



## Indian River County Purchasing Division

1800 27<sup>th</sup> Street

Vero Beach, FL 32960

Phone (772) 226-1416

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### Invitation to Bid

Project Name: Oyster Bar Marsh Public Use Improvements

Bid #: 2020013

Bid Bond Required: 5% if bid over \$35,000

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

Pre-Bid Meeting time/location: Non-Mandatory  
May 7, 2020, 2:00 p.m.

Zoom web link:

<https://ircgov.zoom.us/j/7837260776?pwd=S2JkSDF4N0pVaCtLNExtMmZLRkFaQT09>

Password: 360245

**Bid Opening May 21, 2020**

Date:

**Bid Opening 2:00 P.M.**

Time:

**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: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)

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## ADVERTISEMENT FOR BID

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

**Bid # 2020013**  
**Oyster Bar Marsh Public Use Improvements**

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

Deadline for receipt of bids has been set for **2:00 P.M. on May 21, 2020**. Only bids received on or before the time and date listed will be considered. Bids should be addressed to Purchasing Division, 1800 27<sup>th</sup> Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

A Non-Mandatory pre-bid conference will be held via zoom conference on May 7, 2020 at 2:00 p.m. The link to the conference is provided in the bid documents and in the solicitation information on both of the web platforms above.

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

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

**PURCHASING MANAGER**  
**INDIAN RIVER COUNTY**

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

**Date: Tuesday, April 28, 2020**

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

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

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## Statement of No Bid

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Should you elect not to bid, please complete and send this page by email ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)), 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:

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## Instructions to Bidders

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### 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 unless otherwise instructed.

**Bid Security and Public Construction Bond:** Bid security must accompany each Bid over \$35,000, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security for bids over \$35,000 must be in the sum of not less than five percent (5%) of the total amount of the bid, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter into a Contract with the County and furnish the required 100% Public Construction Bond and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction Bond will be required. Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

**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 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 ([purchasing@ircgov.com](mailto:purchasing@ircgov.com)) ten (10) or more days before the date fixed for opening of the bids. The County shall not be responsible for oral interpretations given by any County employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to 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 using 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, accept or 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 a current State of Florida General Contractor's license at the time of bid submittal and be registered with the Indian River County Building Division prior to contract execution.

**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, other than Automobile  \$1,000,000.00 Combined single limit for Bodily Injury and Property Damage	<b>Commercial General</b> A. <b>Premises / Operations</b> B. <b>Independent Contractors</b> C. <b>Products / Completed Operations</b> D. <b>Personal Injury</b> E. <b>Contractual Liability</b> F. <b>Explosion, Collapse, and Underground Property Damage</b>
Automobile  \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	A. <b>Owner Leased Automobiles</b> B. <b>Non-Owned Automobiles</b> C. <b>Hired Automobiles</b> D. <b>Owned Automobiles</b>

- **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.***

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End of General Terms and Conditions

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## Technical Specifications

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### Overview

This project involves the construction of driveway and parking areas for the Oyster Bar Marsh Conservation Area trails.

## SECTION 001 - TECHNICAL SPECIFICATIONS

### STANDARD SPECIFICATIONS

All work of this Contract shall conform to the applicable technical specifications of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2015, and Supplemental Specification, Special Provisions and addenda thereto, except as modified and supplemented hereinafter. Reference to Article numbers herein-after apply to the FDOT Standard Specifications, and reference in FDOT Standard Specifications to Department shall be taken as the Owner or its appointed Representative. Wherever the Specifications, Supplementals, etc. may refer to the "Owner", "Department", "State of Florida Department of Transportation", or words relating to offices of State Government, such words shall be taken as meaning Owner or Indian River County, Florida. Wherever the word "Owner's Engineer", "District Engineer", "Engineer", "Project Engineer", etc., appears, it shall be taken to mean the Registered Professional Project Engineer of the Indian River County Public Works Department, Engineering Division acting directly or through duly authorized representatives. Wherever the word "Resident Engineer" appears, it shall be taken to mean an authorized representative of the Owner's Engineer on the Project (Resident Construction Inspector) who will act as an agent for Indian River County, assigned to observe the progress quantity and quality of the work.

The work to be performed for utility work (if any) shall conform to the applicable technical specifications of the "Indian River County Department of Utility Services, Water, Wastewater, and Reclaimed Water Utility Construction Standards" March, 2018 or the current version.

The work to be performed per line items 700 through 711 shall conform to the applicable standards of Indian River County Typical Drawings for Pavement Markings, Signing & Geometrics Revised March 2012.

## SECTION 004 - SCOPE OF WORK

Refer to Construction Drawings. "General Note 7" on Sheet 1 regarding landscaping" is stricken from the scope of work under this project.

## 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.

### Item of Payment

Payment for the work specified in this item shall be made under:  
 Bid Item No. 101-1 - Mobilization – 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 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. In addition to above, the Contractor shall comply with INDIAN RIVER COUNTY TRAFFIC ENGINEERING DIVISION SPECIAL CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION in Appendix C.

Item of Payment

Payment for the work specified in this item shall be made under:  
Bid Item No. 102-1 - Maintenance of Traffic – Per Lump Sum

## **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 on the Contract Construction Drawings. The Contractor shall 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.
- 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](http://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.

### Item of Payment

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

Bid Item No. 104-1 – Erosion & Water Pollution Control - Per Lump Sum

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**PERMITTEE'S AFFIDAVIT REGARDING POLLUTION**

(This completed form must be returned with your bid)

This sworn statement is submitted to Indian River County for the following project (list project name and site address): Oyster Bar Marsh Public Use Improvements, 1955 S Highway A1A, Vero Beach, FL 32960.

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 during construction until complete stabilization is achieved at the project site. Permittee understands that this requirement is for this project regardless of the project size.
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. Permittee understands that it may be liable for these and other penalties if offsite pollution occurs as a result of activities associated with the Project.
8. Transfer of Ownership or County Issued Permits:
  - (a) Transfer of Interest in Real Property: Within twenty-one (21) days of any transfer of ownership or control of the real property at which the permitted activity, facility, or system is located or authorized, the Permittee shall notify in writing, both the Indian River County Engineering Division and the Indian River County Stormwater Division of the transfer. Permittee shall provide the name, mailing address, and telephone number of the transferee and a copy of the instrument effectuating the transfer. Said notification is in addition to notifying the County Attorney's Office as required by County Code.
  - (b) Transfer of a County Permit. To transfer a County issued permit, Permittee must provide (1) the information required in Item 8(a); (2) a written statement from the proposed transferee that it will be bound by all terms and conditions of the permit; and (3) a new "Permittee's Affidavit" form properly executed by the transferee. Upon proper receipt of these items the County shall transfer the permit to the transferee.
  - (c) Permittee is encouraged to request a permit transfer prior to the sale or legal transfer of the real property at which a permitted facility, system, or activity is located or authorized. However, the transfer shall not be effective prior to the sale or legal transfer.
  - (d) An "Illicit Discharge Sign" must be present at the site at the time of transfer. Replacement or additional signs may be obtained from the Indian River County Public Works Department at a cost of \$30.00 per sign.

Under penalty of perjury, Permittee declares that it has read the foregoing affidavit and the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT

Permittee: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(If signing as Owner's Agent, attach Letter of Authorization to Sign from Owner)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_

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

\*\*\*\*\*

The foregoing instrument was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, who is personally known to me or has produced  
\_\_\_\_\_ as identification and who did take oath.

\_\_\_\_\_  
Notary Public State of Florida at Large

My Commission expires: \_\_\_\_\_

+++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 shall be made under:

Bid Item No. 120-1 – Excavation, Regular (Roadway) – Per Cubic Yard

Bid Item No. 142-70 – Clean sand fill – Hydrologic Group A (compacted in place) – Per Cubic Yard

## **SECTION 160 - STABILIZATION**

- A. Section 160 is modified by the addition of the following:

"The stabilization thickness indicated on plans shall be considered a minimum thickness. Thickness will vary to conform to the lines, and grades shown in the plans." Minimum L.B.R. = 40 - No under-tolerance.

Item of Payment

Payment shall be made under:

Bid Item No. 160-4-12 - Type B Stabilization LBR40 (12") - Per Square Yard

## **SECTION 285 - SHELL ROCK BASE**

- A. Sub Article 285-4 is modified by the addition of the following:

Base material, thickness and requirements are described in the construction plans. Only one type of alternate base material shall be used. No additional payment will be made for base thickness in excess of the specified thickness.

Item of Payment

Payment shall be made under:

Bid Item No. 285-704 – Shell Rock Base Group 4 (6") Two Lifts - Per Square Yard

## **SECTION 430 – PIPE CULVERTS**

- A. The work specified in this item shall conform to Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

24" reinforced concrete pipe.

Mitered End Section

Item of Payment

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

Bid Item No. 430-17 RCP (24") – Per Linear Foot

Bid Item No. 430-98 Mitered End Section – Per Each

## **SECTION 522 – CONCRETE SIDEWALK**

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. 522-1 – Concrete Sidewalk (4" Thick) – Per Square Yard

Bid Item No. 522-2 – Concrete Driveway (6" Thick) – Per Square Yard

Bid Item No. 522-3 – Concrete ADA Parking Apron (6" Thick) – 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 B).
- E. Water for Grassing: Contractor shall provide the water used in the sodding operations as necessary to meet the requirements of Article 570-3.6.
- F. Preparation of Ground: The area over which the sod is to be placed shall be scarified or loosened to a depth and then raked smooth and free from debris. Where the soil is sufficiently loose and clean, the Owner, at his discretion, may authorize the elimination of ground preparation.
- G. Application of Fertilizer: Before applying fertilizer, the soil pH shall be brought to a range of 6.0 - 7.0.
- Contractor shall apply two (2) applications. The initial shall be fertilizer and the second application shall be "weed and feed".
- The fertilizer shall be spread uniformly over the sodded area at the rate of 436 pounds per acre, or 10 pounds per 1,000 square feet, by a spreading device capable of uniformly distributing the material at the specified rate.

Contractor shall apply applications as per manufacturer's specification. All tickets from bags shall be handed over to the County Inspector.

On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand and raked in and thoroughly mixed with the soil to a depth of approximately 2 inches.

- H. Placing Sod: The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered so as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6 inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

Where sodding is placed abutting paved shoulder, the contractor is to ensure that the finished sod elevation is 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 shall be made under:

Bid Item No. 570-1-2A – Performance Turf (Sod) (Bahia) - Per Square Yard

Bid Item No. 570-2 - Reinforced Turf (at Round-about center) – Per Square Yard (Refer to Construction Drawings for Technical Specifications)

## **SECTION 700 – HIGHWAY SIGNING**

- A. Signing for traffic control shall conform to the requirements of the Standard Specifications, Manual on Uniform Traffic Control Devices, Supplemental Specifications, Roadway and Traffic Design Standards, manufacturer's specifications.
- B. Traffic Signs: All existing signs which are the property of the Owner shall be transported to the Indian River County Road and Bridge Maintenance Yard by the Contractor during construction if they are within the construction limits. Care shall be exercised by the Contractor during removal, storage and relocation so as not to damage the signs. If any damage occurs, as determined by the Owner's Engineer or Resident Construction Inspector, the sign shall be replaced by the Contractor with no compensation.

Item of Pay:

Payment shall be made under:

Bid Item No. 711-1 – Signage (striping and ADA and Stop Signs) - Per Lump Sum

## **SECTION 800 - WHEELSTOPS**

See Sheets 3 and 4.

Item of Pay:

Payment shall be made under:

Bid Item No. 800-1 – Wheelstops at ADA Parking – Per Each

Bid Item No. 800-2 – Railroad Tie Wheelstops – Per Each

## **SECTION 850 – GATES and SIGNAGE**

See Sheets "Park Gates (Double and Single Gates)" and "Park Signage".

Item of Pay:

Payment shall be made under:

Bid Item No. 850-1 – Maintenance Gate – Per Lump Sum

Bid Item No. 850-2 – Entry-Way Gate – Per Lump Sum

Bid Item No. 850-3 – Park Signage – Per Lump Sum

## **SECTION 999 – RECORD/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:

**DRAINAGE:**

1. Right-of-way Swale/Drainage – All culvert inverts, elevations and station offsets; inlet grate and bottom elevations; swale beginning and end bottom elevations; and highs and lows along top of bank. Size of swale.
2. Pipe Culvert/PVC Sleeves – All inverts, pipe size, stations and offsets.
3. Outfalls – All pipe inverts, pipe size, elevations and station offsets, weir box elevations, weir elevation, bleeder elevation and sizes.
4. Roadway/Off Site Drainage – All inverts, elevations and station offsets; manhole top elevation; grate top elevations.
5. Retention Ponds – Provide perimeter elevations, grade breaks, depths and calculated pond areas at control elevation and grade breaks above and below water surface. Show as-built of typical cross section as shown on design plan.

**ROADWAY:**

1. Stations and offsets related to controlling baseline and elevations of all structures, side street and major driveway radius returns (edge of pavement), bends and/or change in direction of roadway alignment, minimum of 1000' intervals along roadway alignment.
2. Elevations along Profile Grade Line (PGL), of all edge of pavements on each side of Profile Grade Line (PGL), at medians at the high/low and PVI points along Profile Grade Line (PGL).
3. All final Elevations to be plotted on PGL AND Plan & Profile sheets as applicable.
4. Elevations of edge of pavement and flow line at curb inlets and on the adjacent edge of pavement at curb inlets.

**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.

#### **AERIAL PHOTOGRAPH**

The CONTRACTOR shall provide aerial photographs of the project every 30 days during construction. The photographs shall be done in a manner to show the construction progress for the entire length of the project. The photographs can be angled and not prepared to a particular scale, however, must be detailed enough to identify the work in detail.

#### **Item of Payment**

Payment for the work specified in this item shall be made under:  
Bid Item No. 999-1 – Record Drawings/As-Builts – Per Lump Sum

[The remainder of this page was left blank intentionally]



Board of Professional Surveyors and Mappers

Record As-Built Survey Checklist

Lic. Name \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project No.: \_\_\_\_\_

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

Boundary Survey

Condominium Survey

Construction Layout Survey

Control Survey

Hydrographic Survey

Mean High Water Line Survey

Quantity Survey

Record Survey

Specific or Special Purpose Survey

Topographic 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)

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End of Technical Specifications

## Indian River County Purchasing Division

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



### Bid Form

#### Oyster Bar Marsh Public Use Improvements

Bid #: 2020013

Bid Opening Date and Time: May 21, 2020 2:00 P.M.

Bid Opening Location: Purchasing Division  
1800 27<sup>th</sup> Street  
Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

Item No.	Description	Unit	Unit Price	Quantity	Total
101-1	Mobilization and Demobilization	LS	\$	1	\$
102-1	Maintenance of Traffic	LS	\$	1	\$
104-1	Erosion & Water Pollution Control	LS	\$	1	\$
110-1-1	Clearing and Grubbing	LS	\$	1	\$
120-1	Excavation, Regular (Roadway)	CY	\$	200	\$
142-70	Clean sand fill – Hydrologic Group A (compacted in place)	CY	\$	50	\$
160-4-12	Type B Stabilization LBR40 (12")	SY	\$	400	\$
160-4-12	Shell Rock Base Group 4 (6") (Two Lifts)	SY	\$	630	\$
430-17	24-inch RCP Pipe	LF	\$	32	\$
430-98	Mitred End Section	Each	\$	2	\$
522-1	Concrete Sidewalk (4" thick)	SY	\$	45	\$
522-2	Concrete Driveway apron (6" thick)	SY	\$	150	\$

Item No.	Description	Unit	Unit Price	Quantity	Total
522.3	Concrete ADA Parking Apron (6" thick)	SY	\$	65	\$
570-1-2A	Performance Turf (Sod) (Bahia)	SY	\$	500	\$
570-2	Reinforced Turf (at Round-about center)	SY	\$	35	\$
711-1	Signage (striping and ADA and Stop signs)	LS	\$	1	\$
800-1	Wheelstops at ADA parking	Each	\$	2	\$
800-2	Railroad Tie Wheelstops	Each	\$	15	\$
850-1	Maintenance Gate	LS	\$	1	\$
850-2	Entry-Way Gate	LS	\$	1	\$
850-3	Park Signage	LS	\$	1	\$
999-1	Record Drawings/As-Builts	LS	\$	1	\$
Total Bid Price				\$	

Total Bid Price in Words

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

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

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

City, State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Business Tax Receipt Number: \_\_\_\_\_ FEIN Number: \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

(Type / Printed)

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## DRUG-FREE WORKPLACE CERTIFICATION

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(Please include this form with your bid)

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

(Name of Business)

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder's Signature

Date: \_\_\_\_\_

---

## Affidavit of Compliance

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

Indian River County Bid # 2020013 for Oyster Bar Marsh Public Use Improvements

☐ We DO NOT take exception to the Bid / Specifications.

☐ We TAKE exception to the Bid / Specifications as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

(Typed / Printed)

---

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

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**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. 2020013  
for Oyster Bar Marsh Public Use Improvements

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

whose business address is:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

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: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

---

**Sample Agreement (for reference only – do not return with your bid)**

---

**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:

Parking and Driveway Access Construction

**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: Oyster Bar Marsh Public Use Improvements  
Bid Number: 2020013  
Project Address: 1955 S Highway A1A, Vero Beach, FL 32960

**ARTICLE 3 - CONTRACT TIMES**

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

3.02 *Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. The Work will be completed and ready for final payment on or before the 180th day after the date when the Contract Times commence to run.

**ARTICLE 4 - CONTRACT PRICE**

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

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

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

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

## **ARTICLE 5 - PAYMENT PROCEDURES**

### **5.01    *Progress Payments.***

- A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq. The OWNER shall retain ten percent (10%) of the payment amounts due to the CONTRACTOR until fifty percent (50%) completion of the work. After fifty percent (50%) completion of the work is attained as certified to OWNER by ENGINEER in writing, OWNER shall retain five percent (5%) of the payment amount due to CONTRACTOR until final completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents. Pursuant to Florida Statutes section 218.735(8)(b), fifty percent (50%) completion means the point at which the County as OWNER has expended fifty percent (50%) of the total cost of the construction services work purchased under the Bid and Specification Documents, together with all costs associated with existing change orders and other additions or modifications to the construction services work provided under the Contract Documents.

### **5.02    *Pay Requests.***

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed. After fifty percent (50%) completion, and pursuant to Florida Statutes section 218.735(8)(d), the CONTRACTOR may submit a pay request to the County as OWNER for up to one half (1/2) of the retainage held by the County as OWNER, and the County as OWNER shall promptly make payment to the CONTRACTOR unless such amounts are the subject of a good faith dispute; the subject of a claim pursuant to Florida Statutes section 255.05(2005); or otherwise the subject of a claim or demand by the County as OWNER or the CONTRACTOR. The CONTRACTOR acknowledges that where such retainage is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the Contractor shall timely remit payment of such retainage to those subcontractors and suppliers. Pursuant to Florida Statutes section 218.735(8)(c)(2005), CONTRACTOR further acknowledges and agrees that: 1) the County as OWNER shall receive immediate written notice of all decisions made by CONTRACTOR to withhold retainage on any subcontractor at greater than five percent (5%) after fifty percent (50%) completion; and 2) CONTRACTOR will not seek release from the County as OWNER of the withheld retainage until the final pay request.

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

### **5.04    *Acceptance of Final Payment as Release.***

- A. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated

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

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

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

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

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

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

- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

### **8.01 *Contents***

#### **A. The 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 2020013
- (6) Addenda (numbers     to     , inclusive);
- (7) CONTRACTOR'S Bid Form (pages \_\_ to \_\_, inclusive);
- (8) Bid Bond (pages \_\_ inclusive);
- (9) Bidders Questionnaire (pages \_\_ to \_\_, inclusive);
- (10) Drug Free Workplace Form (pages \_\_ to \_\_, inclusive)
- (11) Affidavit of Compliance (page \_\_);
- (12) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages \_\_ to \_\_, inclusive);
- (13) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (14) Certification Regarding Lobbying
- (15) Permittee's Affidavit Regarding Pollution
- (16) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments;

- b) Work Change Directives;
- c) Change Order(s).

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

##### **9.01    *Terms***

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

##### **9.02    *Assignment of Contract***

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

##### **9.03    *Successors and Assigns***

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

##### **9.04    *Severability***

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

##### **9.05    *Venue***

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

##### **9.06    *Public Records Compliance***

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.



(2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

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

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

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

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

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

**Article 11: TERMINATION OF CONTRACT**

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

(1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or

- (5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.
- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
  - (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

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

List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

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

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

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

**OWNER:**

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

By: \_\_\_\_\_  
Susan Adams, 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:

Title:

Address:

Phone

Email

**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: \_\_\_\_\_

Email: \_\_\_\_\_

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

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**Exhibit 1 – Pricing**

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**PUBLIC CONSTRUCTION BOND (Sample Only – do not return with your bid)**

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INSTRUCTION FOR PUBLIC CONSTRUCTION BOND

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

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

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

2020013 Oyster Bar Marsh Public Use Improvements

**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)



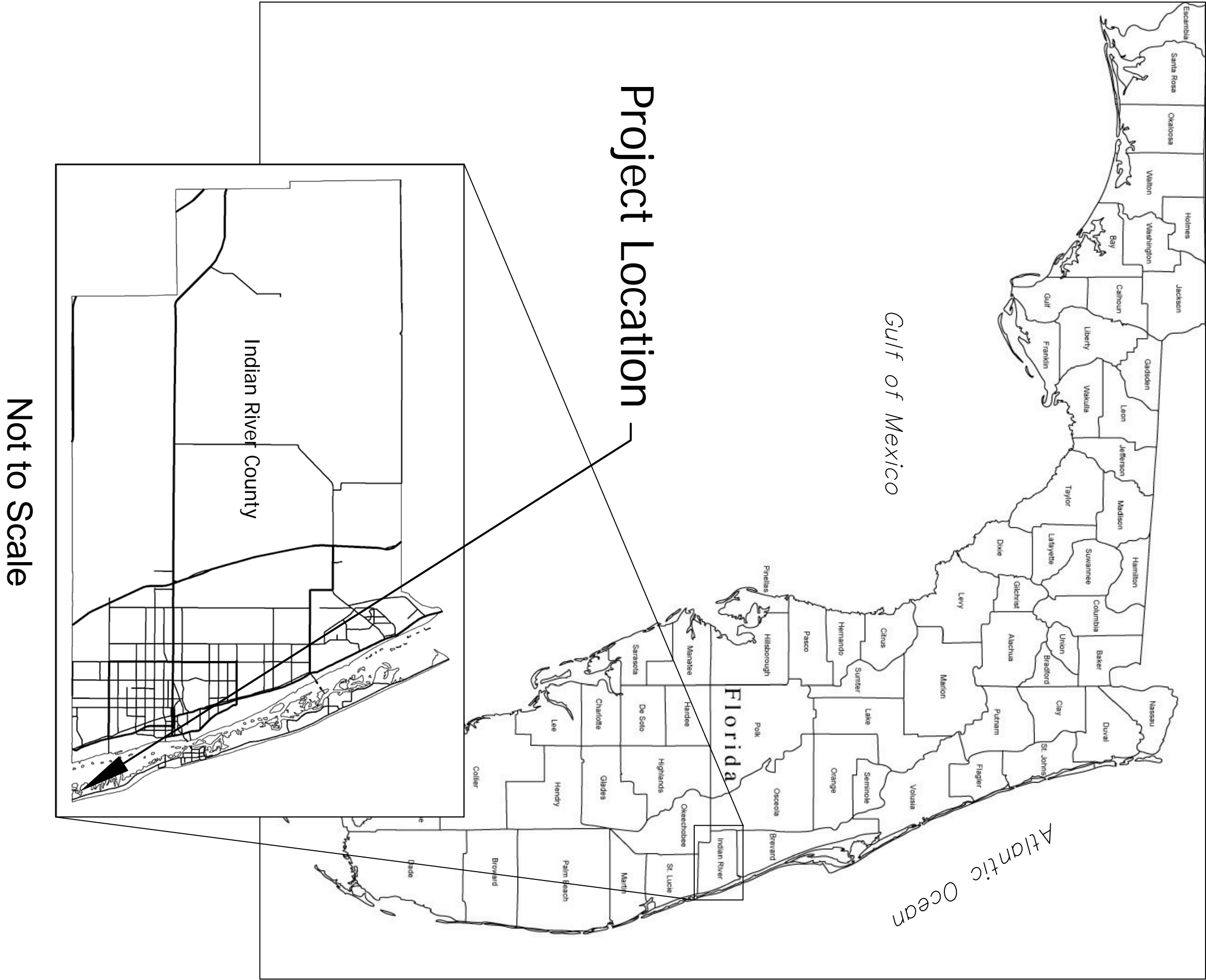
# Oyster Bar Marsh Trail Improvements - Parking and Driveway Access Construction

## for

### Indian River Land Trust / Indian River County

### Indian River County, Florida

#### LOCATION MAP



#### INDEX

- Sheet 1 - Cover / Location Maps / General Notes
- Sheet 2 - Plan View / Construction Access Locations
- Sheet 3 - Entrance and Parking
- Sheet 4 - Drainage, Fire Access and Details

#### GENERAL NOTES

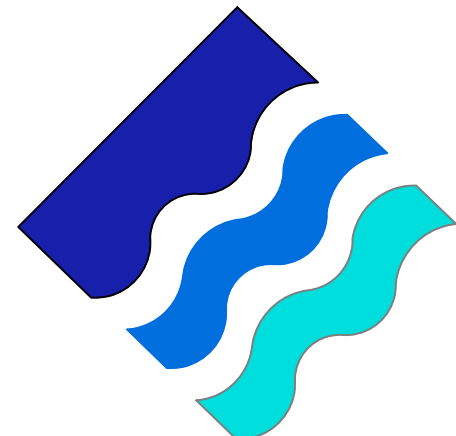
1. Survey area lies in Flood Zone "AE" (EL. 4) per Flood Insurance Rate Map No. 12061C, dated December 4, 2012. NOTE: site lies in CRBS area established 10/01/1983 per said map.
2. Surveys by William Zentz & Associates were performed on the dates shown on these drawings.
3. All Standard Parking Stalls are to be 19.5' x 10'
4. Handicapped Accessible parking spaces are to be 12' x 20' as per FDOT Index #17346 (see Sheet 3).
5. Shell Rock Parking Area consists of a minimum of 6 inches of shell rock over rough graded existing soil.
6. Compact existing soil beneath the cement areas to 95% maximum density.
7. ~~For landscaping, refer to "Landscape Planting Plan Implementation Details" by Elizabeth A. Gillick, A.S.L.A., Inc., dated 7/3/2018. This project includes Area A1, Area A2 and Area B, only (refer to "General Notes and Conditions" on landscape plan).~~

#### Site Map



Not to Scale

Not to Scale



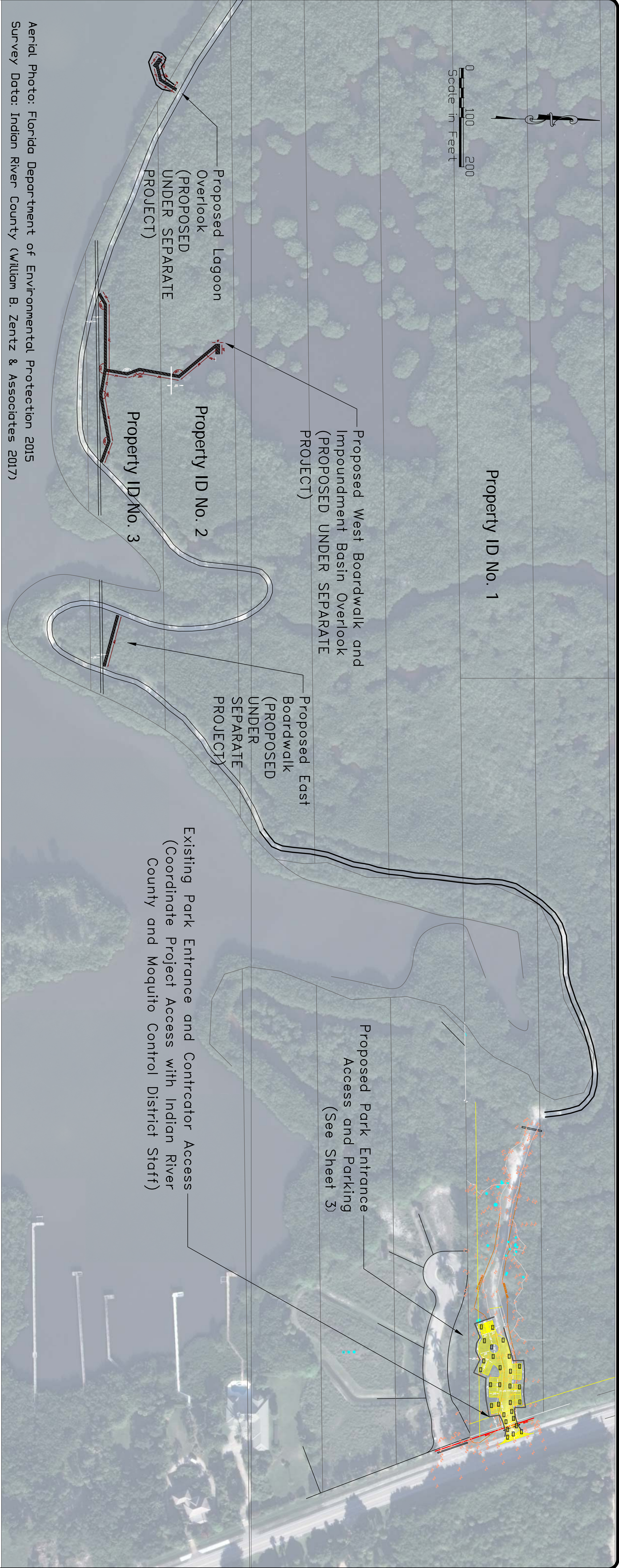
**Coastal**  
**Waterways**

601 21st Street  
Suite 300  
Vero Beach, FL 32960  
(772) 473-4099  
www.coastalwde.com  
C.A. No. 28071

COASTAL ENGINEERING · ENVIRONMENTAL PERMITTING  
EMERGENCY MANAGEMENT · WATERFRONT DEVELOPMENT

Date: 10/26/2017 (Revision 7/25/2019)





Aerial Photo: Florida Department of Environmental Protection 2015  
Survey Data: Indian River County (William B. Zentz & Associates 2017)

Site Data

Owner and Applicant:	Indian River County 1801 27th Street Vero Beach, FL 32960 Contact: Roland deBlouis Ph: (772) 226-1258	Property Tax ID No.'s: Prop ID No. 1: 33403400001000000001.1 (I.R. County) Prop ID No. 2: 33403400001000000008.2 (RLT) Prop ID No. 3: 33403400001000000009.2 (RLT)
Owner and Coapplicant:	Indian River Land Trust 80 Royal Palm Point, Suite 300 Vero Beach, FL 32960 Contact: Ken Grudens PH: (772) 794-0701	Gross Property Acreage: Prop ID No. 1: 44.0700 Prop ID No. 2: 4.6600 Prop ID No. 3: 3.6800
Engineer:	Stephen W. Boehning, P.E., CFM Coastal Waterways Design & Engineering, LLC 601 21st Street, Suite 301 Vero Beach, FL 32968	Land Use / Zoning: Prop ID No. 1: Con-1 Prop ID No. 2: RS-1 Prop ID No. 3: RS-1
Environmental:	Lois A. Edwards / Kim Colstad Ardea Environmental Consulting LLC 130 S. Indian River Drive, Suite 202 Ft. Pierce, FL 34950	Proposed Use: Conservation Education
Survey:	William B. Zentz, PLS William B. Zentz & Associates, Inc. 684 Old Dixie Highway Vero Beach, FL 32962	Applicable Flood Zones: AE (EL. 4)
Property Address:	1955 S Highway A1A Vero Beach, FL 32960	Expected Construction Commencement: Spring 2018
		Expected Construction Completion: Summer 2018
		Legal Description: Prop ID No. 1: Kansas City Colony Sub PBS 4-23 Lots 1 thru 4 lying W of SR A1A
		Prop ID No. 2: Kansas City Colony Sub PBS 4-23 that part of Lot 8 less N 60.4 ft & N 30.2 ft of Lot 9 lying W of SR A1A less the E 1500 ft m/l, also less part Desc in or BK 1517 PG 2745
		Prop ID No. 3: Kansas City Colony PB1 4-23: a Por of Lot 9 less the N 30.20 ft lying W of the mean high water elevation of the W shore of Round Island Creek & E of the mean high water elevation of the E shore of the Indian River Lagoon; less all sovereign land

Environmental Impacts

Surface Water and Wetland Impact Area Calculations:	
Parking / Entrance:	
0.18 acres Disturbed Wetland	
Boardwalk / Overlook Structure (Lagoon):	
0.01 acres Surface Water with Seagrass	
Boardwalk / Overlook Structure (Impoundment Area):	
0.10 acres Mangrove	
<b>Total Wetlands / Surface Waters Impacted:</b>	
<b>0.29 acres</b>	
Parking Spaces	
1. The number of parking spaces sets the user demand	
2. Number of parking spaces:	
15 Standard Parking Spaces	
2 Handicap Accessible Parking Spaces	
<b>17 Total Parking Spaces</b>	

Required Permits

Indian River County:	
-Site Plan Approval - Administrative (Permit Issued)	
-Tree Removal (Seperate Permit Application)	
-Land Clearing (Permit Issued)	
-Wetland Resource (Permit Issued)	
Florida Department of Transportation (FDOT) - Right-of-Way (Permit Pending)	
St. Johns River Water Management District (SJRWMD) - Environmental Resource Permit and authorization to use sovereign Submerged Lands (Permit Issued)	
U.S. Army Corps of Engineers (USACE) - Nationwide (Permit Issued)	
Administrative Permit Criteria	
1. No off-street parking or loading areas of buildings and structures shall be located closer than twenty (20) feet to any property line abutting a residentially designated district.	
2. Any recreational use equipped with lighting to allow the use of the facility after sunset shall be designed such that:	
a. All lights are shielded from shining into residentially designated adjacent properties; and	
b. Hours of operation and/or special design techniques are used to mitigate noise impacts, especially during evening and nighttime hours.	
3. Buffering of the project shall be sufficient to not adversely affect adjacent property.	
4. Docking at waterside improvements is not permitted.	

Oyster Bar Marsh Trail Improvements  
Parking and Driveway Access Construction  
for Indian River Land Trust / Indian River County in Indian River County, Florida

Plan View / Construction Access Locations

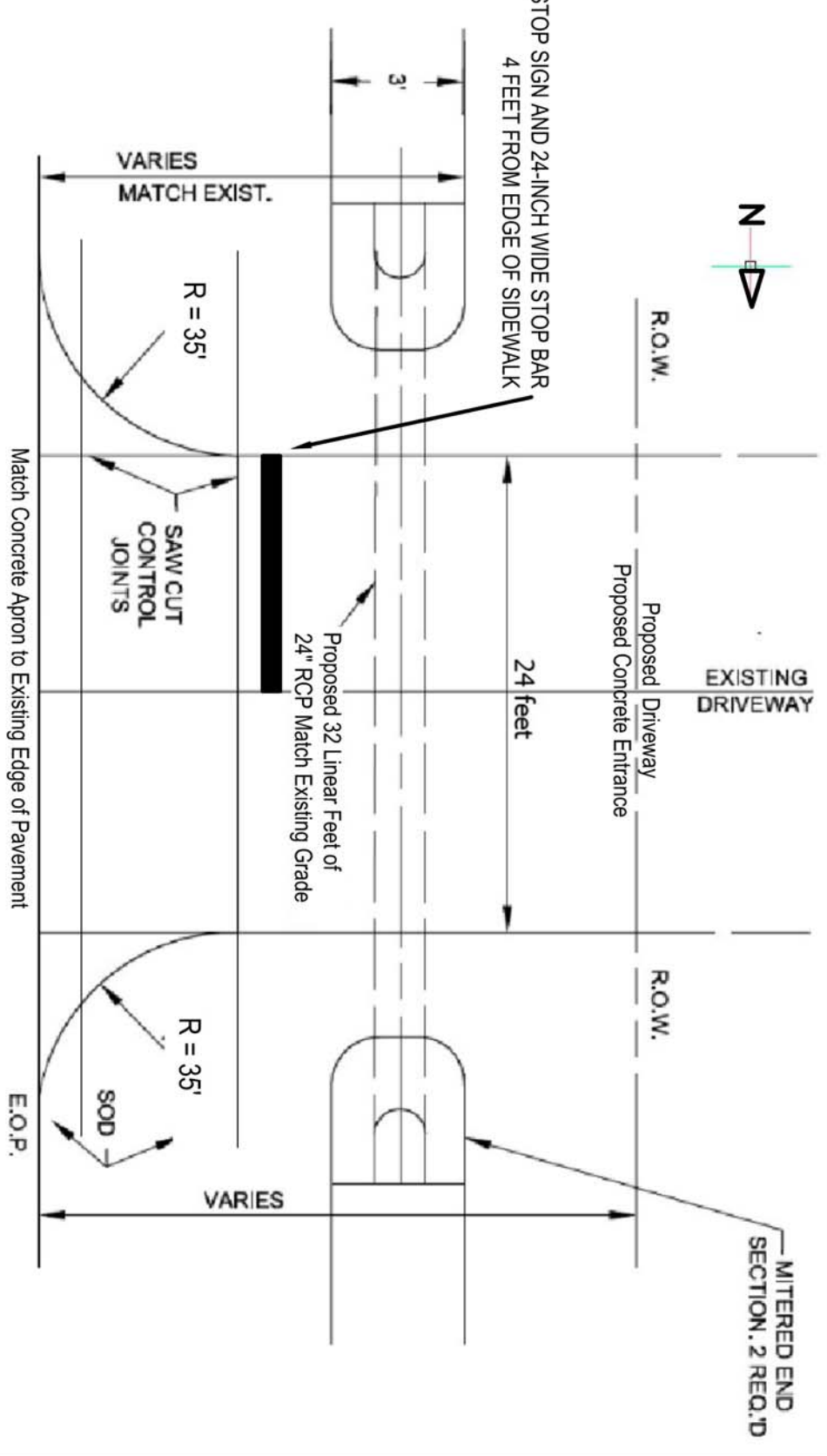
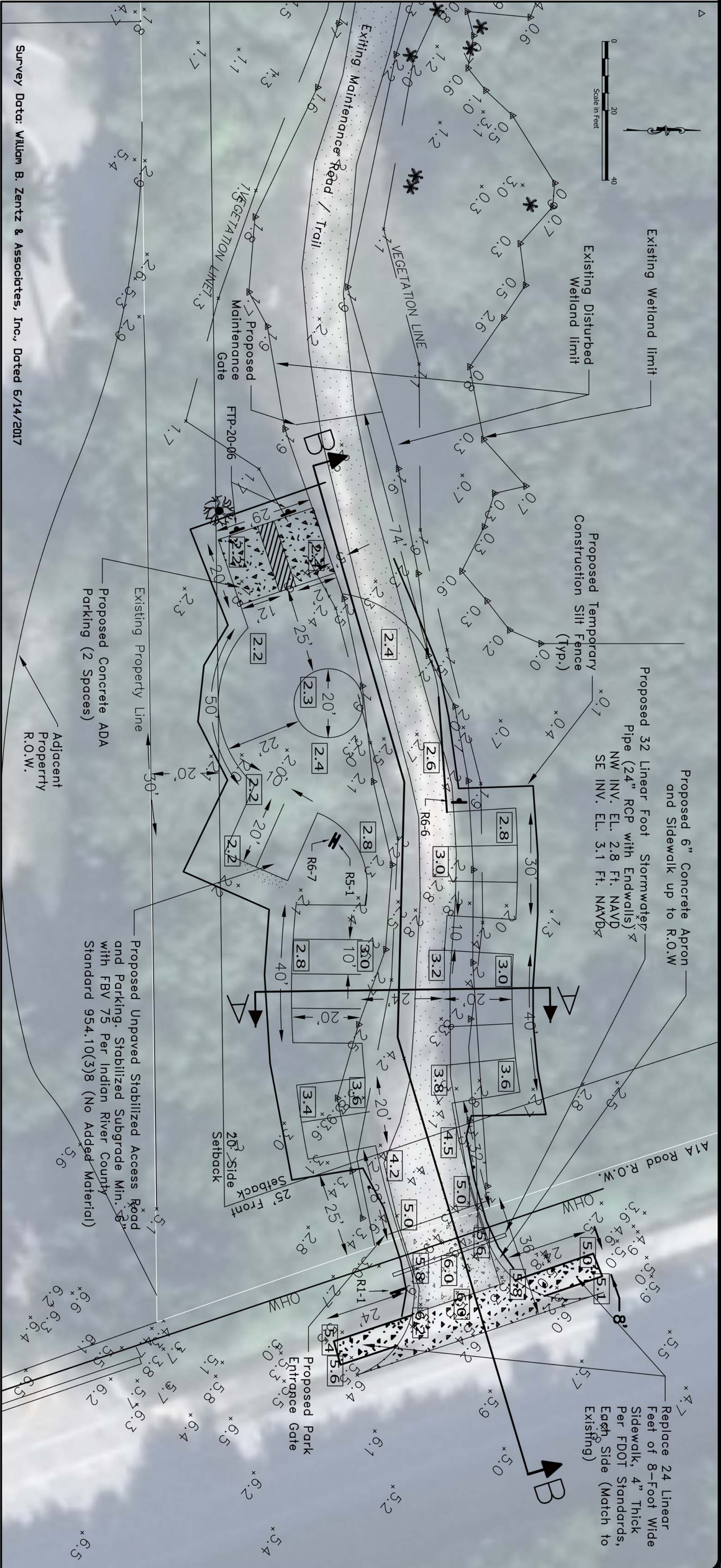


COASTAL ENGINEERING · ENVIRONMENTAL PERMITTING  
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601 21st Street  
Suite 300  
Vero Beach, FL 32960  
(772) 473-4099  
www.coastalwde.com  
C.A. No. 28071

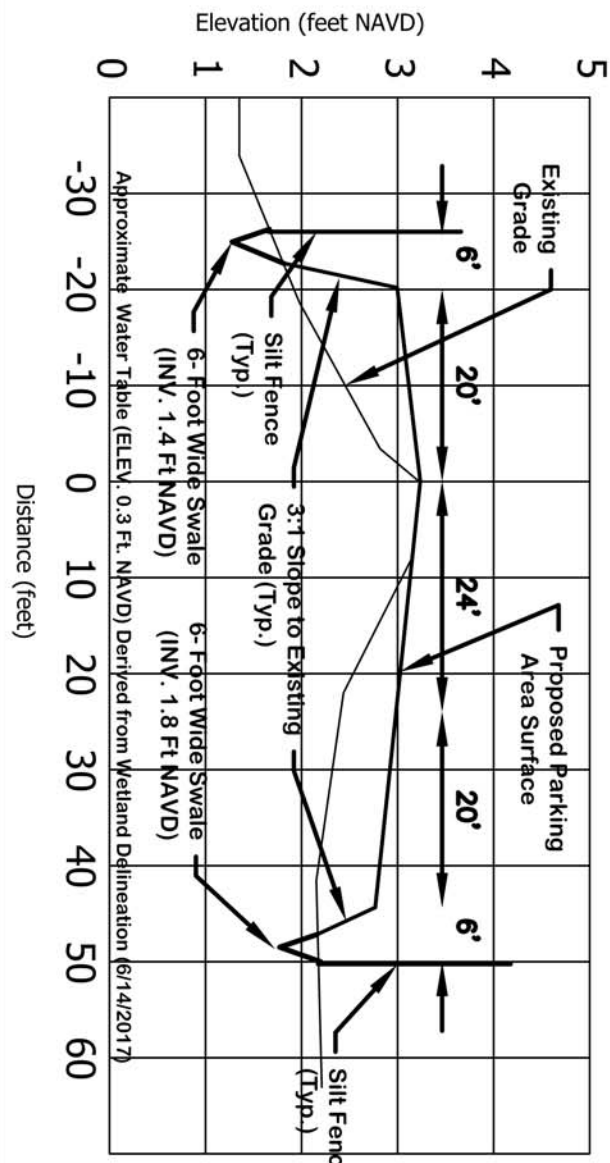
REVISION
4/10/2018 LDR Comments
7/25/2018 LDR Comments
7/25/2019 Parking Only



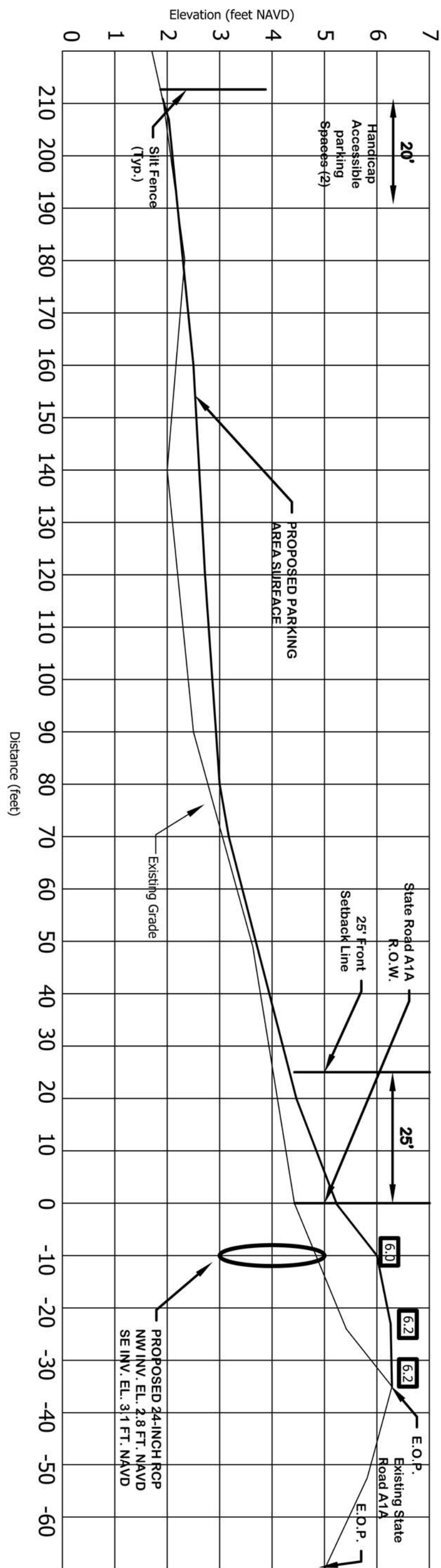


Driveway Entrance and Parking Details

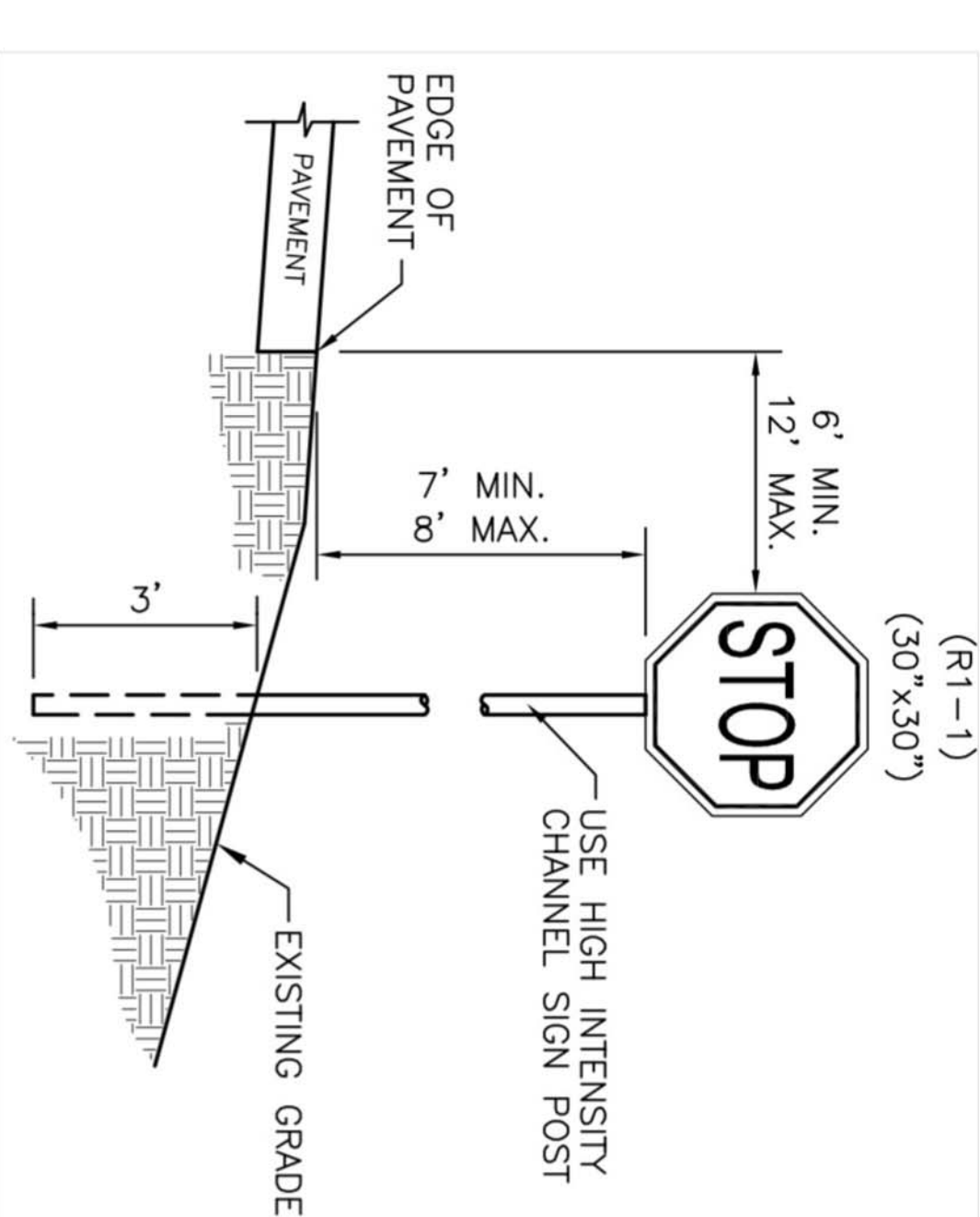
Parking Cross Section



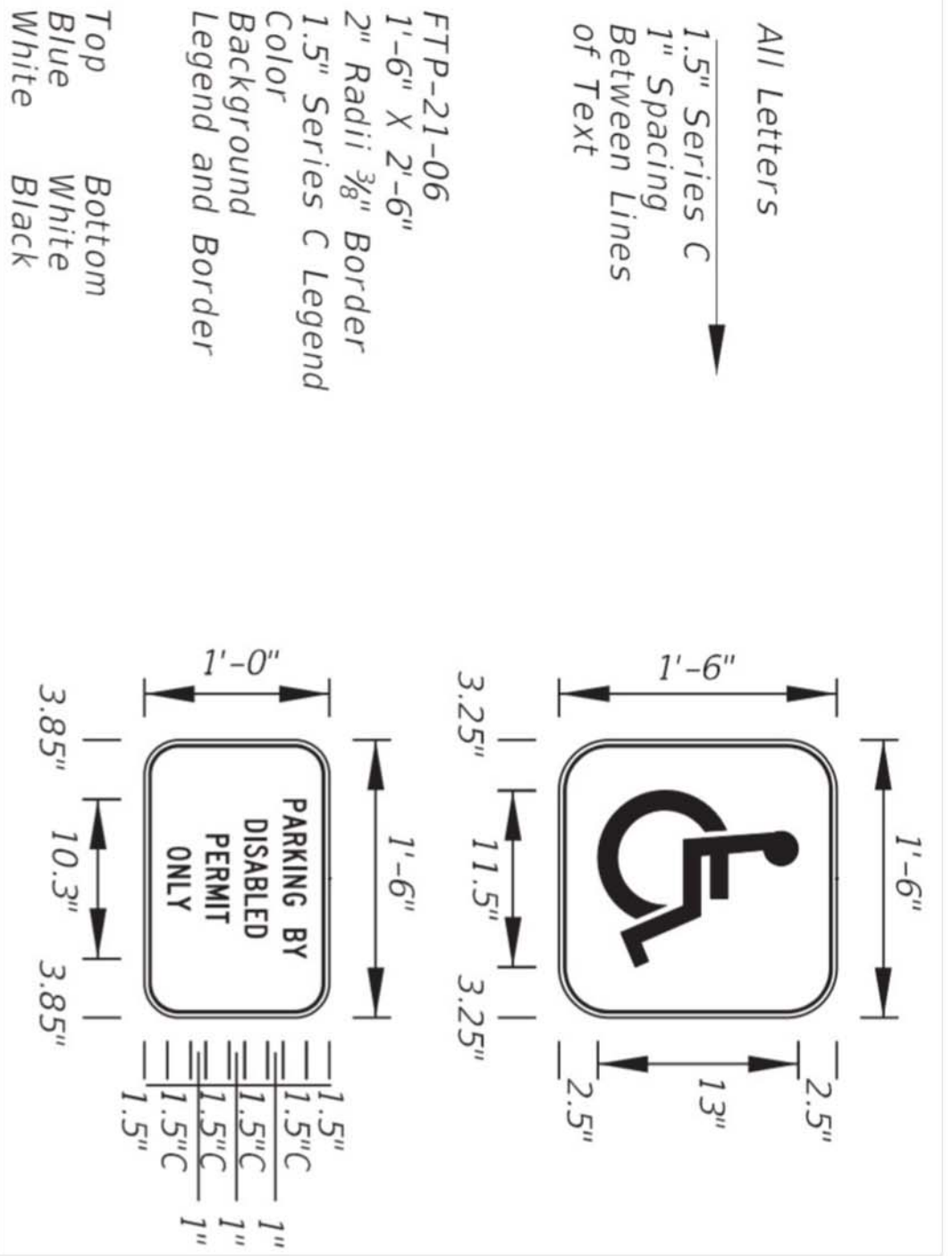
Section A-A



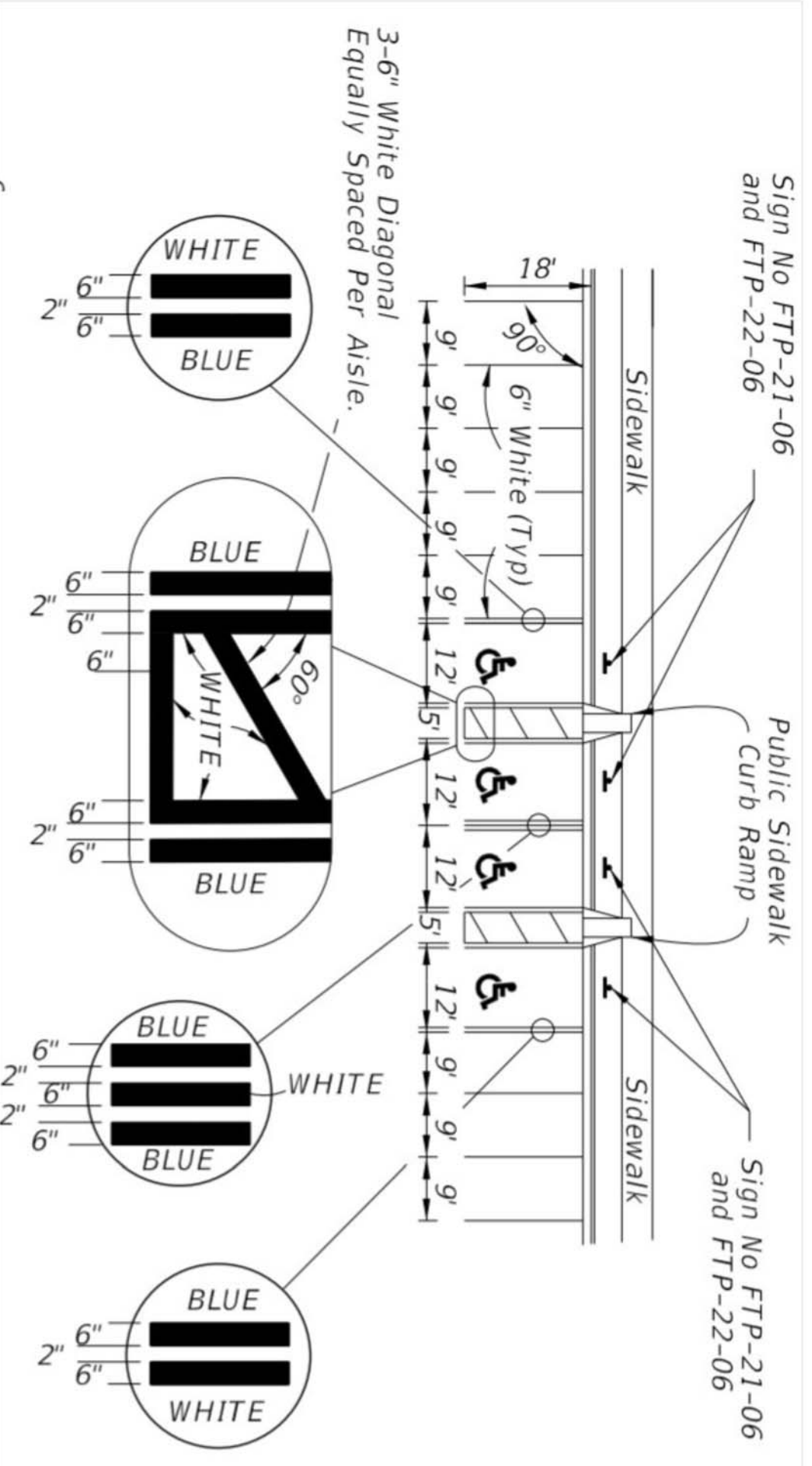
Section B-B



Stop Sign and Location Detail



Handicapped Pavement Sign Details



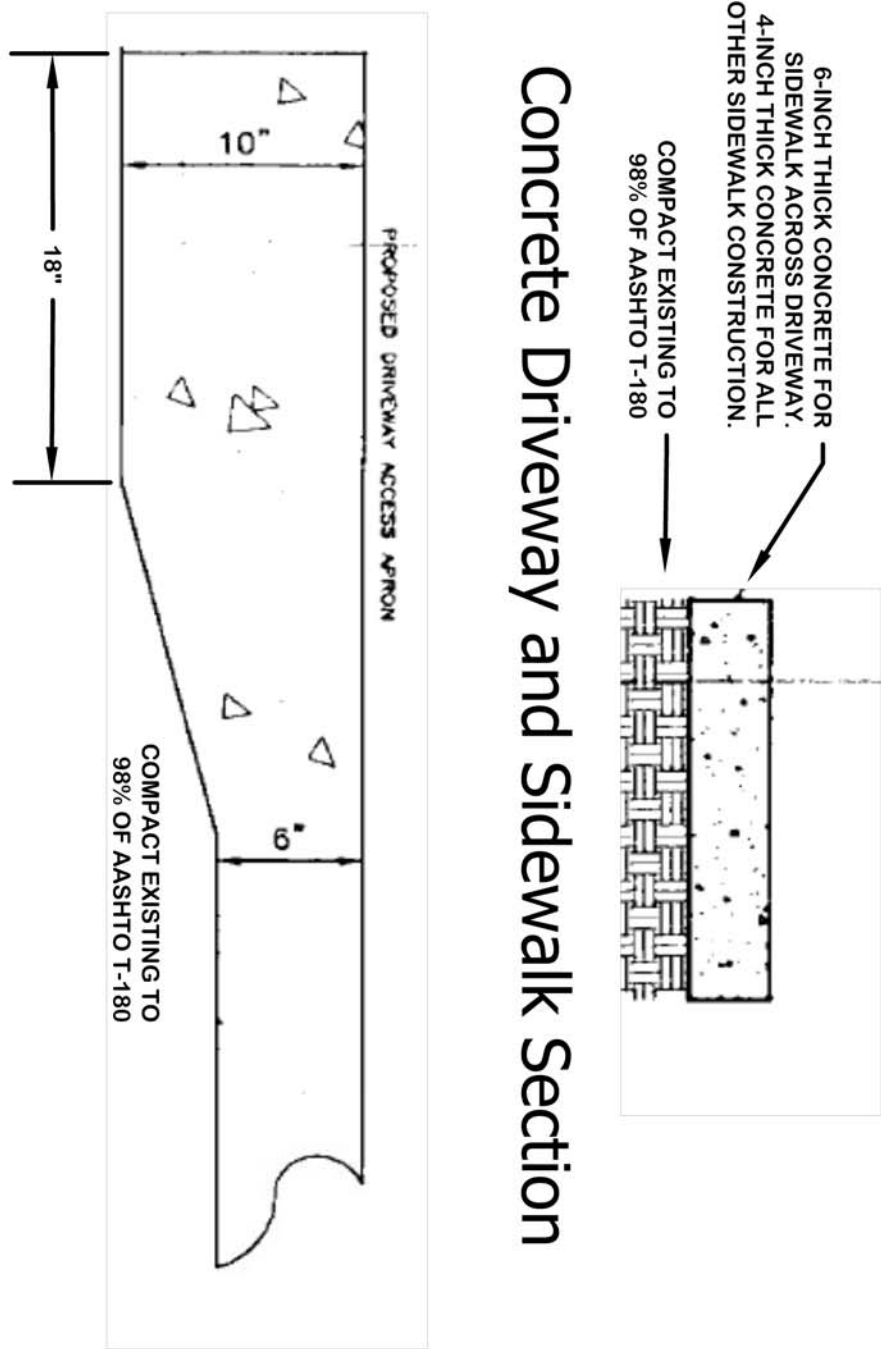
Handicapped Pavement Symbol Details FDOT Index 17346

### Handicap Parking Notes:

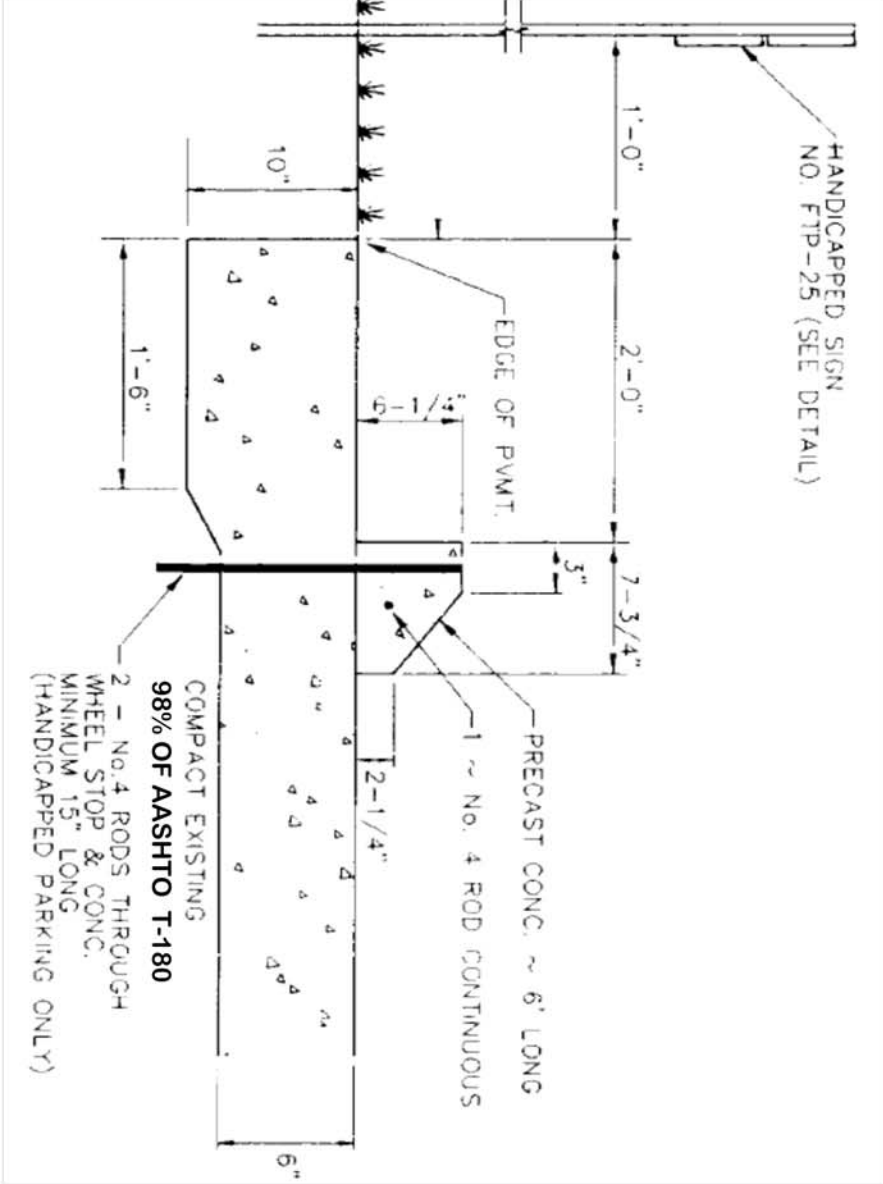
1. Handicap Stall Parking shall meet the requirements for FDOT Design Standards, 2017-2018, Index 17346.
2. Parking Stall widths shall be dimensioned from centerline to centerline of the white stripes. This applies to handicap parking stalls also.

LEGEND	
+6.2	Existing Grades (Feet NAVD)
6.2	Proposed Grades (Feet NAVD)

### Concrete Driveway and Sidewalk Section



Driveway Apron Connection Detail



Wheelstop Detail At Handicap Parking

Engineer SMB	Checked SMB
Date 10/26/2017	Scale AS NOTED
Project Number 1471701	

REVISION
4/10/2018 LDR Comments
7/25/2018 LDR Comments
7/25/2019 Parking Only



Stabilized Area

Total Stabilized Area = 7,428 s.f.  
Less Existing Stabilized Area = 1,751 s.f.  
Proposed (New) Stabilization Area = 5,677 s.f.  
70% of Proposed Stabilization Area = 3,974 s.f.  
Add Concrete = 580 s.f.  
Total Area (70% of Stabilized) = 4,554 s.f.

Stormwater Calculations

Impervious Area: Area of Improvement  
Proposed (New) Stabilization Area = 5,677 s.f.  
Add Concrete = 580 s.f.  
Total Area of New Improvement = 6,257 s.f.

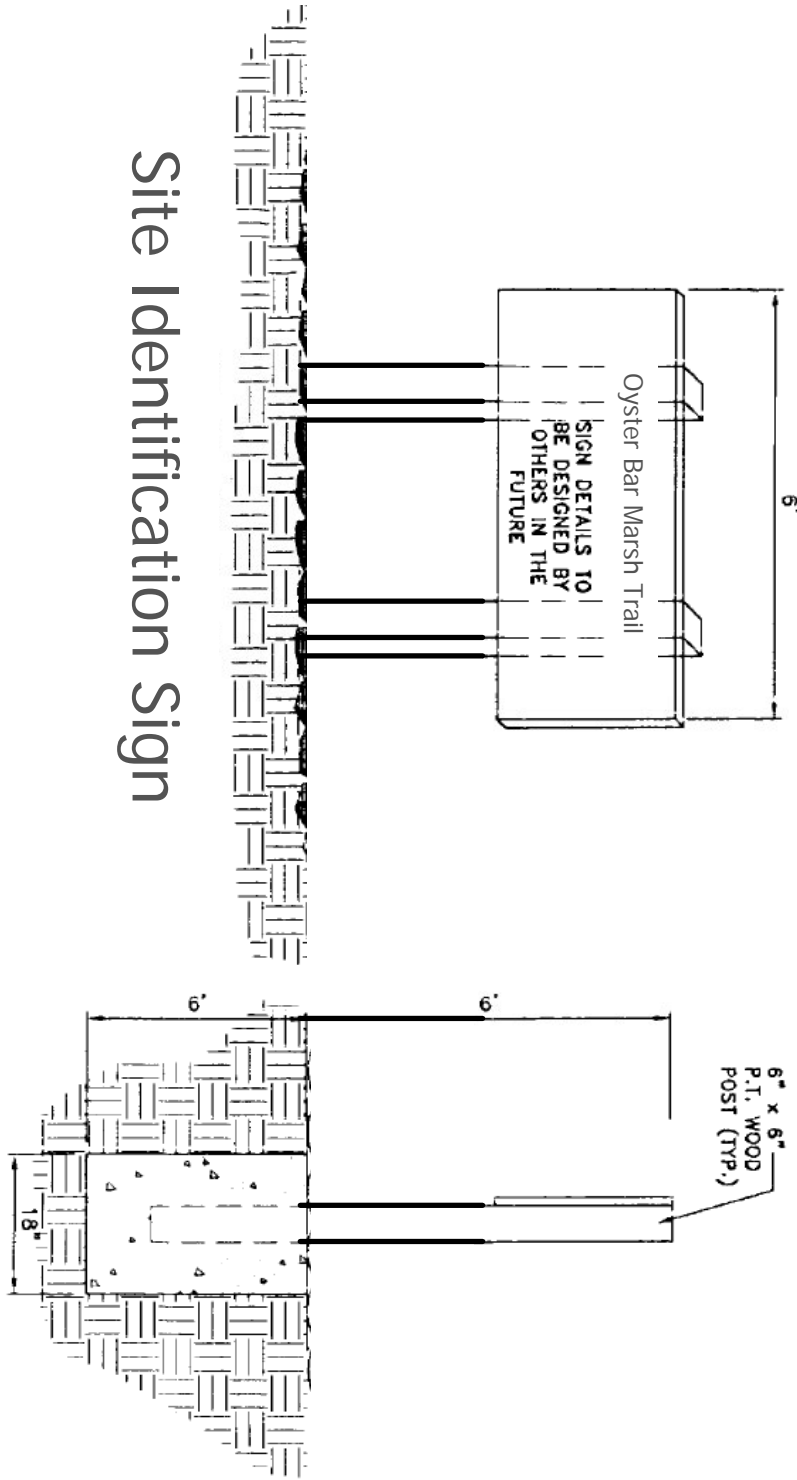
1-inch rainfall x 0.083 feet  
519 c.f.

1.5-inch rainfall x 0.125 feet  
782 c.f.

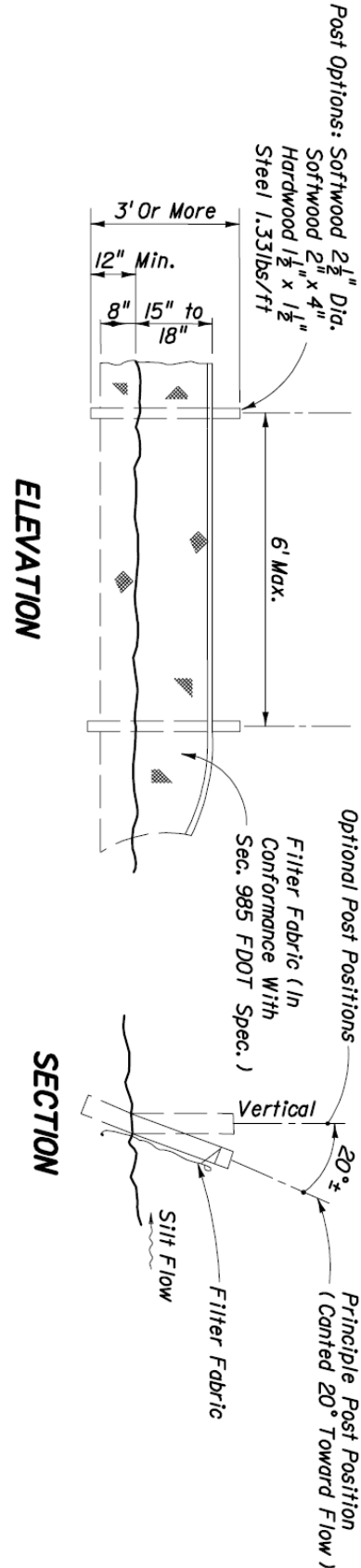
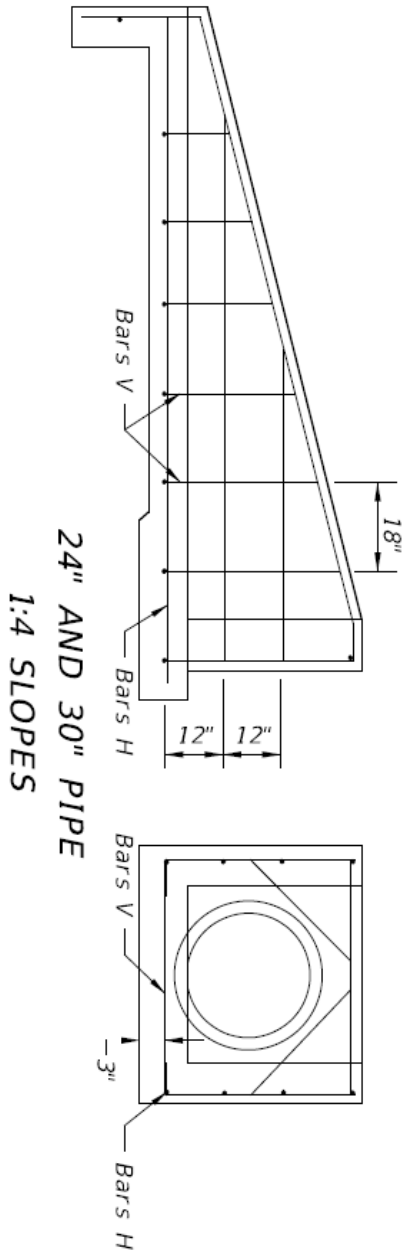
Treatment Area:

290 l.f. x 6-feet wide x 1-foot deep x .5 = 870 c.f.

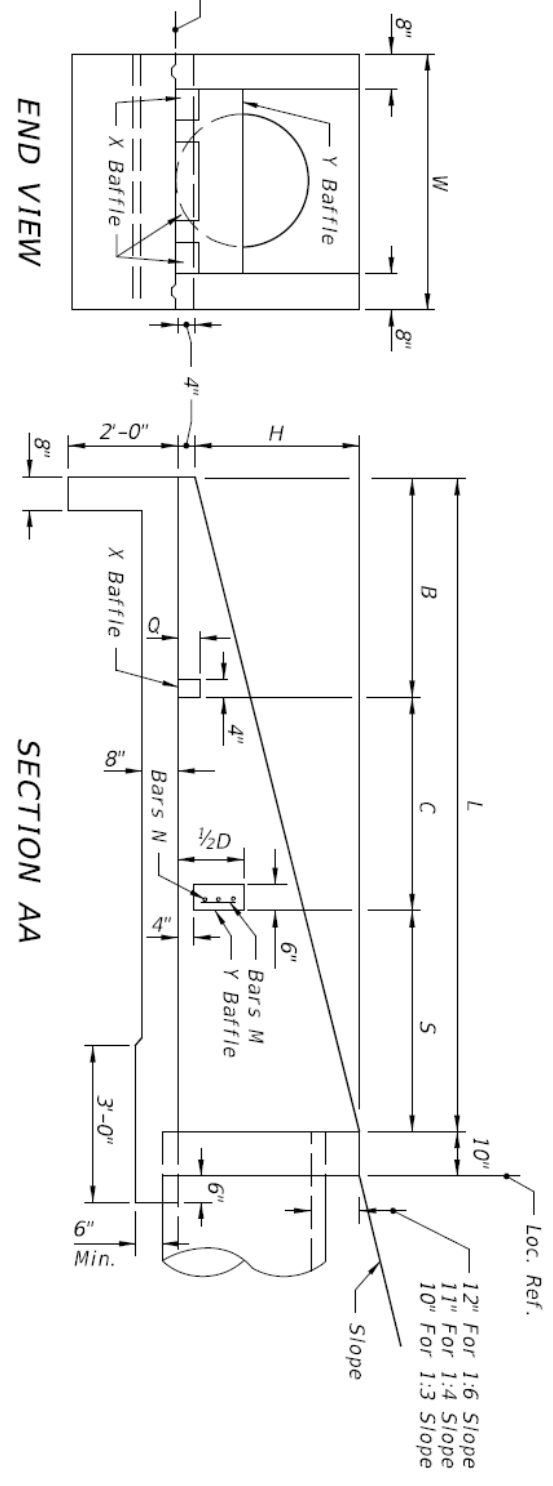
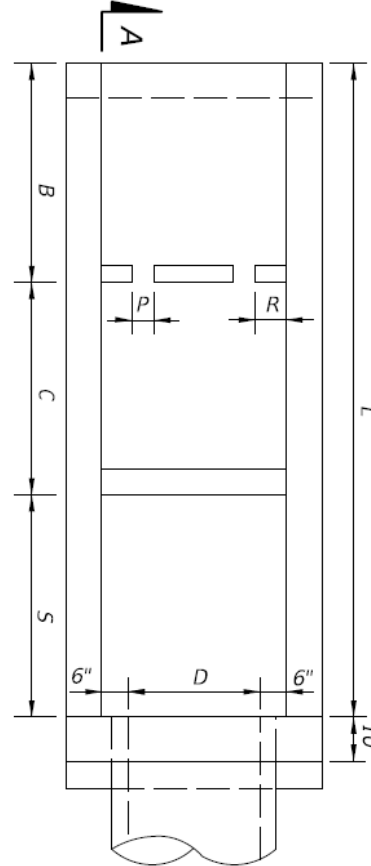
Stormwater Calculations



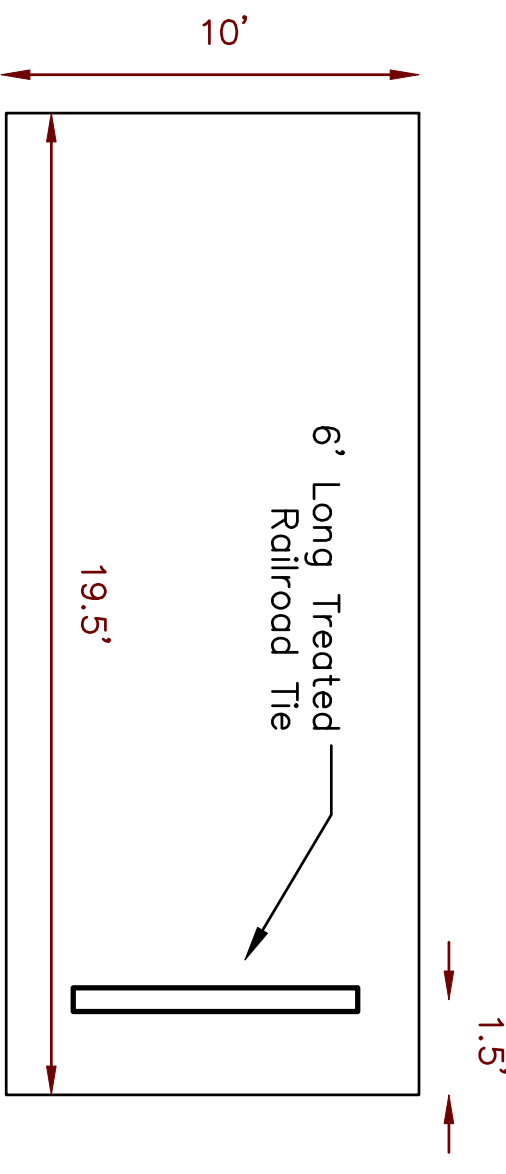
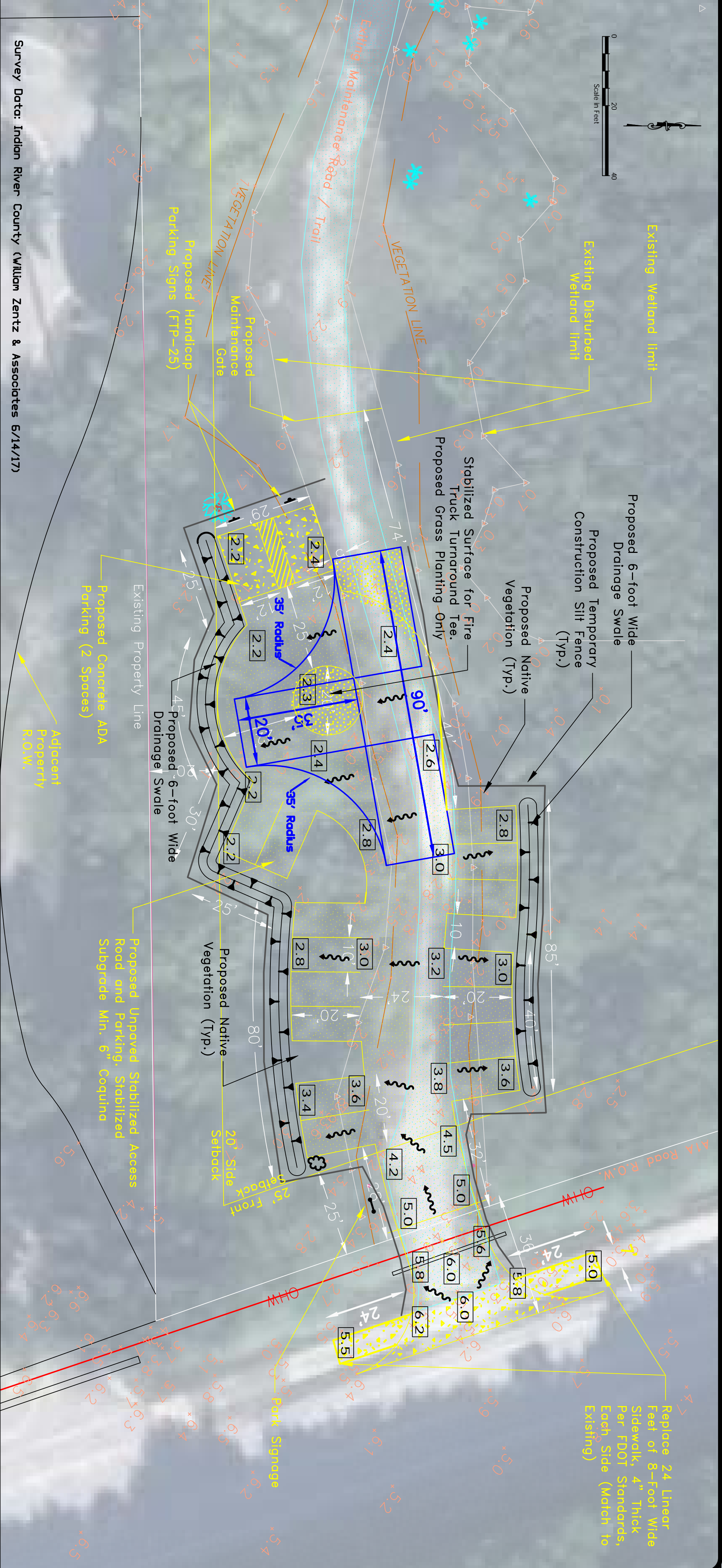
DIMENSIONS AND QUANTITIES FOR ONE U-ENDWALL									
Rate Of Slope	Pipe Size		L	H	W	Baffle Locations (When Required)			Reinf. Concrete Steel Lbs.
	D (59q-Ft.)	Area				S	B	C	
1 : 3	15"	1.23	5'-3"	1'-9"	3'-7"	1'-9"	1'-9"	1'-19	51
	18"	1.77	6'-0"	2'-0"	3'-10"	2'-0"	2'-0"	1'-42	56
	24"	3.14	7'-6"	2'-6"	4'-4"	2'-6"	2'-6"	1'-94	77
	30"	4.91	9'-0"	3'-0"	4'-10"	3'-0"	3'-0"	2'-54	96
	36"	7.07	11'-0"	3'-7"	5'-7"	3'-7"	3'-7"	3'-48	124
1 : 4	15"	1.23	7'-4"	1'-10"	3'-7"	2'-6"	2'-6"	1'-54	64
	18"	1.77	8'-4"	2'-1"	3'-10"	2'-10"	2'-10"	1'-84	71
	24"	3.14	10'-4"	2'-7"	4'-4"	3'-6"	3'-6"	2'-53	92
	30"	4.91	12'-4"	3'-1"	4'-10"	4'-2"	4'-2"	3'-34	124
	36"	7.07	14'-4"	3'-7"	5'-7"	3'-10"	3'-10"	3'-34	124
1 : 6	15"	1.23	11'-6"	1'-11"	3'-7"	3'-10"	3'-10"	2'-19	89
	18"	1.77	13'-0"	2'-2"	3'-10"	4'-4"	4'-4"	2'-63	103
	24"	3.14	16'-0"	2'-8"	4'-4"	5'-4"	5'-4"	3'-59	143
	30"	4.91	19'-0"	3'-2"	4'-10"	6'-4"	6'-4"	4'-81	180



TYPE III SILT FENCE

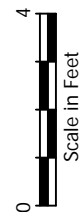
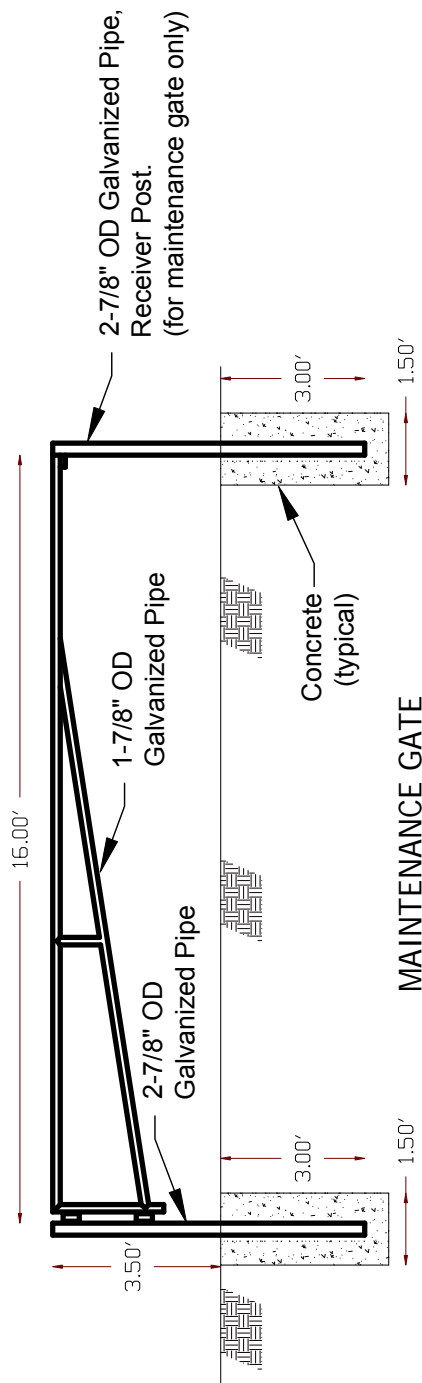
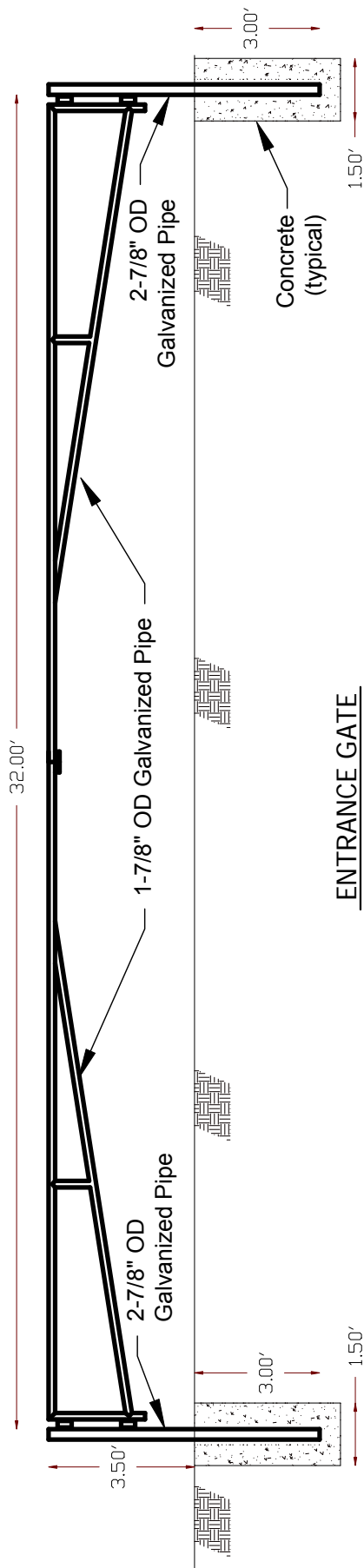


Drainage Plan  
(with Fire Access Alternative Hammerhead)



Standard Parking Spaces - Wheel Stop

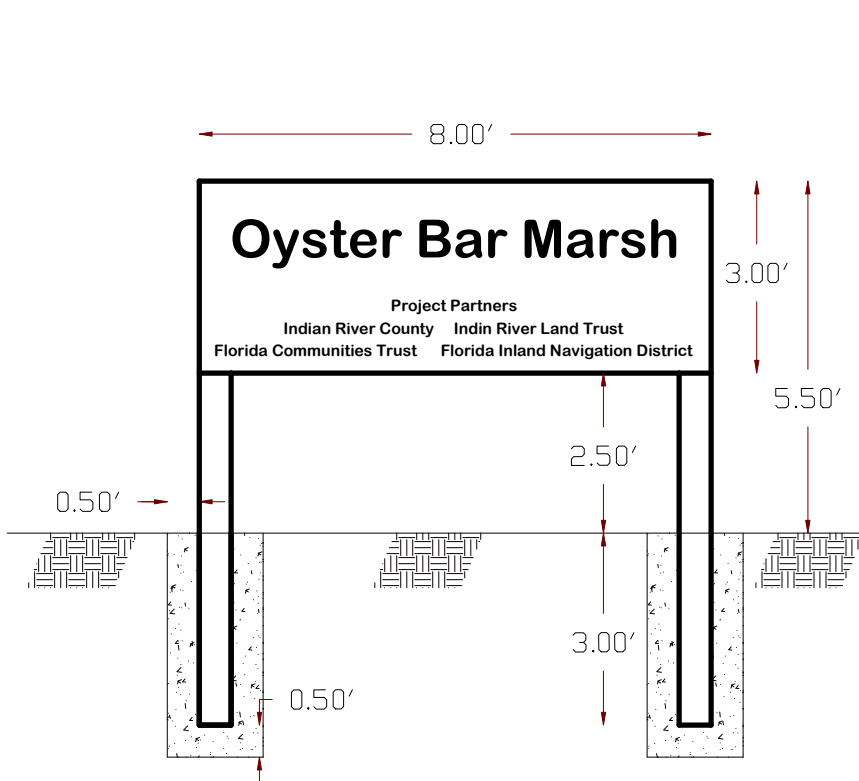




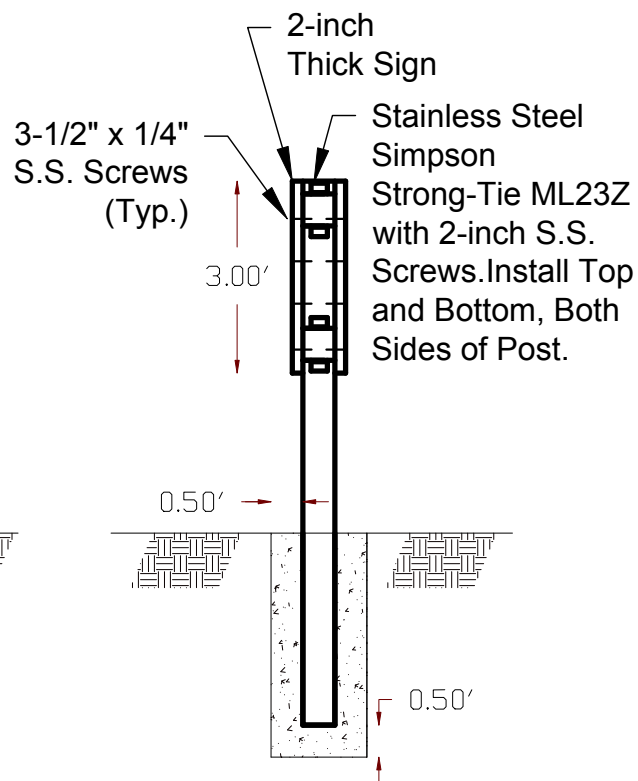
**NOTES:**

1. Install Double Manual Swing Gate at park entrance and Single Manual Swing Gate at maintenance area entrance located as per construction drawings titled, "Oyster Bar Marsh Trail Improvements - Parking and Driveway Access Construction" by Coastal Waterways Design & Engineering LLC dated 10/26/2017 (Revision 7/25/2019). Both gates shall be painted Safety Yellow. All support and receiver posts shall be painted Safety Yellow.
2. Gate shall be Sentinel Manual Swing Barrier gates as Manufactured by Guardian Traffic Systems, or equal. Contact sales@tigerteethstore.com for additional information.

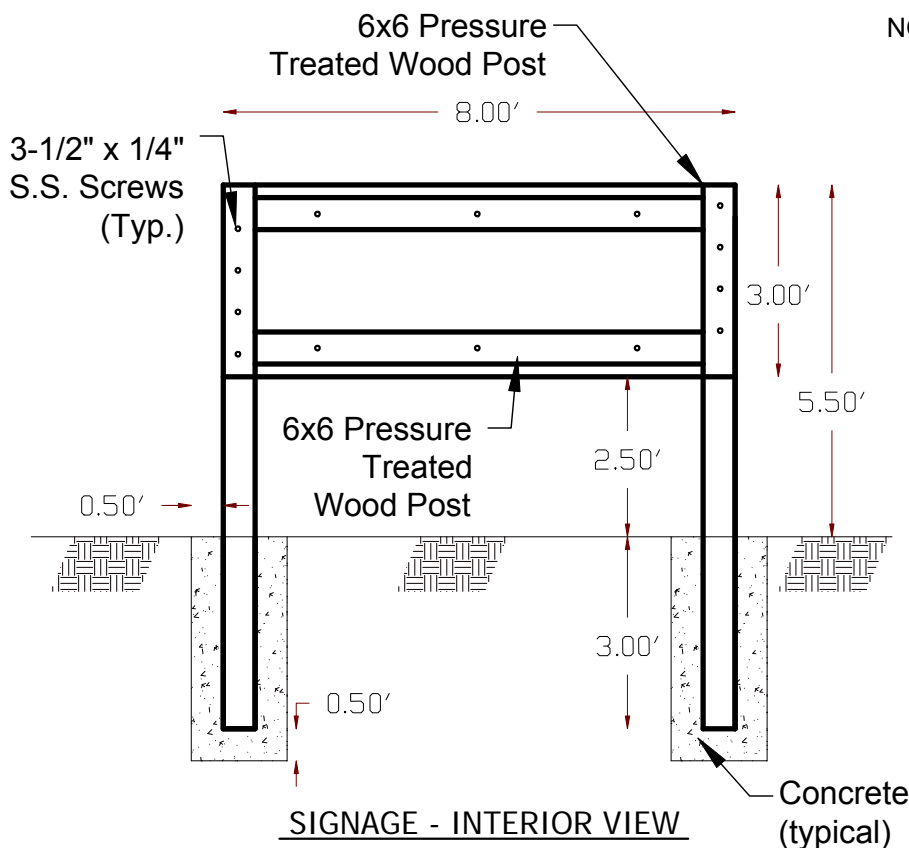
Stephen W. Boehning, P.E.  
FL. PE No. 52201



SIGNAGE - FRONT AND BACK VIEW



SIGNAGE - SIDE VIEW



SIGNAGE - INTERIOR VIEW

**NOTES:**

1. Install 2-inch thick sign fabricated from 15 Lb "Sign Foam". Sign shall be green color with matching green painted posts. Sign lettering shall be raised, white colored, with size and type approved by Engineer and Indian River Land Trust.. Minimum three (3) coats of Premium Exterior 100% Acrylic Paint by Florida Paints and Coatings LLC, or equal.
2. Sign is compliant with 6th Edition Florida Building Code for Risk Category I and ultimate wind speed of 145 mph.
3. Wood posts shall be treated with 0.6 pcf ACQ Type D preservative and shall be kiln dried after treatment.
4. Location of sign shall be per Construction Drawings titled, "Oyster Bar Marsh Trail Improvements - Parking and Driveway Access Construction" by Coastal Waterways Design & Engineering LLC, dated 10/26/2017 (Revision 7/25/2019).



Stephen W. Boehning, P.E.  
FL. PE No. 52201