

#### **Indian River County Purchasing Division**

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

## **Invitation to Bid**

Project Name: Jones' Pier Fruit Stand Replica Construction

Bid #: 2019042

Bid Bond Required: 5% if bid over \$25,000

Public Construction Bond Required: Yes, if total award is over \$100,000

Pre-Bid Meeting (Non-Mandatory) 10:00 a.m.

Friday, February 22, 2019
Jones' Pier Conservation Area

7770 Jungle Trail, Vero Beach, FL 32963

Bid Opening Date: March 8, 2019

Bid Opening Time: 2:00 P.M.

All bids must be received by the Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will be returned unopened.

PLEASE SUBMIT (1) ONE MARKED ORIGINAL AND (1) COPY OF YOUR BID.

**Refer All Questions to:** 

Email: <a href="mailto:purchasing@ircgov.com">purchasing@ircgov.com</a>

#### **ADVERTISEMENT FOR BID**

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

# Bid # 2019042 Jones' Pier Fruit Stand Replica Construction

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

Deadline for receipt of bids has been set for <u>2:00 P.M. on March 8, 2019.</u> Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Non-Mandatory pre-bid conference will be held at 10:00 a.m. on Friday, February 22, 2019, at the Jones' Pier Conservation Area, 7770 Jungle Trail, Vero Beach, FL 32963.

BID SECURITY in the sum of not less than five percent (5%) of the total bid must accompany each bid over \$25,000.

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

PURCHASING MANAGER INDIAN RIVER COUNTY

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

Date: February 11, 2019

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

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

## **Statement of No Bid**

Should you elect not to bid, please complete and send this page by email (<u>purchasing@ircgov.com</u>), fax (772-770-5140) or by mail to Indian River County Purchasing, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960.

Please select all of the following that apply. Our decision not to bid on the subject project was based on:
Project is located too far from our base of operations
Project value too low
Project specifications unclear (please explain below)
Material availability may be a challenge
Our current schedule will not allow us to perform
Unable to meet insurance requirements
Other:
Other:
General comments regarding the bid and/or plans and specifications:

Bidder Information Form			
Please return one copy of this form with your bid to assist us in learning more about where our solicitation opportunities are most often found.			
Please tell us how you found out this Request for Qualifications was released/available:			
Indian River Press Journal (TCPalm)			
Demandstar/Onvia			
Email from Purchasing Division			

Indian River County Web Site

Other (please describe):

Planroom (Please provide the name):

#### **Instructions to Bidders**

#### **General Terms and Conditions**

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

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

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

**Bid Submission:** All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by Indian River County. **Bids not submitted on the attached form(s) shall be rejected.** Submittal of one marked original bid and one copy is required otherwise instructed.

Bid Security and Public Construction Bond: Bid security must accompany each Bid over \$25,000, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security for bids over \$25,000 must be in the sum of not less than five percent (5%) of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter into a Contract with the County and furnish the required 100% Public Construction Bond/Payment and Performance Bonds and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction/Payment or Performance Bond will be required. Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

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

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

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

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

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

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

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

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

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

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

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

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

*Indemnification:* The successful Bidder shall indemnify and hold harmless the County, and its commissioners, officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable

attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor (or other appropriate party) in the performance of the construction contract.

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

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

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

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

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

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

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing, addressed and forwarded to Indian River County (<a href="mailto:purchasing@ircgov.com">purchasing@ircgov.com</a>) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall

be the responsibility of each bidder, prior to submitting their bid, to contact Indian River County's Purchasing Division at (772) 226-1416 to determine if addenda were issued and to make such addenda a part of their bid.

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

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

**Signed Bid Considered an Offer:** This signed bid shall be considered an offer on the part of the Bidder. Indian River County Board of County Commissioners shall deem the offer accepted upon approval.

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

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

**Public Entity Crimes:** Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**Suspension and Debarment:** Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

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

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

**Regulations:** It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

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

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

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

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

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

**Bid Protest:** Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

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

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

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

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

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

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

Licensure: Bidder must possess State of Florida General Contractor's license and be licensed by Indian River County.

#### Insurance:

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

Commercial General (Public) Liability,	Commercial General
other than Automobile	A. Premises / Operations
	B. Independent Contractors
\$1,000,000.00 Combined single limit	C. Products / Completed Operations
for Bodily Injury and Property Damage.	D. Personal Injury
If total contract is under \$25,000, then	E. Contractual Liability
\$500,000 Combined Single Limit is	F. Explosion, Collapse, and Underground Property Damage
Acceptable	G. Builder's Risk Insurance

#### Automobile

\$1,000,000.00 Combined single limit Bodily Injury and Damage Liability

If total contract is under \$25,000, then \$500,000 Combined Single Limit is Acceptable

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

Indian River County reserves the right to accept or reject any or all bids in whole or in part and waive all any technicality or irregularity.

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

End of General Terms and Conditions

## **Technical Specifications**

Indian River County has received a grant from the State of Florida, Division of Historical resources (DHR) to design and construct a replica of the historic Jones' Pier fruit stand on the Jones' Pier Conservation Area (see Attachment A for Location Map). The original fruit stand was built along Jungle Trail sometime in the late 1920's or early 1930's (refer to Attachment B for a Photo of the original fruit stand). The Jones family operated the fruit stand and the large pier on their property as a "hub" for waterfront commerce and as a social meeting place. Attachment B includes photos of the current dilapidated condition of the fruit stand, which will be demolished by the County and is not included in this scope.

The County contracted with an architect and engineer to design plans for a replica of the original fruit stand. Attachment C includes the engineered plans and accompanying specifications for the fruit stand construction. The re-constructed fruit stand will be located slightly east of the location of the existing fruit stand, and elevated to reduce the potential effects of future storm events. Refer to plan in Attachment D for details on the proposed location and elevation of the replica. The DHR grant requires that the construction of the fruit stand replica be completed by June 30, 2019.

#### **General**

- Bid price must include cost for mobilization, site preparation, construction of the fruit stand replica, and any other required elements of the project.
- Bidders must include a summary of any specific conditions required for the construction as part of their bid package (Affidavit of Compliance Form).
- Bidders must submit a proposed schedule for completion of the project.
- Awarded Contractor must provide the County with a schematic depicting all proposed staging areas prior to the initiation of construction. The schematic will be subject to the review and approval of the County.
- Contractor will be required to secure a Building Permit from the County for the project.

**End of Technical Specifications** 

Bid Form					
Jones' Pier Fruit Stand Replica Construction					
Bid #: 2	2019042				
Bid Opening Date and Time:	March 8, 2019		2:00 P.M.		
:	Purchasing Division 1800 27 <sup>th</sup> Street Vero Beach, FL 32960				
The following addenda are hereby acknowledged:					
Addendum Number	Date				
Summary of specific conditions for this project:        Z. Brief description of experience with similar projects					
3. Proposed Schedule of Work					
Work item  Building Permit Application Submittal  Mobilization (based on receipt of Building Permit)  Site Preparation (Construction Limit Delineation, Stak Grading, etc.)	ing, Fill Import	# of Days after	Notice to Proceed		
Fruit Stand Construction Final Inspection					

#### 4. References:

Entity/Client		
	Year	
Location of Service	Complete	d:
Client Contact Name		
Email	Phone:	
Email  Description of project	Phone:	
	Phone:	
	Phone:	
	Phone:	

Entity/Client		
	Year	
Location of Service	Completed:	
Client Contact Name		
Email	Phone:	
	11101101	
Description of project		

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

Item	Bid Price
1. Application for Building Permit (do not include permit fee)	\$
2. Mobilization	\$
3. Site Survey	\$
4. Site Preparation	\$
5. Import Fill and Site Grading	\$
6. Fruit Stand Construction (includes labor, materials, and any required inspections)	\$

**Total Bid Price in Words** 

Project completion time after receipt of "Notice	to Proceed" or PO:	DAYS
The undersigned hereby certifies that they solicitation and agree to furnish at the price all instructions, conditions, specifications, at the provisions of this solicitation shall not be additional compensation.	es shown any or all of the ite and attachments hereto. Fai	ms above, subject to lure to have read al
Company Name:		
Company Address:		
City, State		Zip Code
Геlephone:	Fax:	
E-mail:		
Business Tax Receipt Number:	FEIN Nu	mber:
Authorized Signature:		Date:
Name:	Title:	
(Type / Printed)		

#### DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that	
does:	
(Name of Business)	

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

As the person authorized to sign the state requirements.	tement, I certify that this firm complies fully with the above
Company Name	
Bidder's Signature	

Date:\_\_\_\_

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

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

2019042 for Jones' Pier Fruit Stand Replica Construction
This sworn statement is submitted by:
(Name of entity submitting Statement)
whose business address is:
and its Federal Employer Identification Number (FEIN) is
My name is (Please print name of individual signing)
(Please print name of individual signing)
and my relationship to the entity named above is
I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, m
The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
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.
Based on information and belief, the statement, which I have marked below, is true in on to the entity submitting this sworn statement. [Please indicate which statement es.]
_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in

_	the entity, have any de, with any County Co		lefined in section 105.08, Indian bunty employee.
executives, part	ners, shareholders, en the entity have the fo	nployees, membe	more of the officers, directors, ers, or agents, who are active in hips with a County Commissioner
Name of Affiliate Relationship	Name of or entity	County Commissi	oner or employee
			(Signature)
			(Date)
STATE OF			
COUNTY OF			
			day of,
20, by who has produced identification.		, wh	no is personally known to me or as
			NOTARY PUBLIC
		SIGN:	
		PRINT:	Notary Public, State at large My Commission Expires:
			(Seal)

# CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your bid)

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

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

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

Name of Respondent:	
Ву:	
(Authorized Signature)	
Title:	
Date:	

#### Sample Agreement

**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER)

and \_

(hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **ARTICLE 1 - WORK**

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

Site preparation and construction of a fruit stand based on the Architectural Plans and Engineering Drawings included as part of the bid package.

#### **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name: Jones Pier Fruit Stand Replica Construction

Bid Number: 2019042

Project Address: 7700 Jungle Trail, Vero Beach, FL 32963

#### **ARTICLE 3 - CONTRACT TIMES**

- 3.01 Time of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.
- 3.02 Days to Achieve Substantial Completion, Final Completion and Final Payment
  - A. The Work will be completed and ready for final payment on or before June 15, 2019.

#### **ARTICLE 4 - CONTRACT PRICE**

- 4.01 OWNER shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.B, below:
  - A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.
  - B. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:

Numerical Amount:	\$ <u> </u>	 	
Written Amount:			

#### **ARTICLE 5 - PAYMENT PROCEDURES**

#### 5.01 Method of Payment

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

5.02 Acceptance of Final Payment as Release

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

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

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

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

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

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Invitation to Bid documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

#### **ARTICLE 8 - CONTRACT DOCUMENTS**

#### 8.01 Contents

A.	The C	Contract Documents consist of the following:
	(1)	This Agreement (pages 1 to, inclusive);
	(2)	Notice to Proceed
	(3)	Public Construction Bond (pages to, inclusive);
	(4)	Certificate of Liability Insurance
	(5)	Invitation to Bid 2019042
	(6)	Addenda (numbers to, inclusive);
	(7)	CONTRACTOR'S Bid Form (pages to, inclusive);

- (8) Bid Bond (pages \_\_ inclusive);
- (9) Drug Free Workplace Form (pages \_\_\_ to \_\_\_, inclusive)
- (10)Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages \_\_ to \_\_, inclusive);
- (11) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (12) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments;
  - b) Work Change Directives;
  - c) Change Order(s).

#### **ARTICLE 9 - MISCELLANEOUS**

- 9.01 *Terms* 
  - A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.
- 9.02 Assignment of Contract
  - A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.03 Successors and Assigns
  - A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 9.04 Severability
  - A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be

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

#### 9.05 Venue

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

#### 9.06 Public Records Compliance

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.
- B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

**Indian River County Office of the County Attorney 1801 27**<sup>th</sup> **Street** 

#### Vero Beach, FL 32960

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

#### Article 10: TERMINATION OF CONTRACT

- A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:
  - (1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;
  - (2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;
  - (3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;
  - (4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or
  - (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
  - (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
- (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINIATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of respondent as defined 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.

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, 2 Indian River County Board of County Commissioners, where the county Board of County Commissioners are considered as the county Board of County Commissioners, where the county Board of County Commissioners are considered as the county Board of County Commissioners are considered as the county Board of County Count	
OWNER:	CONTRACTOR:
INDIAN RIVER COUNTY	
By: Bob Solari, Chairman	By:(Contractor)
By:	(CORPORATE SEAL)
Jason E. Brown, County Administrator	Attest
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	
By:	
Dylan Reingold, County Attorney	Address for giving notices:
Jeffrey R. Smith, Clerk of Court and Comptroller	
Attest:	License No(Where applicable)
Deputy Clerk (SEAL)	Agent for service of process:
Designated Representative: Name:	Designated Representative:
Title:	Name:
Address:	Title:
Phone Email	Address:
	Dhone
	Phone: Email:
	(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

#### **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

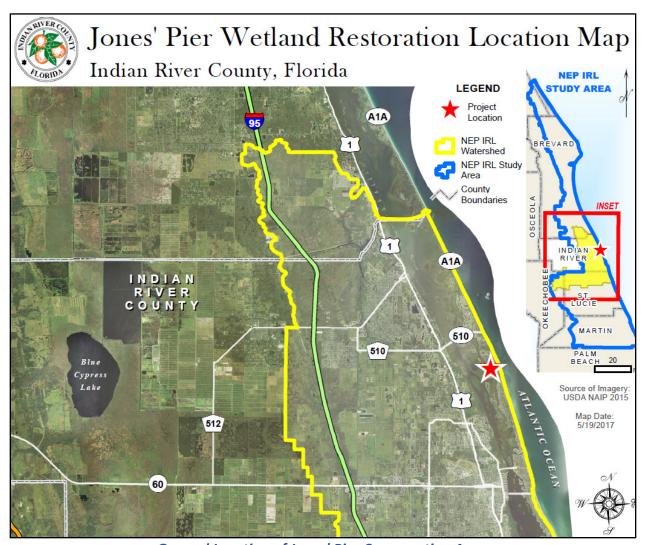
All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

#### PUBLIC CONSTRUCTION BOND

	Bona No.
	(enter bond number)
\$, for payment of which we bir successors, and assigns, jointly and severally. THE CONDITION OF THIS BOND is that if Princip	
times and in the manner prescribed in the contract. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supprosecution of the work provided for in the contract. Pays Owner all losses, damages, expense proceedings, that Owner sustains because of a detail the contract, then this bond is void; otherwise it Any action instituted by a claimant under this bor and time limitation provisions in Section 255.05(2)	as defined in Section 255.05(1), Florida Statutes, oplies, used directly or indirectly by Principal in the ct; and es, costs, and attorney's fees, including appellate efault by Principal under the contract; and ials furnished under the contract for the time specified remains in full force. In accordance with the notice of the payment must be in accordance with the notice of the payment must be in accordance with any formalities and compliance or noncompliance with any formalities.
DATED ON,	
	(Name of Principal)
	By(As Attorney in Fact)
	(Name of Surety)

# Attachment A – Location Map

## **Attachment A – Project Location**



General Location of Jones' Pier Conservation Area



Location of Jones' Pier Conservation Area Along Jungle Trail

## **Attachment B – Photos**

# ATTACHMENT B SITE PHOTOS



Milton Jones in front of the historic Fruit Stand (~1930)



Existing fruit stand along Jungle Trail



View of existing fruit stand

# Attachment C – Engineered Plans

CODE REVIEW FOR HISTORICAL STRUCTURAL REPLACEMENT FOR JONES FRUIT STAND (81R1784) ATJONES PIER, VERO BEACH/ORCHID ISLAND, INDIAN RIVER COUNTY FLORIDA

**ARCHITECT'S PROJECT #2018-23.001/2.0** 

**DATE: JANUARY 14, 2019** 

## **SCOPE OF WORK**

The Jones Fruit Stand is a one-story frame vernacular utilitarian building constructed as A retail fruit stand for the adjacent grove owner. It lies immediately adjacent to the east side of Jungle Trail which during its heyday allowed for easy access to passing residents/customers. The structure and its early enterprise represent a bygone era of local citrus production and distribution designed to supplement the Jones' family income.

The Jones Fruit Stand has a side facing gable roof surfaced with sheet metal in a V-crimp pattern. The exterior finish is a vertical board siding. There are two bays for displaying merchandise on the main elevation. The openings are presently boarded up.

The building is largely unaltered from its most recent renovation or replacement. It should be noted that the original fruit stand was built in the 1920's or 1930's according to a local historian (Ruth Standbridge, 2018 personal communication). A photograph of its early condition reveals a structure of apparent similar size and location, but the original structure has V-crimped siding. The date of its latest renovation/replacement is unknown. However, at the time of survey, the fruit stand is shown in a deteriorated condition. The roof in particular appears to be deteriorated with parts of the surfacing missing compromising the weathertight integrity of the interior. As noted in the FAS report, this structure suffered some flooding damage as a result of recent hurricanes.

The intention is to demolish the existing Fruit Stand, size 8' w x 12' long and to replace it with a similar structure and materials that echo the Building materials and construction techniques of the 1920's or 1930's

The Structure will be de-void of Electrical, Plumbing or Air Conditioning systems and will never be occupied.

# **CODE REFERENCES**

Florida Building Code 2017 – Building Florida Building Code 2017 – Existing Buildings Florida Fire Prevention Code 6<sup>th</sup> Edition

# **CODE REVIEW**

Unless noted to the contrary all Code References refer to FBC 2017- Existing Buildings.

- USE AND OCCUPANCY CLASSIFICATION FBC CH.3; FBC 312.1; UTILITY AND MISCELLANEOUS GROUP "U"
- HISTORICAL BUILDINGS FBC CH. 12; FBC 1201.3 EX 4

# I) Flood Hazard Areas

FBC 1201.3 EX 4 The re-built Fruit Stand will be located in an existing Flood Hazard area. However, the substantial improvements are not required to comply with Section 1612 of the Florida Building Code, Building, since the Florida Department of State, in DHR project File No. 2018-22483-B, dated August 30, 2018, determined the Fruit Stand is eligible for listing in the National Register of Historic places, either individually or as a contributing property in a district. As such, after the proposed work is completed, it is not considered to be a substantial improvement.

# II) <u>Compliance</u>

# FBC Section 1205

One of the main requirements issued by the State of Florida, in order to secure the funding to re-build this historic structure, is that the Fruit Stand must be re-built to its original design and utilizing original materials, i.e. reproducing a replica.

It is not intended to occupy the structure, therefore no hazard will be created or continued through noncompliance.

End of Code Review

# REPLACEMENT OF JONES' PIER CONSERVATION AREA HISTORIC FRUIT STAND INDIAN RIVER COUNTY PARKS DIVISION

INDIAN RIVER COUNTY, FLORIDA

JANUARY 15, 2019 BID SET

STRUCTURAL ENGINEER MBV ENGINEERING INC.

1835 20th Street Vero Beach, Florida 32960 Tel.: 772/569-0035 Fax.: 772/569-3617



& Associates, Architects P.A.

609 17th Street Vero Beach, FL 32960 Tel.772.794.2929 Fax.772.562.8600 www.donadio-arch.com License No. AAOOO2238

# INDEX OF DRAWINGS

I/O Dwg. No Drawing Name AO.10 COVER SHEET / ICODE REVIEW /INDEX OF DRAWINGS

# ARCHITECTURAL DRAWINGS

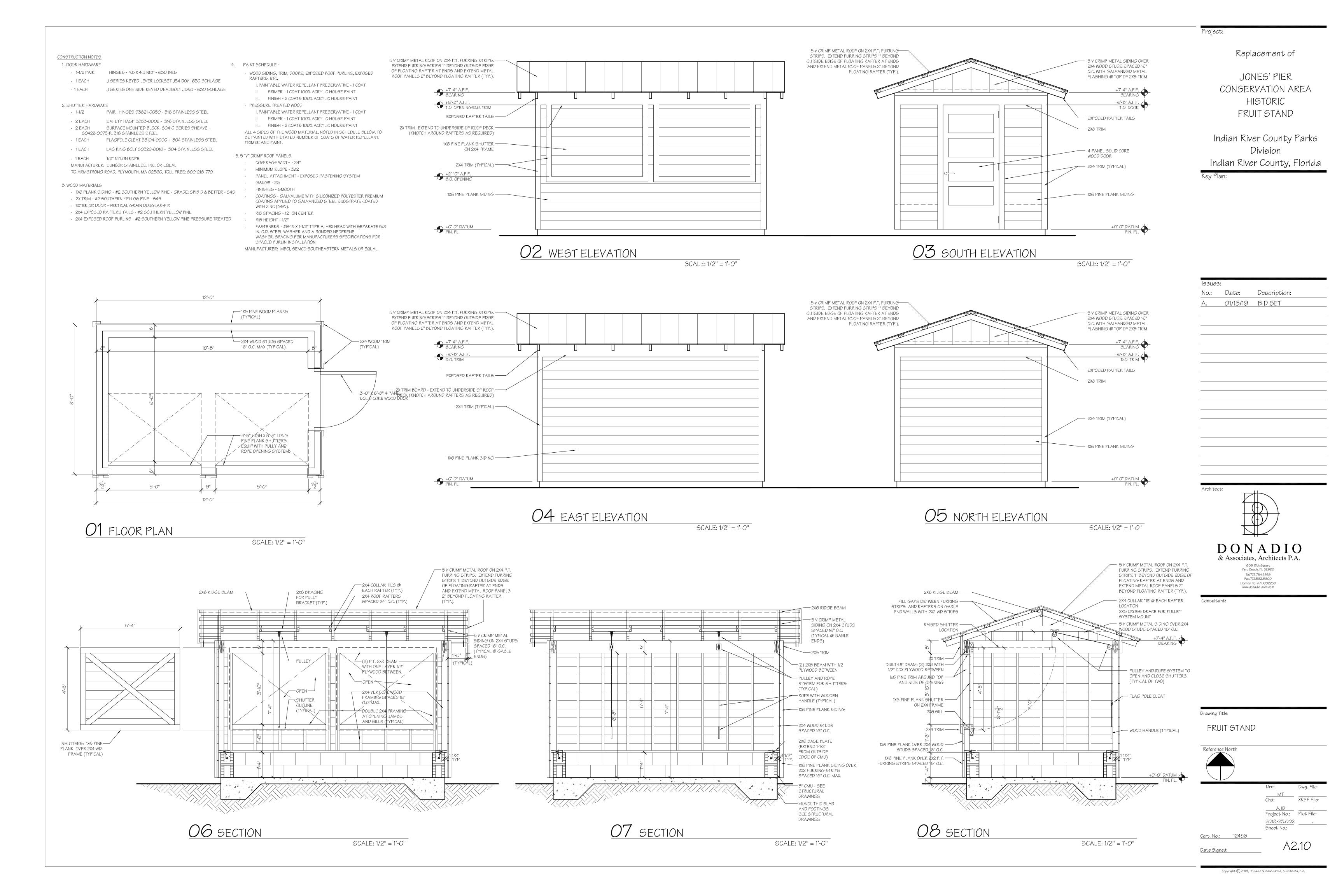
I/O Dwg. No Drawing Name

A2.10 FLOOR PLAN, ELEVATIONS, SECTIONS

# STRUCTURAL DRAWINGS

I/O Dwg. No Drawing Name STRUCTURAL NOTES

FOUNDATION PLAN, FRAMING PLAN, ROOF ZONES, SECTIONS AND STRUCTURAL DETAILS



## STRUCTURAL-GENERAL NOTES

# **DESIGN CRITERIA AND LOADS:**

ROOF DEAD LOAD

- 1. WIND DESIGN: WIND SPEED (MPH) V(ADJ)=127 V(ULT)=160 RISK CATEGORY EXPOSURE CATEGORY
- ENCLOSURE CLASSIFICATION PARTIALLY ENCLOSED INTERNAL PRESSURE COEFFICIENT CPI =+/- 0.55 TOPOGRAPHIC FACTOR KZT =1.0
- DESIGN LIVE LOADS ROOF LIVE LOAD DESIGN DEAD LOADS:
- THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY THE STRUCTURAL ENGINEER OF RECORD (SER) OF ANY ARCHITECTURAL, MECHANICAL, ELECTRICAL, OR PLUMBING LOAD IMPOSED ONTO THE STRUCTURE THAT DIFFERS FROM, OR THAT IS NOT DOCUMENTED ON THE ORIGINAL CONTRACT DOCUMENTS (ARCHITECTURAL/ STRUCTURAL/ MECHANICAL/ ELECTRICAL OR PLUMBING DRAWINGS). PROVIDE DOCUMENTATION OF LOCATION, LOAD, SIZE AND ANCHORAGE OF ALL UNDOCUMENTED LOADS IN EXCESS OF 400 POUNDS. PROVIDE MARKED-UP STRUCTURAL PLAN INDICATING LOCATIONS OF ANY NEW EQUIPMENT OR LOADS. SUBMIT PLANS TO THE ARCHITECT/ENGINEER FOR REVIEW PRIOR TO INSTALLATION.
- LOADS ON THE STRUCTURE DURING CONSTRUCTION SHALL NOT EXCEED THE DESIGN LOADS AS NOTED IN DESIGN CRITERIA & LOADS BELOW OR THE CAPACITY OF PARTIALLY COMPLETED CONSTRUCTION AS DETERMINED BY THE CONTRACTOR'S SSE FOR BRACING/SHORING.

#### **GENERAL REQUIREMENTS**

- 1. PLAN AND DETAIL NOTES AND SPECIFIC LOADING DATA PROVIDED ON INDIVIDUAL PLANS AND DETAIL DRAWINGS SUPPLEMENTS INFORMATION IN THE STRUCTURAL GENERAL
- THE STRUCTURAL DESIGN AND CONSTRUCTION OF THIS PROJECT IS GOVERNED BY THE "FLORIDA BUILDING CODE (FBC)", SIXTH EDITION, HEREAFTER REFERRED TO AS THE FBC, AS ADOPTED AND MODIFIED BY THE AUTHORITY HAVING JURISDICTION (AHJ).
- WHERE OTHER STANDARDS ARE NOTED IN THE DRAWINGS, USE THE LATEST EDITION OF THE STANDARD UNLESS A SPECIFIC DATE IS INDICATED. REFERENCE TO A SPECIFIC SECTION IN A CODE DOES NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE ENTIRE STANDARD
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING DETAILS AND ACCURACY OF THE WORK WITH ARCHITECT, ENGINEER(S) AND OTHER TRADES; FOR CONFIRMING AND CORRELATING ALL QUANTITIES AND DIMENSIONS; FOR SELECTING FABRICATION PROCESSES; FOR TECHNIQUES OF ASSEMBLY; AND FOR PERFORMING WORK IN A SAFE AND SECURE MANNER
- IN CASE OF DISCREPANCIES BETWEEN THE GENERAL NOTES, SPECIFICATIONS PLAN/DETAILS, REFERENCE STANDARDS, THE ARCHITECT/ENGINEER SHALL DETERMINE WHICH SHALL GOVERN. SHOULD ANY DISCREPANCY BE FOUND IN THE CONTRACT DOCUMENTS, THE CONTRACTOR WILL BE DEEMED TO HAVE INCLUDED IN THE PRICE THE MOST EXPENSIVE WAY OF COMPLETING THE WORK, UNLESS PRIOR TO THE SUBMISSION OF THE PRICE, THE CONTRACTOR ASKS FOR A DECISION FROM THE ARCHITECT/ENGINEER AS TO WHICH SHALL GOVERN. ACCORDINGLY, ANY CONFLICT IN OR BETWEEN THE CONTRACT DOCUMENTS SHALL NOT BE A BASIS FOR ADJUSTMENT IN THE
- THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION AND ALL JOB RELATED SAFETY STANDARDS SUCH AS OSHA AND DOSH (DEPARTMENT OF OCCUPATIONAL SAFETY AND HEALTH).
- THE STRUCTURAL DRAWINGS ARE INTENDED TO SHOW THE GENERAL CHARACTER AND EXTENT OF THE PROJECT AND ARE NOT INTENDED TO SHOW ALL DETAILS OF THE WORK. ARCHITECTURAL DRAWINGS SHALL GOVERN THE WORK FOR ALL DIMENSIONS.
- ALTERNATE PRODUCTS OF SIMILAR STRENGTH, NATURE AND FORM FOR SPECIFIED ITEMS MAY BE SUBMITTED WITH ADEQUATE TECHNICAL DOCUMENTATION TO THE ARCHITECT/ENGINEER FOR REVIEW. ALTERNATE MATERIALS THAT ARE SUBMITTED WITHOUT ADEQUATE TECHNICAL DOCUMENTATION THAT SIGNIFICANTLY DEVIATE FROM THE DESIGN INTENT OF MATERIALS SPECIFIED MAY BE RETURNED WITHOUT REVIEW. ALTERNATES THAT REQUIRE SUBSTANTIAL EFFORT TO REVIEW WILL NOT BE REVIEWED UNLESS AUTHORIZED BY THE OWNER.
- ALL BUILDING SITES SHALL BE GRADED TO PROVIDE DRAINAGE UNDER ALL PORTIONS OF THE BUILDING AND AROUND THE BUILDING PERIMETER TO ALLOW DRAINAGE AWAY FROM THE STRUCTURE.
- CHANGES AND ADDITIONS MADE ON RE-SUBMITTALS SHALL BE CLEARLY CLOUDED AND NOTED. ARCHITECT/ENGINEER REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE
- DISCREPANCIES, OMISSIONS, OR INCONSISTENCIES WITH APPLICABLE CODE REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE SUBMITTING A BID OR PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL ADJACENT UNDERGROUND UTILITIES PRIOR TO EARTHWORK, FOUNDATIONS, SHORING, AND EXCAVATION, ANY UTILITY INFORMATION SHOWN ON THE DRAWINGS AND DETAILS IS APPROXIMATE AND NOT NECESSARILY COMPLETE.
- 13. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE. CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE PROCEEDING WITH THE WORK

# STRUCTURAL CERTIFICATION

STRUCTURES

- 1. I CERTIFY THAT THE PLANS AND SPECIFICATIONS COMPLY WITH THE STRUCTURAL PORTION OF THE FLORIDA BUILDING CODE SIXTH EDITION.
- 2. I ALSO CERTIFY THAT STRUCTURAL ELEMENTS DEPICTED ON THESE PLANS PROVIDE ADEQUATE RESISTANCE TO THE WIND LOADS SPECIFIED IN SECTION 1609 IN THE FBC.

# FOUNDATION AND SLABS ON GRADE

- 1. FOUNDATION IS DESIGNED BASED ON PRESUMPTIVE SAFE ALLOWABLE BEARING PRESSURE OF 1,500 PSF. CONTRACTOR SHALL VERIFY THAT THE MINIMUM BEARING PRESSURE IS OBTAINED PRIOR TO FOOTING PLACEMENT.
- REINFORCED FOUNDATION REQUIREMENTS USED IN THE DESIGN:
- a. MINIMUM DEPTH BELOW FINISHED GRADE.. b. MAXIMUM ALLOWABLE BEARING CAPACITY. ..1,500 PSF
- 200 PCI c. MODULUS OF SUBGRADE REACTION...
- d. PASSIVE LATERAL PRESSURE.
- e. ACTIVE LATERAL PRESSURE (UNRESTRAINED).
- f. ACTIVE LATERAL PRESSURE (RESTRAINED)...
- g. COEFFICIENT OF SLIDING FRICTION...
- ALL FOUNDATION CONCRETE SHALL BE CAST IN THE DRY. DEWATERING OPERATION SHALL BE DONE IN SUCH A WAY THAT GROUND WATER LEVELS OUTSIDE THE SITE WILL BE MAINTAINED TO AVOID SETTLEMENT AND DAMAGE TO NEARBY BUILDINGS AND
- THE CONCRETE STRENGTHS SHOWN IN THE FOLLOWING TABLE ARE THE MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS AND THE WATER/CEMENT RATIO IS THE MAXIMUM. THE SPECIFIED SLUMP IS THE MAXIMUM PRIOR TO THE ADDITION OF ADMIXTURES. CONCRETE SHALL BE STANDARD WEIGHT CONCRETE (145 PCF).
- STRENGTH AGG SLUMP WATER/CEMENT (IN) (IN) SLAB ON GRADE (STRUCTURAL) 3,000 3/4 4-6
- REMOVE AND REPLACE MINIMUM 1 FEET OF EXISTING SOIL BELOW FOUNDATION WITH COMPACTED, MOISTURE-TREATED, NON-EXPANSIVE FILL MATERIAL. FILL AREA SHALL EXTEND 1 FOOT BEYOND FOUNDATION FOOTPRINT
- FOR SITE PREPARATION, REMOVE DELETERIOUS MATERIAL SUCH AS VEGETATION, ORGANIC SOILS AND ROOT ZONES, EXISTING FILL, OR LOOSE, SOFT FROZEN, OR OTHERWISE UNSUITABLE MATERIALS FROM BELOW THE PROPOSED FOUNDATION AREAS.
- SOIL BENEATH SLABS AND FOOTINGS SHALL BE EXCAVATED AS REQUIRED TO REMOVE ALL ORGANIC AND DELETERIOUS MATERIALS. PLACE CLEAN SAND FILL IN MAXIMUM OF 12 INCH LIFTS. SUBGRADE AND EACH LIFT SHALL BE COMPACTED TO A MINIMUM OF 95
- PERCENT OF ITS MODIFIED PROCTOR VALUE IN ACCORDANCE WITH ASTM D 1557. SUBGRADE SHALL BE UNIFORM OVER THE ENTIRE FOUNDATION AREA. DEPRESS SLABS ON GRADE FOR FLOOR FINISHES PER ARCHITECTURAL DRAWINGS.
- FOUNDATIONS SHALL BEAR ON EITHER COMPETENT NATIVE SOIL OR COMPACTED STRUCTURAL FILL AS PER THE GEOTECHNICAL REPORT. EXTERIOR PERIMETER FOOTINGS

- OTHERWISE NOTED ON PLANS).
- 11. TOPS OF FOOTINGS AND SLABS ON GRADE SHALL BE AS SHOWN ON PLANS WITH VERTICAL CHANGES AS INDICATED WITH STEPS IN THE FOOTINGS; LOCATIONS OF STEPS SHOWN AS APPROXIMATE AND SHALL BE COORDINATED WITH THE CIVIL GRADING PLANS TO ENSURE THAT THE EXTERIOR PERIMETER FOOTINGS BEAR NO LESS THAN 24 INCHES BELOW FINISH GRADE, OR AS OTHERWISE INDICATED BY THE GEOTECHNICAL ENGINEER OR BUILDING OFFICIAL
- NON-EXPANSIVE BACKFILL SHALL BE PLACED IN CONTROLLED LIFTS NOT TO EXCEED 12 INCHES AND SHALL BE COMPACTED TO AT LEAST 95% OF LABORATORY MAXIMUM DENSITY (ASTM D 1557).
- 13. AREA DRAINAGE SHALL BE DIRECTED AWAY FROM THE FOUNDATION.
- 14. GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SHORING, SHEETING AND BRACING OF EXCAVATIONS.
- GENERAL CONTRACTOR SHALL INSTALL ALL PIPE SLEEVES, BOXED OPENINGS, ANCHOR BOLTS, ETC., AS REQUIRED FOR THE VARIOUS TRADES. WALL POCKETS TO RECEIVE BEAMS AND SLABS SHALL BE PROVIDED AS REQUIRED FOR THE SUPER-STRUCTURE. SHOP DRAWINGS SHOWING THE POSITION OF OPENINGS SHALL BE SUBMITTED TO THE CONTRACTING OFFICER PRIOR TO PLACEMENT OF CONCRETE.

## **CONCRETE MASONRY**

- CONCRETE MASONRY WORK SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE REQUIREMENTS FOR MASONRY, AND REQUIREMENTS AND SPECIFICATIONS FOR
- MASONRY STRUCTURES ACI 530 / ASCE 6 (LATEST EDITION). ALL MASONRY WORK SHALL CONFORM TO ACI 530/ASCE 6 STANDARDS, LATEST EDITION.
- MOISTURE CONTENT OF BLOCKS SHALL NOT EXCEED 35% OF TOTAL ABSORPTION AT THE TIME OF PLACEMENT.
- BLOCK UNITS SHALL CONFORM TO FLORIDA CONCRETE AND PRODUCTS ASSOCIATION SPECIFICATION "CM-1"
- MAXIMUM LINEAR SHRINKAGE FOR BLOCK UNITS USED FOR EXTERIOR WALL SHALL NOT EXCEED .04%.
- CONCRETE MASONRY UNITS SHALL BE IN CONFORMANCE WITH ASTM C 90, GRADE N, TYPE II. MASONRY UNITS SHALL BE TESTED IN ACCORDANCE WITH ASTM C 140 AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 1900 PSI MINIMUM BASED ON THE NET CROSS SECTIONAL AREA.
- TESTING TO BE DONE FOLLOWING ASTM C 140 "SAMPLING AND TESTING OF CONCRETE MASONRY UNITS".
- USE ALL GROUT CONFORMING TO ASTM C 476 WITH A MIN. COMPRESSIVE STRENGTH OF 3000 PSI IN 28 DAYS, TESTED IN ACCORDANCE WITH ASTM C 39, COARSE TYPE WITH MAX. AGGREGATE SIZE OF 3/8" AND SLUMP OF 8" TO 11". TEST SAMPLES FOR COMPRESSIVE STRENGTH EVERY 30 YARDS OR EA DAY OF GROUTING. 2,800 PSI PUMP MIX READY MIX CONCRETE MADE WITH MAX. 3/8" AGGREGATE AND MAX. 9" SLUMP IS ACCEPTED ALTERNATE. NO ADMIXTURES WILL BE PERMITTED IN MORTAR.
- GROUT FOR POURING SHALL BE A FLUID CONSISTENCY
- USE TYPE "M" MORTAR IN CONFORMANCE WITH ASTM C 270, AND ASTM C 780, TYPES (DO NOT USE MASONRY CEMENT). MORTAR SHALL BE FRESHLY PREPARED AND UNIFORMLY
- 11. REMOVE MORTAR PROTRUDING INTO CELL CAVITIES THAT ARE TO BE REINFORCED AND GROUTED. ALLOW A MIN. OF 24 HOURS FOR MORTAR TO CURE BEFORE PLACING GROUT.
- REINFORCING STEEL SHALL CONFORM TO ASTM A 615 GRADE 60, FY = 60,000 PSI. ALL SPLICES (LAPS) AND CORNER BARS SHALL BE MINIMUM 30 INCHES OR AS SHOWN ON DRAWINGS. EPOXY COATED BARS SHALL HAVE THEIR LAP LENGTHS 50% GREATER THAN
- USE PRESSURE-TREATED WOOD FOR ALL WOOD IN CONTACT WITH MASONRY.
- DO NOT STACK MASONRY UNITS MORE THAN 2' -8" HIGH AND IN PALLETS OF 4'x4' MAXIMUM SURFACE AREA AND NO LESS THAN 8 FT. AWAY FROM EACH OTHER.
- HEAD AND BED JOINTS SHALL BE 3/8" THICK EXCEPT STARTING JOINT AT FOUNDATION WHICH SHALL BE 1/4" MINIMUM AND 3/4" MAXIMUM. ALL UNITS SHALL BE LAID WITH FULL MORTAR COVERAGE OF THE FACE SHELLS IN BOTH HORIZONTAL AND VERTICAL OR
- INTERSECTING WALLS SHALL BE INTERLOCKED WITH RUNNING BOND.
- WHERE VERTICAL REINFORCEMENT IS REQUIRED PROVIDE ONE PIECE, NO SPLICES, CENTERED IN THE WALL UNLESS SPECIFICALLY DETAILED. OTHERWISE.PROVIDE VERTICAL SUPPORT SPACERS AT 200 REINFORCEMENT DIAMETERS MAXIMUM BUT NOT EXCEEDING 10 FEET. THE CONTRACTOR HAS THE OPTION TO USE ADDITIONAL LAP SPLICES FOR THE PLACEMENT OF THE VERTICAL REINFORCING.
- ALL REINFORCED HOLLOW UNIT MASONRY SHALL BE BUILT TO PRESERVE THE UNOBSTRUCTED VERTICAL CONTINUITY OF THE CELLS TO BE FILLED. WALLS AND CROSS WEBS FORMING SUCH CELLS TO BE FILLED SHALL BE FULL-BEDDED IN MORTAR TO PREVENT LEAKAGE OF GROUT. ALL HEAD (OR END) JOINTS SHALL BE SOLIDLY FILLED WITH MORTAR FOR A DISTANCE IN FROM THE FACE OF THE WALL OR UNIT NOT LESS THAN THE THICKNESS OF THE LONGITUDINAL FACE SHELLS. BOND SHALL BE PROVIDED BY LAPPING UNITS IN SUCCESSIVE VERTICAL COURSES OR BY EQUIVALENT MECHANICAL
- VERTICAL CELLS TO BE FILLED SHALL HAVE VERTICAL ALIGNMENT SUFFICIENT TO MAINTAIN A CLEAR, UNOBSTRUCTED, CONTINUOUS VERTICAL CELL MEASURING NOT LESS THAN 3" AND HAVING A CLEAR AREA OF 10 SQUARE INCHES.
- 20. REINFORCING BARS REQUIRE A MINIMUM CLEAR DISTANCE OF 1/4" FOR FINE GROUT OR 1/2" FOR COURSE GROUT BETWEEN ANY MASONRY FACE. A MINIMUM 2" COVER FROM THE EXTERIOR FACE OF THE BLOCK TO THE REINFORCING INCLUDING GROUT SHALL ALSO BE OBSERVED
- 21. FOR REINFORCING CONGESTION KNOCK OUT BLOCKS TO BE USED TO FACILITATE
- 22. USE MINIMUM 1 #5 IN FILLED CELL AT WALL INTERSECTIONS, EACH SIDE OF OPENINGS IN
- THE WALL AND AT THE ENDS OF WALLS UNLESS NOTED IN PLANS TO BE DIFFERENT. 23. ALL CELLS CONTAINING REINFORCING OR EMBEDDED ITEMS SHALL BE SOLID GROUTED. 24. CLEANOUT OPENINGS SHALL BE PROVIDED AT THE BOTTOM OF ALL CELLS TO BE FILLED
- IN EACH POUR OF GROUT WHERE SUCH GROUT POUR IS IN EXCESS OF 4 FEET IN HEIGHT ANY OVERHANGING MORTAR OR OTHER OBSTRUCTION OR DEBRIS SHALL BE REMOVED FROM THE INSIDES OF SUCH CELL WALLS. THE CLEANOUTS SHALL BE SEALED BEFORE GROUTING, AFTER INSPECTION.
- 25. GROUT SHALL BE A CONTINUOUS OPERATION POURED IN LIFTS OF 8 FEET MAXIMUM HEIGHT. ALL GROUT SHALL BE CONSOLIDATED AT TIME OF POURING BY PUDDLING OR VIBRATION AND THEN RECONSOLIDATED AGAIN BY PUDDLING LATER, BEFORE PLASTICITY
- 26. WHEN THE GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE POUR OF GROUT NOT LESS THAN 1/2 INCH BELOW THE TOP OF THE UPPERMOST UNIT GROUTED.
- 27. UNITS WHICH ARE DISTURBED AFTER INITIAL BOND IS ACHIEVED MUST BE REMOVED AND RELAID WITH FRESH MORTAR TO ENSURE ADEQUATE BOND STRENGTH AND MINIMIZE THE LIKELIHOOD OF WATER PENETRATION INTO AN UNBONDED JOINT
- 28. WHERE ANCHOR BOLTS ARE SET IN MASONRY WALL, FILL BLOCK CELLS WITH GROUT FOR BOLT COURSE, ONE COURSE ABOVE AND TWO COURSES BELOW ANCHOR ELEVATION. 29. FOR SPECIAL INSPECTIONS THE ARCHITECT/ENGINEER SHALL BE GIVEN A MINIMUM 72
- HOURS NOTICE PRIOR TO EACH REINFORCED BLOCK GROUTING OR CONCRETING 30. STRUCTURE HAS BEEN DESIGNED AS A SKELETON FRAME. LAY UP ALL MASONRY UNITS AFTER CONCRETE PLACEMENT OF NEXT STORY. SECURE MASONRY TO COLUMNS WITH
- GALVANIZED DOVETAIL ANCHORS IN EVERY OTHER COURSE (OR APPROVED EQUAL). ALL MASONRY WALLS SHALL BE NON-LOAD BEARING (UNLESS OTHERWISE NOTED ON PLANS) AND MUST BE HELD CLEAR OF OVERHEAD SLABS AND BEAMS UNTIL DEFLECTION DUE TO APPLIED LOADS AND SHORE REMOVAL ABOVE HAS OCCURRED. THEN GROUT WALL TIGHT BELOW MEMBER.

# WOOD CONSTRUCTION NOTES

- 1. ALL WOOD AND WOOD CONSTRUCTION SHALL COMPLY WITH THE SPECIFICATIONS AND CODES INDICATED IN THE DESIGN CRITERIA.
- ALL WOOD FRAMING SHALL BE FABRICATED AND INSTALLED PER AITC AND TPI NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION.
- LUMBER SHALL BE IDENTIFIED IN ACCORDANCE WITH NATIONAL GRADING RULES AND SHALL BEAR GRADE STAMP OF SPIB, OR OTHER ASSOCIATION RECOGNIZED BY DOC PS 20 OR EQUIVALENT.
- ALL METAL CONNECTIONS AND FABRICATIONS SHALL COMPLY WITH AISC OR AISI SPECIFICATIONS.
- LUMBER 2-INCH OR LESS IN NOMINAL THICKNESS AND SHEATHING SHALL NOT EXCEED 19% MOISTURE CONTENT AT TIME OF INSTALLATION. AND SHALL BE STAMPED "S-DRY", "K-D", OR "MC15". ALL LUMBER SHALL BE S4S.
- CONCRETE OR SOIL SHALL BE PRESSURE TREATED, OR HAVE APPROVED SEPARATING

ALL WOOD MEMBERS EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY,

- a. STRUCTURAL ROOF AND WALL FRAMING #2 SYP.
- b. NON-STRUCTURAL WALL FRAMING STUD GRADE SPF OR METAL STUDS.
- c. NON-STRUCTURAL FRAMING #2 SPF.
- d. ROOF FRAMING MEMBERS ABOVE THE CEILING LINE #2 SYP
- e. WALL SHEATHING SHALL BE 24/16 SPAN RATED STRUCTURAL SHEATHING.
- FASTENERS AND CONNECTORS USED ON UN-TREATED WOOD EXPOSED TO WEATHER SHALL BE HOT DIPPED GALVANIZED.
- 10. FASTENERS AND CONNECTORS (INCLUDING NAILS, BOLTS, ANCHORS, ETC.) USED IN CONTACT WITH TREATED WOOD SHALL BE COMPATIBLE WITH THE TREATMENT METHOD
- a. WOOD TREATED WITH DOT SODIUM BORATE (SBX) -MINIMUM G90 ZINC COATING.
- b. WOOD TREATED WITH ACQ-C OR ACQ-D (CARBONATE) OR OTHER BORATE (NON-DOT) -MINIMUM G185 INC COATING.
- c. FOR ALL OTHER TREATMENT COMPLY WITH THE RECOMMENDATIONS OF THE PRESERVATIVE WOOD SUPPLIER
- d. STAINLESS STEEL CONNECTORS AND FASTENERS MAY BE USED FOR ALL TYPES OF
- WOOD FASTENING SHALL BE AS SPECIFIED IN THE DRAWINGS. FASTENING NOT SPECIFICALLY IDENTIFIED ON DRAWINGS SHALL COMPLY WITH THE REQUIREMENTS OF
- THE FLORIDA BUILDING CODE. CONTRACTOR SHALL PROVIDE ALL FASTENING DEVICES NECESSARY AND SUITED FOR EACH APPLICATION. FASTENINGS IN CONTACT WITH MOISTURE SHALL BE HOT-DIPPED
- GALVANIZED CONFORMING TO ASTM A-158-80. 14. HANGERS AND FRAMED COMPONENTS SHALL BE FURNISHED BY THE MANUFACTURER
- WITH NAILS FOR SPECIFIC USE AND INSTALLATION ALL PRESERVATIVE SOLE PLATES OR SILLS AND SLEEPERS ON A CONCRETE OR MASONRY SLAB THAT IS IN DIRECT CONTACT WITH THE EARTH SHALL BE OF NATURALLY
- DURABLE OR PRESERVATIVE-TREATED WOOD AND SHALL MEET THE FOLLOWING: a. ALL ANCHOR BOLTS SHALL HAVE 2"x2"x1/8" PLATE WASHERS UNLESS NOTED
- b. BOLTS SHALL BE LOCATED AT CORNERS AND JAMBS AND WITHIN 4-INCHES 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 ARE NOT PERMITTED UNLESS NOTED OTHERWISE.
- e. ANCHORS SHALL BE MINIMUM 1/2" DIAMETER EMBEDDED 7 INCHES INTO THE CONCRETE AND SPACED NOT MORE THAN 4 FEET UNLESS NOTED OTHERWISE
- BUILT UP LUMBER (MULTIPLE MEMBERS) MUST BE FASTENED TOGETHER TO ACT AS ONE TO RESIST THE APPLIED LOAD. PROVIDE MINIMUM 2 ROWS OF 16d @ 12" O.C.
- POSTS OR COLUMNS SUPPORTING PERMANENT STRUCTURES AND EMBEDDED IN CONCRETE THAT IS IN DIRECT CONTACT WITH THE EARTH SHALL BE OF NATURALLY DURABLE WOOD OR PRESERVATIVE-TREATED WOOD.
- 19. STUDS SHALL BE PLACED WITH THEIR WIDE DIMENSION PERPENDICULAR TO THE WALL.
- 20. NOT LESS THAN THREE STUDS SHALL BE INSTALLED AT EACH CORNER OF AN EXTERIOR
- 21. WOOD CONNECTORS AND HOLD-DOWNS SHALL BE AS SPECIFIED IN THE DRAWINGS AND SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ALL PRE-MANUFACTURED CONNECTORS SHALL HAVE NAILS OR SCREWS INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, DRIVEN FULLY.

## **DOOR NOTES**

- THE DESIGN PRESSURES FOR THE DOORS SHALL BE NOT LESS THAN THE VALUES SHOWN IN THE SCHEDULE.
- THE DOORS SHALL BE INSTALLED IN STRICT COMPLIANCE WITH THE MANUFACTURER'S NOTICE OF APPROVAL (MIAMI NOA OR FBC APPROVAL).
- EACH UNIT SHALL BEAR A LABEL WITH THE MANUFACTURER'S NAME AND DESIGN
- PRIOR TO INSTALLATION, ALL FRAMES MUST BE CHECKED FOR RACK, TWIST AND OUT OF
- FOLLOW FMA (FENESTRATION MANUFACTURERS ASSOCIATION) GUIDELINES FOR FLASHING ALL OPENINGS.
  - a. APPLY AN APPROVED FLASHING TO SIDES OF OPENINGS.
  - b. APPLY A HEAVY, UNINTERRUPTED BEAD OF APPROVED SEALANT TO THE BUCKS PRIOR TO ATTACHING TO THE OPENING PER DOOR DETAILS.
  - c. SEAL BUCKS WITH AN APPROVED FLASHING MATERIAL.

- HORIZONTAL

d. INSTALL DOOR AND APPLY BEAD OF APPROVED SEALANT AROUND PERIMETER. APPROVED CORROSION RESISTANT FLASHING SHALL BE APPLIED IN SHINGLE FASHION IN A MANNER TO PREVENT ENTRY OR PENETRATION OF WATER TO THE BUILDINGS STRUCTURAL FRAMING COMPONENTS.

#### **ABBREVIATIONS** ANCHOR BOLT - INCH/INCHES - ABOVE FINISHED FLOOR - MASONRY - AUTHORITY HAVING JURISDICTION - MAXIMUM - AI TFRNATF - MANUFACTURER - CONCRETE MASONRY UNIT MISCELLANEOUS MILES PER HOUR CONCRET - NOT TO SCALE CONTINUOUS DRILLED AND EPOX - ON CENTER DIAMETER - POUNDS PER SQUARE FOOT DIMENSION - PRESSURE TREATED REVISION/REVISED - SPECIFICATIONS - ELEVATION/ELEVATOR SCHEDULE - UNLESS NOTED OTHERWISE - VERIFY IN FIELD **EXTERIOR** - FLORIDA BUILDING CODE - WITH - WITHOUT **FOUNDATION** - WELDED WIRE FABRIC - FEET/FOOT - WELDED WIRE MESH

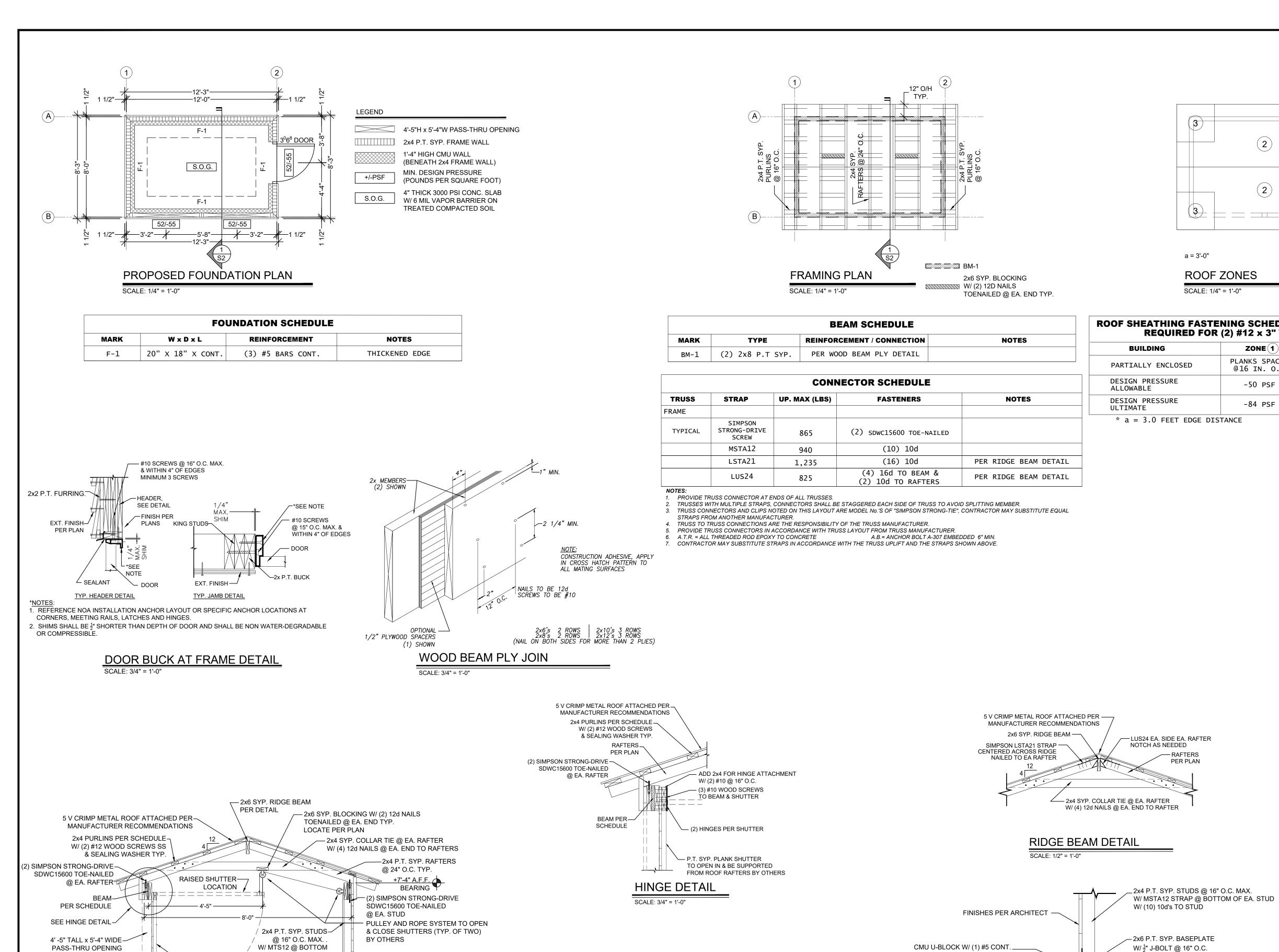
- STEEL REINFORCING BAR (REBAR) #5 (5/8")

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18-0260

NOTE: IF SHEET IS NOT 24"X36", IT HAS BEEN

REDUCED OR ENLARGED, USE GRAPHIC SCALE. 0



(1) 2x4 P.T. SYP. SILL PLATE—

BLOCKING NEEDED—

LATCH DETAIL

SCALE: 3/4" = 1'-0"

W/ #12 SCREWS @ 16" O.C.

@ EA. LATCH LOCATION W/ (2) 12d NAILS AT EA. END

— P.T. SYP. PLANK SHUTTER

TO OPEN IN & BE SUPPORTED

FROM ROOF RAFTERS BY OTHERS

- (3) #10 WOOD SCREWS TO 2x4 & SHUTTER

- (2) LATCHES PER SHUTTER

- ADD 2x4 FOR LATCH ATTACHMENT

W/ (2) #10 WOOD SCREWS @ EA. STUD

FULLY GROUTED

W/ $\frac{1}{4}$ " TAPCONS @ 8" O.C.

W/ $\frac{3}{16}$ "x2 $\frac{3}{4}$ " TAPCONS @ 12" O.C.

1'-4" HIGH CMU WALL

SOLID GROUTED

2x6 P.T. CONT.

CONCRETE FOOTER

SCALE: 3/4" = 1'-0"

PER SCHEDULE

TYPICAL EXTERIOR WALL SECTION

@ 48" O.C.

2x2 P.T. FURRING.

W/ (10) 10d's TO STUD

P.T. SYP. PLANK SHUTTER

FROM ROOF RAFTERS

-CONCRETE SLAB PER PLAN

BY OTHERS

-2x6 P.T. SYP. BASEPLATE

#5 REBAR @ 48" O.C. -

 $W/\frac{1}{2}$ " J-BOLT @ 16" O.C.

6" MIN INTO CMU

SECTION

SCALE: 1/2" = 1'-0"

TO OPEN IN & BE SUPPORTED

FINISHES PER

BY OTHERS

SOLID GROUTED

CONCRETE FOOTER

PER SCHEDULE

-1'-4" HIGH CMU WALL

**FULLY GROUTED** +0'-0" DATUM

ARCHITECTURALS

- WOOD HANDLE (TYPICAL)

—CMU U-BLOCK W/ (1) #5 CONT.

BY OTHERS

2x6 SILL

SEE LATCH DETAIL-

FINISHES PER -

1'-4" HIGH CMU WALL — SOLID GROUTED

CMU U-BLOCK -

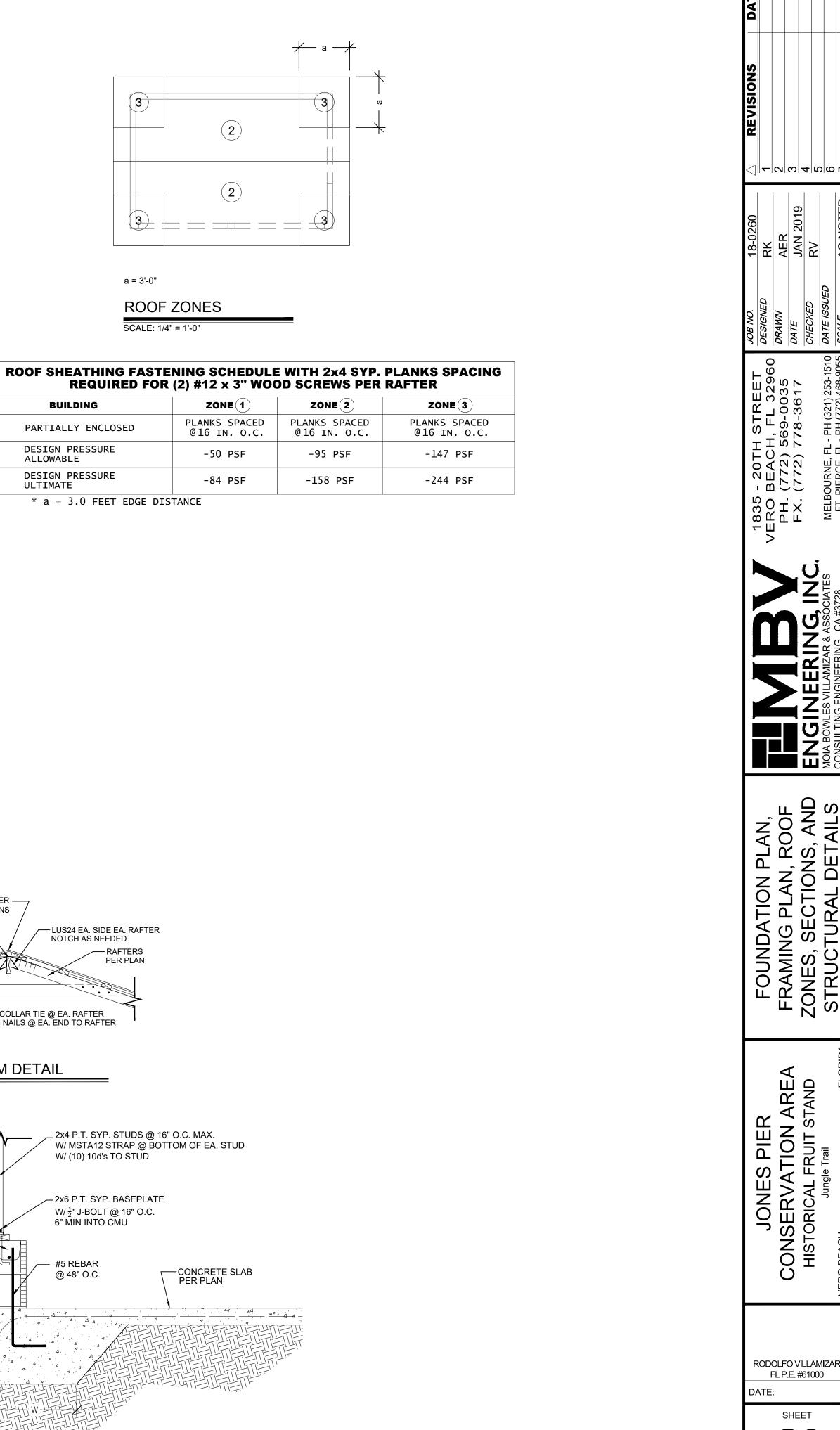
CONCRETE FOOTER

PER SCHEDULE

W/ (1) #5 CONT.

FULLY GROUTED

ARCHITECTURALS



NOTE: IF SHEET IS NOT 24"X36", IT HAS BEEN

REDUCED OR ENLARGED, USE GRAPHIC SCALE. 0

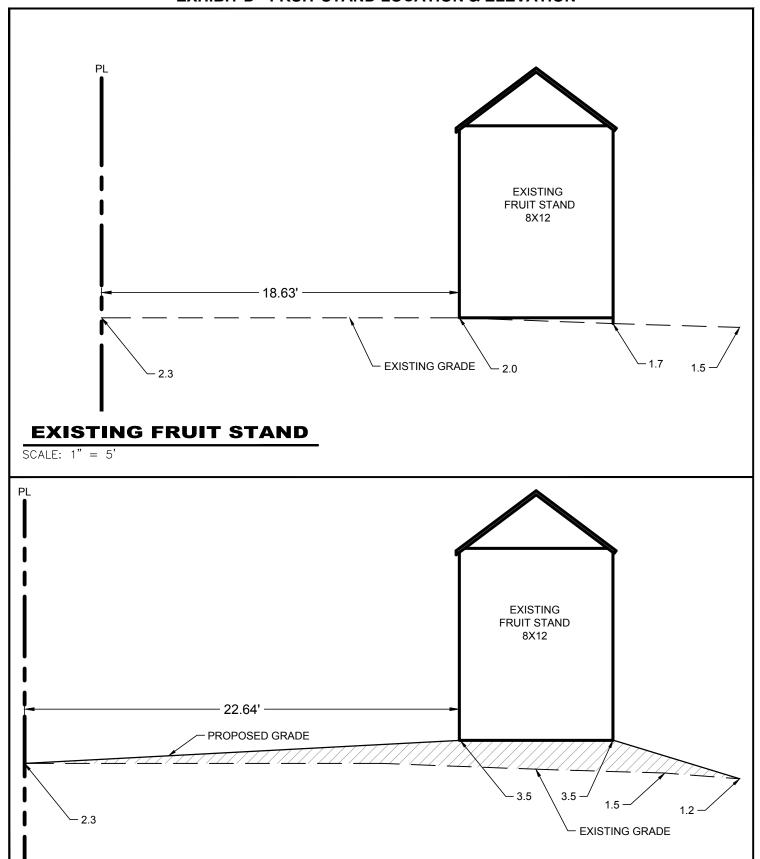
**BID SET** 

18-0260

**S2** 

# **Attachment D – Location and Elevation**

#### **EXHIBIT D - FRUIT STAND LOCATION & ELEVATION**



## PROPOSED FRUIT STAND

 $SCALF \cdot 1" = 5'$ 



1835 - 20TH STREET VERO BEACH, FL 32960 PH. (772) 569-0035 FX. (772) 778-3617

MELBOURNE, FL - PH (321) 253-1510 FT. PIERCE, FL - PH (772) 468-9055 JONES PIER
FRUIT STAND EXISTING AND
PROPOSED RELOCATION
JUNGLE TRAIL
INDIAN RIVER COUNTY, FL

JOB NO.	17-0133
DESIGNED	AGS
DRAWN	RJS
CHECKED	TH
DATE	01-30-2019
SCALE	AS NOTED