANCE WITH DRAWINGS, SPECIFICATIONS OR THE RELATED CODES.
- E. THE CONTRACTOR SHALL FULLY REVIEW ALL ITEMS CONTAINED IN THE DRAWINGS AND SHALL COORDINATE ALL DIMENSIONS, LOCATE DEPRESSED SLABS, SLOPES, DRAINS, OUTLETS, RECESSES, EMBEDS, SLEEVES, ETC.
- F. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ERECTION PROCEDURES AND SEQUENCING. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR HIRING A DESIGN PROFESSIONAL FOR TEMPORARY SHORING OR LIFTING PROGRAMS. THE CONTRACTOR SHALL REMOVE AND PRESERVE ALL WINDOWS DURING LIFTING. CONTRACTOR SHALL B RESPONSIBLE FOR RE-INSTALLING WINDOWS PER NEW CODE. SUBMIT SIGNED AND SEALED LIFTING PLAN TO ENGINEER OF RECORD FOR REVIEW PRIOR TO CONSTRUCTION.
- G. NOTES, DETAILS, AND SECTIONS ON THE DRAWINGS ARE SHOWN AT SPECIFIC LOCATIONS AND ARE INTENDED TO SHOW GENERAL REQUIREMENTS THROUGHOUT. "TYPICAL" DETAILS SIMPLY REFER TO ALL CONDITIONS TREATED SIMILARLY. CONTRACTOR SHALL MAKE MINOR MODIFICATIONS TO ACCOMMODATE MINOR SIMILAR VARIATIONS.
- H. THE CONTRACTOR SHALL MAKE NO STRUCTURAL CHANGES OR MODIFICATIONS WITHOUT EXPRESSED WRITTEN APPROVAL OF THE ENGINEER OF RECORD IN ADVANCE.

SITE WORK:

1. SOIL
- A. ALL WORK SHALL CONFORM TO THE FINAL GEOTECHNICAL REPORT AND THE FINAL GRADING PLAN ACCEPTED BY THE AUTHORITY HAVING JURISDICTION.
- B. IF THE SOILS REPORT IS NOT AVAILABLE, SOIL BEARING CAPACITY IS ASSUMED TO BE A MINIMUM OF 1,800 PSF.
- C. CONTRACTOR SHALL VERIFY COMPACTION REQUIREMENTS PRIOR TO THE EXECUTION OF WORK. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN PROFESSIONAL PRIOR TO COMMENCEMENT OF WORK.
- D. FOOTINGS SHALL BE PLACED ON UNDISTURBED SOIL OR COMPACTED FILL, FREE OR ORGANIC MATTER AND COMPACTED TO 95% OF THE MODIFIED PROCTOR, UNLESS OTHERWISE NOTED IN THE GEOTECHNICAL REPORT.
- E. THE SOILS WITHIN 15 FEET OF THE PROPOSED BUILDING PAD SHALL BE FREE OF ANY WOOD, VEGETATION. STUMPS, CARDBOARD, TRASH, OR OTHER DELETERIOUS MATERIAL.
- F. WATER MANAGEMENT AT THE PERIMETER SHALL BE MAINTAINED AND SHALL INCLUDE:
  - a. CONDENSATE DRAINS AND ROOF DOWN SPOUTS SHALL DISCHARGE AT LEAST 12" FROM BUILDING.
  - b. IRRIGATION / SPRINKLER SYSTEMS, INCLUDING ALL RISERS AND SPRAY HEADS SHALL NOT BE INSTALLED WITHIN 16" OF BUILDING.
  - c. LANDSCAPE SHALL BE INSTALLED AT LEAST 24" AWAY FROM BUILDING PERIMETER.
- G. ANY FILL BROUGHT TO THE SITE SHALL MEET PROJECT REQUIREMENTS OF THE GEOTECHNICAL ENGINEER.

2. SOIL TREATMENT
- A. TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES, INCLUDING SOIL APPLIED PESTICIDES BAITING SYSTEMS, AND/OR PESTICIDES APPLIED TO WOOD OR OTHER APPROVED METHODS.
- B. BOXED AREAS IN CONCRETE FLOORS FOR INSTALLATION OF TRAPS, ETC. SHALL BE MADE WITH PERMANENT METAL OR APPROVED PLASTIC FORMS. FORMS SHALL BE OF A SIZE AND DEPTH THAT WILL ELIMINATE THE DISTURBANCE OF SOIL AFTER INITIAL TREATMENT.
- C. PROVIDE VAPOR BARRIER IMMEDIATELY FOLLOWING SOIL TREATMENT.
- D. A LICENSED PEST CONTROL COMPANY SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING DEPARTMENT AT COMPLETION OF TREATMENT.
- E. AFTER COMPLETION OF WORK, ALL LOOSE WOOD, CONSTRUCTION DEBRIS, AND ORGANIC MATERIAL SHALL BE REMOVED FROM WITHIN 16" OF BUILDING PERIMETER.

CONCRETE:

1. MATERIALS
- A. ALL WORK SHALL BE MIXED, PLACED, AND CURED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE ACI 318.
- B. CONCRETE SHALL HAVE THE FOLLOWING SPECIFICATIONS UNLESS NOTED OTHERWISE:

AREA	STRENGTH (PSI)	SLUMP	AGGREGATE SIZE
SLAB	2,800 PSI (28 DAYS)	4"-6"	3/4" - 2"
FOOTER	3,000 PSI (28 DAYS)	4"-6"	3/4" - 2"

- C. GENERAL CONTRACTOR SHALL SUBMIT MIX DESIGN TO THE ENGINEER OF RECORD FOR REVIEW AND APPROVAL PRIOR TO PLACING ANY CONCRETE.
- D. MATERIAL FOR CONCRETE SHALL CONFORM TO THE FOLLOWING:
  - a. PORTLAND CEMENT - ASTM C150
  - b. AGGREGATES: COURSE AGGREGATE: ASTM C33, LIGHTWEIGHT: ASTM C330, FINE: ASTM C33
- E. WATER SHALL BE FREE OF CONTAMINANTS, CLEAN AND POTABLE.
- F. WATER SHALL NOT BE ADDED TO THE MIX ONSITE UNLESS SPECIFICALLY APPROVED IN THE MIX DESIGN SPECIFICATIONS PER THE SPECIFIED VOLUME.
- G. ADMIXTURES SHALL CONFORM TO THE MIX DESIGN.

2. TESTING AND SAMPLING
- A. ALL TESTING SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY IN ACCORDANCE WITH ASTM REQUIREMENTS. TEST REPORTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD PRIOR TO FURTHER CONSTRUCTION.
- B. THREE CYLINDER TEST SAMPLES SHALL BE MADE DURING EACH DAYS SEQUENCE PER EVERY 50 YARDS. TWO SLUMP TESTS (PER ASTM C143) SHALL BE PERFORMED AND RECORDED FOR EACH BATCH, ONE AT THE BEGINNING AND ONE AT THE END.
  - a. ONE CYLINDER SHALL BE BROKEN AT 7 DAYS AND ONE AT 28 DAYS. RESERVE CYLINDER WILL BE NEEDED IF SECOND TEST FAILS SPECIFICATIONS.
- C. SUBMIT TEST RESULTS TO ENGINEER OF RECORD WITHIN FIVE DAYS OF RESULTS.

3. GROUT
- A. GROUT SHALL BE IN ACCORDANCE WITH ASTM C476 HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI.
- B. CONTRACTOR SHALL ADD PLASTICIZER TO GROUT MIXTURE
- C. FILL CMU CELLS SOLID WITH GROUT AT ALL UNITS RECEIVING REINFORCEMENT AND AS NOTED ON DRAWINGS AND SECTIONS.
- D. FILL SOLID FIRST COURSE BELOW CHANGE IN WALL THICKNESS AND AT TOP OF ALL CMU WALLS.
- E. GROUT SHALL BE PLACED FLUSH TO THE TOP OF ALL LINTELS AND BOND BEAMS. CONSOLIDATE AND RE-CONSOLIDATE GROUT WITH VIBRATOR FOR FULL HEIGHT OF FILLED CELLS, BOND BEAMS, AND LINTELS.

4. **REINFORCING**
- A. REINFORCING SHALL HAVE GRADE IDENTIFICATION MARKS AND SHALL CONFORM TO ASTM A615, GRADE 60.
- B. REINFORCING SHALL BE FREE OF RUST, SCALE OR OTHER BOND REDUCING COATINGS.
- C. REINFORCING SHALL BE PLACED IN CONCRETE TO PROVIDE MINIMUM COVERAGE IN ACCORDANCE WITH ACI 318 OR AS INDICATED IN THE DRAWINGS.
  - a. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH - 3"
  - b. CONCRETE EXPOSED TO EARTH OR WEATHER - 1.5"
  - c. CONCRETE NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND - 3/4"
- D. MINIMUM LAP SPLICE (UNLESS NOTED OTHERWISE)

BAR SIZE	MASONRY	CONCRETE		
	1500 PSI	2000 PSI	3000 PSI	4000 -5000 PSI
#4	24"	21"	27"	15"
#5	30"	26"	21"	19"
#6	36"	31"	26"	22"

- E. ACCURATELY PLACE AND SUPPORT REINFORCING WITH CHAIRS, BAR SUPPORTS, SPACERS, OR HANGERS AS RECOMMENDED BY ACI DETAILING MANUAL.
- F. PLACE (1) ONE ACI STANDARD LAP SPLICE BAR, OF THE SAME SIZE AS FOUNDATION REINFORCING, LOCATED AT THE OUTSIDE BAR OF FOUNDATION CORNERS.

5. PLACEMENT AND FINISHING
- A. ALL CONCRETE PLACED UNDER ROOF PROTECTION SHALL BE PLACED OVER 6 MIL POLYETHYLENE VAPOR BARRIER, LAPPED 8 INCHES MINIMUM WITH ALL SEAMS TAPED UNLESS NOTED OTHERWISE.
- B. PLACE ALL EMBEDDED ITEMS (ANCHOR BOLTS, DOWELS, ETC.) IMMEDIATELY PRIOR TO PLACEMENT OF CONCRETE OR DURING CONCRETE OPERATIONS.
- C. PROTECT ALL CONCRETE FROM DAMAGE AFTER PLACEMENT.
- D. CONCRETE SHALL BE PLACED WITHIN 90 MINUTES OF BATCHING UNLESS MIX DESIGN SPECIFIES OTHERWISE.
- E. CONCRETE SHALL BE PLACED WITHIN THE SLUMP LIMITS SPECIFIED IN THE DESIGN MIX.
- F. WATER ADDED AT THE SITE SHALL BE KEPT TO A MINIMUM AND WITHIN THE SPECIFIED SLUMP. RUN MIXER FOR THIRTY REVOLUTIONS AT 8-12 RPM FOLLOWING THE ADDITION OF WATER AT THE SITE.
- G. CONCRETE SHALL NOT BE PLACED DURING RAIN. FOLLOWING PLACEMENT OF CONCRETE, PROTECT FROM RAIN PRIOR TO INITIAL SET.
- H. PLACEMENT SHALL BE CONTINUOUS UNTIL ALL WORK IS COMPLETED.
- I. DO NO USE CONTAMINATED, DETERIORATED, OR RETEMPERED CONCRETE.
- J. THOROUGHLY WORK CONCRETE AROUND REINFORCING BARS.
- K. PLACE CONCRETE TO GRADES AND ELEVATIONS REQUIRED FOR PROJECT.
- L. REMOVE ALL GRADE STAKES AFTER PLACEMENT OF CONCRETE.
- M. AT SLABS GREATER THAN 20 FEET IN ANY DIRECTION
  - a. PROVIDE SAW CUT CONTROL JOINTS IN CONCRETE AFTER INITIAL SET AND PRIOR TO HARDENING
  - b. SAWCUT JOINTS SHALL BE 1/3 THE DEPTH OF THE SLAB.
  - c. ANY SLAB EXCEEDING 20 FEET SHALL BE DIVIDED AT ALL CORNERS AND SHALL EXTEND IN EACH 90 DEGREE DIRECTION.
- N. PROVIDE SURFACE FINISH REQUIRED FOR INTENDED FINAL APPLICATION.
- O. SILL PLATE ANCHORS SHALL BE AS SPECIFIED IN SPECIFICATIONS.
- P. CONSOLIDATE CONCRETE THOROUGHLY DURING CONCRETE OPERATIONS.
- Q. CURE CONCRETE FOR THREE DAYS TO MINIMIZE SHRINKAGE CRACKS.

MASONRY:

1. MATERIALS
- A. ALL HOLLOW LOAD BEARING CONCRETE BLOCK SHALL CONFORM TO ASTM C90, GRADE N, TYPE II.
- B. COMPRESSIVE STRENGTH OF ALL CONCRETE MASONRY UNITS (CMU) SHALL BE 2000 PSI MINIMUM BASED ON THE NET CROSS SECTIONAL AREA.
- C. MORTAR SHALL BE TYPE S AND SHALL CONFORM TO ASTM C270.
- D. GROUTING SHALL BE AS SPECIFIED IN NOTES.

2. EXECUTION
- A. ALL CONCRETE MASONRY UNITS SHALL BE LAID IN FULL SETTING BED AND IN RUNNING BOND UNLESS NOTED ON DRAWINGS.
- B. ALL EXTERIOR MASONRY WALLS SHALL HAVE 9 GAUGE "LADDER TYPE" HORIZONTAL REINFORCEMENT LOCATED EVERY 16" ON CENTER VERTICAL. CORNERS SHALL USE PRE-FAB "L" AND "T" SECTIONS.
- C. OVER ALL MASONRY OPENINGS AND WALLS , PROVIDE PRE-CAST LINTELS, CAST-IN-PLACE CONCRETE TIE-BEAMS, BOND BEAMS, OR OTHER HEADERS AS INDICATED ON DRAWINGS.
  - a. LINTELS AND BOND BEAMS SHALL BE REINFORCED AND FULLY GROUTED SOLID UNLESS OTHERWISE INDICATED ON DRAWINGS.
  - b. TIE-BEAMS SHALL BE REINFORCED AND POURED SOLID WITH CONCRETE
  - c. VERTICAL REINFORCING AT OPENINGS SHALL BE AS INDICATED ON DRAWINGS.
- D. VERTICAL FILLED CELLS SHALL MEET THE FOLLOWING:
  - a. HAVE A MINIMUM OF ONE #5 REBAR, LAPPED FOR FULL LENGTH OF FILLED CELL
  - b. VERTICAL REINFORCING SHALL BE LAPPED TO FOUNDATION DOWEL EMBEDDED IN FOOTING.
  - c. TERMINATE VERTICAL REINFORCING AT THE TOP WITH A STANDARD ACI HOOK, LAPPED TO HORIZONTAL REINFORCING IN BOND BEAM, TIE-BEAM, OR LINTEL.
  - d. REFER TO CONCRETE NOTES FOR GROUT AND REINFORCEMENT REQUIREMENTS.
- E. PROVIDE TEMPORARY BRACING FOR ALL CMU WALLS AND STEM WALLS DURING CONSTRUCTION.
- F. PROVIDE MASONRY CONTROL JOINTS AS REQUIRED BY ACI 530.
- G. IF DOWELS ARE MISPLACED OR MISSING, THE FOLLOWING REMEDIAL ACTION SHALL BE TAKEN AS APPROPRIATE:
  - a. IF THE WALL HAS NOT BEEN BUILT; DRILL A 3/4" DIAMETER HOLE 6" DEEP AT THE CORRECT LOCATION, INSTALL A 36" LONG #5 REBAR WITH SIMPSON TIE "SET EPOXY". FOLLOW THE MANUFACTURERS REQUIREMENT REQUIRING CLEANING THE HOLE AND MIXING THE EPOXY.
  - b. IF THE WALL HAS BEEN BUILT: PRIOR TO LINTEL POUR OPEN THE WALL AT THE CORRECT LOCATION, APPROXIMATELY 16" HIGH AND 14" WIDE AT THE FLOOR, DRILL AND EPOXY THE REBAR AS DESCRIBED ABOVE, LAP VERTICAL STEEL TO THE TIE OR BOND BEAM. FORM WALL AND POUR SOLID WITH GROUT, CONSOLIDATING AS NECESSARY.
- H. CURE MASONRY SURFACES FOR 3 DAYS.

WOOD FRAMING COMPONENTS:

LUMBER

1. MATERIALS
- A. ALL WOOD AND WOOD CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING SPECIFICATIONS AND CODES INDICATED IN THE DESIGN CRITERIA:
- B. LUMBER SHALL BE IN ACCORDANCE WITH THE NATIONAL GRADING RULES AND SHALL BEAR GRADE STAMP OF SPIB, OR OTHER ASSOCIATION RECOGNIZED BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION.
- C. LUMBER 2" OR LESS IN NOMINAL THICKNESS SHALL NOT EXCEED 19% IN MOISTURE CONTENT AT THE TIME OF INSTALLATION AND SHALL BE STAMPED "S-DRY", "K-D", OR "MC15". ALL LUMBER SHALL BE S4S.
- D. ALL FRAMING MEMBERS SHALL BE SOUTHERN PINE #2 GRADE OR BETTER.

2. EXECUTION
- A. WOOD FASTENING SHALL BE SPECIFIED IN THE DRAWINGS.
- B. FASTENING NOT SPECIFICALLY IDENTIFIED ON DRAWINGS SHALL COMPLY WITH THE REQUIREMENTS OF THE BUILDING CODE.
- C. INTERIOR BEARING AND EXTERIOR WOOD FRAMED WALLS SHALL BE NOMINAL 4 INCHES WIDE SPACED AT 16" ON CENTER MAXIMUM, UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- D. ALL LUMBER SHALL BE PRESSURE TREATED.
- E. SQUASH BLOCKS SHALL BE INSTALLED BELOW ALL COLUMNS AND BUILT UP MEMBERS (INCLUDING JACKS AND KINGS AT OPENINGS) BETWEEN BOTTOM OF FLOOR SHEATHING AND TOP OF WALL BELOW. SQUASH BLOCKS SHALL BE OF THE SAME GRADE AND SIZE OF THE MEMBER ABOVE.
- F. PROVIDE APPROVED SEPARATING MATERIAL AT TOP OF PIERS UNDER FRAMING COMPONENTS.

FASTENERS:

1. MATERIALS
- A. WOOD CONNECTORS AND HOLD-DOWNS SHALL BE AS SPECIFIED IN THE DRAWINGS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.
- B. FASTENERS AND CONNECTORS USED ON UN-TREATED WOOD EXPOSED TO THE WEATHER SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL
- C. FASTENERS AND CONNECTORS (INCLUDING TRUSS PLATES, NAILS, BOLTS, ANCHORS, ETC.) USED IN CONTACT WITH TREATED WOOD SHALL BE COMPATIBLE WITH THE TREATMENT METHOD AND AS FOLLOWS:
  - a. WOOD TREATED WITH DOT SODIUM BORATE - MINIMUM G90 ZINC COATING
  - b. WOOD TREATED WITH ACQ-C OR ACQ-D OR OTHER BORATE (NON-DOT) - MINIMUM G185 ZINC COATING
  - c. FOR ALL OTHER TREATMENT - COMPLY WITH THE RECOMMENDATIONS OF THE PRESERVATIVE WOOD SUPPLIER
  - d. STAINLESS STEEL CONNECTORS MAY BE USED FOR ANY TYPES OF TREATED OR UNTREATED WOOD
  - e. SEE CHART BELOW FOR NAIL SIZE CONVERSION WITH CONNECTOR CHARTS.

TYPE	DIAMETER
8d COMMON	0.131"
10d / 12 COMMON	0.148"
16d COMMON	0.162"

2. EXECUTION
- A. HANGARS AND FRAMED COMPONENTS SHALL BE FURNISHED BY THE MANUFACTURER WITH NAILS FOR SPECIFIC USE AND INSTALLATION.
- B. ALL PRE-MANUFACTURED CONNECTORS SHALL HAVE NAILS / SCREWS / ANCHORS INSTALLED IN ACCORDANCE WITH THE CONNECTOR SCHEDULE AND MANUFACTURERS SPECIFICATIONS, FULLY DRIVEN.
- C. ALL SOLE PLATES SHALL BE AS DESCRIBED HEREIN AND SHALL MEET THE FOLLOWING:
  - a. ALL ANCHOR BOLTS SHALL HAVE 2"x2"x1/4" PLATE WASHERS UNLESS NOTED OTHERWISE.
  - b. BOLTS SHALL BE LOCATED AT CORNERS AND JAMBS AND WITHIN 6" OF EACH END OR JOINT IN PLATE.
  - c. PLATES LESS THAN 20 INCHES IN LENGTH SHALL HAVE ONE ANCHOR INSTALLED IN THE MIDDLE THIRD OF THE PLATE LENGTH.
  - d. SLEEVE ANCHORS AND EXPANSION ANCHORS ARE NOT PERMITTED AT EXTERIOR WALLS.
- D. REFER TO THE SOLE PLATE ANCHORAGE SCHEDULE ATTACHMENTS OF PLATE TO CONCRETE OR MASONRY.

PROJECT NUMBER: 19B012

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ISSUE DATE: 1/15/2021
STATUS: Bid and Permit Issue
DRAWN BY: TS
REVIEWED BY: TS

COL 3:12-17

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Connector Schedule

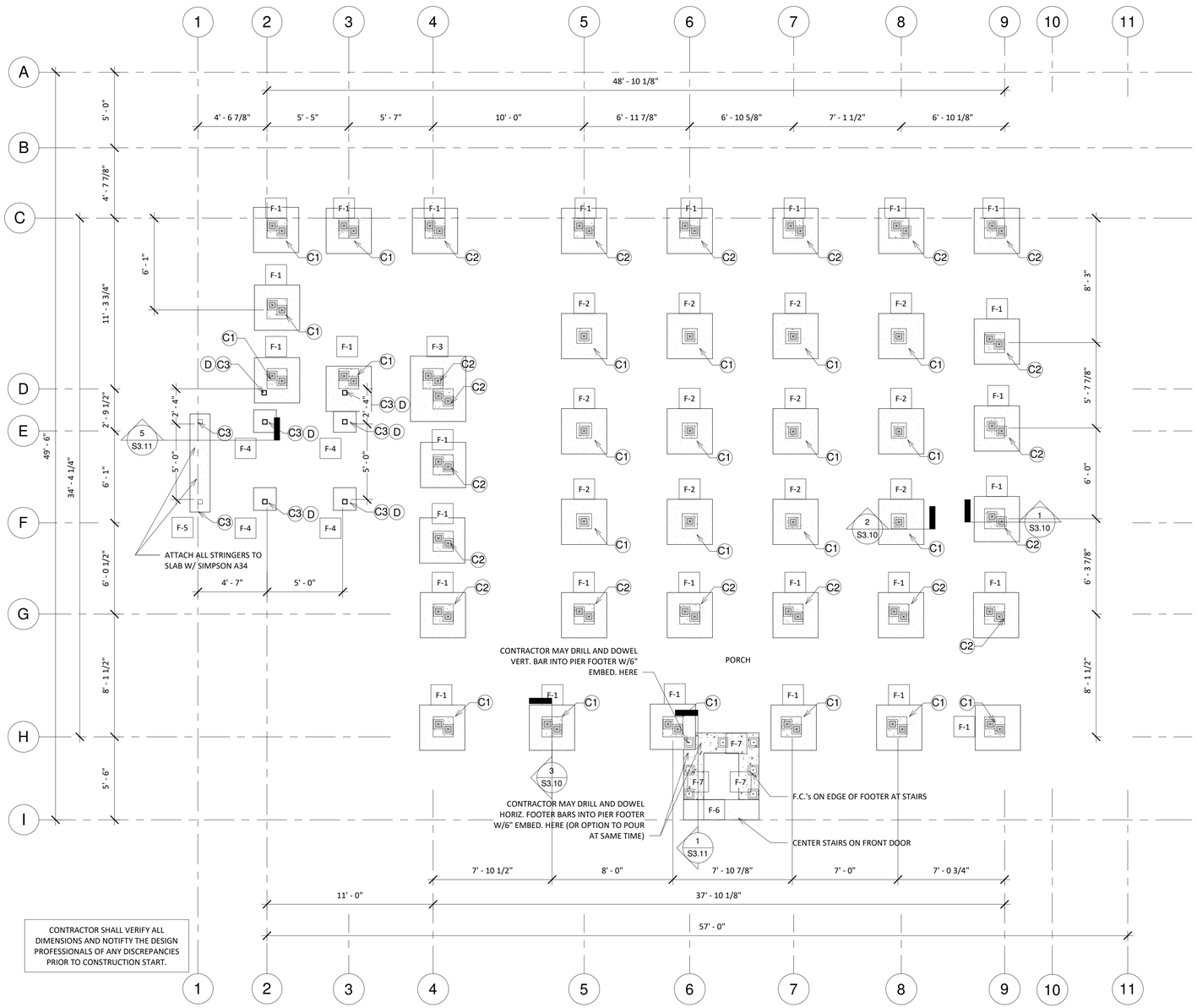
Member Type/ Mark	Connector Type	Connectors	Uplift Needed	Uplift Provided	Comments
A - Strap at CMU to 4x6	LTA2	(10) .148"x1.5" Nails and Embed in Pier	1,000 lbs (Lat.)	1,180 lbs	Simpson or Equal
B - Truss Strap at Wood	H2.5A	(10) 8d's	350 lbs	600 lbs	Simpson or Equal
C - Angle to Conc.	A34	(4) 1/4"x2" Tapcons & (4) 10dx1.5"	300 lbs	765 lbs	Simpson or Equal
D - 4x4 Post	ABU44Z	(1) 5/8" Anchor D&E 4" Embed. & (12) .162"x3.5" SDS Screws	700 lbs	1,900 lbs	Min. 2" Conc. Coverage All Sides
E - Threaded Rod	5/8" Threaded Rod	Drill and Epoxy to Pier w/6" Embed. Min. W/ Washer and Nut at Bott. Plate	2,000 lbs	2,000 lbs	Stainless Steel
F - Hanger - Standard	HUS26	(20) 16d's	1,500 lbs	2,735 lbs	Simpson or Equal
G - Strap - Middle Stringer	H10A-2	(18) SS 10d's x 1.5"	800 lbs	1,040 lbs	Simpson or Equal
G Alt. - Strap - Middle Stringer	H10A-SS	(18) 10d x 1.5"	800 lbs	970 lbs	Simpson or Equal
H - Strap - Stringer	H10ASS	(18) SSN10	800 lbs	970 lbs	Simpson or Equal
I - Hanger	HUC26	(20) 16d's	850 lbs	1,135 lbs	Simpson or Equal

Beam/Column/Joist Schedule

Mark	Beam / Column	Comment
BM-1	4x6 Wood Beam	Existing to Remain
BM-2	(2) 2x8	Existing to Remain
BM-3	(2) 2x8	P.T. SYP Beam
BM-4	(2) 2x10	P.T. SYP Beam
BM-5	(1) 2x12	P.T. SYP Beam
BM-6	(2) 2x12	P.T. SYP Beam
BM-7	(2) 2x12	P.T. SYP Bent (One on Each Side of Post)
C1	12"x12" CMU Pier	(1) #5 Bar Vert.
C2	16"x16" CMU Pier	(2) #5 Bars Vert.
C3	4x4 Wood Post	Up to Railing
EJ-4	2x4	Existing to Remain
EJ-6	2x6	Existing to Remain
EJ-8	2x8	Existing to Remain
J-6	2x6	P.T. SYP Joist
J-8	2x8	P.T. SYP Joist

Foundation Schedule

Mark	WxDxL	Type	Reinforcement
F-1	36"x16"x36"	Pad Footer	(4) #5 Bars Each Way
F-2	24"x16"x24"	Pad Footer	(3) #5 Bars Each Way
F-3	44"x16"x52"	Enlarged Pad Footer	(5) #5 Bars Each Way
F-4	18"x30"x18"	Pad Footer	(1) #5 Bar Each Way in Post
F-5	16"x16"x78"	Strip Footer - Flush to Grade	(2) #5 Bars Cont. & #5 Bar in Post
F-6	20"x14"x60"	Strip Footer - Recessed Below Grade	(2) #5 Bars Cont.
F-7	20"x16"x Cont.	Stem Wall Footer	(3) #5 Bars Cont. & #3 Lat. at 24" O.C. Max



1 S1.10 Foundation Plan
1/4" = 1'-0"

NOTE: CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES

F-1 COLUMN FOOTER - SEE SCHEDULE
C1 COLUMN - SEE SCHEDULE
P-1 PAD - SEE SCHEDULE
4" STEP DOWN IN ELEVATION
#5 BAR VERTICAL IN FILLED CELL
#5 BAR VERTICAL IN STEM WALL CELL

Foundation Legend
1/4" = 1'-0"

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REVIEWED BY: TS

COL 3:12-17

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Foundation Plan

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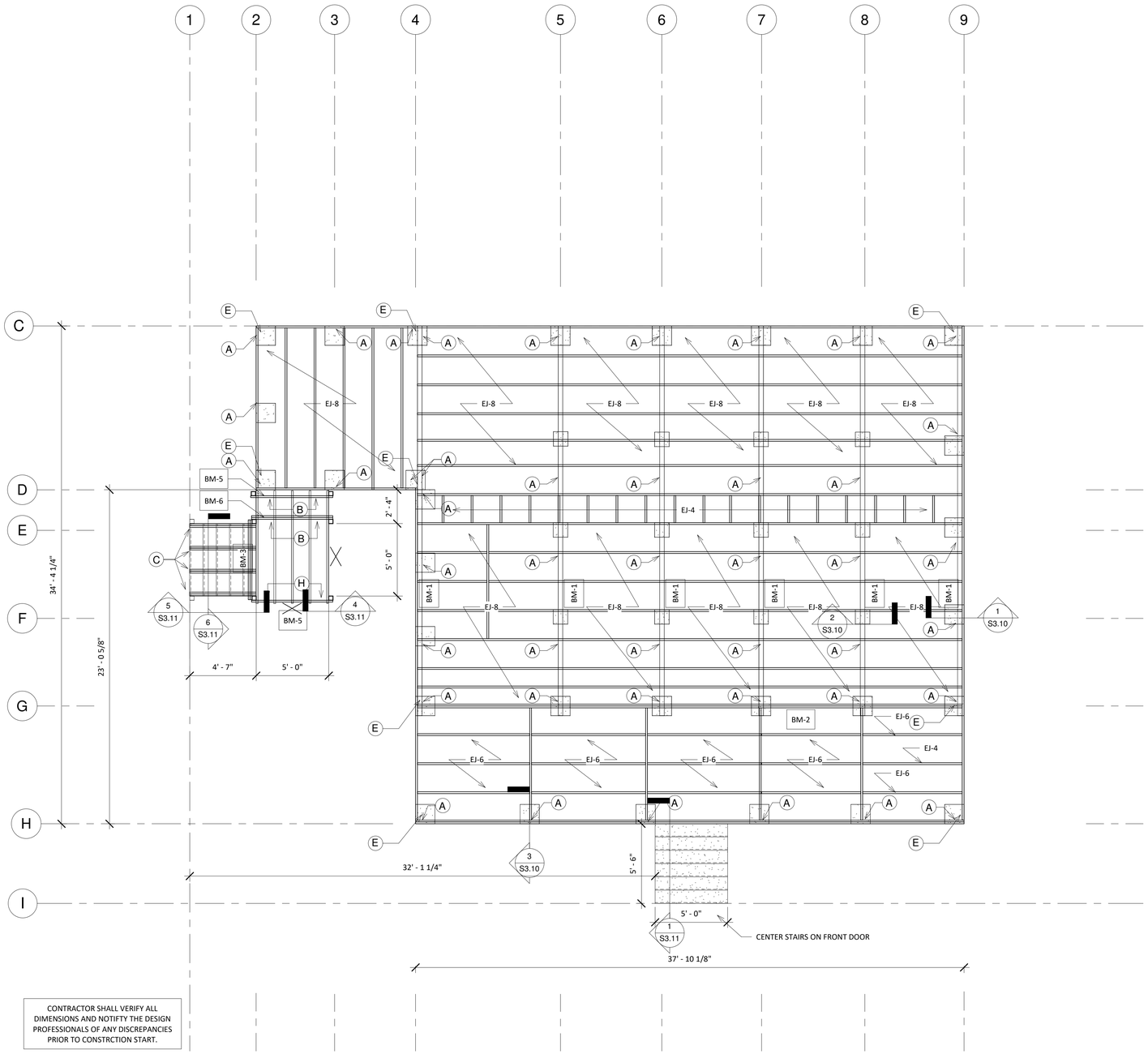

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTIFTY THE DESIGN PROFESSIONALS OF ANY DISCREPANCIES PRIOR TO CONSTRCTION START.

2 S1.20 Floor Framing
1/4" = 1'-0"

Connector Schedule

Member Type/ Mark	Connector Type	Connectors	Uplift Needed	Uplift Provided	Comments
A - Strap at CMU to 4x6	LTA2	(10) .148"x1.5" Nails and Embed in Pier	1,000 lbs (Lat.)	1,180 lbs	Simpson or Equal
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H - Strap - Stringer	H10ASS	(18) SSN10	800 lbs	970 lbs	Simpson or Equal
I - Hanger	HUC26	(20) 16d's	850 lbs	1,135 lbs	Simpson or Equal

Beam/Column/Joist Schedule

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BM-2	(2) 2x8	Existing to Remain
BM-3	(2) 2x8	P.T. SYP Beam
BM-4	(2) 2x10	P.T. SYP Beam
BM-5	(1) 2x12	P.T. SYP Beam
BM-6	(2) 2x12	P.T. SYP Beam
BM-7	(2) 2x12	P.T. SYP Bent (One on Each Side of Post)
C1	12"x12" CMU Pier	(1) #5 Bar Vert.
C2	16"x16" CMU Pier	(2) #5 Bars Vert.
C3	4x4 Wood Post	Up to Railing
EJ-4	2x4	Existing to Remain
EJ-6	2x6	Existing to Remain
EJ-8	2x8	Existing to Remain
J-6	2x6	P.T. SYP Joist
J-8	2x8	P.T. SYP Joist

2x4 CROSS BRACING AT POSTS W/(3) #10 SCREWS

(A) CONNECTOR - SEE SCHEDULE

BM-1 BEAM - SEE SCHEDULE

L-1 LEDGER - SEE SCHEDULE

EJ-1 EXISTING JOIST -1SEE SCHEDULE

J-1 JOIST - SEE SCHEDULE

Framing Legend
N.T.S.

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19B012

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ISSUE DATE: 1/15/2021
STATUS: Bid and Permit Issue
DRAWN BY: BD
REVIEWED BY: TS

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Floor Framing Plan

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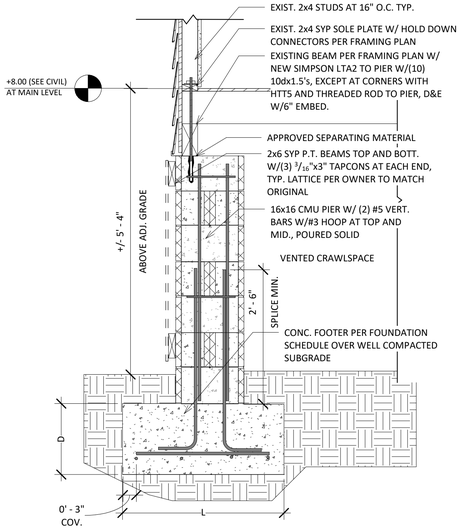
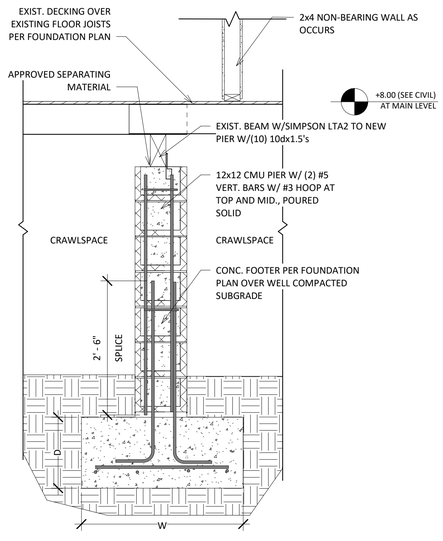
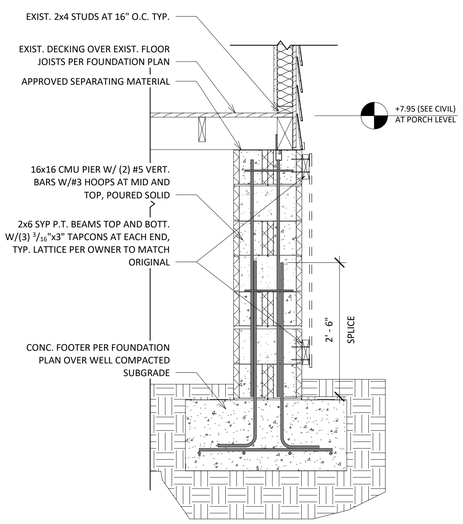


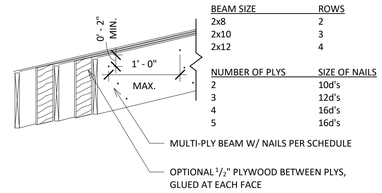
1 S3.10 Pier Found. w/ Wood Wall Section - A
3/4" = 1'-0"



2 S3.10 Pier Found. Detail W/ Int. Wall Section
3/4" = 1'-0"



3 S3.10 Pier - Porch Section
3/4" = 1'-0"



BEAM SIZE	ROWS
2x8	2
2x10	3
2x12	4

NUMBER OF PLYS	SIZE OF NAILS
2	10d's
3	12d's
4	16d's
5	16d's

4 S3.10 Multi Ply Beam Detail
1" = 1'-0"

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19B012

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Structural Pier Sections and Details

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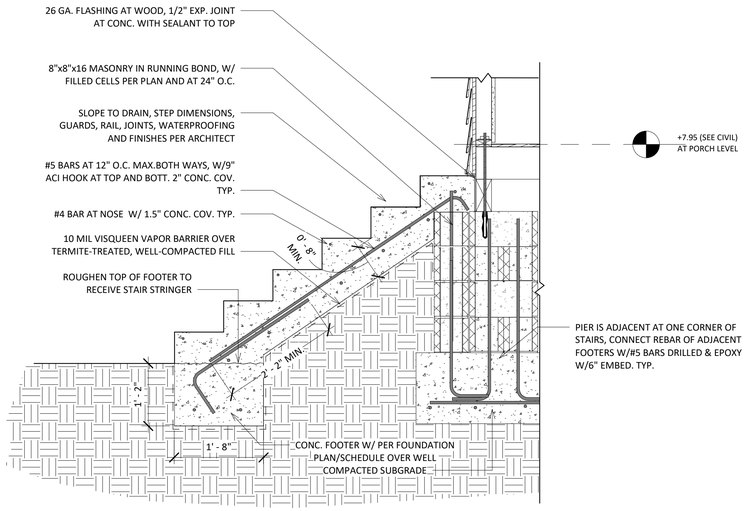
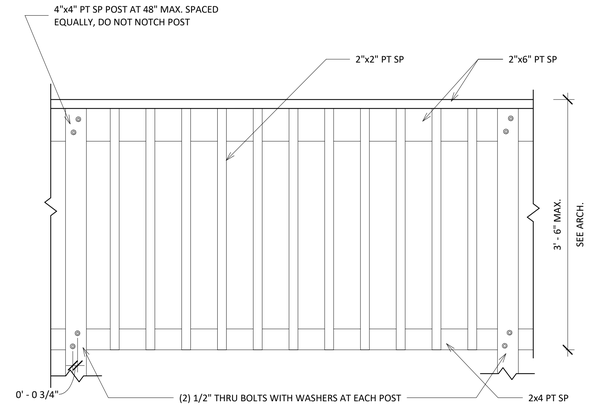
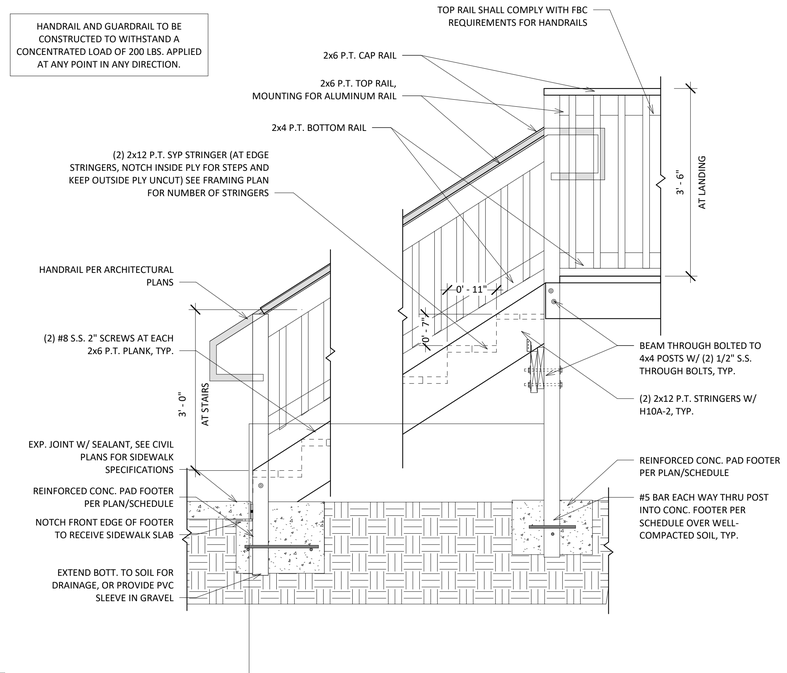


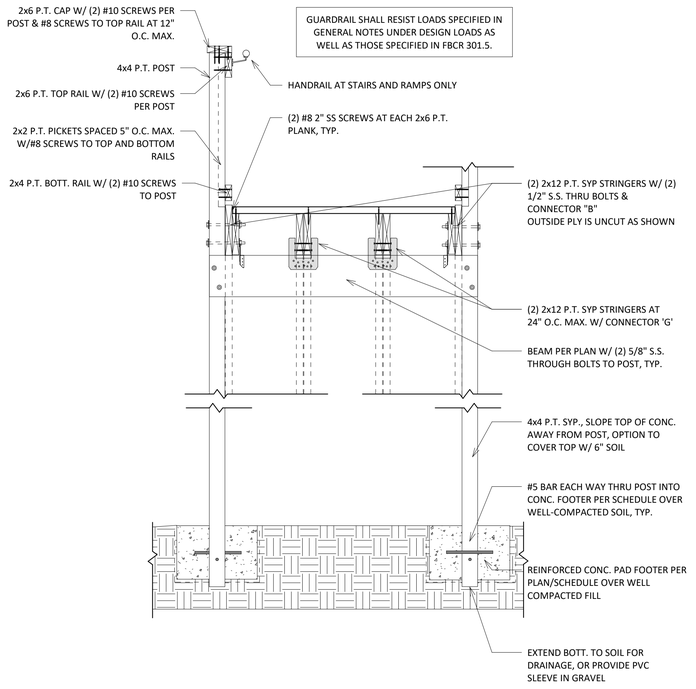
1 S3.11 Concrete Stair Section
3/4" = 1'-0"



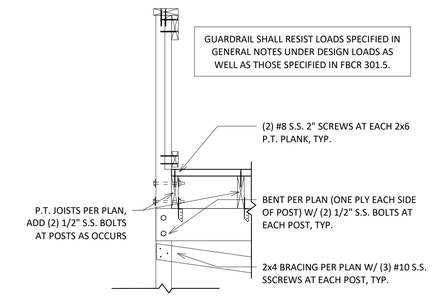
3 S3.11 Guardrail Elevation
1" = 1'-0"



5 S3.11 Structural Stair Section
3/4" = 1'-0"



6 S3.11 Inside Stringer Stair Detail
3/4" = 1'-0"



4 S3.11 Guardrail Section
3/4" = 1'-0"

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Structural Section and Details 2

S3.11

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Appendix 5
Subsurface Soil Exploration and Geotechnical Engineering Evaluation

KSM
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February 19, 2018

Steven Hitt
Indian River County Environmental Planning
1801 27th Street
Vero Beach, Florida 32960

Re: Jones' Pier
7770 Jungle Trail
Vero Beach, Florida
IRC Requisition #: 1562
P.O. #: 80283-00
KSM Project #: 180425-b

Dear Mr. Hitt:

Enclosed are the four (4) permeability test results, four (4) hand-auger soil profiles, and one (1) Standard Penetration (SPT) soil profile for the referenced project.

The four (4) Hydraulic Conductivity Tests were performed in the field by the 'Usual Open-Hole Test' method to a depth of 5 feet.

The horizontal and vertical permeability flow rates were determined by excavating a test pit adjacent to the permeability and obtaining undisturbed shelby tube samples. We then performed a permeability test on the field samples in our laboratory.

All these tests were performed to evaluate the drainage characteristics of the soils for these particular test locations.

The following table indicates the usual Open Hole Hydraulic Conductivity test results for each test location:

TEST LOCATION (See Location Plan)	HYDRAULIC CONDUCTIVITY (CFS/Sq. Ft. – Ft. Head)
P-1	7.9×10^{-5}
P-2	7.3×10^{-5}
P-3	4.1×10^{-4}
P-4	1.6×10^{-4}

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The following table indicates the horizontal and vertical flow rates for each test location:

TEST LOCATION (See Location Plan)	HORIZONTAL FLOW RATE	VERTICAL FLOW RATE
P-1	2.3 Ft/Day @ (0"-16") Depth	1.7 Ft/Day @ (0"-16") Depth
P-1	11.2 Ft/Day @ (16"-60") Depth	9.7 Ft/Day @ (16"-60") Depth
P-2	2.7 Ft/Day @ (0"-12") Depth	1.5 Ft/Day @ (0"-12") Depth
P-2	10.0 Ft/Day @ (12"-60") Depth	7.3 Ft/Day @ (12"-60") Depth
P-3	40.0 Ft/Day @ (3"-60") Depth	35.0 Ft/Day @ (3"-60") Depth
P-4	4.5 Ft/Day @ (0"-8") Depth	3.0 Ft/Day @ (0"-8") Depth
P-4	13.8 Ft/Day @ (8"-44") Depth	9.5 Ft/Day @ (8"-44") Depth
P-4		8.8 Ft/Day @ (44"-60") Depth

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The following table indicates the measured water table along with our estimated normal wet season water table and normal dry season water table for each test location:

TEST LOCATION (See Location Plan)	MEASURED WATER TABLE	ESTIMATED WET SEASON WATER TABLE	ESTIMATED DRY SEASON WATER TABLE
P-1, HA-1	24" Below Grade	8" Below Grade	44" Below Grade
P-2, HA-2	16" Below Grade	1" Below Grade	37" Below Grade
P-3, HA-3	36" Below Grade	20" Below Grade	56" Below Grade
P-4, HA-4	26" Below Grade	8" Below Grade	44" Below Grade
B-1	26" Below Grade	6" Below Grade	42" Below Grade

This estimate is based upon our interpretation of existing site conditions and a review of the USDA Soil Survey for Indian River County, Florida. The project soils are mapped mostly as Captiva fine sand (18), except for some Canaveral fine sand, 0 to 5 percent slopes (1), located at the center section of the site, according to the Soil Survey Map of Indian River County, Florida.

If you have any questions, please feel free to contact us.

Respectfully,

JULIE E. KELLER LICENSE NO. 68366 STATE OF FLORIDA PROFESSIONAL ENGINEER

Julie E. Keller, P.E.
President

JEK:jt

E-mail to: shitt@ircgov.com

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USUAL OPEN-HOLE TEST

DATE OF TEST: February 7, 2018 PROJECT NO. KSM 180425-1p

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
P-1, See Attached Location Plan

STARTING VOLUME (gals.)	=	5
ENDING VOLUME (gals.)	=	2
TOTAL VOLUME USED (gals.)	=	3
TOTAL ELAPSED TIME (mins.)	=	10
AVERAGE FLOW RATE (gpm)	=	0.3
DIAMETER OF TEST HOLE	=	4 inches
DEPTH TO WATER TABLE	=	24 inches
DEPTH OF TEST	=	60 inches

K = HYDRAULIC CONDUCTIVITY (CFS/SQ.FT. - FT. HEAD) = **7.9×10^{-5}**

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Date of Boring: February 7, 2018

Location: Jones' Pier
Jungle Trail
Vero Beach, Florida
HA-1, See Attached Location Plan

Depth in Feet	Strata From-To	Description of Soil
-0-	0" - 16"	Dark Brown and Gray Sand, Slightly Silty with Traces of Roots
-1-		
	16" - 72"	Gray Sand, Slightly Silty with Traces of Shell
-2-		
-3-		
-4-		
-5-		
-6-		

Water Table: 24" Below Existing Grade
Job #: KSM 180425-1ha

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-1ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PH-1 (0"-16"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Dark Brown and Gray Sand, Slightly Silty
DEPTH @ SAMPLE LOCATION	=	8 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	70 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **2.3 FEET/DAY**

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-1pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-1 (0"-16"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Dark Brown and Gray Sand, Slightly Silty
DEPTH @ SAMPLE LOCATION	=	8 Inches **(Sample Taken Vertically)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	50 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **1.7 FEET/DAY**

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-1ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PH-1 (16"-60"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Gray Sand, Slightly Silty with Traces of Shell
DEPTH @ SAMPLE LOCATION	=	24 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	335 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **11.2 FEET/DAY**

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-1pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-1 (16"-60"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Gray Sand, Slightly Silty with Traces of Shell
DEPTH @ SAMPLE LOCATION	=	24 Inches **(Sample Taken Vertically)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	290 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **9.7 FEET/DAY**

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USUAL OPEN-HOLE TEST

DATE OF TEST: February 7, 2018 PROJECT NO. KSM 180425-2p

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
P-2, See Attached Location Plan

STARTING VOLUME (gals.)	=	5
ENDING VOLUME (gals.)	=	3
TOTAL VOLUME USED (gals.)	=	2
TOTAL ELAPSED TIME (mins.)	=	10
AVERAGE FLOW RATE (gpm)	=	0.2
DIAMETER OF TEST HOLE	=	4 inches
DEPTH TO WATER TABLE	=	16 inches
DEPTH OF TEST	=	60 inches

K = HYDRAULIC CONDUCTIVITY (CFS/SQ.FT. - FT. HEAD) = **7.3×10^{-5}**

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Date of Boring: February 7, 2018

Location: Jones' Pier
Jungle Trail
Vero Beach, Florida
HA-2, See Attached Location Plan

Depth in Feet	Strata From-To	Description of Soil
-0-	0" - 12"	Dark Brown and Gray Sand, Slightly Silty with Traces of Roots
-1-	12" - 72"	Gray Sand, Slightly Silty with Traces of Shell
-2-		
-3-		
-4-		
-5-		
-6-		

Water Table: 16" Below Existing Grade
Job #: KSM 180425-2ha

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-2ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PH-2 (0"-12"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Dark Brown and Gray Sand, Slightly Silty
DEPTH @ SAMPLE LOCATION	=	6 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	80 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **2.7 FEET/DAY**

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-2pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-2 (0"-12"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Dark Brown and Gray Sand, Slightly Silty
DEPTH @ SAMPLE LOCATION	=	6 Inches **(Sample Taken Vertically)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	45 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **1.5 FEET/DAY**

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-2ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PH-2 (12"-60"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Gray Sand, Slightly Silty with Traces of Shell
DEPTH @ SAMPLE LOCATION	=	28 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	300 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **10.0 FEET/DAY**

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-2pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-2 (12"-60"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Gray Sand, Slightly Silty with Traces of Shell
DEPTH @ SAMPLE LOCATION	=	28 Inches **(Sample Taken Vertically)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	220 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **7.3 FEET/DAY**

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USUAL OPEN-HOLE TEST

DATE OF TEST: February 7, 2018 PROJECT NO. KSM 180425-3p

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
P-3, See Attached Location Plan

STARTING VOLUME (gals.)	=	25
ENDING VOLUME (gals.)	=	4½
TOTAL VOLUME USED (gals.)	=	20½
TOTAL ELAPSED TIME (mins.)	=	10
AVERAGE FLOW RATE (gpm)	=	2.1
DIAMETER OF TEST HOLE	=	4 inches
DEPTH TO WATER TABLE	=	36 inches
DEPTH OF TEST	=	60 inches

K = HYDRAULIC CONDUCTIVITY (CFS/SQ.FT. - FT. HEAD) = **4.1×10^{-4}**

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Date of Boring: February 7, 2018

Location: Jones' Pier
Jungle Trail
Vero Beach, Florida
HA-3, See Attached Location Plan

Depth in Feet	Strata From-To	Description of Soil
-0-	0" - 3"	Brown Sand with Traces of Roots
	3" - 64"	Light Brown Sand with Some Shell Fragments
-1-		
-2-		
-3-		
-4-		
-5-		
	64" - 72"	Gray Sand, Slightly Silty with Traces of Shell
-6-		

Water Table: 36" Below Existing Grade
Job #: KSM 180425-3ha

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-3ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PH-3 (3"-60"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Light Brown Sand with Some Shell Fragments
DEPTH @ SAMPLE LOCATION	=	28 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	1200 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **40.0 FEET/DAY**

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FAX (772) 589-6469

LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-3pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-3 (3"-60"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Light Brown Sand with Some Shell Fragments
DEPTH @ SAMPLE LOCATION	=	28 Inches **(Sample Taken Vertically)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	1050 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **35.0 FEET/DAY**

KSM

KELLER, SCHLEICHER & MacWILLIAM ENGINEERING AND TESTING, INC.
MARTIN (772) 337-7755
PALM BEACH (561) 845-7445
FAX (561) 845-8876
C.A.: 5693
P.O. BOX 78-1377, SEBASTIAN, FL 32978-1377
www.ksmengineering.net
E-Mail: KSM@KSMENGINEERING.NET
SEBASTIAN (772) 589-0712
MELBOURNE (321) 768-8488
ST. LUCIE (772) 229-9093
FAX (772) 589-6469

Date of Boring: February 7, 2018

Location: Jones' Pier
Jungle Trail
Vero Beach, Florida
HA-4, See Attached Location Plan

Depth in Feet	Strata From-To	Description of Soil
-0-	0" - 8"	Brown Sand with Some Roots
-1-	8" - 44"	Light Brown Sand
-2-		
-3-		
-4-	44" - 72"	Gray Sand, Slightly Silty with Traces of Shell
-5-		
-6-		

Water Table: 26" Below Existing Grade
Job #: KSM 180425-4ha

KSM

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LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PH-4 (0"-8"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Brown Sand
DEPTH @ SAMPLE LOCATION	=	4 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	135 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **4.5 FEET/DAY**

KSM

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FAX (772) 589-6469

LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-4 (0"-8"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Brown Sand
DEPTH @ SAMPLE LOCATION	=	4 Inches **(Sample Taken Vertically)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	90 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **3.0 FEET/DAY**

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MELBOURNE (321) 768-8488
ST. LUCIE (772) 229-9093
FAX (772) 589-6469

LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4ph

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PH-4 (8"-44"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Light Brown Sand
DEPTH @ SAMPLE LOCATION	=	24 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	415 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **13.8 FEET/DAY**

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FAX (772) 589-6469

LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-4 (8"-44"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Light Brown Sand
DEPTH @ SAMPLE LOCATION	=	24 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	285 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **9.5 FEET/DAY**

KSM

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ST. LUCIE (772) 229-9093
FAX (772) 589-6469

LABORATORY PERMEABILITY - CONSTANT HEAD METHOD (ASTM 2434)

DATE OF TEST: February 8, 2018 PROJECT NO. KSM 180425-4pv

CLIENT : Indian River County Environmental Planning

LOCATION : Jones' Pier
Jungle Trail
Vero Beach, Florida
PV-4 (44"-60"), See Attached Location Plan

SAMPLE DESCRIPTION	=	Gray Sand, Slightly Silty with Traces of Shell
DEPTH @ SAMPLE LOCATION	=	52 Inches **(Sample Taken Horizontally)**
LENGTH OF SAMPLE ALONG PATH OF FLOW	=	5.5 INCHES
DIAMETER OF SAMPLE	=	3 INCHES
QUANTITY OF FLOW	=	265 MILLILITERS
TIME INTERVAL OF TEST	=	10 MINUTES
DIFFERENCE IN HYDRAULIC HEAD ACROSS THE SAMPLE	=	19 ½ INCHES

THE RESULTS OBTAINED FROM OUR LABORATORY PERMEABILITY TEST, WHERE K IS THE COEFFICIENT OF PERMEABILITY = **8.8 FEET/DAY**

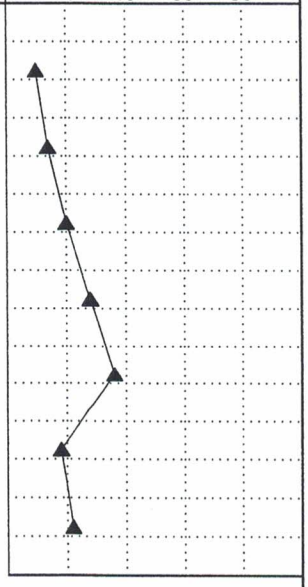
KSM Engineering & Testing
P.O. Box 78-1377
Sebastian, FL 32978
Tel: (772)-589-0712
Fax: (772)-589-6469

BORING NUMBER B1

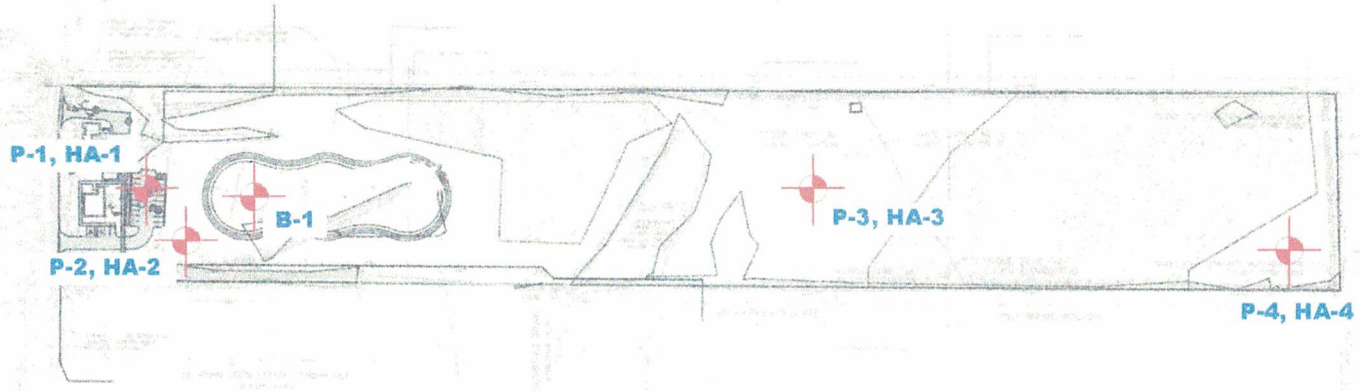
CLIENT Indian River County Environmental Planning
PROJECT NAME Jones' Pier, 7770 Jungle Trail
PROJECT NUMBER I.R.C. PO # 80283-00 and KSM # 180425-b
PROJECT LOCATION Vero Beach, Florida
DATE STARTED 2/7/18 **COMPLETED** 2/7/18
GROUND ELEVATION _____ **HOLE SIZE** inches
DRILLING CONTRACTOR _____
GROUND WATER LEVELS:
DRILLING METHOD Split Spoon Sample
▽ **AT TIME OF DRILLING** 2.17 ft
LOGGED BY JR/NV **CHECKED BY** JEK
AT END OF DRILLING ---
NOTES See Attached Location Plan
AFTER DRILLING ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)
0		Dark Brown/Gray Sand with Traces of Roots					
		Gray Sand, Slightly Silty with Traces of Shell ▽	SS		5-5-5 (10)		
			SS		6-8-6 (14)		
5			SS		9-9-11 (20)		
			SS		10-12-16 (28)		
10			SS		15-18-18 (36)		
		Gray Sand, Slightly Silty	SS		10-8-10 (18)		
			SS		8-10-12 (22)		
15		Bottom of borehole at 15.0 feet.	SS		15		

▲ SPT N VALUE ▲
20 40 60 80
PL MC LL
20 40 60 80
☐ FINES CONTENT (%) ☐
20 40 60 80



GEOTECH BH PLOTS - GINT STD US LAB.GDT - 2/21/18 15:10 - \\KSM-SERVER\KSM FILES\18 DOCS (KSM-SERVER)\180425-B.GPJ



LOCATION OF TESTS

PROJECT: Jones' Pier 7770 Jungle Trail, Vero Beach, Florida			
SHEET 1 OF 1 PERMIT #: PROJECT #: 180425-b	KSM ENGINEERING AND TESTING		DRAWN BY: J.L. DESIGNED BY: J.K. DATE: 20180221 SCALE: NONE

USDA SOILS SURVEY

1-Canaveral fine sand,0 to 5 percent slopes
18-Captiva fine sand

PROJECT: Jones' Pier, 7770 Jungle Trail, Vero Beach, Florida

SHEET 1 OF 1 PERMIT #: PROJECT #: 180425-soils	KSM ENGINEERING AND TESTING	DRAWN BY: J.L. DESIGNED BY: J.K. DATE: 20180221 SCALE: NONE

Appendix 6
IRC Building Department
Permit Fee Schedule

	Attachment C	Indian River County Building Division Permit Fee Schedule			EFFECTIVE 10/11/21
#	**Permit Type**	**Application Fee**	**Permit Fee**	**Comments**	
1	**New Buildings, Alterations, Mobile and Modular Homes**	$200.00	0.4334% of ICC Building Valuation over $46,146.75	Base permit fee includes subcontractor work (electrical, plumbing, mechanical, insulation, alarm, and irrigation) if subcontractor work is shown on the permit documents, if the value of the subcontractor work is included as part of the aggregate construction value and if subcontractor affidavits are submitted with the application. Commercial Site work and all Accessory Structures are excluded.	
2	**Additions, Alterations, Misc. Commercial**				

	Residential / Commercial Trade Permits				EFFECTIVE 10/11/21
#		Permit Fee	Comments		
3	Aboveground Swimming Pool	$75.00	Additional permit fee of 0.4334% of contract / work order valuation over $17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a $55 plan review fee.		
4	Burglar Alarm	$75.00			
5	Electric	$75.00			
6	Electrical	$75.00			
7	Electrical Service Change	$75.00			
8	Electrical Temporary Pole	$75.00			
9	Fence	$75.00			
10	Fuel Gas	$75.00			
11	In-fill Screening	$75.00			
12	Insulation	$75.00			
13	Irrigation System	$75.00			
14	Mechanical	$75.00			
15	Plumbing	$75.00			
16	Pool Barrier (excluding screened enclosure)	$75.00			
17	Pre-fabricated detached accessory structure	$75.00			
18	Residential Paving (Driveway, Patio Slab)	$75.00			
19	Solar water or PV	$75.00			
	Residential Specialty Permits				
#	Permit Type	Permit Fee	Comments		
20	Door / Window - Replacement / Hurricane Shutters	$75.00	Fee includes up to 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over $17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a $55 plan review fee.	
21	Door / Window - Replacement / Hurricane Shutters	$200.00	Greater than 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over $46,146.75; permit fee due at time of application.	
22	Garage door replacement - (1Door)	$75.00	$25 for each additional door in the same building / unit	Additional permit fee of 0.4334% of contract / work order valuation over $17,305; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a $55 plan review fee.	

	Level-1 Specialty Permits				
#	**Permit Type**	**Permit Application Fee**	**Comments**		
23	Aluminum Structures	$200.00		Additional permit fee of 0.4334% of contract / work order valuation over $46,146.75; permit fee due at time of application.	
24	Sign	$200.00			
25	Demolition	$200.00			
26	Deck, Dock or Seawall	$200.00			
27	Door or window replacement-Commercial	$200.00			
28	Garage doors replacement – Commercial	$200.00			
29	House Moving	$200.00	Separate Alteration permit required for foundation and improvements at relocation site.		
30	Hurricane Shutters - Commercial	$200.00			
31	Site-Built Accessory Structure	$200.00			
32	Commercial Paving	$200.00			
	Level-2 Residential and Commercial Specialty Permits				
#	**Permit Type**	**Application Fee**	**Permit Fee**	**Comments**	
33	Miscellaneous Permits: e.g: Fixed Station Generator		$225.00	Additional permit fee of 0.4334% of contract / work order valuation over $51,916; permit fee due at time of application.	
34	Re-roofing		$225.00		
35	Residential Pool		$225.00		
36	Commercial Pool	$200.00	$250.00	Additional permit fee of 0.4334% of contract / work order valuation over $57,685; permit fee due at time of application.	
	INSPECTION RELATED FEES				
		FEE			
37	Re-inspection fee	$45.00	[1] failure to comply with code/plan requirements. [2] unproductive inspector trip (unable to access the work or not ready for inspection). [3] Advisory Inspection requested by contractor or owner.		
38	After-Hour Inspections	$50 / hour. Minimum 4-hour charge	Must be arranged 2 days in advance.		

	Plan Review	FEE		Comments	~~EFFECTIVE 10/11/21~~
39	1st and 2nd Application / Plan Rejection / Modification	$100 each		When content fails to meet sufficiency Requirement Check List (per state statute).	
40	3rd and subsequent Application / Plan Rejection / Modification	Four (4) times the original plan review fee (1/3 permit fee)		When content fails to meet sufficiency Requirement Check List (per state statute).	
41	Revision - small format	$50.00		one 8.5 x 11 sheet	
42	Revision - large format	$100.00		plan sheets - large format - or more than one 8.5x11	
43	Pre-Application Design Review	$100.00			
	Contractor Licensing	**FEE**			
44	Competency Card Application Fee	$50.00			
45	Competency Card Renewal Fee	$50.00			
	Administrative Service Fees	**FEE**		**Comments**	
46	Microfilm / Microfiche Document Requests Document Research	See Archive Request form			
47	Digital Document requests	See Archive Request form			
48	Paper documents from database or copier	0.25* / 0.50** per page fee		8.5x11*, 8.5x14*, 11x17**	
49	Change of contractor	$50.00			
50	Change of sub-contractor	$20.00			
			GENERAL INFORMATION		
	Valuation methodology	Valuation is based on the greater of contract value or latest ICC valuation table or as otherwise acceptable to the Building Official for specialty work not addressed by the ICC valuation table. The job valuation must include labor, overhead and profit. Valuation of total improvement (excluding land) shall be used.			
	Penalties (statutory).	Any person who commences any work requiring a permit before obtaining the permit shall be subject to a penalty of one hundred percent (100%) (Double) of the standard permit fee. The payment of such penalty shall not relieve any person(s) from complying with the requirement of the Building Code, the IRC Code of Ordinances, any applicable laws, or this resolution			
	Multiple Buildings	Multiple Buildings on one property: Work in common areas of buildings is individually permitted per building not per property.			
	Refunds	Permit and Permit Application fees are non-refundable.			
	Private Provider Fee Reductions	A fee reduction for Private Provider related permits will be calculated as follows: 10% reduction in fees if a “Private Provider” is utilized for Permit Plan Review, and 25% reduction in fees if a “Private Provider” is utilized for Permit related Inspections.			
	Credit Card Service Fee	Credit card payments are subject to a 2.5% per transaction fee with a $2 minimum			

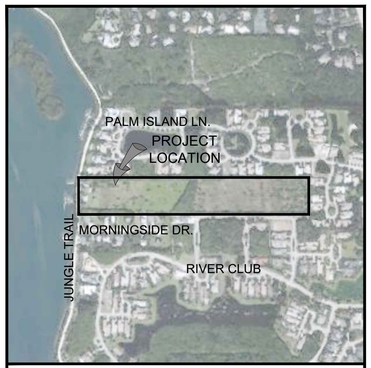
Appendix 7
MBV Phase 1 Construction Plans for the Jones' Pier Conservation Area

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS

PHASE 1

SECTION 36, TOWNSHIP 31S, RANGE 39E
INDIAN RIVER COUNTY, FLORIDA
OCTOBER 2018

VICINITY MAP



LOCATION MAP

OWNER / APPLICANT

INDIAN RIVER COUNTY PARKS DIVISION
5500 77th STREET
VERO BEACH, FLORIDA 32967
PHONE: 772-226-1873

ENGINEER

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 20TH STREET
VERO BEACH, FL 32960
PH: (772) 569-0035
FAX: (772) 778-3617
MELBOURNE, FL – PH: (321) 253-1510
FT. PIERCE, FL – PH: (772) 468-9055

SURVEYOR

CAI Serving Florida Since 1911 CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
TEL: (772) 562-4191 FAX: (772) 562-7180

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
C1	COVER
C2	GENERAL NOTES
C3	OVERALL EXISTING CONDITIONS
C3A	EXISTING CONDITIONS - PHASE 1
C4	DEMOLITION PLAN
C5	OVERALL SITE PLAN
C6	PHASE 1 SITE PLAN
C7	PHASE 1 PAVING, GRADING AND DRAINAGE PLAN
C8	OVERALL UTILITY PLAN
C9	UTILITY PLAN ENLARGEMENT
~~C10~~	~~PRIVATE LIFT STATION DETAILS~~
C11	EROSION CONTROL PLAN
C12	EROSION CONTROL DETAILS
C13	GENERAL DETAILS
C14	COVB STANDARD UTILITY DETAILS
C15	COVB STANDARD UTILITY DETAILS
C16	LANDSCAPE PLAN

72 HOURS BEFORE DIGGING
CALL TOLL FREE
811
Know what's **below.**
Call before you dig.

AARON G. STANTON
LICENSE
No. 72460
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

PROJECT: 17-0133

SHEET
C1
OF 17

CONSTRUCTION NOTES:

1. THE CONTRACTOR IS ADVISED TO THOROUGHLY REVIEW THIS PLAN PACKAGE SO AS TO BE TOTALLY PREPARED TO PRESENT HIS BID PRICES IN THE CONTRACT DOCUMENTS. THE PLAN PACKAGE SUFFICIENTLY DELINEATES THE SCOPE AND INTENT OF THE ROADWAY WORK TO BE ACCOMPLISHED. IT WILL, THEREFORE, BE INCUMBENT ON THE CONTRACTOR TO ADJUST HIS FEE DOLLARS TO REFLECT ANY AND ALL ITEMS WHICH MAY NOT BE CLEARLY OUTLINED OR THOSE ITEMS WHICH MAY NOT BE INDICATED BUT WHICH ARE NECESSARY FOR THE SUCCESSFUL COMPLETION OF THIS PROJECT WITHOUT ADDITIONAL COSTS TO THE OWNER.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH INDIAN RIVER COUNTY AND FDOT STANDARDS AND SPECIFICATIONS.
3. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS BASED ON AVAILABLE RECORDS AND IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO AND IS RESPONSIBLE FOR THE COORDINATION OF UTILITY RELOCATION.
4. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES IN THE FIELD WITH UTILITY OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION UTILITY OWNERS:

AT&T
(888) 944-0447

FLORIDA POWER & LIGHT
3301 ORANGE AVENUE
FORT PIERCE, FL 34947
(800) 343-7941

COMCAST CABLE
(800) 289-8849

CITY OF VERO BEACH
17 17TH STREET
PO BOX 1389
VERO BEACH, FL 32961
TODD YOUNG (772) 978-5209

5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATION, AS REQUIRED BY THE UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT. NOTIFY SUNSHINE AT 811.
6. UTILITIES ARE TO BE ADJUSTED BY UTILITY OWNER OR AS DIRECTED BY THE ENGINEER.
7. SURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INQUIRE OF THE ENGINEER IF ADDITIONAL INFORMATION IS AVAILABLE, TO MAKE ARRANGEMENTS TO REVIEW SAME PRIOR TO BIDDING, AND IS TO MAKE HIS OWN DETERMINATION AS TO ALL SUBSURFACE CONDITIONS.
8. CONTRACTOR SHALL NOTIFY THE ENGINEER IF SOIL OR SUBSURFACE CONDITIONS UNSUITABLE FOR CONSTRUCTION ARE ENCOUNTERED.
9. ALL EXCAVATED SOILS DEEMED SUITABLE AS FILL MATERIAL AS DETERMINED BY THE ENGINEER SHALL BE UTILIZED ON SITE BY THE CONTRACTOR AT HIS OWN EXPENSE. THE EXACT LOCATION OF DELIVERY ON SITE SHALL BE DETERMINED BY THE ENGINEER. ALL EXCAVATED SOILS DEEMED UNSUITABLE SHALL BE DISPOSED OF BY THE CONTRACTOR AT HIS OWN EXPENSE.
10. ITEM IN CONFLICT WITH DESIGN SUCH AS EXISTING CURBS AND GUTTERS, SIDEWALKS, DRAINAGE STRUCTURES, PAVEMENT AND EXCESS EXCAVATIONS ARE TO BE REMOVED BY THE CONTRACTOR AND DISPOSED OF IN A LEGAL AND PROPER MANNER AWAY FROM THE JOB SITE AT HIS OWN EXPENSE.
11. IT SHOULD BE NOTED THAT THE OCCUPATIONAL SAFETY AND HEALTH ACT PROHIBITS THE OPERATING OF EQUIPMENT OR MACHINES CLOSER THAN TEN (10) FEET TO ENERGIZED ELECTRIC LINES RATES AT FIFTY KILOVOLTS OR BELOW. ALSO, NO EXCAVATION IS PERMITTED WITHIN FIVE (5) FEET OF POWER POLE FACILITIES.
12. ALL IRONS AND MONUMENTS (P.R.M.'S) SHOWN ON PLANS, OR FOUND, SHALL BE PRESERVED. THOSE SHOWN IN PROPOSED PAVEMENT SHALL BE PROTECTED WITH A CAST IRON VALVE BOX.
13. ANY PUBLIC LAND CORNERS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED OR DISTURBED, THE CONTRACTOR WILL NOTIFY THE ENGINEER.
14. ALL EXISTING TREES WITHIN THE RIGHT OF WAY ARE TO BE REMOVED AS CLEARING AND GRUBBING UNLESS OTHERWISE NOTED.
15. WHEN REFERENCED TO, FDOT REFERS TO FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN STANDARDS,CURRENT EDITION.
16. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO A CONDITION EQUAL TO, OR BETTER THAN, THAT NOW EXISTING.
17. BACKFILL, GRADE AND SOD AS REQUIRED AROUND ALL NEW CONSTRUCTION AND ALL DEVELOPED LOTS TO PREVENT EROSION. SEED AND MULCH WILL ONLY BE ALLOWED TO RESTORE UNDEVELOPED LOTS AFFECTED BY CONSTRUCTION OR AS DIRECTED BY THE ENGINEER.
18. SODDING TO BE USED AT LOCATIONS AS DIRECTED BY THE ENGINEER.
19. PROPERTY OWNERS AND BUSINESSES WITHIN THE AREA OF CONSTRUCTION SHALL BE GIVEN ACCESS TO THEIR PROPERTY AT ALL TIMES DURING THE PERIOD OF CONSTRUCTION.
20. ALL MAILBOXES SHALL BE RELOCATED BY THE CONTRACTOR AS DIRECTED BY THE U.S. POSTAL MAIL CARRIER.
21. THE CONTRACTOR SHALL REMOVE, COVER OR OBLITERATE EXISTING ROADWAY SIGNS AND PAVEMENT MARKINGS THAT CONFLICT WITH THE CONSTRUCTION TRAFFIC CONTROL PLANS.
22. CONTRACTOR TO PROTECT ALL SPRINKLER HEADS NOT IN CONFLICT WITH DESIGN AND RELOCATE ALL THOSE WHICH ARE IN CONFLICT TO A LOCATION DETERMINED IN FIELD.
23. SOD TWO (2) FEET MINIMUM ALONG SIDE PROPOSED EDGE OF PAVEMENT.
24. THE CONTRACTOR IS REQUIRED TO PERFORM HIS WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE VARIOUS PERMITS WHICH WILL BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
25. THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY DRAINAGE MEASURES AS REQUIRED TO ADEQUATELY DRAIN THE PROJECT AND ANY TEMPORARILY TRAVELED ROADWAYS. TEMPORARY DRAINAGE DESIGN, CONSTRUCTION AND MAINTENANCE IS THE CONTRACTOR'S RESPONSIBILITY; HOWEVER, ALL SUCH MEASURES MUST BE APPROVED BY THE ENGINEER.
26. THE EXISTING SIDEWALK SHALL NOT BE DISTURBED UNLESS OTHERWISE NOTED.
27. GRADES SHOWN ARE FINISHED GRADES.
28. SAWCUT CONCRETE OR ASPHALT DRIVEWAYS AS REQUIRED FOR REPLACEMENT.
29. ALL ABANDONED UTILITIES (INCLUDING PIPES, CABLES AND STRUCTURES) FOUND IN THE RIGHT OF WAY AND NOT SHOWN ON THE PLANS, ARE TO BE REMOVED AND PROPERLY DISPOSED OF AT THE EXPENSE OF THE CONTRACTOR. THIS INCLUDES ALL EXOTIC PIPES LIKE ASBESTOS-CEMENT PIPE. COST TO BE INCLUDED IN CLEARING AND GRUBBING ITEM.
30. DRIVEWAY LOCATIONS AND WIDTHS ARE APPROXIMATE AND ARE TO BE ADJUSTED AS NECESSARY OR AS DIRECTED BY THE ENGINEER.
31. BENCHMARK DATUM IN N.A.V.D. 1988.
32. BACKFILL AND SOD AS REQUIRED BEYOND RIGHT OF WAY LINES ON INDIVIDUAL LOTS TO MAINTAIN POSITIVE DRAINAGE FLOW INTO CURB AND GUTTER.
33. GRADE AND SOD SWALES TEN (10) FEET FROM PROPOSED DITCH BOTTOM INLETS AND MITERED END SECTIONS ON SIDE STREETS AS REQUIRED.
34. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ℄ (BASELINE) AND ℄ (CENTERLINE) CONSTRUCTION THROUGHOUT THE PROJECT.
35. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE (SEQUENCE OF OPERATIONS) PRIOR TO THE PRE-CONSTRUCTION MEETING.
36. THE CONTRACTOR SHALL REMOVE DRIVEWAY APRONS AND DRIVEWAY CULVERTS AND SHALL MAINTAIN ROUGH GRADE FOR UTILITY MODIFICATIONS.
37. ALL EXISTING SWALES SHALL BE PROTECTED BY THE CONTRACTOR. ANY DAMAGE TO THE SWALE LINE SHALL BE CORRECTED BY THE CONTRACTOR AT HIS OWN EXPENSE.
38. PAYMENT FOR INCIDENTAL ITEMS NOT SPECIFICALLY COVERED IN THE INDIVIDUAL BID ITEMS SHALL BE INCLUDED IN THE CONTRACT PRICES FOR BID ITEMS.
39. MAINTAIN A MINIMUM OF ONE (1) FOOT CLEARANCE BETWEEN POWER POLE AND EDGE OF SIDEWALK.
40. WHEN ALL OTHER PERMANENT CONSTRUCTION IS COMPLETE, THE FINAL SURFACE COURSE SHALL BE PLACED.
41. CONSTRUCTION OPERATIONS FOR PLACEMENT OF THE FINAL SURFACE COURSE SHALL BE LIMITED TO A DISTANCE, AS DIRECTED BY THE ENGINEER, THE CONTRACTOR CAN COMPLETE IN ONE (1) DAY.
42. THE CONTRACTOR SHALL IMPLEMENT TEMPORARY PAVEMENT MARKINGS UNTIL THE FINAL SURFACE COURSE HAS CURED (MINIMUM THIRTY (30) DAYS AFTER FINAL SURFACE COURSE PLACEMENT). ANY TEMPORARY PAINTED MARKINGS PLACED ON THE FINAL.
43. PAVEMENT TRANSITION SHALL BE MADE IN ACCORDANCE WITH PAVEMENT TRANSITION DETAIL.

72 HOURS BEFORE DIGGING
CALL TOLL FREE
811
Know what's **below.**
Call before you dig.

ROADWAY SPECIFICATIONS

GENERAL

IT IS INTENDED THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" MOST CURRENT EDITION BE USED WHERE APPLICABLE FOR VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THAT WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT.

IF WITHIN THAT PARTICULAR SECTION ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE A PART OF THE STANDARD SPECIFICATIONS ALSO.

ALL WORK SHALL BE IN WORKMANLIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE AND FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED TO BEGIN WORK.

THE CONTRACTOR SHALL GIVE THE ENGINEER 24 HOURS NOTICE PRIOR TO REQUESTING INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK.

THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF TWO YEARS FROM THE DATE OF PROJECT ACCEPTANCE, DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIALS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

GRADING

THE CONTRACTOR SHALL PERFORM ALL GRADING NECESSARY TO ACHIEVE THE PROPOSED PLAN GRADES INCLUDING TYPICAL SECTIONS.

ALL WORK SHALL BE IN ACCORDANCE WITH SECTION 120 OF THE STANDARD SPECIFICATIONS.

STAKING

CONSTRUCTION STAKING WILL BE PERFORMED BY THE CONTRACTOR.

STABILIZING

STABILIZED SUBGRADE SHALL BE CONSTRUCTED TO THE FLORIDA BEARING VALUE AS PER PLAN FOR THE DEPTH AND LIMITS SHOWN ON THE PLAN, AND IN ACCORDANCE WITH SECTION 160 OF THE STANDARD SPECIFICATIONS.

(TYPE C STABILIZATION). ALL STABILIZED AREAS SHALL BE COMPACTED TO AT LEAST 98% OF THE MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.

RECLAIMED ASPHALT PAVEMENT (MILLINGS):

THE MILLINGS DRIVEWAY AND PARKING LOT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SECTION 283 OF THE STANDARD SPECIFICATIONS. THE MILLINGS SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 95% OF MAXIMUM DENSITY AS DETERMINED BY FM 1-T180.

TESTING

THE COUNTY SHALL RETAIN THE SERVICES OF AN APPROVED INDEPENDENT TESTING LABORATORY TO CONDUCT ALL REQUIRED TESTS ON SUBGRADE, BASE AND SURFACE COURSE MATERIALS. TEST RESULTS MUST BE SUBMITTED PRIOR TO ANY REQUEST FOR PAYMENT ON THE ABOVE ITEMS.

THE SCHEDULE FOR TESTING OF THE ROAD CONSTRUCTION SHALL BE AS FOLLOWS:

A. SUBGRADE:
   1. FLORIDA BEARING VALUE TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 200 FEET, OR CLOSER AS MIGHT BE NECESSARY IN THE EVENT OF VARIATIONS IN SUBSOIL CONDITIONS.
   2. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 200 FEET OR CLOSER AS MIGHT BE NECESSARY.

B. BASE:
   1. DENSITY TESTS SHALL BE TAKEN AT INTERVALS OF NOT MORE THAN 500 FEET OR CLOSER AS MIGHT BE NECESSARY.

ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 1 1/2 INCHES INSIDE THE LEFT EDGE, TO THE CENTER, TO A POINT 12 INCHES INSIDE THE RIGHT EDGE OF THE ITEM TESTED.

IF ANY TEST INDICATES THAT THE WORK DOES NOT MEET THE SPECIFICATIONS, I.E. "FAILS", THE SUBSTANDARD AREA SHALL BE REWORKED OR CORRECTED AND RETESTED, AT THE CONTRACTOR'S EXPENSE, UNTIL THE PROVISIONS OF THESE SPECIFICATIONS ARE MET.

ALL PASSING TESTS SHALL BE PAID FOR BY THE COUNTY. ALL FAILING TESTS SHALL BE PAID FOR BY THE CONTRACTOR.

CLEAN-UP

THE CONTRACTOR MUST PROVIDE CLEAN-UP OF EXCESS CONSTRUCTION MATERIAL UPON COMPLETION OF THE PROJECT. THE SITE MUST BE LEFT IN A NEAT, CLEAN, GRADED CONDITION.

DRAINAGE SPECIFICATIONS

STORM INLETS AND MANHOLES SHALL BE CONSTRUCTED IN GENERAL ACCORDANCE WITH SECTION 425 OF THE STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

CONCRETE SHALL HAVE A MINIMUM 28-DAY STRENGTH OF 3000 PSI.

ALL REINFORCING STEEL TO BE ASTM A 615-72 GRADE 40, FYP = 40,000 PSI, AND SHALL BE HANDLED AND PLACED IN ACCORDANCE WITH ACI 318-71.

PRECAST CONCRETE MANHOLES AND STORM INLETS MAY BE USED UPON THE ENGINEER'S APPROVAL OF THE MANUFACTURER'S SHOP DRAWINGS.

STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SECTION 430 AND RELATED SECTIONS OF THE STANDARD SPECIFICATIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION.

CONCRETE

UNLESS OTHERWISE SPECIFIED OR INDICATED, ALL FIBER-MESH CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3000 PSI. ALL WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE AMERICAN CONCRETE INSTITUTE (ACI) BUILDING CODE AND THE APPLICABLE BUILDING CODES HAVING JURISDICTION IN THE AREA.

CULVERT PIPES

REINFORCED CONCRETE PIPE (R.C.P.) SHALL BE IN ACCORDANCE WITH SECTION 449 OF THE STANDARD SPECIFICATIONS.

PRECAST CONCRETE DRAINAGE PRODUCTS

ALL PRECAST CONCRETE DRAINAGE PRODUCTS (INCLUDING BUT NOT LIMITED TO ROUND CONC. PIPE. ELLIPTICAL CONC. PIPE, UNDERDRAINS, MANHOLES, INLETS, ENDWALLS, JUNCTION BOXES, THREE SIDED CONC. CULVERTS, AND CONC. BOX CULVERTS) SHALL BE IN ACCORDANCE WITH SECTION 449 OF THE STANDARD SPECIFICATIONS.

RECORD DRAWINGS

CONTRACTOR SHALL KEEP AND MAINTAIN RECORD DRAWINGS ON THE PROJECT SITE AT ALL TIMES WHICH SHALL BE ANNOTATED BY THE CONTRACTOR DEPICTING ANY CHANGES MADE IN THE FIELD WHICH DIFFER FROM THE CONTRACT DRAWINGS. RECORD DRAWINGS SHALL INCLUDE, BUT NOT LIMITED TO, INVERT AND TOP ELEVATIONS OF CULVERTS AND INLET STRUCTURES. CONTRACTOR SHALL SUBMIT COMPLETE AND FINAL RECORD DRAWINGS TO ENGINEER UPON COMPLETION OF PROJECT AND PRIOR TO FINAL INSPECTION AND FINAL PAYMENT.

DRAINAGE SPECIFICATIONS (CONTINUED)

INSPECTION

MINIMUM CONSTRUCTION INSPECTION CHECKPOINTS

THE ENGINEER SHALL BE NOTIFIED:
1. PRIOR TO ANY MAJOR DEVIATION FROM THE APPROVED PLANS.
2. PRIOR TO BACKFILLING ANY PIPE TRENCHES.
3. UPON COMPLETION OF SUBGRADE GRADING AND COMPACTION.
4. UPON BEGINNING OF SPREADING OF ROCK BASE MATERIAL.
5. UPON COMPLETION OF GRADING AND COMPACTION OF THE BASE MATERIAL AND PRIOR TO PRIMING.
6. IMMEDIATELY PRIOR TO AND UPON APPLICATION OF A.C.S.C.
7. UPON COMPLETION OF CONSTRUCTION.

CONSTRUCTION IN STREETS AND ROAD RIGHT-OF-WAYS

1. OPEN ROAD CUTS REQUIRES PRIOR APPROVAL OF THE CITY, COUNTY, STATE OR ANY OTHER AGENCY WHICH MAY HAVE JURISDICTION.
2. ALL CONSTRUCTION, MATERIALS AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND STANDARDS.
3. ALL AREAS IN EXISTING RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION SHALL RECEIVE SOLID SOD.
4. STREET RESTORATION TO BE DONE AS PER INDIAN RIVER COUNTY STANDARDS.
5. THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF THE STATE, COUNTY AND CITY AUTHORITIES REGARDING CLOSING OR RESTRICTING THE USE OF PUBLIC STREETS OR HIGHWAYS.
6. TRAFFIC CONTROL ON ALL COUNTY AND STATE HIGHWAY RIGHT-OF-WAYS SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION.

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR CHECKING ACTUAL SITE CONDITIONS BEFORE STARTING CONSTRUCTION.
2. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK.
3. CONTRACTOR SHALL OBTAIN COPIES OF ALL REQUIRED PERMITS BEFORE COMMENCING WORK. CONTRACTOR SHALL FAMILIARIZE HIMSELF OF ALL PERMIT CONDITIONS AND PERFORM ALL WORK AN ACCORDANCE WITH ALL SAID CONDITIONS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL CONTACT ALL CONCERNED UTILITIES AT LEAST 48 HOURS IN ADVANCE FOR CONSTRUCTION OPERATIONS.
5. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
6. ALL SUBDIVISION CONSTRUCTION SHALL BE COMPLETED IN ACCORDANCE WITH THE APPLICABLE INDIAN RIVER COUNTY ORDINANCES.
7. CONTRACTOR SHALL SUPPLY DENSITY TESTS TO ENGINEER ON ALL SUB-GRADE AND BASE. TESTS SHALL BE PREPARED PER AASHTO T-180 METHOD.
8. SLOPE GRADES FROM ELEVATIONS SHOWN TO EXISTING GRADE AT PROPERTY LINE. MAXIMUM SLOPE 3:1.
9. ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS IN ADVANCE FOR ANY INSPECTION.
10. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH M.U.T.C.D. STANDARDS.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION.
12. THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTORS BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.
13. ALL INLETS SHALL HAVE A 6" MIN. SUMP BELOW LOWEST INVERT.
14. EROSION CONTROL FENCING MUST BE IN PLACE PRIOR TO GRADING.
15. PIPE LENGTHS AND SLOPES SHOWN ARE APPROXIMATE.
16. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
17. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
18. CONTRACTOR SHALL ADJUST INLET/STRUCTURE OR CONNECTION LOCATION AS REQUIRED TO ENSURE PROPOSED STRUCTURES AND PIPES ARE IN PROPER ALIGNMENT AND MATCH SLOPE OF EXISTING PIPES OR CONNECTIONS.
19. THIS PLAN CONTEMPLATES ACCESS CONNECTIONS TO ADJACENT ROADS AS SHOWN.
20. FILL MATERIAL MAY NOT BE STOCKPILED HIGHER THAN SIX (6) VERTICAL FEET ONSITE PER INDIAN RIVER COUNTY CODE.
21. DIMENSIONS SHOWN ARE TO EDGE OF GUTTER OR PAVEMENT. RADII SHOWN ARE TO FACE OF CURB.
22. ALL SIGNS SHALL BE MUTCD STANDARD.
23. ALL PAVEMENT MARKINGS, EXCEPT PARKING STALL STRIPING, SHALL BE THERMOPLASTIC PER INDIAN RIVER COUNTY REQUIREMENTS.
24. THE USES PROPOSED AS PART OF THIS PLAN DO NOT REQUIRE A SUBMITTAL OF A RISK MANAGEMENT PLAN PURSUANT TO U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS AND SHALL NOT EXCEED THE EPA'S RMP THRESHOLD QUANTITIES OF LISTED SUBSTANCES.
25. WATER FOR FIRE FIGHTING PURPOSES SHALL BE INDICATED WITH A BLUE ROADWAY REFLECTOR, PLACE ONE FOOT OFF OF THE CENTERLINE OF THE ROAD FACING THE FIRE HYDRANT. THIS INCLUDES NEW AND EXISTING SOURCES.
26. REGARDLESS OF PRIVATE OR PUBLIC DEDICATIONS, THERE SHALL BE NO UTILITY CONNECTIONS, METER BOXES OR VALVE BOXES IN EXISTING OR PROPOSED SIDEWALK OR DRIVEWAY AREAS.
27. CONTRACTOR SHALL ADJUST INLET/STRUCTURE OR CONNECTION LOCATION AS REQUIRED TO ENSURE PROPOSED STRUCTURES AND PIPES ARE IN PROPER ALIGNMENT AND MATCH SLOPE OF EXISTING PIPES OR CONNECTIONS.
28. ANY STATE AND FEDERAL PERMITS THAT MAY BE REQUIRED AS A RESULT OF LAND CLEARING AND LANDSCAPING ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
29. CONTRACTOR IS RESPONSIBLE TO PROTECT AND/OR REPLACE ALL SURVEY MONUMENTATION BY A LICENSED SURVEYOR IN THE STATE OF FLORIDA.

TECHNICAL SPECIFICATIONS

MATERIALS

A.) DRAINAGE PIPING:
   1.) MINIMUM SIZED PIPING SHALL BE 15" OR EQUIVALENT ELLIPTICAL SIZE AND 18" MINIMUM ON COLLECTOR ROADS, UNLESS OTHERWISE NOTED.
   2.) ALL STORM PIPING SHALL MEET MANUFACTURER'S SPECIFICATIONS. CONTRACTOR TO COORDINATE WITH MANUFACTURER TO ENSURE PROPOSED PIPING DOES NOT REQUIRE ADDITIONAL INSTALLATION MATERIALS, INCLUDING BUT NOT LIMITED TO, STRAPPING, ANCHORING, BUOYANCY, ETC.
   3.) ALL JOINTS SHALL BE WRAPPED WITH FILTER FABRIC.
   4.) SAFETY BARS SHALL BE PLACED ON PIPE AND MITERED END SECTIONS WHERE DETERMINED NECESSARY.
   5.) OUTFALL END RUN TO DITCHES SHALL HAVE A MITERED END SECTION WITH SAFETY BARS TO MATCH EXISTING DITCH BANK SLOPE WITH APPROPRIATE EROSION CONTROL MEASURES UNLESS OTHERWISE NOTED.

B.) DRAINAGE STRUCTURES:
   1.) ALL DRAINAGE STRUCTURES SHALL MEET SPECIFIC PLANNED USE AS DETERMINED BY THE DESIGN ENGINEER AND THE LOCAL GOVERNING AGENCY.
   2.) ALL CATCH BASINS, INLETS OR MANHOLE STRUCTURES SHALL BE OF PRECAST REINFORCED TYPE PURSUANT TO FDOT DESIGN STANDARDS, LATEST EDITION, UNLESS OTHERWISE APPROVED.
   3.) ALL STRUCTURES SHALL BE FREE OF DEFECTS SUCH AS CRACKING, HONEY COMBS AND EXPOSED STEEL REINFORCING INCLUDING BLEED THROUGH.
   4.) SHOP DRAWINGS SHALL BE SUBMITTED BEFORE ORDERING MATERIAL FOR PLANNED PROJECT. CORRESPONDING SHALL BE BETWEEN THE DESIGN ENGINEER AND THE LOCAL GOVERNING AGENCY AND IS THE RESPONSIBILITY OF THE CONTRACTOR.

C.) OUTFALL SPECIFICATIONS:
   1.) OUTFALL STRUCTURES SHALL INCLUDE ALUMINUM SKIMMERS, WEIR DEVICES, WEEP HOLES AND DRAW DOWN SYSTEMS AS DETERMINED BY DESIGN ENGINEER AND THE LOCAL GOVERNING AGENCY AS REQUIRED.
   2.) HARDWARE TO ATTACH DEVICES TO OUTFALL STRUCTURES SHALL BE STAINLESS STEEL MATERIAL.
   3.) CONTRACTOR WILL BE RESPONSIBLE FOR MEETING ALL PERMIT REQUIREMENTS FOR OUTFALL PIPE INTO JURISDICTIONAL CANAL, OR ANY OTHER WATER BODY, TO ENSURE PROPER CONSTRUCTION MEANS AND METHODS PROPOSED ARE ACCEPTABLE. IT IS RECOMMENDED THIS COORDINATION IS DONE PRIOR TO CONTRACTOR'S PRICING.

D.) MANHOLE COVERS & GRATES:
   1.) MANHOLE FRAMES, COVERS AND GRATES SHALL MEET SPECIFIC PLANNED USE AS DETERMINED BY DESIGN ENGINEER AND THE LOCAL GOVERNING AGENCY.
   2.) MANHOLE FRAMES AND COVERS SHALL BE OF CAST IRON MATERIALS, UNLESS OTHERWISE NOTED, AND BE FREE FROM CRACKS, HOLES OR COLD SHUTS. FRAMES AND COVERS SHALL CONFORM TO A MINIMUM STANDARD OF USF 1260 SERIES OR EQUIVALENT WITH COVERS STATING "STORM SEWER."
   3.) FRAMES AND GRATES SHALL BE OF CAST IRON MATERIALS, UNLESS OTHERWISE NOTED, AND BE FREE FROM CRACKS, HOLES AND COLD SHUTS. FRAMES AND GRATES SHALL CONFORM TO A MINIMUM STANDARD OF USF 4160-6210 OR EQUIVALENT.

12 REMOVE SIDEWALK/RAMP TO BLDG. 11-10-2020
11 SEWER REVISIONS 11-10-2020
10 PARKING LOT GRADING 04-28-2020
9 BATHROOM BLDG. GRADING 04-14-2020
8 PATH GRADING 03-16-2020
7 CONSTRUCTIBILITY REVIEW 10-28-2019
6 L.S. TO STEP SYSTEM 09-11-2019
5 FORCE MAIN 08-09-2019
4 PHASING COORDINATION 03-22-2019
3 15' U.E. TO CITY OF VERO BEACH 11-21-2018
2 PER COVB UTIL DEPT 10-31-2018
1 PER COVB AND IRC COMMENTS 10-17-2018
△ **REVISIONS** **DATE**

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1250 JOHN ROSE STREET
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PH: (772) 778-3573
FAX: (772) 778-3577
MELBOURNE, FL – PH (321) 253-3555
JACKSONVILLE, FL – PH (772) 494-4550

JOB NO. 17-0133
DESIGNED ND
DRAWN RT
DATE 03-22-2018
CHECKED AS
DATE ISSUED 10/28/2019

GENERAL NOTES

JONES PIER WETLAND
RESTORATION AND
CONSERVATION IMPROVEMENTS
PHASE 1

INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON
LICENSE
No. 72460
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C2
OF 17
17-0133

LEGEND

WATER METER	E	ELECTRICAL RISER	OHE — OHE — OHE — OVERHEAD ELECTRIC
ANCHOR & GUY WIRE		SIGN	M	MAIL RECEPTACLE	EXISTING TOP OF BANK
DRAINAGE CATCH BASIN		ELECTRICAL METER	EXISTING TOE OF SLOPE
S	SANITARY SEWER MANHOLE	P	PULL BOX	EXISTING FENCE LINE
WATER VALVE	DIA. Ø	DIAMETER	EXISTING TREE/VEGETATION LINE
FIRE HYDRANT	EOP	EDGE OF PAVEMENT	
UTILITY POLE	R.O.W.	RIGHT OF WAY	12	OAK TREE W/SIZE
(O) OBSERVED DATA	I.R.F.W.C.D.	INDIAN RIVER FARMS WATER CONTROL DISTRICT	
(P) PLAT DATA	I.R.F.C.SD.	INDIAN RIVER FARMS COMPANY SUBDIVISION	
(C) CALCULATED DATA	C.B.S.	CONCRETE BLOCK STRUCTURE	
(D) DEED DATA	CONC.	CONCRETE	MANGROVE TREE LINE
EXISTING IRRIGATION WELL	L.P.	LIQUID PROPANE	
TELEPHONE\CATV RISER	SWL	SWALE	COCONUT PALM
SANITARY CLEAN-OUT	PVC	POLYVINYL CHLORIDE PIPE	
YARD LIGHT	RCP	REINFORCED CONCRETE PIPE	CABBAGE PALM
WATER SERVICE	CMP	CORRUGATED METAL PIPE	
LIGHT POLE	ADS	ADVANCED DRAINAGE SYSTEM	
BELL SOUTH RISER	CAP	CORRUGATED ALUMINUM PIPE	CABBAGE PALM
TBM TEMPORARY BENCH MARK	P.B.	PLAT BOOK	
	PG.	PAGE	
N.A.V.D. NORTH AMERICAN VERTICAL DATUM	I.R.C., FL.	INDIAN RIVER COUNTY, FLORIDA	ROYAL PALM
EL. ELEVATION	F.F.E.	FINISH FLOOR ELEVATION	
+5.5 EXISTING SPOT ELEVATION	SRC	SET 1/2" DIAMETER X 18" LONG REBAR/CAP STAMPED "CARTER ASSOC."	NORFOLK ISLAND PINE
10"± 10" CONCRETE PILING			
8"–10" WOOD PILING	SRWC	SET 1/2" DIAMETER X 18" LONG REBAR/CAP STAMPED "WT.COR. LB.205"	WASHINGTON PALM
6"–8" PVC PILING			
FLAG POLE			EXISTING WETLAND LINE
			EXISTING WETLAND

DESCRIPTION AS FURNISHED BY CLIENT:

"THE NORTH 16.5 ACRES OF THE SOUTH 33 ACRES OF GOVERNMENT LOTS 8 & 9, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. LESS RIGHT OF WAY FOR JUNGLE TRAIL SURVEY BASELINE PER MAINTENANCE MAP AS RECORDED IN PLAT BOOK 9, PAGE 40, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA."

CONTAINING: 699,307 SQUARE FEET / 16.05 ACRES

SURVEYOR'S GENERAL NOTES AND REPORT:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. THE LAST DAY OF FIELD WORK PERFORMED FOR THE INITIAL SURVEY EFFORT WAS JUNE 7, 2017. SUBSEQUENT ADDITIONS, DELETIONS AND/OR UPDATES, IF ANY, ARE REFLECTED IN THE DRAWING REVISIONS.
3. BEARINGS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011, AND ARE PROJECTED IN THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (901) AND ARE REFERENCED TO THE ESTABLISHED AND MONUMENTED LINE SHOWN HEREON LABELED AS THE BEARING BASIS.
4. UNLESS A DIFFERENCE IS SHOWN, OBSERVED AND RECORD DIMENSIONS ARE THE SAME. ALL DIMENSIONS SHOWN HEREON ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
5. THE BOUNDARY DETERMINATION AND DELINEATION SHOWN ON THIS MAP OF SURVEY WAS BASED UPON THE PROFESSIONAL OPINION OF THE REGISTERED SURVEYOR PURSUANT TO NORMAL PRINCIPALS AND PRACTICES OF LAND SURVEYING AND IS NOT INTENDED TO IMPLY OR DETERMINE OWNERSHIP. THIS SURVEY DOES NOT INTEND TO DELINEATE LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.
6. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT AND USE OF THE PERSONS AND/OR ENTITIES NAMED HERON FOR THE PURPOSES IDENTIFIED HEREON ONLY. UNLESS OTHERWISE STATED, CERTIFICATION OF THIS SURVEY MAP APPLIES ONLY TO THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THE CERTIFICATION IN NO WAY CONSTITUTES NEITHER GUARANTY NOR WARRANTY TO ANY OTHER INFORMATION NOT SHOWN HEREON. ADDITIONS, DELETIONS OR REVISIONS TO THIS DRAWING BY OTHERS ARE NOT PERMITTED AND THIS SURVEY MAY NOT BE TRANSFERRED WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE SIGNING SURVEYOR. THIS SURVEY IS NOT VALID FOR ANY OTHER PURPOSE OTHER THAN INTENDED BY THE SIGNING SURVEYOR.
7. THE LEGAL DESCRIPTION AND MATTERS OF PUBLIC RECORD WERE FURNISHED BY THE CLIENT. THIS PROPERTY(S) WAS NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR ENCUMBRANCES OF RECORD. THE HEREON DESCRIBED PROPERTY IS SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY. MATTERS OF RECORD NOT BROUGHT TO THE SURVEYOR'S ATTENTION BY THE CLIENT, THEIR AGENT OR AS DISCLOSED BY A FURNISHED TITLE INSURANCE POLICY WERE NOT INCLUDED. NO INVESTIGATION WAS MADE BY THIS OFFICE INTO THE VALIDITY OF ANY EASEMENTS CITED IN THE LEGAL DESCRIPTION OR FOR ANY ENCUMBRANCES NOT OF RECORD IN THE INFORMATION FURNISHED BY THE CLIENT. NO TITLE COMMITMENT OR ABSTRACT WAS FURNISHED FOR THE PREPARATION OF THIS SURVEY.
8. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J17 F.A.C.) IS SUBURBAN. THE MINIMUM RELATIVE DISTANCE ACCURACY OF BOUNDARIES FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THIS SURVEY MEETS OR EXCEEDS THE STATED ACCURACY REQUIREMENT.
9. WITH EXCEPTION TO WHAT HAS BEEN FIELD LOCATED AND SHOWN ON THIS SURVEY, THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN HEREON COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. SUBSURFACE AND/OR AERIAL ENCROACHMENTS, IF ANY, WERE NOT LOCATED AND/OR DEPICTED ON THIS SURVEY UNLESS NOTED OR IDENTIFIED.
10. THE HEREON DESCRIBED PROPERTY APPEARS TO LIE WITHIN FLOOD ZONE AE, SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATIONS DETERMINED, ELEVATIONS 6 N.A.V.D. 1988 AND 7 N.A.V.D. 1988 AS SHOWN ON FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12061C0232, COMMUNITY NUMBER 120121, PANEL 0232, SUFFIX 'H' MAP REVISED DATE DECEMBER 4, 2012, MAP INDEX DATE DECEMBER 4, 2012.
11. TREE LOCATIONS, IF SHOWN HEREON ARE GENERALLY ACCURATE TO 1/2 THE DIAMETER OF THAT PARTICULAR TREE. THE DIAMETER IS DISPLAYED IN INCHES MEASURED AT BREAST HEIGHT. ONLY TREES WITH A BREAST HEIGHT DIAMETER OF 4" OR LARGER OR WITH 10 FEET OF CLEAR TRUNK WERE FIELD LOCATED.
12. DIGITAL FILE DRAWING DISCLAIMER: THIS DRAWING, MAP, PLAT OR SKETCH IS PROVIDED SOLELY FOR THE CONVENIENCE OF THE CLIENT; CARTER ASSOCIATES INC. MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ITS SUITABILITY FOR ANY SPECIFIC PURPOSE. WHILE WE BELIEVE THIS DRAWING FILE TO BE ACCURATE AT THE TIME OF RETRIEVAL, THIS MEDIA AND ITS CONTENTS CAN BE EASILY ALTERED OR CORRUPTED EITHER PURPOSELY OR INADVERTENTLY THROUGH ANY NUMBER OF SOURCES. FOR THIS REASON, CARTER ASSOCIATES INC., ITS OFFICERS, DIRECTORS AND EMPLOYEES SHALL BE INDEMNIFIED AND HELD HARMLESS FROM ANY AND ALL LIABILITY THAT MAY ARISE OR RESULT FROM THE USE OF THIS DRAWING, MAP, PLAT OR SKETCH BY ANY FIRM, EMPLOYEES, AGENTS OR SUB-CONTRACTORS. OPENING AND OR USING THE FILE PROVIDED HEREIN CONSTITUTES ACCEPTANCE OF THE PROVISIONS STATED HEREIN. ORIGINAL SIGNED AND SEALED HARD COPIES OF THIS MAP, SKETCH, PLAT OR SURVEY MAY ONLY BE OBTAINED THROUGH: CARTER ASSOCIATES INC. 1708 21ST ST. VERO BEACH, FL 32960-3472, TELEPHONE: 1-772-562-4191 OR FAX: 1-772-562-7180
13. THIS SURVEY CONSISTS OF 4 SHEETS AND SHALL NOT BE CONSIDERED COMPLETE AND OR VALID UNLESS ALL SHEETS ARE PRESENT.

SURVEYOR'S GLOBAL POSITIONING SYSTEM (G.P.S.) NOTES:

1. G.P.S. SURVEY METHOD: REAL TIME KINEMATIC (RTK)
2. G.P.S. RECEIVER TYPE: DUAL FREQUENCY LEICA GS 14 / CS 15 GPS/GLONASS GNSS (GLOBAL NAVIGATION SATELLITE SYSTEM), SBAS, CODE AND PHASE (L1 AND L2)
3. THE ORIGINAL GPS RTK MEASUREMENTS BEGAN MAY 30, 2017 AND WERE COMPLETED ON JUNE 7, 2017. TWO LEICA DUAL FREQUENCY GPS RECEIVERS EQUIPPED WITH RT-SKI (REAL TIME MEASUREMENT CAPABILITIES) WERE USED TO GATHER GPS DATA. TYPICALLY A BASE RECEIVER IS SET UP ON AN ESTABLISHED CONTROL STATION WHILE A ROVING RECEIVER LOCATES EXISTING MONUMENTS, IMPROVEMENTS AND/OR TOPOGRAPHIC DATA AND CONTROL THROUGHOUT THE PROJECT AREA. REAL-TIME COORDINATE COMPUTATIONS AND PRECISION INFORMATION ARE DETERMINED VIA RADIO / MODEM LINK WITH THE BASE STATION AND RECORDED AS THREE DIMENSIONAL (3D) POSITIONS.
4. G.P.S. SURVEY MEASUREMENTS WERE PROCESSED AND ADJUSTED USING LEICA INFINITY, VERSION 2.1.0
5. THE HORIZONTAL TARGET ACCURACY FOR THIS SURVEY IS AS FOLLOWS:
HORIZONTAL: 8MM + 1PPM (RMS)
VERTICAL: 15MM + 1PPM (RMS).
6. HORIZONTAL POSITIONS OF SITE CONTROL WERE ESTABLISHED UTILIZING THE FDOT FPRN "MAX" NETWORK CORRECTION. LOCAL SITE CONTROL VALUES ARE NETWORK CORRECTED (ADJUSTED) POSITIONS.

VERTICAL DATUM AND CONTROL NOTES:

THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

ORIGINATING BENCH MARK(S)

DESIGNATION: A 633
PID: DI4032
STATE/COUNTY: FL/INDIAN RIVER
USGS QUAD: VERO BEACH (1983)
NAVD 88 ORTHO HEIGHT: 2.496 (METERS) 8.19 (FEET)
GEOID HEIGHT: -27.91 (METERS)
DYNAMIC HEIGHT: 2.492 (METERS) 8.18 (FEET)
DESCRIPTION: STAINLESS STEEL ROD W/NGS LOGO CAP STAMPED "A 633 2005"
LOCATION: FROM THE JUNCTION OF STATE HIGHWAY 60 WEST (BEACHLAND BLVD) AND STATE HIGHWAY A1A IN VERO BEACH, GO NORTH ON STATE HIGHWAY A1A FOR 5.75 MILES TO THE JUNCTION OF OLD WINTER BEACH ROAD ON THE LEFT ANF THE MARK ON THE LEFT, LOCATED 110.5 FEET SOUTH OF THE APPROXIMATE CENTERLINE OF OLD WINTER BEACH ROAD, 42.5 FEET NORTH OF A CONCRETE RIGHT OF WAY MARKER, 30.7 FEET WEST OF THE WEST EDGE OF THE PAVEMENT OF STATE HIGHWAY A1A, 7.0 FEET EAST OF A 6-FOOT TALL CHAINLINK FENCE AND A CARSONITE WITNESS POST IN THE FENCELINE AND 5.0 FEET WEST OF THE WEST EDGE OF THE SIDEWALK.

DESIGNATION: 88 78 A 15
PID: AF6857
STATE/COUNTY: FL/INDIAN RIVER
USGS QUAD: VERO BEACH (1983)
NAD 83(2011) POSITION: 27 44 25.14972(N) 080 23 07.80581(W)
NAD 83(2011) ELLIP HEIGHT: -24.943 (METERS)
NAVD 88 ORTHO HEIGHT: 2.983 (METERS) 9.79 (FEET)
GEOID HEIGHT: -27.925 (METERS)
DYNAMIC HEIGHT: 2.979 (METERS) 9.77 (FEET)
DESCRIPTION: SURVEY DISK SET IN TOP OF A CONCRETE MONUMENT W/FLDT LOGO CAP STAMPED "88 78 A 15"
LOCATION: FROM THE JUNCTION OF STATE HIGHWAY 60 WEST (BEACHLAND BLVD.) AND STATE HIGHWAY A1A IN VERO BEACH, GO NORTH ON STATE HIGHWAY A1A FOR 6.35 MILES TO THE MARK ON THE RIGHT, LOCATED 25.0 FEET EAST-NORTHEAST OF THE CENTERLINE OF STATE HIGHWAY A1A, 18.1 FEET WEST-SOUTHWEST OF A POWER POLE AND 5.0 FEET SOUTHWEST OF A CARSONITE WITNESS POST.

TEMPORARY BENCHMARK(S):

TBM #2 FOUND 1/2" DIA. REBAR/CAP STAMPED "TRAV. PT. LB 205"
N 1236916.26
E 852366.09
EL. 2.37' N.A.V.D. 1988

TBM #5 FOUND 1/2" DIA. REBAR/CAP STAMPED "TRAV. PT. LB 205"
N 1236623.01
E 852368.68
EL. 2.23' N.A.V.D. 1988

TBM #6 FOUND 1/2" DIA. REBAR/CAP STAMPED "TRAV. PT. LB 205"
N 1236707.50
E 852530.57
EL. 1.31 N.A.V.D. 1988

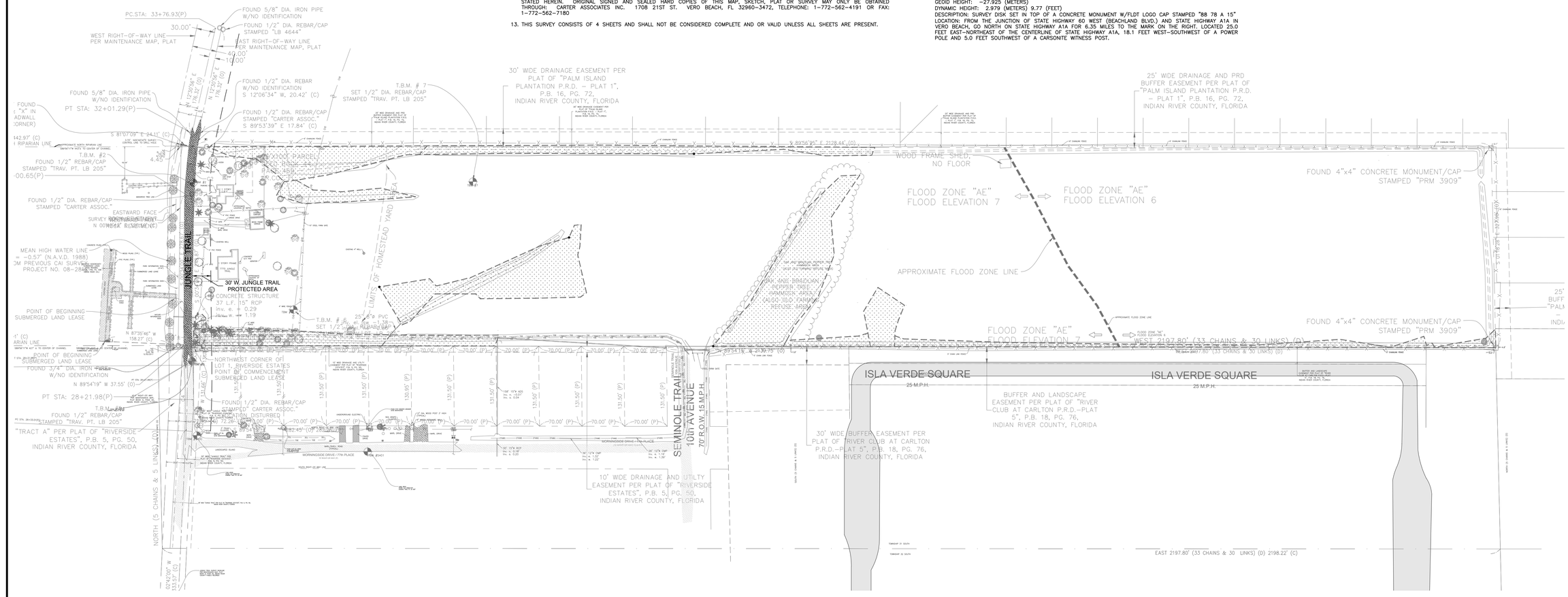
TBM #7 FOUND 1/2" DIA. REBAR/CAP STAMPED "TRAV. PT. LB 205"
N 1236917.76
E 852825.36
EL. 1.68 N.A.V.D. 1988

REFERENCES:

SKETCH OF SURVEY BOUNDARY & IMPROVEMENTS BY CAI, PROJ. 08-281S, DWG. NO. 18523-C
SPECIFIC PURPOSE SURVEY BY CAI, PROJ. 00-520S, DWG. NO. 15881 C, PROJECT # 00-520S, F.B. 563, PG. 65, DATE: 8/2/00.
MAINTENANCE MAP, INDIAN RIVER COUNTY ROAD & BRIDGE DEPARTMENT, JUNGLE TRAIL, DATE: 30th JULY, 1976 RECORDED IN PLAT BOOK 9, PAGE 40
C.A.I. DWG.# 16601-B, PROJECT #02-547, FB. 626, PG. 34
C.A.I. DWG.# 17932-C, PROJECT #05-412S, F.B. 678, PG. 69+
C.A.I. DWG.# 16289-B, PROJECT #01-694S, F.B. 608, PG. 36+
C.A.I. DWG.# 18497-C, PROJECT #08-255S, F.B. 729, PG. 1+

CERTIFIED TO:

INDIAN RIVER COUNTY
MBV ENGINEERING, INC.



OVERALL EXISTING CONDITIONS PLAN

SCALE: 1" = 80'

GRAPHIC SCALE
0 80 160
(IN FEET)
1 inch = 80 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

DATE	REVISIONS
01-20-2021	12 REMOVE SIDEWALK/RAMP TO BLDG.
11-19-2020	11 SEWER REVISIONS
04-28-2020	10 PARKING LOT GRADING
04-14-2020	9 BATHROOM BLDG. GRADING
03-16-2020	8 PATH GRADING
---	7 ---
---	6 ---
---	5 ---
---	4 ---
---	3 ---
---	2 ---
---	1 ---

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
3050 SOUTH U.S. 1
VERO BEACH, FL 32960
PH. (772) 778-3077
FX. (772) 778-3073
MELBOURNE FL – PH (321) 253-3505
FT. PIERCE FL – PH (772) 429-2525

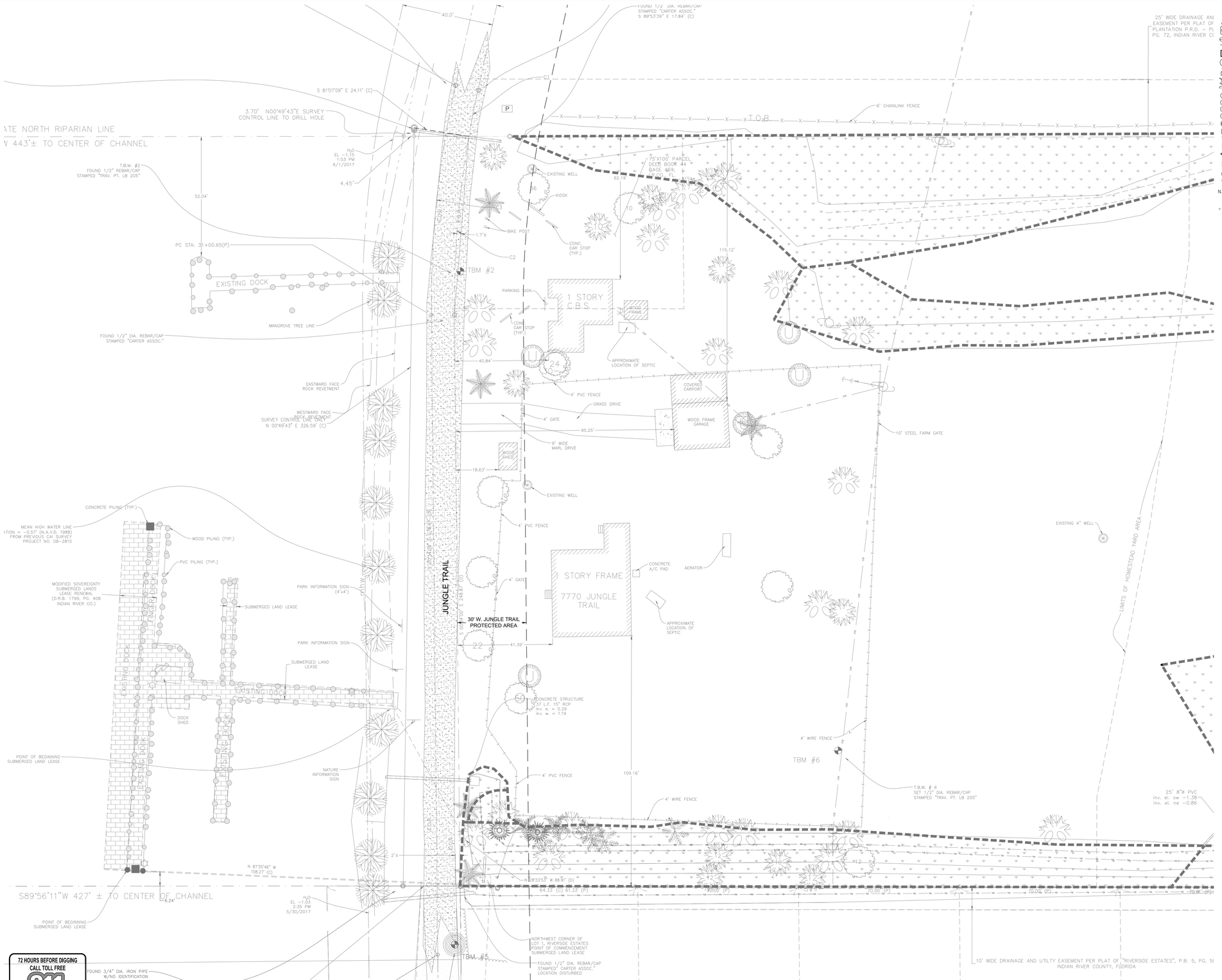
JOB NO.	17-0133
DESIGNED	ND
DRAWN	RT
DATE	03-22-2018
CHECKED	AS
DATE ISSUED	10/28/2019

OVERALL EXISTING CONDITIONS

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1
INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C3
OF 17
17-0133



LEGEND

WM	WATER METER	E	ELECTRICAL RISER
	ANCHOR & GUY WIRE	M	MAIL RECEPTACLE
	SIGN		ELECTRICAL METER
	DRAINAGE CATCH BASIN	P	PULL BOX
S	SANITARY SEWER MANHOLE	DIA. ∅	DIAMETER
	WATER VALVE	EOP	EDGE OF PAVEMENT
	FIRE HYDRANT	R.O.W.	RIGHT OF WAY
	UTILITY POLE	I.R.F.W.C.D.	INDIAN RIVER FARMS WATER CONTROL DISTRICT
(O)	OBSERVED DATA	I.R.F.C.SD.	INDIAN RIVER FARMS COMPANY SUBDIVISION
(P)	PLAT DATA	C.B.S.	CONCRETE BLOCK STRUCTURE
(C)	CALCULATED DATA	CONC.	CONCRETE
(D)	DEED DATA	L.P.	LIQUID PROPANE
	EXISTING IRRIGATION WELL	SWL	SWALE
	TELEPHONE\CATV RISER	PVC	POLYVINYL CHLORIDE PIPE
	SANITARY CLEAN-OUT	RCP	REINFORCED CONCRETE PIPE
	YARD LIGHT	CMP	CORRUGATED METAL PIPE
	WATER SERVICE	ADS	ADVANCED DRAINAGE SYSTEM
	LIGHT POLE	CAP	CORRUGATED ALUMINUM PIPE
	BELL SOUTH RISER	P.B.	PLAT BOOK
TBM	TEMPORARY BENCH MARK	PG.	PAGE
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM	I.R.C., FL.	INDIAN RIVER COUNTY, FLORIDA
EL.	ELEVATION	F.F.E.	FINISH FLOOR ELEVATION
+5.5	EXISTING SPOT ELEVATION	SRC	SET 1/2" DIAMETER X 18" LONG REBAR/CAP STAMPED "CARTER ASSOC."
	10"x 10" CONCRETE PILING		
	8"-10" WOOD PILING		
	6"-8" PVC PILING	SRWC	SET 1/2" DIAMETER X 18" LONG REBAR/CAP STAMPED "WIT.COR. LB.205"
	FLAG POLE		

- OVERHEAD ELECTRIC
- EXISTING TOP OF BANK
- EXISTING TOE OF SLOPE
- EXISTING FENCE LINE
- EXISTING TREE/VEGETATION LINE
- 12 OAK TREE W/SIZE
- MANGROVE TREE LINE
- COCONUT PALM
- CABBAGE PALM
- CABBAGE PALM
- ROYAL PALM
- NORFOLK ISLAND PINE
- WASHINGTON PALM
- EXISTING WETLAND LINE
- EXISTING WETLAND

72 HOURS BEFORE DIGGING
CALL TOLL FREE
811
Know what's below.
Call before you dig.

EXISTING CONDITIONS PLAN - PHASE 1

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

	DATE	REVISIONS
15	---	---
14	---	---
13	---	---
12	01-20-2021	REMOVE SIDEWALK/RAMP TO DOCK
11	11-19-2020	SEWER REVISIONS
10	04-28-2020	PARKING LOT GRADING
9	04-14-2020	BATHROOM BLDG. GRADING
8	03-16-2020	PATH GRADING

JOB NO.	17-0133		
DESIGNED	ND		
DRAWN	RT		
DATE	03-22-2018		
CHECKED		AS	
DATE ISSUED	10/28/2019		

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1360 20TH STREET
VERO BEACH, FL. 32960
PH. (772) 778-3573
FX. (772) 778-3577
MELBOURNE, FL. - PH (321) 253-3505
ORLANDO, FL. - PH (772) 626-3505

EXISTING CONDITIONS - PHASE 1

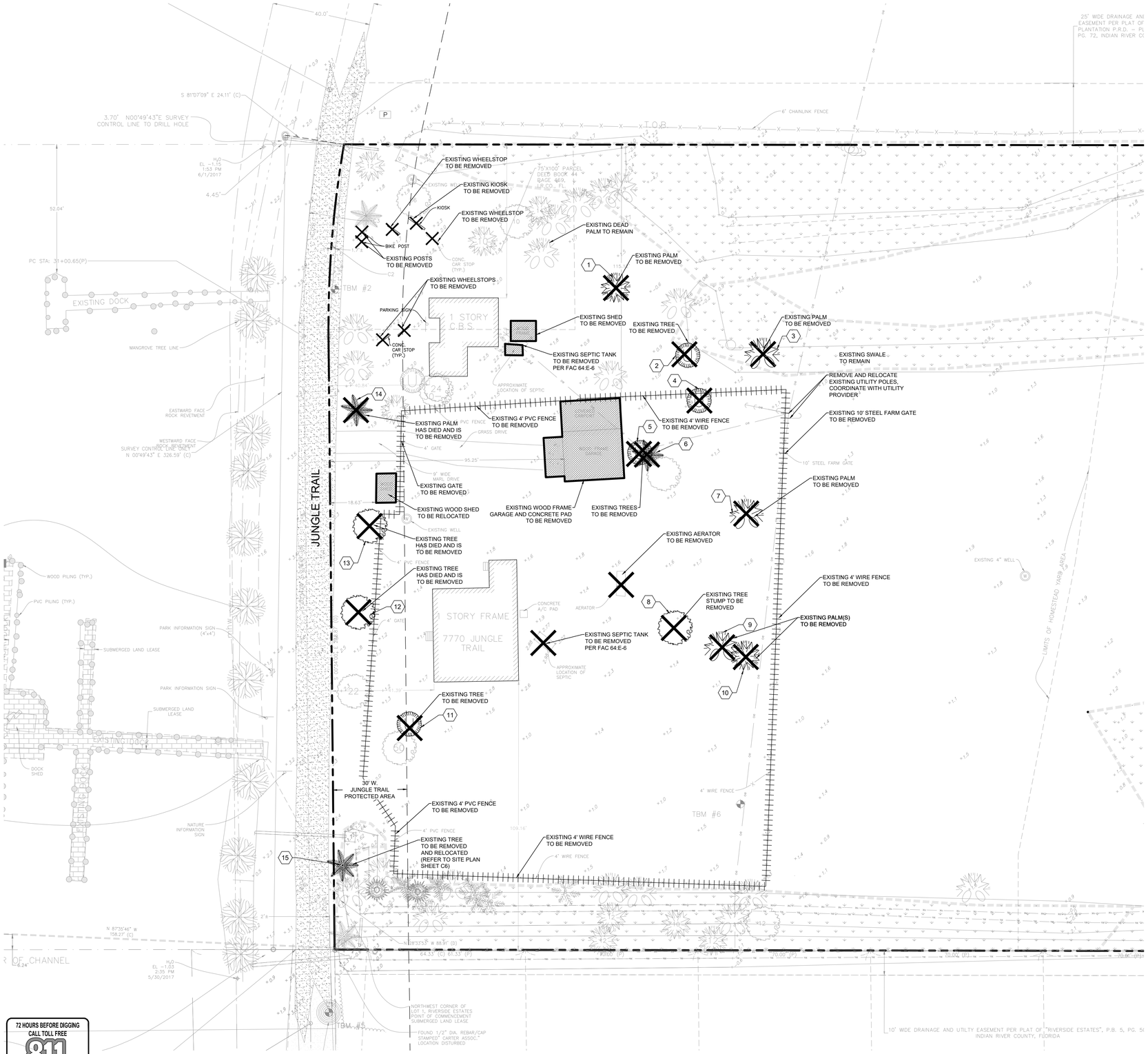
JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON
LICENSE
No. 72460
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C3A
OF 17
17-0133



LEGEND

- EXISTING TREE/SITE FEATURE TO BE REMOVED
- EXISTING FENCE TO BE REMOVED
- EXISTING BUILDINGS, SHEDS, COVERED CONCRETE TO BE REMOVED
- EXISTING ASPHALT, CONCRETE, GRAVEL TO BE REMOVED
- PROPOSED TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

EXISTING TREE LEGEND

- EXISTING TREE/VEGETATION LINE
- 12 — OAK TREE W/SIZE
- MANGROVE TREE LINE
- COCONUT PALM
- 12 — CABBAGE PALM W/SIZE
- 12 — CABBAGE PALM W/SIZE
- ROYAL PALM
- NORFOLK ISLAND PINE
- WASHINGTON PALM
- EXOTIC TREE
- EXISTING WETLAND LINE
- EXISTING TOE OF SLOPE

EXISTING TREE INVENTORY

TREE #	TYPE	SIZE	ACTION	PROTECTED TREE	MITIGATION REQUIRED
1	CABBAGE PALM	10' CT	TO BE REMOVED	YES	YES
2	EXOTIC	-	TO BE REMOVED	-	-
3	COCONUT PALM	10' CT	TO BE REMOVED	YES	NO
4	EXOTIC	-	TO BE REMOVED	-	-
5	EXOTIC	-	TO BE REMOVED	-	-
6	ROYAL PALM	10' CT	TO BE REMOVED	YES	NO
7	COCONUT PALM	10' CT	TO BE REMOVED	YES	NO
8	DEAD/ STUMP	-	TO BE REMOVED	-	-
9	COCONUT PALM	10' CT	TO BE REMOVED	YES	NO
10	CABBAGE PALM	10' CT	TO BE REMOVED	YES	YES
11	EXOTIC	-	TO BE REMOVED	-	-
12	OAK DEAD	-	TO BE REMOVED	-	-
13	OAK DEAD	-	TO BE REMOVED	-	-
14	ROYAL PALM DEAD	10' CT	TO BE REMOVED	YES	NO
15	ROYAL PALM	-	TO BE RELOCATED	YES	NO

DEMOLITION PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING
CALL TOLL FREE 811
Know what's below. Call before you dig.

DATE	REVISIONS
---	---
---	---
01-20-2021	13 ---
11-19-2020	12 REMOVE SIDEWALK/RAMP TO MLK
04-28-2020	11 SEWER REVISIONS
04-14-2020	10 PARKING LOT GRADING
03-16-2020	9 BATHROOM BLDG. GRADING
	8 PATH GRADING

JOB NO.	17-0133
DESIGNED	ND
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MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1250 SOUTH A1A, SUITE 201
INDIALANTIC, FL 32903
PH: (772) 778-3573
MELBOURNE, FL – PH (321) 253-3305
ORLANDO, FL – PH (772) 778-3573

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON
LICENSE No. 72460 ★ STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C4
OF 17
17-0133

SITE INFORMATION

SITE ADDRESS
7770 JUNGLE TRAIL
VERO BEACH, FLORIDA 32963

OWNER/APPLICANT
INDIAN RIVER COUNTY PARKS DIVISION
5500 77TH STREET
VERO BEACH, FLORIDA 32967
PHONE: (772) 589-9223

ENGINEER
MBV ENGINEERING, INC.
1835 20TH STREET
VERO BEACH, FLORIDA 32960
PHONE: (772) 569-0035

SURVEYOR
CARTER ASSOCIATES, INC.
1708 21st STREET
VERO BEACH, FLORIDA 32960
PHONE: (772) 562-4191

TAX PARCEL I.D. NUMBER(S)
31-39-36-00000-0080-00004.0

ZONING
CON-1

LAND USE
HISTORIC AND CONSERVATION EDUCATION 911.12(4)

EXISTING SITE DATA

OVERALL SITE AREA	= 699,307 SF	= 16.05 Ac	= 100.00 %
WETLAND AREA	= 95,849 SF	= 2.21 Ac	= 13.76 %
PHASE 1			
PHASE 1 SITE AREA	= 61,958 SF	= 1.42 Ac	= 100.0 %
EXISTING BUILDINGS	= 3,089 SF	= 0.07 Ac	= 0.44 %
EXISTING CONC.	= 122 SF	= 0.00 Ac	= 0.00 %
PHASE 1 TOTAL IMPERVIOUS AREA	= 3,211 SF	= 0.07 Ac	= 4.93 %
PHASE 1 TOTAL OPEN AREA	= 58,747 SF	= 1.35 Ac	= 95.07 %
PHASE 2			
PHASE 2 SITE AREA (FUTURE)	= 637,349 SF	= 14.63 Ac	= 100.0 %

PROPOSED SITE DATA

OVERALL SITE AREA	= 699,307 SF	= 16.05 Ac	= 100.0 %
WETLAND AREA	= 95,849 SF	= 2.21 Ac	= 13.76 %
PHASE 1			
PHASE 1 SITE AREA	= 61,958 SF	= 1.42 Ac	= 100.0 %
EXISTING BUILDINGS	= 2,126 SF	= 0.05 Ac	= 3.5 %
PROPOSED BUILDING AREA	= 1,126 SF	= 0.03 Ac	= 2.1 %
PROPOSED CONCRETE AREA	= 1,040 SF	= 0.02 Ac	= 1.4 %
PROPOSED STABILIZED DRIVE AREA	= 12,563 SF	= 0.29 Ac	= 20.4 %
PROPOSED WOOD DECKS/ RAMPS	= 428 SF	= 0.01 Ac	= 0.8 %
PHASE 1 TOTAL IMPERVIOUS AREA	= 17,292 SF	= 0.40 Ac	= 28.2 %
PHASE 1 TOTAL OPEN AREA	= 44,675 SF	= 1.02 Ac	= 71.8 %
PHASE 2			
PHASE 2 SITE AREA (FUTURE)	= 637,349 SF	= 14.63 Ac	= 100.0 %
STABILIZED WALKING TRAIL (CONSTRUCTED IN PHASE 1)	= 33,069 SF	= 0.76 Ac	= 5.2 %

PARKING DATA
PARKING REQUIRED:
TWO (2) SPACES PER GROSS ACRE FOR EACH ACRE OF OPEN SPACE GENERATING USER PARKING DEMAND.

PHASE 1 AREA (1.42 AC) PLUS TRAIL AREA (0.76 AC) PLUS COMMUNITY GARDEN AREA (3.02 AC) MINUS WETLAND AREA (0.12 AC) =5.08 AC

5.08 AC x 2 SPACES PER ACRE = 10.16 SPACES = 11 SPACES REQUIRED

PARKING PROVIDED = 24 SPACES (22 STANDARD, 2 HANDICAPPED)

PERMITS REQUIRED
ST. JOHN'S RIVER WMD ENVIRONMENTAL RESOURCE STORMWATER PERMIT
CITY OF VERO BEACH UTILITIES APPROVAL
INDIAN RIVER COUNTY SITE PLAN APPROVAL
INDIAN RIVER COUNTY TREE REMOVAL PERMIT
INDIAN RIVER COUNTY STORMWATER PERMIT
INDIAN RIVER COUNTY LAND CLEARING PERMIT
INDIAN RIVER COUNTY WETLAND PERMIT
INDIAN RIVER COUNTY CONCURRENCY APPLICATION
FDEP WATER PERMIT
FDEP SEWER PERMIT
FDEP NPDES NOTICE OF INTENT

FLOOD ZONE
THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE 'AE' ELEVATION 7' NAVD AND ELEVATION 6' NAVD, PER FLOOD INSURANCE RATE MAP #12061C0232 H, DATED DEC. 4TH, 2012.

WASTEWATER SOURCE
CITY OF VERO BEACH UTILITIES

POTABLE WATER SOURCE
CITY OF VERO BEACH UTILITIES

TRAFFIC STATEMENT
PER ITE, 10TH EDITION: RECREATIONAL COUNTY PARK (412)
2.28 TRIPS/1 ACRE = 2.28 TRIPS/ACRE * \ 16.05 ACRES = 37 TRIPS

CONSTRUCTION SCHEDULE
PHASE 1:
BEGIN CONSTRUCTION AUGUST 2019
END CONSTRUCTION AUGUST 2020
PHASE 2:
BEGIN CONSTRUCTION AUGUST 2019
END CONSTRUCTION AUGUST 2020

LEGAL DESCRIPTION
DESCRIPTION AS FURNISHED BY CLIENT:

"THE NORTH 16.5 ACRES OF THE SOUTH 33 ACRES OF GOVERNMENT LOTS 8 & 9, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 39 EAST, ALL LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA. LESS RIGHT OF WAY FOR JUNGLE TRAIL SURVEY BASELINE PER MAINTENANCE MAP AS RECORDED IN PLAT BOOK 9, PAGE 40, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA."

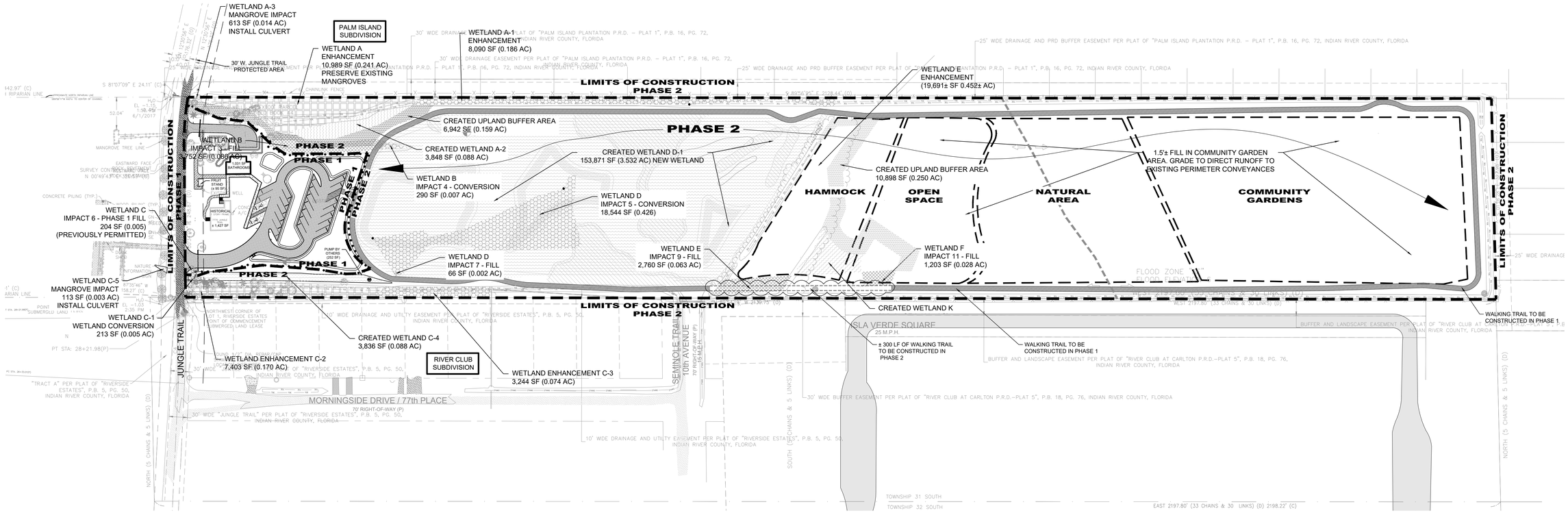
CONTAINING: 699,307 SQUARE FEET / 16.05 ACRES

LAND CLEARING NOTE
ALL NUISANCE EXOTIC VEGETATION EXISTING WITHIN DEVELOPMENT PROJECT SITE PROPERTY MUST BE REMOVED IN CONJUNCTION WITH SITE DEVELOPMENT [§29.08].

SOLID WASTE DISPOSAL NOTE
TRASH WILL BE COLLECTED IN TRASH BINS THROUGHOUT THE SITE AND WILL BE COLLECTED AND MAINTAINED BY THE INDIAN RIVER COUNTY PARKS DEPARTMENT.

BUILDING HEIGHT NOTE
EXISTING NORTH BUILDING HEIGHT = ± 8.0'
PROPOSED PAVILLON HEIGHT = ± 10.0'
PROPOSED FRUIT STAND HEIGHT = ± 8.0'
EXISTING HOMESTEAD (TO BE CONVERTED TO A MUSEUM) = ± 8.0' *
* FROM FLOOR TO ROOF

LEGEND
- PROPOSED ASPHALT MILLINGS DRIVEWAY/PARKING LOT
- PROPOSED WALKING PATH
- PROPOSED MARL WALKING PATH BETWEEN BUILDINGS
- PROPOSED CONCRETE
- CREATED UPLAND BUFFER AREA
- CREATED WETLAND AREA
- CONVERTED TO WETLAND AREA
- ENHANCED WETLAND AREA
- FILLED WETLAND AREA
- PHASE LINE



OVERALL SITE PLAN
SCALE: 1" = 80'

GRAPHIC SCALE
0 80 160
(IN FEET)
1 inch = 80 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

DATE	REVISIONS
01-20-2021	12 REMOVE SIDEWALK/RAMP TO BLDG
11-19-2020	11 SEWER REVISIONS
04-28-2020	10 PARKING LOT GRADING
04-14-2020	9 BATHROOM BLDG. GRADING
03-16-2020	8 PATH GRADING
---	7 ---
---	6 ---
---	5 ---
---	4 ---
---	3 ---
---	2 ---
---	1 ---

JOB NO. 17-0133
DESIGNED ND
DRAWN RT
DATE 03-22-2018
CHECKED AS
DATE ISSUED 10/28/2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
MELBOURNE, FL – PH (321) 253-3505
JACKSONVILLE, FL – PH (772) 626-3505

OVERALL SITE PLAN

JONES PIER WETLAND
RESTORATION AND
CONSERVATION IMPROVEMENTS
PHASE 1
INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON
STATE OF FLORIDA
No. 72460
PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C5
OF 17
17-0133

LEGEND

- PROPOSED ASPHALT MILLINGS DRIVEWAY & PARKING LOT
- PROPOSED WALKING PATH
- PROPOSED MARL WALKING PATH BETWEEN BUILDINGS
- PROPOSED CONCRETE
- CREATED UPLAND BUFFER AREA
- CREATED WETLAND AREA
- CONVERTED TO WETLAND AREA
- ENHANCED WETLAND AREA
- FILLED WETLAND AREA
- 12 OAK TREE W/SIZE
- MANGROVE TREE LINE
- COCONUT PALM
- 12 CABBAGE PALM W/SIZE
- 12 CABBAGE PALM W/SIZE
- ROYAL PALM
- NORFOLK ISLAND PINE
- WASHINGTON PALM
- U EXOTIC TREE
- LIMITS OF CONSTRUCTION/ PHASE LINE

NO.	DATE
15 ---	
14 ---	
13 ---	
12 REMOVE SIDEWALK/RAMP TO BLDG.	01-20-2021
11 SEWER REVISIONS	11-19-2020
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△ REVISIONS	DATE

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MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
3350 PEACHTREE ROAD, SUITE 1500
PALM BEACH, FL 32960
PH: (772) 778-3073
MELBOURNE, FL – PH (321) 253-3505
ORLANDO, FL – PH (772) 778-3073

PHASE 1
SITE PLAN

JONES PIER WETLAND
RESTORATION AND
CONSERVATION IMPROVEMENTS
PHASE 1

INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON
LICENSE
No. 72460
STATE OF FLORIDA
PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C6
OF 17
17-0133

PHASE 1 SITE PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811
Know what's below. Call before you dig.

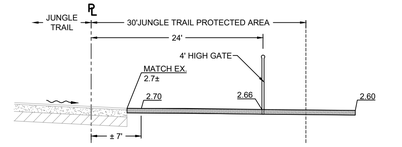
DRAINAGE STRUCTURE SCHEDULE							
STRUCTURE NUMBER	RIM ELEV.	INVERT ELEVATION				BOTTOM ELEV.	DESCRIPTION
		N	S	E	W		
DS-01	2.70	-	-	2.70	-	-	MITERED END SECTION
DS-02	2.70	-	-	-	2.70	-	MITERED END SECTION
DS-03	2.70	-	2.70	-	-	-	MITERED END SECTION
DS-04	2.70	2.70	-	-	-	-	MITERED END SECTION
DS-05	-	-	2.70	-	-	-	MITERED END SECTION
DS-06	-	2.70	-	-	-	-	MITERED END SECTION
DS-07	2.70	-	-	0.10	-	-1.90	EXISTING INLET
CS-01	3.50	-	0.0	-	-	-0.60	MODIFIED TYPE 'C' CONTROL STRUCTURE W/ WEIR at el. 3.32

LEGEND

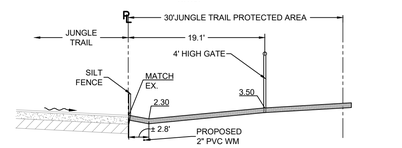
- PROPOSED ASPHALT MILLINGS DRIVEWAY & PARKING LOT
- PROPOSED WALKING PATH
- PROPOSED MARL WALK PATH BETW. BLDGS.
- PROPOSED CONCRETE
- CREATED UPLAND BUFFER AREA
- CREATED WETLAND AREA
- CONVERTED TO WETLAND AREA
- ENHANCED WETLAND AREA
- FILLED WETLAND AREA
- EXISTING ELEVATION
- PROPOSED ELEVATION
- DRAINAGE FLOW PATTERN
- OAK TREE W/SIZE
- MANGROVE TREE LINE
- COCONUT PALM
- CABBAGE PALM
- CABBAGE PALM
- ROYAL PALM
- NORFOLK ISLAND PINE
- WASHINGTON PALM
- LIMITS OF CONSTRUCTION/ PHASE LINE

PHASE 2

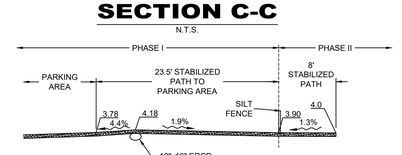
SECTION A-A
N.T.S.



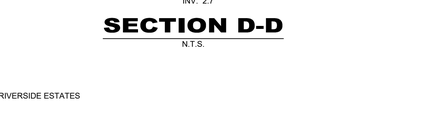
SECTION B-B
N.T.S.



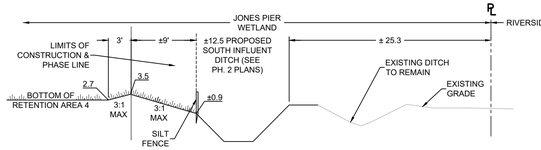
SECTION C-C
N.T.S.



SECTION D-D
N.T.S.



SECTION E-E
N.T.S.



PHASE I PAVING, GRADING AND DRAINAGE PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

REVISIONS	DATE
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MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
2035 U.S. HIGHWAY A1A, SUITE 201
INDIAN BEACH, FL 32960
PH. (772) 778-3573 FAX (772) 778-3577
MELBOURNE, FL – PH (321) 253-3505
PONCE, FL – PH (772) 409-3505

PHASE 1 PAVING, GRADING AND DRAINAGE PLAN

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

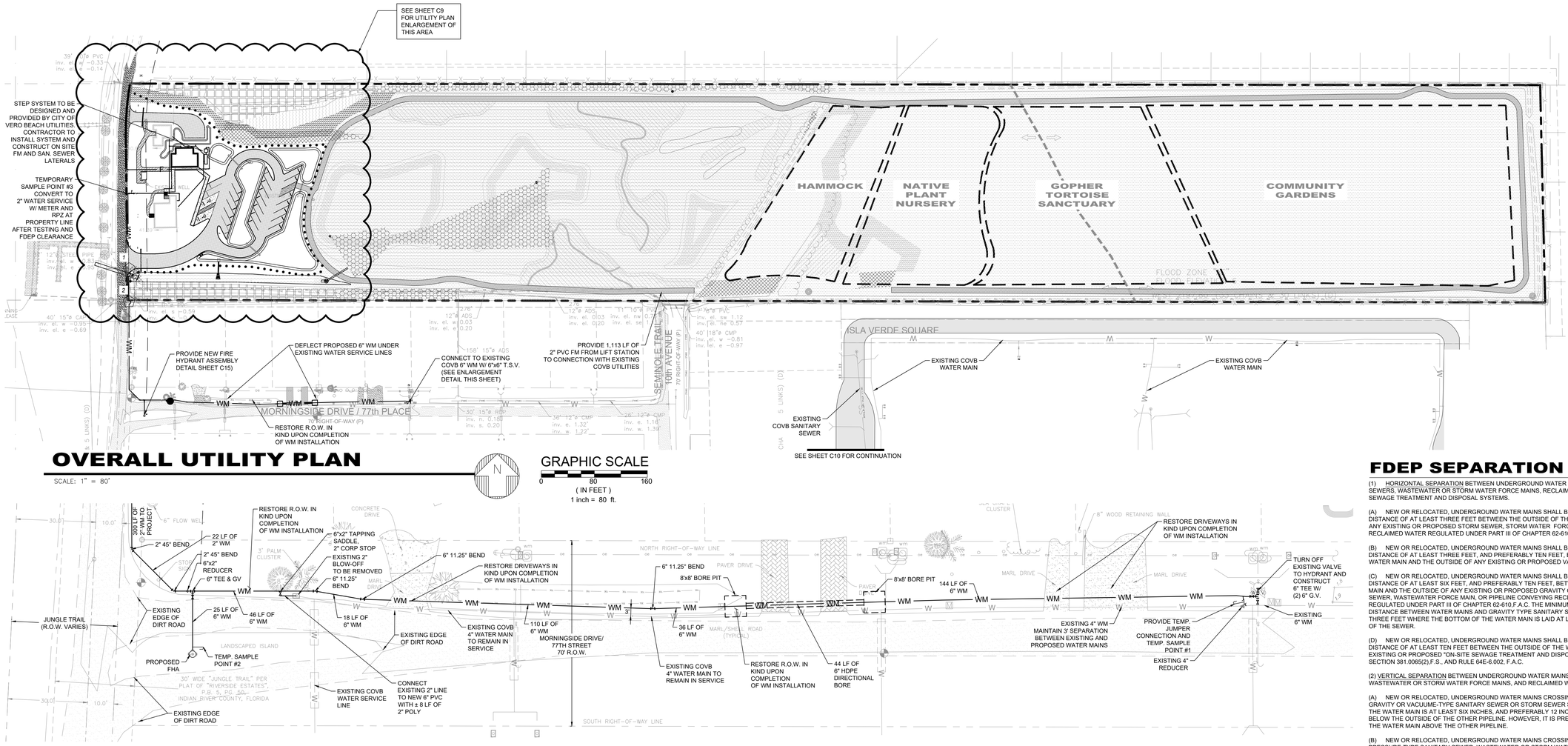
FLORIDA

INDIAN RIVER COUNTY

AARON G. STANTON
LICENSE
No. 72460
STATE OF FLORIDA
PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C7
OF 17
17-0133



OVERALL UTILITY PLAN

SCALE: 1" = 80'

GRAPHIC SCALE
0 80 160
(IN FEET)
1 inch = 80 ft.

WATER MAIN DETAIL AT FIRE HYDRANT

SCALE: 1" = 20'

CONFLICT TABLE

CONFLICT NUMBER	GROUND ELEV.	UPPER PIPE	UPPER PIPE BOTTOM	LOWER PIPE	LOWER PIPE TOP	SEPARATION
1	2.60	EX. 12" STORM	(-) 0.89	2" WM	(-) 2.39	1.50
2	2.40	EX. 15" STORM	(-) 0.75	2" WM	(-) 2.25	1.50

LEGEND

- PROPOSED ASPHALT MILLINGS DRIVEWAY & PARKING LOT
- PROPOSED WALKING PATH
- PROP. MARL WALKING PATH BETW. BLDGS.
- PROPOSED CONCRETE
- CREATED UPLAND BUFFER AREA
- CREATED WETLAND AREA
- CONVERTED TO WETLAND AREA
- ENHANCED WETLAND AREA
- FILLED WETLAND AREA
- W — EXISTING WATER MAIN
- SS — EXISTING SANITARY SEWER
- F — EXISTING FORCE MAIN
- WM — PROPOSED WATER MAIN
- FM — PROPOSED WATER MAIN
- 2 — UTILITY CONFLICT (SEE TABLE)
- WETLAND LINE
- LIMITS OF CONSTRUCTION/ PHASE LINE

FDEP SEPARATION CRITERIA:

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PREASSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2),F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUME-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL THE WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

	DATE
15 ---	
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△ REVISIONS	DATE

JOB NO.	17-0133
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MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
2301 SUNRISE BLVD., SUITE 201
VERO BEACH, FL 32960 PH. (772) 453-3505
PH. (772) 778-3573 MELBOURNE, FL – PH (321) 253-3505
FT. PIERCE, FL – PH (772) 489-3505

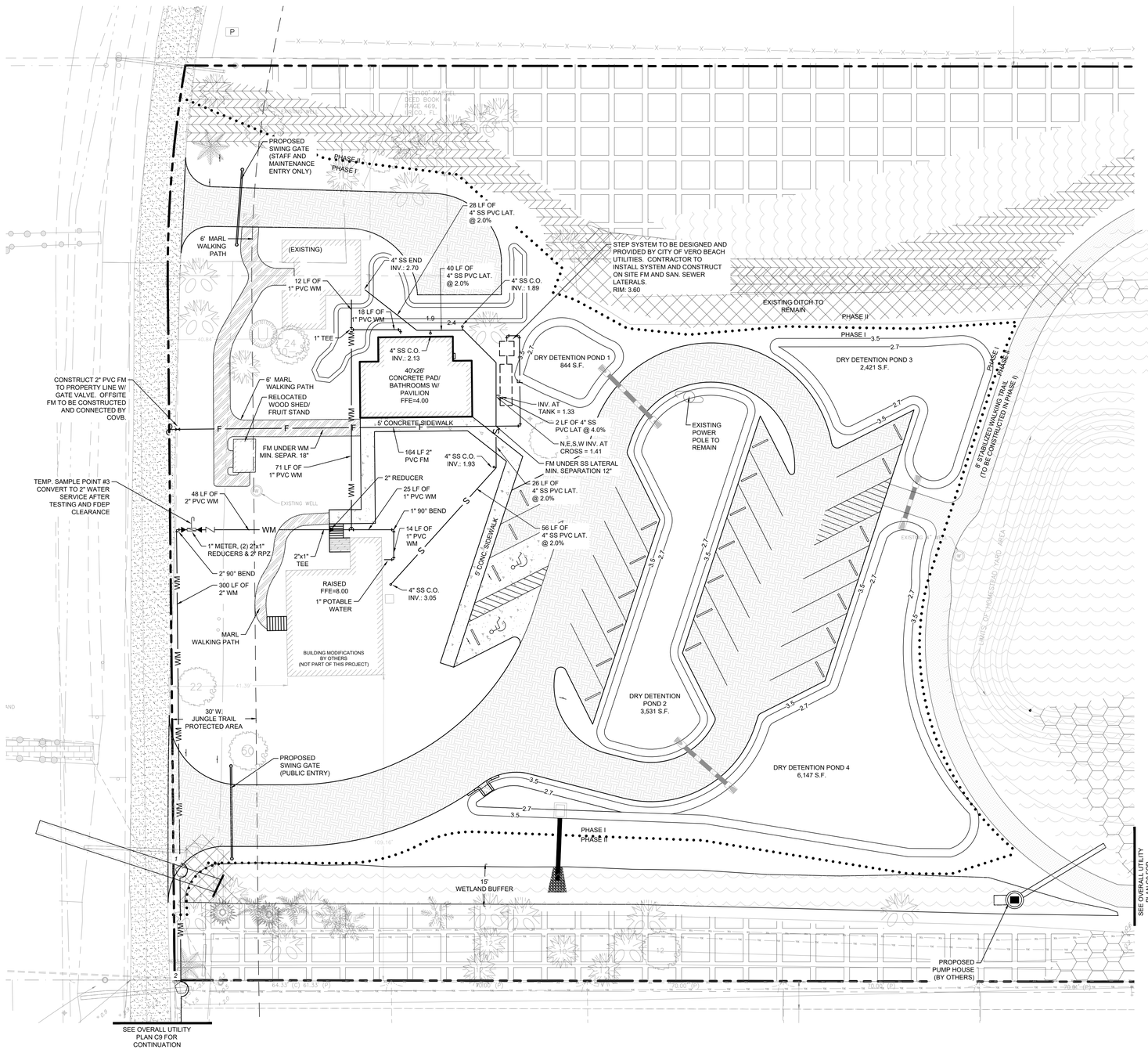
OVERALL UTILITY PLAN

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON
LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C8
OF 17
17-0133



UTILITY PLAN ENLARGEMENT

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

CONFLICT TABLE

CONFLICT NUMBER	GROUND ELEV.	UPPER PIPE	UPPER PIPE BOTTOM	LOWER PIPE	LOWER PIPE TOP	SEPARATION
1	2.60	EX. 12" STORM	(-) 0.89	2" WM	(-) 2.39	1.50
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(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

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(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2),F.S., AND RULE 64E-6.002, F.A.C.

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(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS. NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

LEGEND

- PROPOSED ASPHALT MILLINGS DRIVEWAY & PARKING LOT
- PROPOSED WALKING PATH
- PROPOSED MARL WALKING PATH BETW. BLDGS.
- PROPOSED CONCRETE
- CREATED UPLAND BUFFER AREA
- CREATED WETLAND AREA
- CONVERTED TO WETLAND AREA
- ENHANCED WETLAND AREA
- FILLED WETLAND AREA
- W — EXISTING WATER MAIN
- SS — EXISTING SANITARY SEWER
- F — EXISTING FORCE MAIN
- WM — PROPOSED WATER MAIN
- FM — PROPOSED WATER MAIN
- 2 — UTILITY CONFLICT (SEE TABLE)
- LIMITS OF CONSTRUCTION/ PHASE LINE

	DATE
15 ---	---
14 ---	---
13 ---	---
12 REMOVE SIDEWALK/RAMP TO BLDG.	01-20-2021
11 SEWER REVISIONS	11-19-2020
10 PARKING LOT GRADING	04-28-2020
9 BATHROOM BLDG. GRADING	04-14-2020
8 PATH GRADING	03-16-2020
△ **REVISIONS**	**DATE**

JOB NO.	17-0133
DESIGNED	ND
DRAWN	RT
DATE	03-22-2018
CHECKED	AS
DATE ISSUED	10/28/2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
2300 PALM BAY ROAD NE
PALM BAY, FL 32905
PH: (321) 953-3050
MELBOURNE, FL – PH (321) 253-3050
VERO BEACH, FL – PH (772) 492-3050

UTILITY PLAN ENLARGEMENT

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

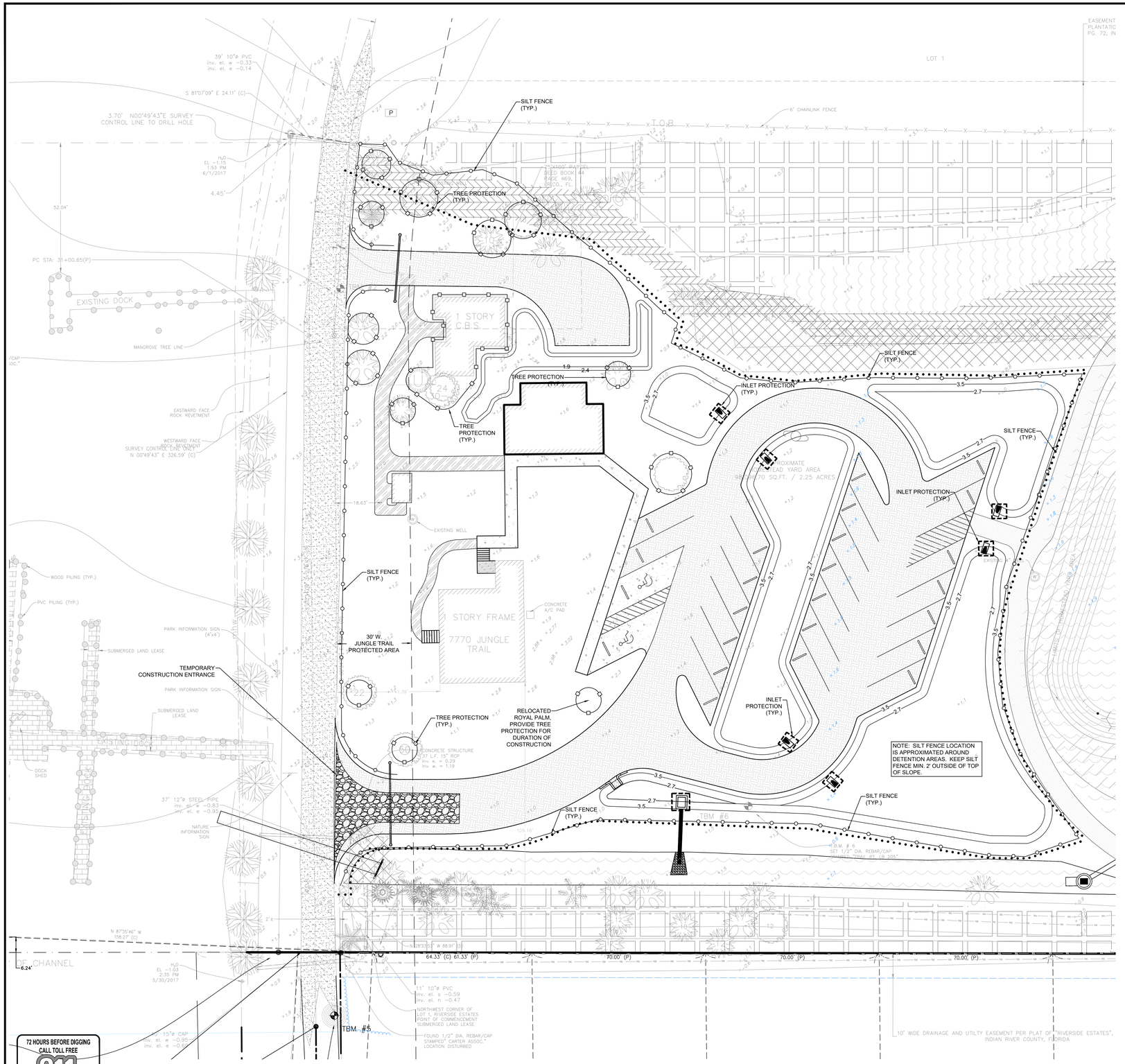
FLORIDA

INDIAN RIVER COUNTY

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C9
OF 17
17-0133



72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

LEGEND

- SILT FENCE
- TREE PROTECTION FENCE/ORANGE BARRACADE FENCE
- INLET PROTECTION
- PROPOSED TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
- PROPOSED ASPHALT MILLINGS
- PROPOSED CONCRETE
- PROPOSED MARL WALKING PATH BETWEEN BUILDINGS
- EXISTING JUNGLE TRAIL
- LIMITS OF CONSTRUCTION/ PHASE LINE

EROSION AND SEDIMENTATION CONTROL NOTES

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT AMOUNTS OF POLLUTANTS WHICH MAY REACH SURFACE OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT DUE TO EROSION. EXCESSIVE QUANTITIES OF SEDIMENT WHICH REACH WATER BODIES OF FLOOD PLAINS HAVE BEEN SHOWN TO ADVERSELY AFFECT THEIR PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE HYDRAULIC CAPACITY OF WATER BODIES OF FLOOD PLAINS, REDUCE THE DESIGN CAPACITY OF CULVERTS AND OTHER WORKS, AND ELIMINATE BENTHIC INVERTEBRATES AND FISH SPAWNING SUBSTRATES BY SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE, REDUCE PRIMARY PRODUCTIVITY.

MINIMUM STANDARDS

1. SEDIMENT BASIN 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 UNSLOPE LAND DISTURBANCE TAKES PLACE.
2. 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.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN 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 STOCKPILES SHALL BE STABILIZED OR PROTECTED 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. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE REVIEWER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
7. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND-DISTURBING ACTIVITY. THE OUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.
8. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CHANNEL. ALL STORM SEWER 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.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.
13. 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. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.
14. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. 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 LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
    - A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
    - B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
    - C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
    - D. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
18. 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.
19. 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, IN THE OPINION OF THE REVIEWER. DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DISPOSITION AND EROSION.
21. PHASED PROJECTS SHOULD BE CLEARED IN CONJUNCTION WITH CONSTRUCTION OF EACH PHASE.
22. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NOS. 104 AND 105 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
23. THE REVIEWER MAY APPROVE MODIFICATIONS OR ALTER PLANS TO THESE EROSION CONTROL CRITERIA DUE TO SITE SPECIFIC CONDITIONS.

SEE SHEET C12 FOR EROSION CONTROL DETAILS

DATE	REVISIONS
01-20-2021	12 REMOVE SIDEWALK/RAMP TO BLDG.
11-19-2020	11 SEWER REVISIONS
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---	7 ---
---	6 ---
---	5 ---
---	4 ---
---	3 ---
---	2 ---
---	1 ---

JOB NO.	17-0133
DESIGNED	ND
DRAWN	RT
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MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
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WEST PALM BEACH, FL 33409
MELBOURNE FL. – PH (321) 253-3505
FAX (321) 253-3506
PH. (772) 778-3573
FAX (772) 778-3577

EROSION CONTROL PLAN

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

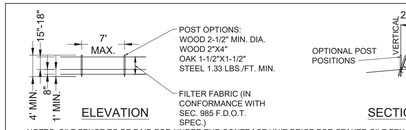
FLORIDA

INDIAN RIVER COUNTY

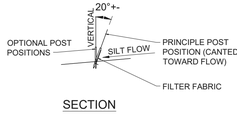
AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C11
OF 17
17-0133



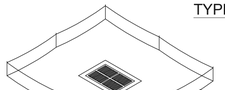
ELEVATION



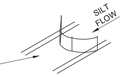
SECTION

NOTES: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (L.F.)

TYPE III SILT FENCE



NOTE: SPACING FOR TYPE III FENCE TO BE IN ACCORDANCE WITH CHART I, SHEET 1 OF 3 AND DITCH INSTALLATIONS AT DRAINAGE STRUCTURES SHEET 2 OF 3



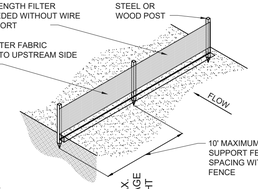
TYPE III SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS

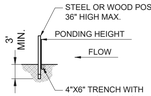
DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

SILT FENCE APPLICATIONS

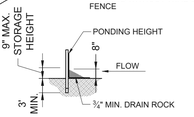
N.T.S.

NOTES:
1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.





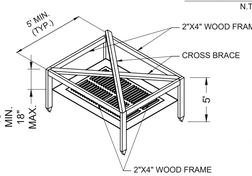
TRENCH DETAIL



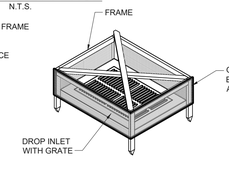
INSTALLATION WITHOUT TRENCHING

TYPE IV SILT FENCE

N.T.S.



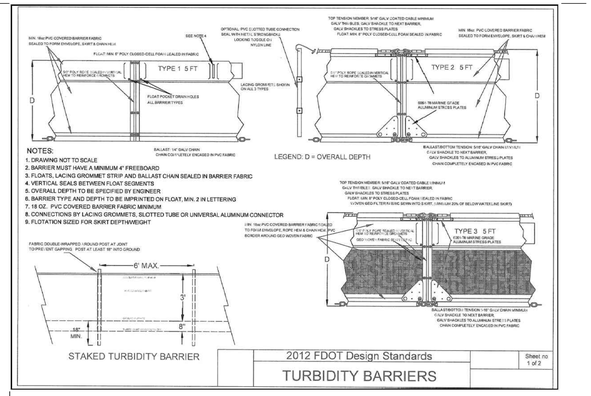
VIEW OF FRAME WITHOUT SILT FENCE

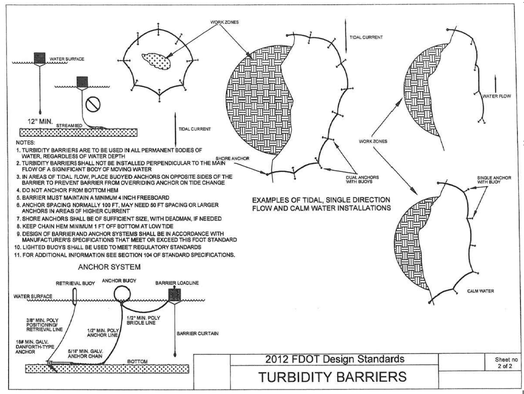


VIEW OF FRAME WITH SILT FENCE

SILT FENCE INLET PROTECTION

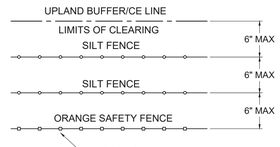
N.T.S.





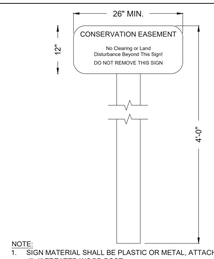
TURBIDITY BARRIER APPLICATIONS

N.T.S.



SILT FENCE/ORANGE FENCE PLACEMENT DETAIL AROUND WETLANDS

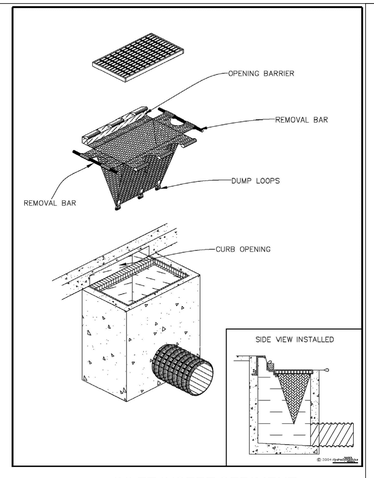
N.T.S.



NOTE:
1. SIGN MATERIAL SHALL BE PLASTIC OR METAL, ATTACHED TO 4"x4" TREATED WOOD POST.
2. CONSERVATION EASEMENT SHALL BE 3" HIGH LETTERS.
3. ALL OTHER LINES OF TEXT SHALL BE 1" HIGH WITH 1" SPACING BETWEEN LINES.
4. SIGN SHALL HAVE WHITE BACKGROUND WITH CONTRASTING COLOR FOR THE LETTERING.

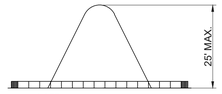
CONSERVATION EASEMENT SIGN

N.T.S.



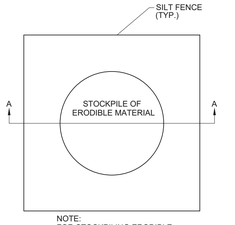
INLET INSERT SEDIMENT CONTAINMENT SYSTEM

N.T.S.



NOTE:
ALL STOCKPILES SHALL BE A MAXIMUM OF 25' HIGH.

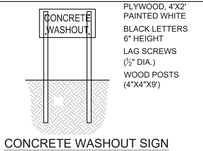
SECTION A-A



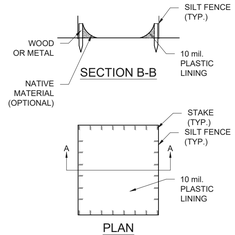
NOTE:
FOR STOCKPILING ERODIBLE MATERIAL FOR EXTENDED PERIODS, THE AREA SHALL BE SEEDED AND MULCHED.

SEDIMENT CONTROL DETAIL FOR STOCKPILING OF ERODIBLE MATERIAL

N.T.S.



CONCRETE WASHOUT SIGN DETAIL (OR EQUIVALENT)



NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30' OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

TYPE "ABOVE GRADE" WITH SILT FENCE

CONCRETE & STUCCO WASTE MANAGEMENT

N.T.S.

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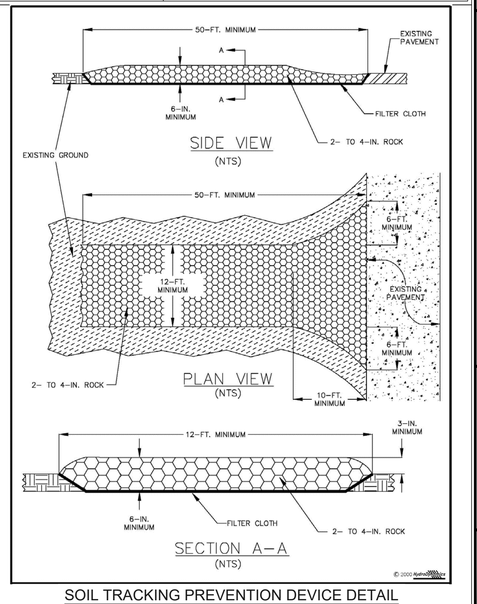
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN 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 STOCKPILES SHALL BE STABILIZED OR PROTECTED 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. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED THAT, IN THE OPINION OF THE REVIEWER, IS UNIFORM, MATURE ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
7. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT BASIN. THE SEDIMENT BASIN SHALL BE DESIGNED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND-DISTURBING ACTIVITY. THE OUTFALL DEVICE OR SYSTEM DESIGN SHALL TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.
8. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH OR CHANNEL. ALL STORM SEWER 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.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN BOTH THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.
13. 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. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COFFERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.
14. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. 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 LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
    A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
    B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
    C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR PASSED THROUGH AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
    D. RESTABILIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
18. 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 RUBS 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.
19. 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, IN THE OPINION OF THE REVIEWER. DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DISPOSITION AND EROSION.
21. PHASED PROJECTS SHOULD BE CLEARED IN CONJUNCTION WITH CONSTRUCTION OF EACH PHASE.
22. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NOS. 104 AND 105 OF FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
23. THE REVIEWER MAY APPROVE MODIFICATIONS OR ALTER PLANS TO THESE EROSION CONTROL CRITERIA DUE TO SITE SPECIFIC CONDITIONS.



SOIL TRACKING PREVENTION DEVICE DETAIL

N.T.S.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

DATE	REVISIONS
03-16-2020	8 PATH GRADING
04-14-2020	9 BATHROOM BLDG. GRADING
04-28-2020	10 PARKING LOT GRADING
11-19-2020	11 SEWER REVISIONS
01-20-2021	12 REMOVE SIDEWALK/RAMP TO BLDG.
---	13 ---
---	14 ---
---	15 ---

JOB NO.	17-0133
DESIGNED	ND
DRAWN	RT
CHECKED	AS
DATE ISSUED	10/28/2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
2580 JOHN ST. SUITE A
MELBOURNE, FL - PH: (321) 253-3505
VERO BEACH, FL. 32960
ORLANDO, FL - PH: (772) 794-3505
PH: (772) 778-3505
FAX: (772) 794-3573

EROSION CONTROL DETAILS

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

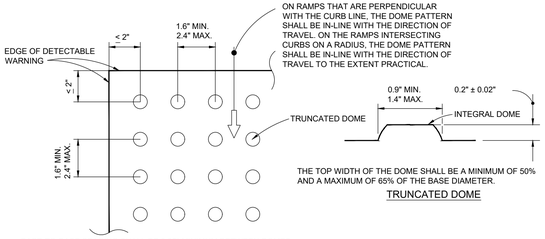
FLORIDA

INDIAN RIVER COUNTY

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C12
OF 17
17-0133

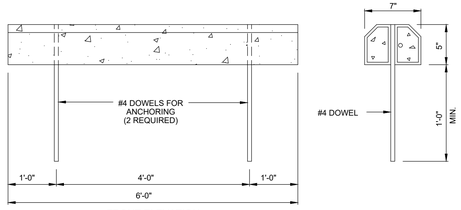


PLAN VIEW

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 MM) FROM THE BACK OF CURB. THE DETECTABLE WARNINGS SHALL BE CAST-IN-PLACE.

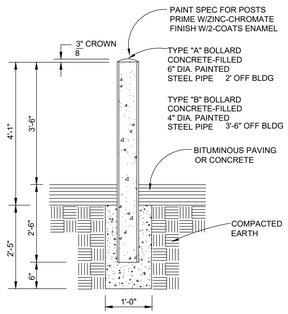
CURB RAMP DETECTABLE WARNING DETAIL

N.T.S.



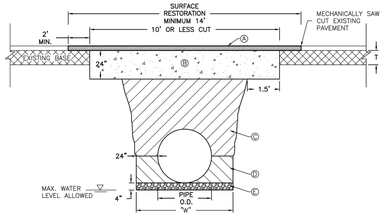
PRE-CAST CONCRETE WHEEL STOP DETAIL

N.T.S.



BOLLARD DETAIL

N.T.S.



STORMWATER/UTILITY PIPE INSTALLATION

NOTES:
1. UTILITY CONSTRUCTION WITHIN THE RIGHT-OF-WAY SHALL COMPLY WITH COUNTY CODE CHAPTER 312.
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   1.2. PARTIAL LANE CUTS REQUIRE A MINIMUM OF SINGLE LANE RESTORATION.
2. WHERE SOIL CONDITIONS CANNOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION FOR APPROVAL BY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO INSTALLATION.
3. SHORING MAY BE REQUIRED IN ACCORDANCE WITH ALL INDUSTRY STANDARDS.
4. NEW SURFACING MATERIALS SHALL BE CONSISTENT OR BETTER THAN EXISTING CONDITIONS AND SHALL HAVE BUTT JOINTS (2.5 INCH MINIMUM THICKNESS).
5. ALL ROADWAY RESTORATION SHALL COMPLY WITH INDIAN RIVER COUNTY PUBLIC WORKS AND FDOT STANDARDS (LATEST EDITION).
6. MINIMUM TRENCH WIDTH "W" = PIPE O.D. PLUS 2'-0" ON EACH SIDE.

Ⓐ MINIMUM EXISTING PAVEMENT DEPTH OR PER COUNTY ROADWAY DESIGN CRITERIA DETAIL, WHICHEVER IS GREATER.

Ⓑ FLOWABLE FILL AS DEFINED AS NON-EXCAVATABLE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 121, WITH STRENGTH OF 125–300 PSI.

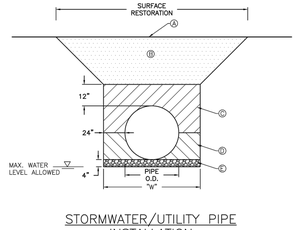
Ⓒ A.A.S.H.T.O. TYPE A–3 MATERIAL IN MAXIMUM 6" LIFTS COMPACTED AT 98% A.A.S.H.T.O. T–180.

Ⓓ A.A.S.H.T.O. TYPE A–3 MATERIAL IN MAXIMUM 4" LIFTS COMPACTED AT 98% A.A.S.H.T.O. T–180. EXCAVATABLE FLOWABLE FILL IS ALLOWED WITH PRIOR APPROVAL OF PROPOSED MATERIAL STRENGTH BY THE COUNTY ENGINEER OR DESIGNEE.

Ⓔ ¾" DIAMETER, WASHED BEDDING ROCK OR PEA ROCK WHERE UNSUITABLE BEDDING MATERIAL EXISTS OR IF DEWATERING IS REQUIRED. SUITABLE MATERIAL IS DEFINED AS STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION, OTHER FOREIGN FORMATIONS AND CONSTRUCTED TO UNIFORM GRADE AND LINE.

TRENCH (<10 FT.) IN PAVED AREAS DETAIL

SCALE: N.T.S.



STORMWATER/UTILITY PIPE INSTALLATION

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4. MINIMUM TRENCH WIDTH "W" = PIPE O.D. PLUS 2'–0" ON EACH SIDE.

Ⓐ MATCH EXISTING GROUND WITH SMOOTH, LEVEL TRANSITION.

Ⓑ UNPAVED ROADS IN ROW SHALL CONSIST OF 8" LIMEROCK BASE OR COQUINA SHELL IN A MINIMUM OF (2) 4" LIFTS WITH A MINIMUM LBR OF 100 COMPACTED TO 98% MAXIMUM DENSITY PER A.A.S.H.T.O. T–180. WHEN INSTALLATION IS NOT LOCATED IN A TRAVEL LANE, RESTORATION SHALL BE ACCORDING TO Ⓒ BELOW WITH SOD LAID WITHIN THREE DAYS OF FINAL GRADING.

Ⓒ A.A.S.H.T.O. TYPE A–3 MATERIAL IN MAXIMUM 6" LIFTS COMPACTED AT 98% A.A.S.H.T.O. T–180.

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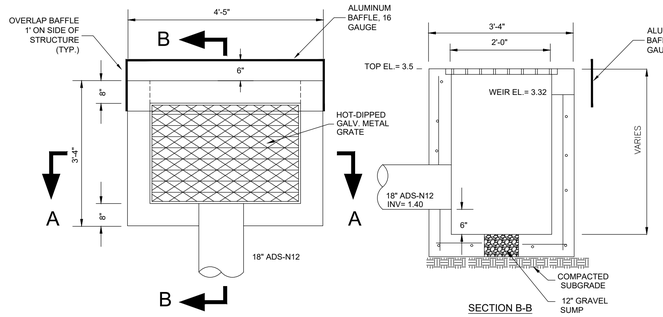
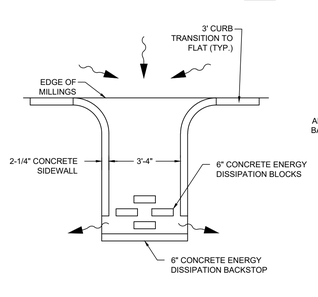
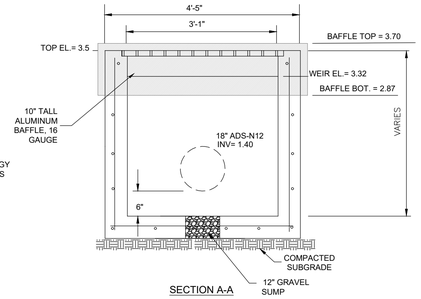
TRENCH IN UNPAVED AREAS DETAIL

SCALE: N.T.S.

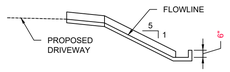






MODIFIED TYPE "C" CONTROL STRUCTURE

N.T.S.



CONCRETE FLUME DETAIL

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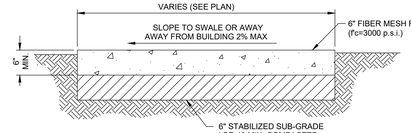

ON-SITE CONCRETE SIDEWALK DETAIL

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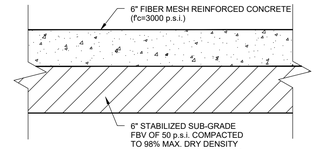
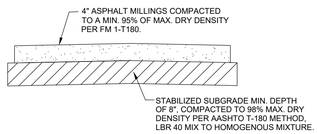


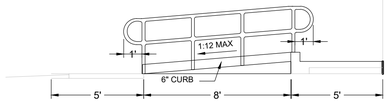
CONCRETE PAVEMENT SECTION

NTS



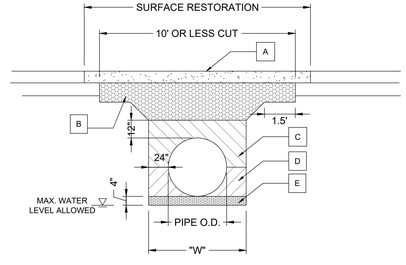
MILLINGS AT DRIVE AISLE & PARKING AREA DETAIL

N.T.S.



HANDICAPPED RAMP DETAIL

N.T.S.



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A. 6" MARL
B. 12" ROCK IN MAXIMUM 4" LIFTS COMPACTED TO 98% A.A.S.H.T.O. T-180.
C. NATIVE SOIL IN MAXIMUM 6" LIFTS COMPACTED TO 98% A.A.S.H.T.O. T-180.
D. A.A.S.H.T.O. TYPE A=3 MATERIAL IN MAXIMUM 4" LIFTS COMPACTED TO 98% A.A.S.H.TO. T-180. EXCAVATABLE FLOWABLE FILL IS ALLOWED WITH PRIOR APPROVAL OF PROPOSED MATERIAL STRENGTH BY THE COUNTY ENGINEER OR DESIGNEE.
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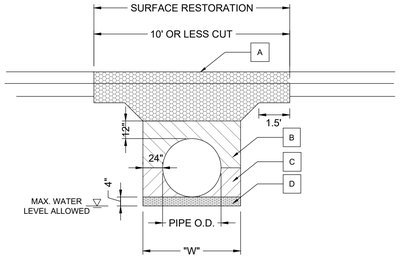
TRENCH IN MARL DRIVEWAY DETAIL

SCALE: N.T.S.



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TRENCH IN ROCK DRIVEWAY DETAIL

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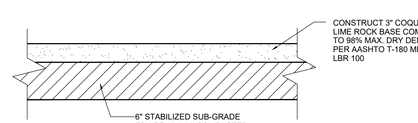

STABILIZED WALKING TRAIL DETAIL

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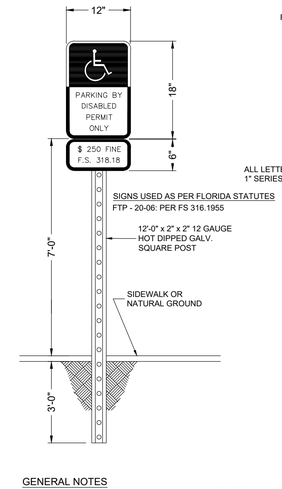
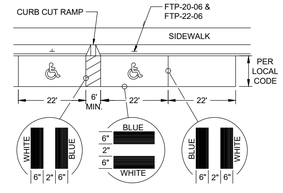


GENERAL NOTES
1. TOP PORTION OF FTP-20-06 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION OF FTP-20-06 SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. THE SIGN SHALL BE PLACED A MINIMUM OF 3' FROM THE WHEEL STOP OR THE BACK OF CURB (WHERE APPLICABLE).

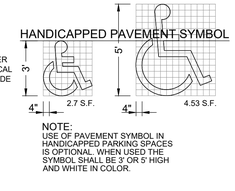
1" x 6"
1-1/2" RADII
3/4" BORDER
1" SERIES C LETTERS
WHITE BACKGROUND
BLACK LEGEND & BORDER

HANDICAPPED SIGN DETAIL

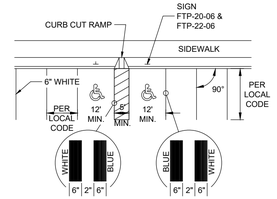
N.T.S.



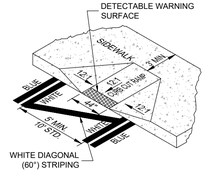
PARALLEL SPACE PAVEMENT MARKING



NOTE:
USE OF PAVEMENT SYMBOL IN HANDICAPPED PARKING SPACES IS OPTIONAL. WHEN USED THE SYMBOL SHALL BE 3' OR 5' HIGH AND WHITE IN COLOR.



STANDARD SPACE PAVEMENT MARKING



CURB CUT RAMP (TYP.)

GENERAL NOTES
1. CRITERIA FOR PAVEMENT MARKING ONLY, NOT CURB CUT RAMP LOCATIONS. FOR RAMP CRITERIA REFER TO FDOT STANDARD PLANS INDEX #522-002, LATEST EDITION.
2. BLUE PAVEMENT MARKINGS SHALL BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARD 595a.
3. CURB AND WHEELSTOP LOCATIONS SHALL BE AS PER DEPICTED ON THE PLANS.
4. FOR ANGLED PARKING APPLICATIONS, REFER TO FDOT STANDARD PLANS INDEX #711-001, LATEST EDITION.

HANDICAPPED RAMP AND PAVEMENT MARKING DETAIL

N.T.S.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

DATE	REVISIONS
01-20-2021	12 REMOVE SIDEWALK/RAMP TO BLDG.
11-19-2020	11 SEWER REVISIONS
04-28-2020	10 PARKING LOT GRADING
04-14-2020	9 BATHROOM BLDG. GRADING
03-16-2020	8 PATH GRADING
---	7 ---
---	6 ---
---	5 ---

JOB NO.	17-0133
DESIGNED	ND
DRAWN	RT
DATE	03-22-2018
CHECKED	AS
DATE ISSUED	10/28/2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
2301 PALM BAY ROAD NE
PALM BAY, FL 32905
PH. (772) 794-3573
MELBOURNE, FL – PH (321) 253-3555
VERO BEACH, FL – PH (772) 299-3555

GENERAL DETAILS

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

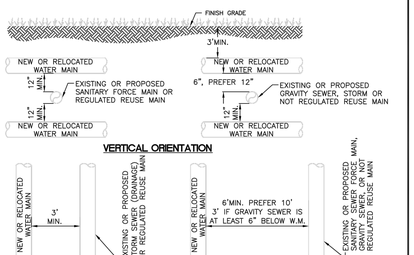
FLORIDA

INDIAN RIVER COUNTY

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C13
OF 17
17-0133



UTILITY ORIENTATION DETAIL

N.T.S.

62-555.314 Location of Public Water System Mains. For the purpose of this section, the phrase "water mains" shall mean mains, including treatment plant process piping, conveying either raw, partially treated, or finished drinking water; fire hydrant leads; and service lines that are under the control of a public water system and that have an inside diameter of three inches or greater.

(1) Horizontal Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems.

(a) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet between the outside of the water main and the outside of any existing or proposed storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.

(b) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least three feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed vacuum-type sanitary sewer.

(c) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least six feet, and preferably ten feet, between the outside of the water main and the outside of any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C. The minimum horizontal separation distance between water mains and gravity-type sanitary sewers shall be reduced to three feet where the bottom of the water main is laid at least six inches above the top of the sewer.

(d) New or relocated, underground water mains shall be laid to provide a horizontal distance of at least ten feet between the outside of the water mains and all parts of any existing or proposed "on-site sewage treatment and disposal system" as defined in Section 381.0065(2), F.S., and Rule 64E-6.002, F.A.C.

(2) Vertical Separation Between Underground Water Mains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, and Reclaimed Water Pipelines.

(a) New or relocated, underground water mains crossing any existing or proposed gravity- or vacuum-type sanitary sewer or storm sewer shall be laid so the outside of the water main is at least six inches, and preferably 12 inches below or at least 12 inches below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline.

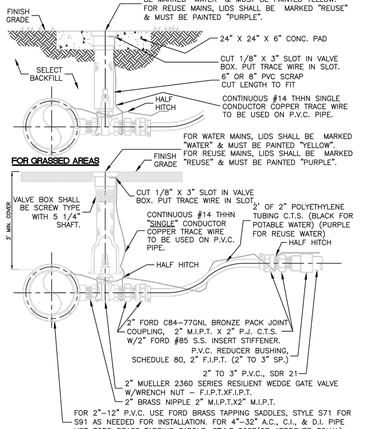
(b) New or relocated, underground water mains crossing any existing or proposed pressure-type sanitary sewer, wastewater or stormwater force main, or pipeline conveying reclaimed water shall be laid so the outside of the water main is at least 12 inches above or below the outside of the other pipeline. However, it is preferable to lay the water main above the other pipeline.

(c) At the utility crossings described in paragraphs (a) and (b) above, one full length of water main pipe shall be centered above or below the other pipeline so the water main joints will be as far as possible from the other pipeline. Alternatively, at such crossings, the pipes shall be arranged so that all water main joints are at least three feet from all joints in vacuum-type sanitary sewers, storm sewers, stormwater force mains, or pipelines conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C., and at least six feet from all joints in gravity- or pressure-type sanitary sewers, wastewater force mains, or pipelines conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

(3) Separation Between Water Mains and Sanitary or Storm Sewer Manholes.

(a) No water main shall pass through, or come into contact with, any part of a sanitary sewer manhole.

(4) Separation Between Fire Hydrant Drains and Sanitary or Storm Sewers, Wastewater or Stormwater Force Mains, Reclaimed Water Pipelines, and On-Site Sewage Treatment and Disposal Systems. New or relocated fire hydrants with underground drains shall be located so that the drains are at least three feet from any existing or proposed storm sewer, stormwater force main, or pipeline conveying reclaimed water regulated under Part III of Chapter 62-610, F.A.C.; at least three feet, and preferably ten feet, from any existing or proposed vacuum-type sanitary sewer; at least six feet, and preferably ten feet, from any existing or proposed gravity- or pressure-type sanitary sewer, wastewater force main, or pipeline conveying reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.; and at least ten feet from any existing or proposed "on-site sewage treatment and disposal system" as defined in Section 381.0065(2), F.S., and Rule 64E-6.002, F.A.C.

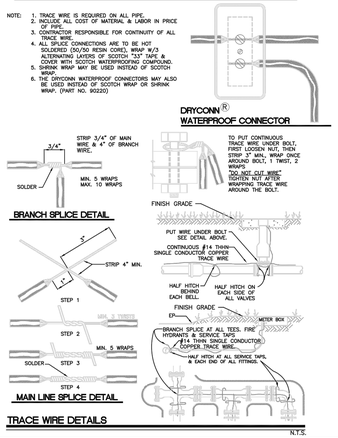


BRANCH CONNECTION DETAIL

N.T.S.

PVC PIPE COLOR CODE AND TRACE WIRE TABLE		
UTILITY	PVC PIPE COLOR	TRACE WIRE COLOR
POTABLE WATER MAIN	BLUE OR WHITE	BLUE
RAW WATER MAIN	BLUE OR WHITE	LIGHT BLUE
SANITARY SEWER GRAVITY MAIN	GREEN	GREEN
SANITARY SEWER FORCE MAIN	BROWN OR WHITE	BROWN
REUSE WATER MAIN	PURPLE OR WHITE	PURPLE

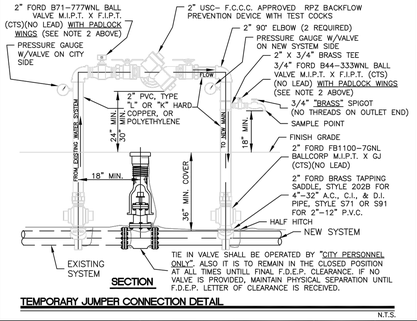
NOTE:
1. TRACE WIRE IS REQUIRED ON ALL PIPE.
2. INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE BID FOR PIPE.
3. CONTRACTOR RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.
4. ALL SPLICE CONNECTIONS ARE TO BE HOT SOLDERED (50/50 RESIN CORE), WRAP W/3 ALTERNATING LAYERS OF SCOTCH "33" TAPE & COVER WITH SCOTCH WATERPROOFING COMPOUND.
5. SHRINK WRAP MAY BE USED INSTEAD OF SCOTCH WRAP.
6. THE DRYCONN WATERPROOF CONNECTORS MAY ALSO BE USED INSTEAD OF SCOTCH WRAP OR SHRINK WRAP. (PART NO. 90220)



TRACE WIRE DETAILS

N.T.S.

NOTES:
1. A TEMPORARY JUMPER CONNECTION IS TO BE USED FOR FILLING, FLUSHING, CHLORINATING, AND PULLING BACTERIOLOGICAL SAMPLES FOR ANY NEW WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS.
2. THE CONTRACTOR IS TO PROVIDE A CURRENT CERTIFICATION FOR THE BACKFLOW PREVENTER THAT IS USED ON THE JUMPER ASSEMBLY TO THE CITY WATER & SEWER DEPARTMENT "PRIOR TO USE"
3. THE TEMPORARY JUMPER CONNECTION AND ALL SAMPLE POINTS ARE TO BE "LOCKED AT ALL TIMES" EXCEPT FOR FILLING, FLUSHING, CHLORINATING, AND PULLING BACTERIOLOGICAL SAMPLES.
4. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH A.W.W.A. C651, 1992 EDITION. THE TAPPING SLEEVES AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABBING PER SECTION 11 OF A.W.W.A. C651-92.
5. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. MAINTAIN MINIMUM VELOCITY OF 2.5 F.P.S. WHILE FLUSHING.
6. TEMPORARY JUMPER CONNECTION AND SAMPLE POINTS REMOVAL PROCEDURE:
   1. COMPLETE ALL FLUSHING AND TESTS.
   2. SEND RESULTS TO APPROPRIATE AGENCY FOR APPROVAL.
   3. RECEIVE F.D.E.P. CLEARANCE
   4. GET PERMISSION FROM THE CITY WATER & SEWER DEPT.
7. REMOVE THE TEMPORARY JUMPER CONNECTION AND PLUG THE REMAINING TAPPING VALVES



TEMPORARY JUMPER CONNECTION DETAIL

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	UTILITY ORIENTATION DETAIL AND PIPE ENCASEMENT DETAIL	DATE: 7/95 APPR. REV: 8/12/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 1.1 PAGE 1 OF 2

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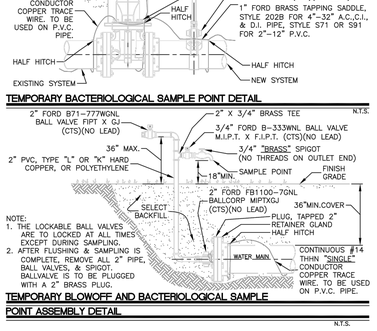

TEMPORARY BACTERIOLOGICAL SAMPLE POINT DETAIL

N.T.S.

TEMPORARY BLOWOFF AND BACTERIOLOGICAL SAMPLE POINT ASSEMBLY DETAIL

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	TEMP. SAMPLE POINT TEMP. BLOW OFF AND SAMPLE POINT ASSEMBLY	DATE: 2/20/85 APPR. REV: 9/05/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 1.6 PAGE 1 OF 1

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CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	UTILITY ORIENTATION DETAIL AND PIPE ENCASEMENT DETAIL	DATE: 7/95 APPR. REV: 8/12/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 1.1 PAGE 2 OF 2

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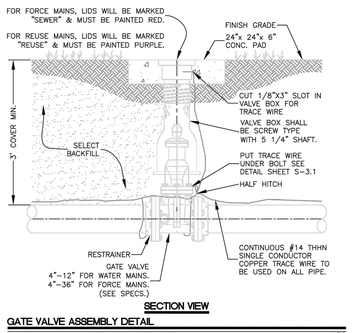

GATE VALVE ASSEMBLY DETAIL

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	GATE VALVE ASSEMBLY DETAIL	DATE: 5/29/87 APPR. REV: 8/14/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 2.1 PAGE 1 OF 1

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CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	BRANCH CONNECTION DETAIL	DATE: 3/4/87 APPR. REV: 8/12/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 1.3 PAGE 1 OF 1

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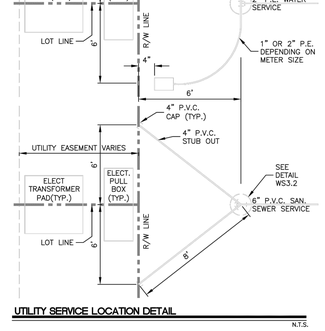

UTILITY SERVICE LOCATION DETAIL

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	UTILITY SERVICE LOCATION DETAIL	DATE: 8/12/88 APPR. REV: 9/06/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 3.1 PAGE 1 OF 1

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CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	TRACE WIRE DETAIL	DATE: 6/4/87 APPR. REV: 10/04/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 1.4 PAGE 1 OF 1

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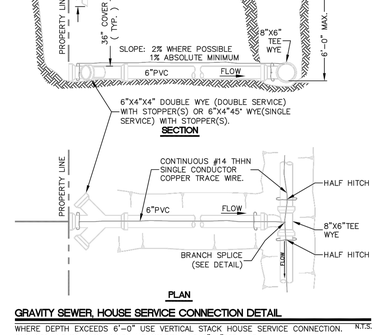

GRAVITY SEWER, HOUSE SERVICE CONNECTION DETAIL

WHERE DEPTH EXCEEDS 6'-0" USE VERTICAL STACK HOUSE SERVICE CONNECTION. FOR SERVICE TO BOTH SIDES OF STREET USE 8"X6"TEE WYE.

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	GRAVITY SEWER HOUSE SERVICE CONNECTION DETAIL	DATE: 6/4/87 APPR. REV: 8/19/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 3.2 PAGE 1 OF 2

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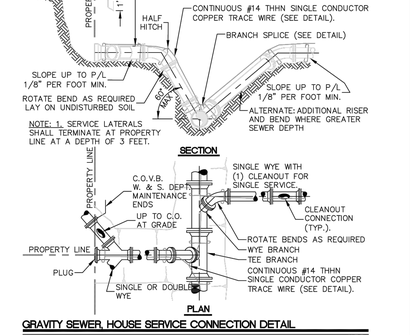

GRAVITY SEWER, HOUSE SERVICE CONNECTION DETAIL

(VERTICAL STACK)

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	GRAVITY SEWER HOUSE SERVICE CONNECTION DETAIL	DATE: 6/4/87 APPR. REV: 8/19/2013	DRAWN BY: T.A.Y. DWG. NO.: WS 3.2 PAGE 2 OF 2

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72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

NO.	DATE	REVISIONS
15	---	---
14	---	---
13	---	---
12	01-20-2021	REMOVE SIDEWALK/RAMP TO BLDG
11	11-19-2020	SEWER REVISIONS
10	04-28-2020	PARKING LOT GRADING
9	04-14-2020	BATHROOM BLDG. GRADING
8	03-16-2020	PATH GRADING

JOB NO.	17-0133	
DESIGNED	ND	
DRAWN	RT	
DATE	03-22-2018	AS
CHECKED		
DATE ISSUED	10/28/2019	

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
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1350 BEACH, FL 32960
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FAX (772) 778-3673
MELBOURNE FL - PH (321) 253-3505
JACKSONVILLE FL - PH (904) 425-0555

COVB STANDARD UTILITY DETAILS

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

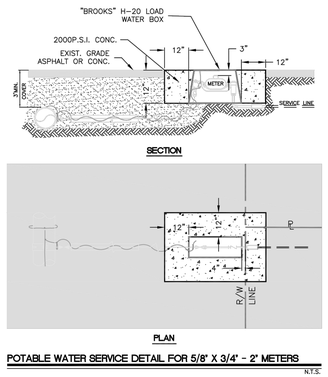
INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON FL. P.E. #72460 DATE:

SHEET C14 OF 17

17-0133



POTABLE WATER SERVICE DETAIL FOR 5/8" X 3/4" - 2" METERS

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	POTABLE WATER SERVICE H-20 LOAD BOX DETAIL	DATE 11/16/90	DRAWN BY: T.A.Y.
		APPR.	DWG. NO. CCBOX
		REV. 9/06/2013	PAGE 1 OF 1

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POTABLE WATER SERVICE DETAIL FOR 5/8" X 3/4" - 2" METERS

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	POTABLE WATER SERVICE DETAIL FOR 5/8"X3/4"-2" METERS	DATE 11/16/90	DRAWN BY: T.A.Y.
		APPR.	DWG. NO. WS 3.3
		REV. 8/20/2013	PAGE 1 OF 2

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FIRE HYDRANT ASSEMBLY DETAIL

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	FIRE HYDRANT ASSEMBLY DETAIL	DATE 5/22/87	DRAWN BY: T.A.Y.
		APPR.	DWG. NO. WS 2.3
		REV. 8/16/2013	PAGE 1 OF 1

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MATERIALS TABLE - POTABLE WATER SERVICE DETAIL FOR 5/8" X 3/4" - 2" METERS											
	①	②	③	④	⑤	⑥	⑦	⑧	⑨	⑩	⑪
SERVICE/ COMPONENT	FORD-BRASS TAPPING SADDLE OR TEE	FORD-BRASS BALLCORP CORP. STOP	POLY-ETHYLENE	FORD-BRASS "Y" BRANCH COUPING	POLY-ETHYLENE	FORD-BRASS ANGLE YOKE VALVE	FORD METER YOKE	FORD-BRASS CHECK VALVE	BRASS STEEL ELL (90° BEND)	BRASS OR PVC SPOOL PIECES	COMPRESSION FITTING OR GLUE JOINT PVC SLEEVE
SINGLE POTABLE WATER SERVICE FOR 5/8" X 3/4" METER	1" ST.91,591 OR 202B	1" FB1100-4GNL	1" BLACK	N/A	N/A	AV94-324WGNL 1"CU/CTS	Y502	3/4" HHCA91-323NL	3/4" STREET ELL MIPT X FIPT	TO MATCH EXISTING	TO MATCH EXISTING
SINGLE POTABLE WATER SERVICE FOR 3/4" METER	1" ST.91,591 OR 202B	1" FB1100-4GNL	1" BLACK	N/A	N/A	AV94-324WGNL 1"CU/CTS	Y503	3/4" HHCA91-323NL	3/4" STREET ELL MIPT X FIPT	TO MATCH EXISTING	TO MATCH EXISTING
SINGLE POTABLE WATER SERVICE FOR 1" METER	1" ST.91,591 OR 202B	1" FB1100-4GNL	1" BLACK	N/A	N/A	AV94-444WGNL 1"CU/CTS	Y504	HHCA91-444NL	1" STREET ELL MIPT X FIPT	TO MATCH EXISTING	TO MATCH EXISTING
SINGLE POTABLE WATER SERVICE FOR 1 1/2" METER	2" ST.91,591 OR 202B	2" FB1100-7GNL	2" BLACK	N/A	N/A	BFA13-777WGNL 2"CU/CTS	N/A	HFS31-777NL	N/A	TO MATCH EXISTING	TO MATCH EXISTING
SINGLE POTABLE WATER SERVICE FOR 2" METER	2" ST.91,591 OR 202B	2" FB1100-7GNL	2" BLACK	N/A	N/A	BFA13-777WGNL 2"CU/CTS	N/A	HFS31-777NL	N/A	TO MATCH EXISTING	TO MATCH EXISTING
DOUBLE POTABLE WATER SERVICE FOR TWO 5/8" X 3/4" METER	2" ST.91,591 OR 202B	2" FB1100-7GNL	2" BLACK	Y44-274-GNL 2"CU x 1"CU	1" BLACK	TWO_AV94-324WGNL 1"CU/CTS	TWO-Y502	TWO_3/4" HHCA91-323NL	TWO_3/4" STREET ELL MIPT X FIPT	TO MATCH EXISTING	TO MATCH EXISTING
DOUBLE POTABLE WATER SERVICE FOR TWO 3/4" METER	2" ST.91,591 OR 202B	2" FB1100-7GNL	2" BLACK	Y44-274-GNL 2"CU x 1"CU	1" BLACK	TWO_AV94-324WGNL 1"CU/CTS	TWO-Y503	TWO_3/4" HHCA91-323NL	TWO_3/4" STREET ELL MIPT X FIPT	TO MATCH EXISTING	TO MATCH EXISTING
DOUBLE POTABLE WATER SERVICE FOR TWO 1" METERS	2" ST.91,591 OR 202B	2" FB1100-7GNL	2" BLACK	Y44-274-GNL 2"CU x 1"CU	1" BLACK	TWO_AV94-444WGNL 1"CU/CTS	TWO-Y504	TWO_HHCA91-444NL	TWO_1" STREET ELL MIPT X FIPT	TO MATCH EXISTING	TO MATCH EXISTING

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION

POTABLE WATER SERVICE DETAIL FOR 5/8"X3/4"-2" METERS

DATE 11/16/90 | APPR. | REV. 9/06/2013 | DRAWN BY: T.A.Y. | DWG. NO. WS 3.3 | PAGE 2 OF 2

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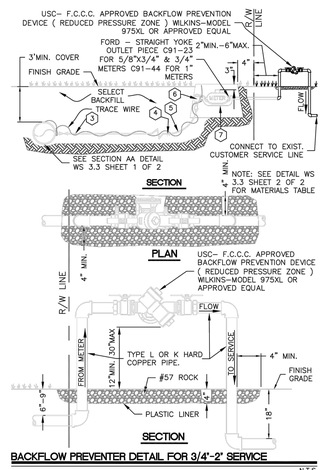

BACKFLOW PREVENTER DETAIL FOR 3/4"-2" SERVICE

N.T.S.

CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION	BACKFLOW PREVENTER DETAIL FOR 3/4" - 2" SERVICE	DATE 12/16/85	DRAWN BY: T.A.Y.
		APPR.	DWG. NO. WS 3.4
		REV. 9/06/2013	PAGE 1 OF 1

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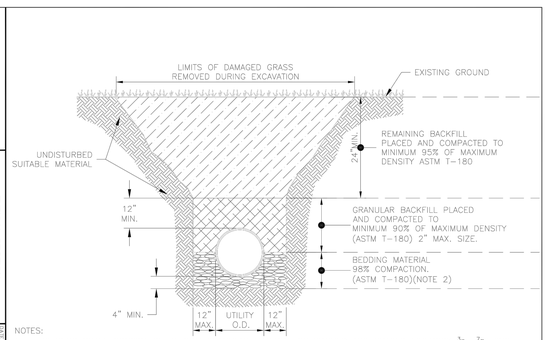
CITY OF VERO BEACH WATER AND SEWER DEPARTMENT ENGINEERING DIVISION

TYPICAL SECTION GRASS RESTORATION DETAIL

DATE 5/22/87 | APPR. | REV. 4/6/07 | DRAWN BY: T.A.Y. | DWG. NO. WS 6.1 | PAGE 1 OF 1



NOTES:

1. BEDDING SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR WASHED AND GRADED LIMEROCK ⅜"- ¾"SIZING. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE FREE OF UNSUITABLE MATERIAL SUCH AS LARGE ROCK, MUCK, AND DEBRIS.

TYPICAL SECTION GRASS RESTORATION DETAIL

(FOR EXCAVATION ACROSS GRASS AREAS)

N.T.S.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's **below.** **Call** before you dig.

DATE	DESCRIPTION
---	15 ---
---	14 ---
---	13 ---
01-20-2021	12 REMOVE SIDEWALK/RAMP TO BLDG.
11-19-2020	11 SEWER REVISIONS
04-28-2020	10 PARKING LOT GRADING
04-14-2020	9 BATHROOM BLDG. GRADING
03-16-2020	8 PATH GRADING
DATE	REVISIONS

JOB NO.	17-0133
DESIGNED	ND
DRAWN	RT
DATE	03-22-2018
CHECKED	AS
DATE ISSUED	10/28/2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1360 20TH ST. VERO BEACH, FL 32960
PH. (772) 778-3573 FX. (772) 778-3577
MELBOURNE FL - PH (321) 253-3505
JACKSONVILLE FL - PH (772) 492-4900

COVB STANDARD UTILITY DETAILS

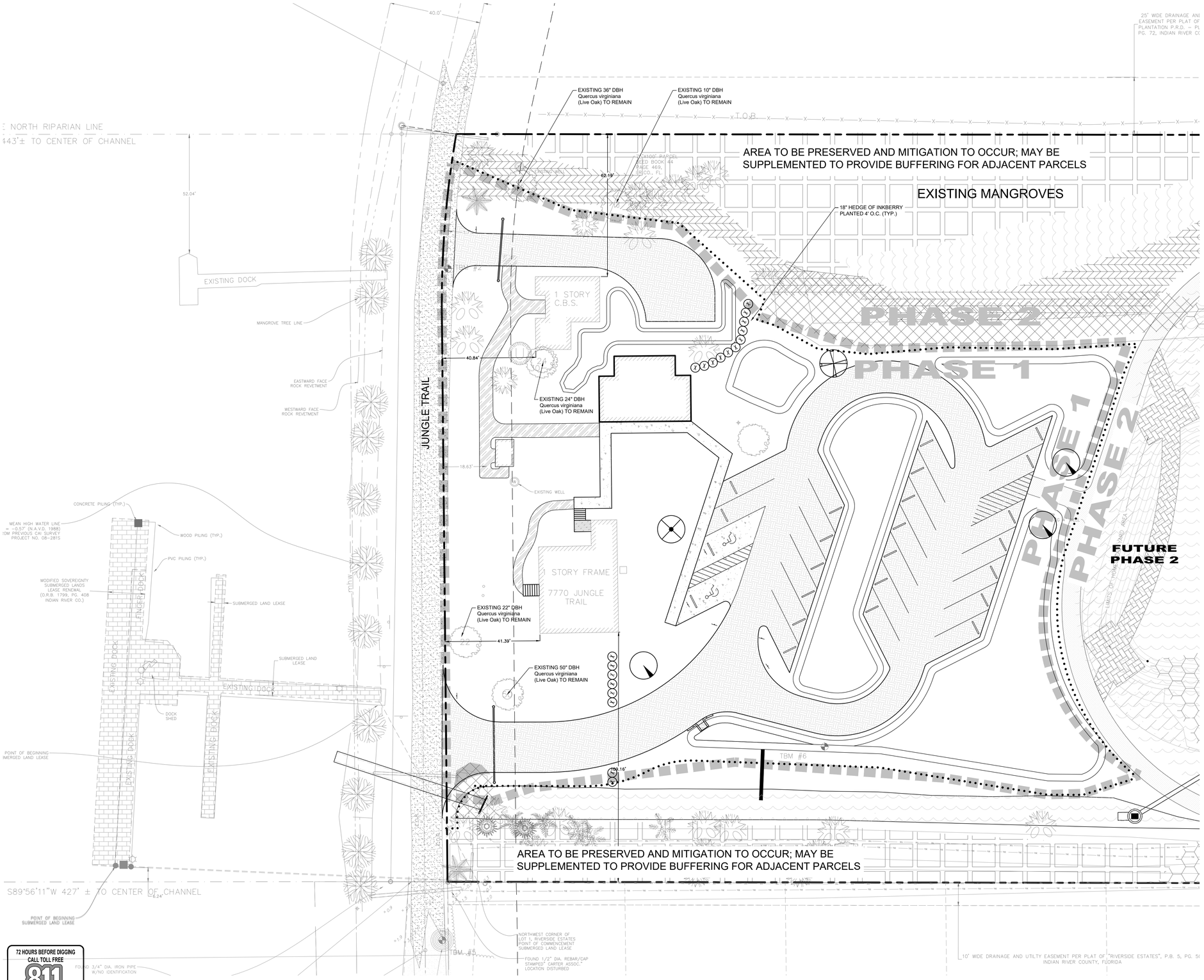
JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

INDIAN RIVER COUNTY FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C15
OF 17
17-0133



Planting Notes

1. **MATERIALS**

COMMON NAME	SCIENTIFIC NAME	MINIMUM SIZE	QUANTITY
GUMBO LIMBO	*Busera simbaruba*	15 GALLON	3
MASTIC	*Sideroxylon foetidissimum*	10 GALLON	1
GREEN BUTTONWOOD	*Conocarpus erectus*	7 GALLON	1
INKBERRY	*Scaevola plumieri*	3 GALLON	20

2. **GENERAL NOTES**
ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER PER THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II", PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

TREES TO BE PLANTED TO STANDARD DEPTHS, SET PLUMB AND BACKFILLED WITH EXISTING SOIL. DO NOT OVERLY COMPACT THE BACKFILL.

ALL TREES TO BE THOROUGHLY WATERED IN UPON INSTALLATION. TREES TO BE MONITORED BY CONTRACTOR THROUGHOUT THE CONSTRUCTION PERIOD TO ENSURE SUFFICIENT HYDRATION BASED ON CLIMATE, TEMPERATURE AND RAINFALL.

TREES MAY BE STAKED IN PLACE TO PROVIDE STABILITY. MATERIALS USED FOR STAKING MUST NOT RESULT IN DAMAGE TO BARK OR BRANCHES.

Parking Area Tree Calculation

12% OF THE TOTAL PAVED/ STABILIZED AREA SHALL BE PROVIDED WITH INTERIOR LANDSCAPE

TOTAL IMPERVIOUS PARKING AREA = 12,563 SF
12% OF 12,563 SF = 1,507.6 SF
CODE REQUIRES PLANTING 1 TREE/ 300 SF OF 1,507.6 SF ~ 5 TREES

PARKING AREA TREES REQUIRED = 5

PARKING AREA TREES PROVIDED = 5

Non-Vehicular Open Space Tree Calculation

TOTAL NON-VEHICULAR SITE AREA = (PH. 1 OPEN SPACE) - (30' JUNGLE TRAIL PROTECTED AREA)
= 44,666 SF - 9,779 SF
= 34,887 SF

CODE REQUIRES PLANTING 1 TREE/ 3,000 SF OF 34,887 SF ~ 12 TREES

Tree Preservation Credits

REQUIRED POINTS: MINIMUM 30

PROPOSED LANDSCAPE PLAN PLANTING SPECIFICATIONS

a) TREES 100% DROUGHT TOLERANT NATIVES: 10 POINTS
b) EXISTING OAK TREE PRESERVATION CREDIT:

SIZE OF TREE	CREDITS	# OF TREES	TOTAL CREDITS
20" OR MORE	8 CREDITS	4	32
13" TO 19"	6 CREDITS	0	0
7" TO 12"	4 CREDITS	1	4
3" TO 6"	2 CREDITS	0	0
2"	1 CREDIT	0	0

TOTAL TREE CREDITS: 36 CREDITS
TOTAL CREDITS FOR PROJECT: 46 CREDITS

NVOS TREES REQUIRED = 12 TREES

NVOS TREES PROVIDED = 36 TREES

Buffer Detail

NORTHERN BUFFER
INCLUDES CONSERVATION OF EXISTING MATURE MANGROVE AREA (WETLAND A) THAT VARIES BETWEEN 20 FEET AND 80 FEET. PROJECT INCLUDES CREATION OF NATIVE UPLAND BUFFER CONTIGUOUS TO MATURE MANGROVE. CREATED UPLAND BUFFER TO AVERAGE 15-20 FEET IN WIDTH. UPLAND BUFFER TO BE PLANTED WITH NATIVE SMALL TREE, SHRUB AND GROUNDCOVER SPECIES.

SOUTHERN BUFFER
INCLUDES CONSERVATION OF EXITING MATURE MANGROVE AREA (WETLAND C) THAT VARIES IN WIDTH BETWEEN 20-30 FEET. PROJECT INCLUDES ADDITIONAL BUFFER VIA THE CREATION OF 10 FT WIDE INFLUENT WETLAND FLOW-WAY ADJACENT TO WETLAND C THAT WILL BE VEGETATED WITH NATIVE SALT MARSH SPECIES

EXOTIC SPECIES SUCH AS BRAZILIAN PEPPER TO BE REMOVED FROM ALL BUFFER AREAS.

LEGEND

- PROPOSED STABILIZED DRIVE AND/OR PARKING
- PROPOSED CONCRETE
- PROPOSED WALKING PATH
- PROPOSED MARL WALKING PATH BETWEEN BUILDINGS
- EXISTING OAK TREE W/SIZE
- EXISTING MANGROVE TREE LINE
- EXISTING COCONUT PALM
- EXISTING CABBAGE PALM
- EXISTING CABBAGE PALM
- EXISTING ROYAL PALM
- EXISTING NORFOLK ISLAND PINE
- EXISTING WASHINGTON PALM
- PROPOSED *Bursera simaruba* (Gumbo Limbo) - 15 gal. Quantity: 3
- PROPOSED *Sideroxylon foetidissimum* (Mastic) - 10 gal. Quantity: 1
- PROPOSED *Conocarpus erectus* (Green Buttonwood) - 7 gal. Quantity: 1
- PROPOSED *Scaevola plumieri* (Inkberry) - 3 gal. Quantity: 20
- LIMITS OF CONSTRUCTION/ PHASE LINE

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

PHASE 1 LANDSCAPE PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

DATE	REVISIONS
01-20-2021	12 REMOVE SIDEWALK/RAMP TO BLDG.
3-22-2019	11 PHASING COORDINATION
04-28-2020	10 PARKING LOT GRADING
04-14-2020	9 BATHROOM BLDG. GRADING
03-16-2020	8 PATH GRADING
---	7 ---
---	6 ---
---	5 ---

JOB NO. 17-0133
DESIGNED ND
DRAWN RT
DATE 03-22-2018
CHECKED AS
DATE ISSUED 10/28/2019

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
3050 N. HWY A1A, SUITE 2B
INDIALANTIC, FL 32903
MELBOURNE, FL - PH (321) 253-3505
FT. PIERCE, FL - PH (772) 409-3505

LANDSCAPE PLAN

JONES PIER WETLAND RESTORATION AND CONSERVATION IMPROVEMENTS PHASE 1

INDIAN RIVER COUNTY, FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460 DATE:

SHEET
C16
OF 17
17-0133

INDIAN RIVER COUNTY
TRAFFIC ENGINEERING DIVISION
SPECIAL CONDITIONS
FOR RIGHT-OF-WAY CONSTRUCTION

SPECIAL CONDITIONS:

1. All work performed under this permit shall be in accordance with the Florida Department of Transportation Design Standards (https://www.fdot.gov/design/standardplans/current/default.shtm), 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

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 8
IRC Traffic Engineering Special Conditions for Right of Way Construction

Appendix 9
IRC Fertilizer Ordinance

ORDINANCE NO. 2013 - 012

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 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 "a*pply*" 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.

"*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

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 hydro-seeding 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.

(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*

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

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 20th day of August, 2013.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph E. Flescher, Chairman

ATTEST: Jeffrey R. Smith, Clerk of Court and Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
Dylan Reingold, County Attorney

EFFECTIVE DATE: This ordinance was filed with the Florida Department of State on the ____ day of _____, 2013.