



## 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:	Kroegel Homestead Improvements
Bid #:	2021007
Bid Bond Required:	5% if bid over \$35,000
Public Construction Bond Required:	Yes, if total award is over \$100,000
Pre-Bid Meeting time/location:	N/A

**Bid Opening Date: November 19, 2020**

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

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

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

**Refer All Questions to:**

Email: [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 # 2021007**  
**Kroegel Homestead 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 November 19, 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.

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: Thursday, October 22, 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. The bid forms shall not be recreated. ***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 Bonds and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction 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.

**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. The Indian River County Building Division schedule of permit fees is provided in Appendix B. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Contractor.

**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. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency.

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

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

**Non-Discrimination:** 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. Discrepancies between words and figures will be resolved in favor of the words. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

**Bid Rejection:** Failure to comply with all the 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, 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, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

**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 an active State of Florida General Contractor's license. Contractor must be registered with the Indian River County Building Division prior to execution of the agreement.

**Insurance:**

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

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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Contractor is required for the completion of all work, with the exception of the restroom, as detailed in the plans, specifications and permits provided.

See Appendix A – A NEW PAVILION AT KROEGEL HOMESTEAD, RCP Model #LW-G1212-03 (12' X 12') Shelter, for the specifications for the proposed pavilion construction. Please note Indian River County has utilized RCP Shelters for several past projects. The County has selected this pavilion model for the Kroegel site for its conformance to the aesthetic, functional and maintenance requirements for the project. No alternate pavilions will be considered.

See Appendix B – Schedule of Indian River County Permit Fees and Project Permits

See Appendix C – Project Plans for all other technical specifications. Note that the restroom will not be constructed as part of this bid.

Notes:

- Contractor will obtain and pay for necessary building permits for the Pavilion construction. The cost of permit fees payable to Indian River County are provided in Appendix B.
- Contractor must provide a proposed project construction schedule with their bid. Use January 1, 2021 as the projected notice to proceed date. The schedule must include the following minimum milestones:
  - Permitting & SWPPP Approval
  - Clearing & Grubbing
  - Parking and Walkways
  - Concrete Aprons
  - Potable water service
  - Gravity sewer construction & certification
  - Pavilion Slab
  - Pavilion Construction
  - Planting & Finals

The following agencies have permitting authority over the project site:

City of Sebastian

Indian River County Building Division

Florida Department of Environmental Protection

Bidder must possess the following licenses and registrations at the time of bid:

State of Florida: General Contractor

Contractor must be registered with the Indian River County Building Division prior to execution of the agreement.

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End of Technical Specifications



## Bid Form

### Kroegel Homestead Improvements

Bid #: 2021007  
 Bid Opening Date and Time: November 19, 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:

<b>EARTHWORK &amp; EROSION CONTROL</b>				
ITEM DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
1 Mobilization	\$	LS	1	\$
2 Maintenance of Traffic - driveways and FM connection	\$	LS	1	\$
3 Removal of Existing Driveway and Hydroseed	\$	SY	280	\$
4 Removal of Existing Gravel Driveways	\$	SY	191	\$
5 Removal of existing concrete sidewalk	\$	SY	7	\$
6 Removal of existing concrete driveways - to depth to construct new driveway	\$	SY	63	\$
7 Removal of Posts, Signs and relocation of (2) mailboxes	\$	LS	1	\$
8 Removal of Existing 12" CMP	\$	LF	60	\$
9 Relocation of Palm Trees	\$	EA	5	\$
10 Additional Stabilization of Existing Driveways	\$	SY	168	\$
11 Import Fill and Place (in situ)	\$	CY	850	\$
12 Fine Grading (parking, dry pond, bldg. pads)	\$	SY	2,130	\$
13 Sod, Bahia (dry pond, 2" off sidewalk, roadway & buildings)	\$	SY	740	\$
14 4' Hogwire fence, w/ 3 gates (1 is a double gate)	\$	LF	843	\$
15 Erosion Control (construction entrance, silt fence & tree protection)	\$	LS	1	\$
<b>Subtotal – Earthwork and Erosion Control</b>				<b>\$</b>

ROADWORK/WALKWAYS – ASPHALT MILLINGS					
ITEM	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
16	3" Coquina Base (walking trail)	\$	SY	373	\$
17	6" Stabilized Subgrade (walking trail & concrete areas)	\$	SY	690	\$
18	4" Asphalt Millings (parking lot)	\$	SY	1224	\$
19	8" Stabilized Subgrade (parking lot)	\$	SY	1320	\$
20	6" Thick Unreinforced Concrete	\$	SY	300	\$
21	6" Thick Concrete Sidewalk (REPLACEMENT)	\$	SY	7	\$
22	Pre-Cast Concrete Wheel Stop	\$	EA	13	\$
23	Parking Lot Gates	\$	EA	2	\$
24	Signage and Striping	\$	LS	1	\$
Subtotal – Roadwork/Walkways					\$

DRAINAGE					
ITEM	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
25	12" X 18" ERCP	\$	LF	84	\$
26	Mitered End Section	\$	EA	4	\$
Subtotal - Drainage					\$

POTABLE WATER & FIRE					
ITEM	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
27	1.5" PVC Water Main	\$	LF	207	\$
28	6"x1.5" T.S.&V	\$	EA	1	\$
29	1" Meter & RPZ	\$	EA	1	\$
Subtotal – Potable Water and Fire					\$

SEWER					
ITEM	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
30	2" PVC Forcemain	\$	LF	180	\$
31	4" Gate Valve	\$	EA	1	\$
32	4" X 2" MJ Reducer	\$	EA	1	\$
33	10" X 4" Tapping Sleeve and Valve (T.S. &V)	\$	EA	1	\$
34	4" PE Directional Bore	\$	LF	80	\$
35	Private Lift Station	\$	EA	1	\$
Subtotal - Sewer					\$

<b>CONSTRUCTION SERVICES</b>					
ITEM	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
36	Survey Stake Out	\$	LS	1	\$
37	Water Line Testing	\$	LS	1	\$
38	Sewer Line Testing	\$	LS	1	\$
39	Asbuilts	\$	LS	1	\$
<b>Subtotal – Construction Services</b>					<b>\$</b>

<b>OTHER</b>					
ITEM	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
36	Pavilion Materials & Construction	\$	LS	1	\$
37	Public Construction Bond	\$	LS	1	\$
38	All Permits	\$	LS	1	\$
<b>Subtotal - Other</b>					<b>\$</b>

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**Total Project Cost**

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Total Project Cost (in words): \_\_\_\_\_

Alternate #1:

<b>ROADWORK/WALKWAYS – Alternate #1 - COQUINA SURFACE</b>					
ITEM	DESCRIPTION	UNIT PRICE	UNIT	QUANTITY	TOTAL
16	3" Coquina Base (walking trail)	\$	SY	373	\$
17	6" Stabilized Subgrade (walking trail & concrete areas)	\$	SY	690	\$
18	6" Coquina Base (parking lot)	\$	SY	1224	\$
19	8" Stabilized Subgrade (parking lot)	\$	SY	1320	\$
20	6" Thick Unreinforced Concrete	\$	SY	300	\$
21	6" Thick Concrete Sidewalk (REPLACEMENT)	\$	EA	7	\$
22	Pre-Cast Concrete Wheel Stop	\$	EA	13	\$
23	Parking Lot Gates	\$	EA	2	\$
24	Signage and Striping	\$	LS	1	\$
<b>Subtotal – Alternate #1 – Roadwork/Walkways</b>					<b>\$</b>

The following mandatory documents are completed and submitted with this bid:

1. Proposed Schedule of Work
2. Bid Security
3. Sworn Statement on Disclosure of Relationships
4. Qualifications Questionnaire and required attachments
5. Certification Regarding Prohibition Against Contracting With Scrutinized Companies
6. Certification Regarding Lobbying

**Project completion time after receipt of "Notice to Proceed": \_\_\_\_\_ DAYS**

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

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

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

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

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

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

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

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type / Printed)

---

## 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: \_\_\_\_\_

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**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. 2021007  
for Kroegel Homestead 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 \_\_\_\_\_

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

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

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

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

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



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**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

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## Qualifications Questionnaire

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1. Bidder's Name / Address: \_\_\_\_\_  
\_\_\_\_\_
2. Bidder's Telephone & FAX Numbers: \_\_\_\_\_  
\_\_\_\_\_
3. Licensing and Corporate Status:
  - a. Is Contractor License current? \_\_\_\_\_
  - b. Bidder's Contractor License No: \_\_\_\_\_ [Attach a copy of Contractor's License to the bid]
  - c. Attach documentation from the State of Florida Division of Corporations that indicates the business entity's status is active and that lists the names and titles of all officers.
4. Number of years the firm has performed business as a Contractor in construction work of the type involved in this contract: \_\_\_\_\_
5. What is the last project OF THIS NATURE that the firm has completed?  
\_\_\_\_\_  
\_\_\_\_\_
6. Has the firm ever failed to complete work awarded to you? \_\_\_\_\_  
  
[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which the firm failed to complete the work.]
7. Has the firm ever been assessed liquidated damages? \_\_\_\_\_  
  
[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which liquidated damages have been assessed.]
8. Has the firm ever been charged by OSHA for violating any OSHA regulations? \_\_\_\_\_  
  
[If your answer is "yes", then attach a separate page to this questionnaire that explains the circumstances and list the project name, Owner, and the Owner's telephone number for each project in which OSHA violations were alleged.]
9. Has the firm ever been charged with noncompliance of any public policy or rules? \_\_\_\_\_

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

10. Attach to this questionnaire, a notarized financial statement and other information that documents the firm's financial strength and history.

11. Has the firm ever defaulted on any of its projects? \_\_\_\_\_

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

12. Attach a separate page to this questionnaire that summarizes the firm's current workload and that demonstrates its ability to meet the project schedule.

13. Name of person who inspected the site of the proposed work for the firm:

Name: \_\_\_\_\_ Date of Inspections: \_\_\_\_\_

14. Name of on-site Project Foreman: \_\_\_\_\_

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

15. Name of Project Manager: \_\_\_\_\_

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

16. Complete the following table for SIMILAR projects (attach additional sheets, as necessary):

Project Name and Owner	Project Description, including date completed and cost	Contact Name, Phone and Email

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## Sample Agreement

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**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:

Kroegel Homestead Improvements, including purchase and installation of pavilion

### **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:	Kroegel Homestead Improvements
Bid Number:	2021007
Project Address:	11296 S. Indian River Drive, Sebastian, FL 32958

### **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 \_\_\_\_th 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 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.

##### **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.

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 2021007
- (6) Addenda (numbers \_\_ to \_\_ , inclusive);
- (7) CONTRACTOR'S Bid Form (pages \_\_ to \_\_, inclusive);
- (8) Bid Bond (pages \_\_ inclusive);
- (9) Qualifications Questionnaire (pages \_\_ to \_\_, inclusive);
- (10) Drug Free Workplace Form (pages \_\_ to \_\_, inclusive)
- (11) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships (pages \_\_ to \_\_, inclusive);
- (12) Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- (13) Certification Regarding Lobbying
- (14) 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 12: 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: \_\_\_\_\_  
TBD, 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.)

---

**Exhibit 1 – Pricing**

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## **PUBLIC CONSTRUCTION BOND**

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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.

**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)

---

## **Appendix A – Shelter Details**

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## SECTION 10 73 46 PRE-FABRICATED SITE SHELTERS

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Design, fabrication, finishing, and delivery of pre-engineered, glue laminated wood, factory-fabricated site shelter.
- B. Site work related to installation, by Contractor or Owner, including:
  - 1. Unloading and temporary storage, if any.
  - 2. Soil testing, if necessary.
  - 3. Site preparation.
  - 4. Column foundations, rebar, anchor bolts, and anchor embedment.
  - 5. Concrete slab and embedment.
  - 6. Erection.
  - 7. Field touch up painting of factory finishes, if necessary.
- C. Site access for delivery vehicles shall be provided by Owner.

#### **1.2 SYSTEM DESCRIPTION**

- A. Design shall meet or exceed applicable building code.
- B. Pre-Engineered, pre-fabricated packages shall include laminated wood beams, laminated wood columns, T&G wood roof deck, wood fascia, and column to beam connection fasteners.
- C. Pre-engineered, pre-fabricated package shall be designed as a fixed base, heavy timber construction structure. Superstructure components (columns, beams, & connection) shall be factory pre-cut and pre-drilled. Roof deck shall be delivered in specified lengths such that joints occur over beams for minimal cutting, Fascia and nailer shall be delivered in industry standard lengths and field cut by installer.
- D. Field labor required to install the pre-fabricated parts. Structure is shipped knocked down. Onsite welding shall not be required or permitted.

#### **1.3 REFERENCES**

- A. American National Standard for Wood Products – Structural Glued Laminated Timber (ANSI A-190.1)
- B. American Institute of Timber Construction (AITC)
- C. American Plywood Association (APA)
- D. Engineered Wood Association (EWA)

- E. American Society of Testing Material (ASTM)
  - 1. ASTM A307 - Standard Specification for Carbon Steel Bolts and Studs
  - 2. ASTM A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
  - 3. ASTM A572 - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel
- F. American Institute of Steel Construction (AISC)
- G. American Welding Society (AWS)
- H. Steel Structures Painting Council (SSPC); SSPC-SP10 - Near-White Blast Cleaning
- I. Leadership in Energy and Environmental Design (LEED)

#### 1.4 QUALITY ASSURANCE

- A. Designer Qualifications: Design under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State where the Project is located.
- B. Manufacturer Qualifications: Company experienced in design and manufacture of shelters of the type specified, and having the following:
  - 1. Minimum five years of experience in design and fabrication of pre-fabricated glued laminated wood shelters.
  - 2. Three references of similar shelters completed within the past two years within a 100-mile radius of project.
  - 3. Fabricator membership in American Institute of Steel Construction (AISC), requiring quality control documentation and procedures. Provide current AISC shop certification upon request.
  - 4. All welding shall be performed to AWS standards by AWS certified welders. Provide welding certification upon request.
  - 5. Fabricator membership in AITC and APA/EWS. Members shall be marked (in an unseen finish product location) with an AITC or APA/EWS Quality Mark. Additionally, a Certificate of Conformance shall be provided, indicating conformance with ANSI/AITC A190.1-2002.
- C. Perform the work in accordance with applicable federal, State, and local building and safety codes and regulations.

#### 1.5 SUBMITTALS

- A. Minimum 5 sets of shop drawings, showing all details of construction, including foundation sizes, reinforcement, and locations. Drawings shall be furnished on minimum 22" x 34" paper. Prints on ledger, legal or letter size paper are unacceptable.
  - 1. Provide the licensed professional engineer's state stamp or seal on the shop drawings.
  - 2. Provide the licensed professional engineer's state stamp or seal on the structural calculations.

- B. Selection Samples: For each finish product specified, color charts representing manufacturer's full range of available colors.
- C. Warranty
  - 1. Provide minimum five-year warranty against manufacturer defects.
  - 2. Provide roofing manufacturer's limited warranty.

#### 1.6 DELIVERY, STORAGE, AND PROTECTION

- A. Individually wrap factory-finished structural components in fiber reinforced paper to protect the finish during transit.
- B. Wood roof deck shall be load wrapped and banded together in bundles that do not exceed 2,000 lbs.
- C. Shipped knocked down for minimal shipping charges.
- D. Deliver products to project site in manufacturer's protective packaging.
- E. Follow shelter manufacturer's recommendations and instructions, including those printed on the shop drawings. To minimize damage during unloading, use only padded forks or non-marring slings.
- F. Prefinished materials not being immediately installed must be protected from sunlight.
- G. Store products in manufacturer's unopened packaging well off the ground and covered out of weather until ready for installation.

## PART 2 PRODUCTS

#### 2.1 GENERAL

- A. Model: LW-G1212-03 as manufactured by RCP Shelters, Inc.
- B. Size and dimensions
  - 1. Shape: square
  - 2. Dimensions: 12' x 12' (reference preliminary drawings)
  - 3. Roof Style: gable
  - 4. Roof Pitch: 3:12
  - 5. Eave Height: minimum clearance at eave or beneath ornamentation shall be 7'-6"
  - 6. Quantity: 1
- C. Approved Manufacturer: RCP Shelters, Inc.
  - 1. 2100 SE Rays Way, Stuart, FL 34994.
  - 2. Toll Free: 800-525-0207
  - 3. Direct Line: (772) 288-3600
  - 4. Fax: 772-288-0207
  - 5. Website: [www.rcpshelters.com](http://www.rcpshelters.com)

6. Email: [info@rcpshelters.com](mailto:info@rcpshelters.com)

- D. Substitutions: Products other than specified must request in writing to Architect and receive approval, in writing, by addendum at least ten (10) days prior to the bid date. Unapproved alternates will not be allowed. See Instructions to Bidders for further instructions.

## 2.2 STRUCTURAL COMPONENTS

### A. Steel

1. Plates: ASTM A572 Grade 50
2. Finish: Powder Coat
  - a. Pre-blast inspection to catch and remove oil, grease, and other coatings impeding contaminants
  - b. Steel grit blasted to near white condition in accordance with SSPC-SP10, removing all oil residue, mil scale, weld spatter, and slag
  - c. Five stage phosphate wash (includes detergent, phosphate, rust protectant sealant)
  - d. Epoxy powder coat primer
  - e. Double topcoat TGIC polyester powder coat; color to be selected from manufacturer's standard color chart by Owner.
  - f. Primer plus finish coats shall be 7-12 mils thick
  - g. All materials inspected to meet 100% coating, proper cure, film thickness, and impact resistance
  - h. Wet-coat alternatives shall not be acceptable.
3. Fasteners: 4 gauge hot-dipped galvanized annular ring nails

### B. Glued Laminated Wood

1. Species: Southern Yellow Pine
2. Appearance Grade: Architectural
3. Lamination Thickness: 2" Nominal
4. Adhesive: Resorcinol
5. Stress Combination: 24F-V3
6. Preservation Treatment: CCA 0.4 pcf prior to gluing (columns only)
7. Size: Per engineered drawings

### C. Structural Wood Roof Deck

1. Species: #1 grade Southern Yellow Pine, kiln dried
2. Treatment: none
3. Size: nominal 2" x 8"
4. Pattern: center matched, tongue and groove, with veed edges 1 side (EV1S)

### D. Fascia

1. Species: C or Better Clear Alaskan Yellow Cedar
2. Size: nominal 2" x 6"

### E. Factory Stained Wood

1. Beams, deck, and fascia shall receive factory applied semi-transparent wood stain, recommended to preserve the beauty of the wood. The color shall be chosen from manufacturer's standard color chart.

- F. Metal Roof System: Galvalume® metal roof panels with exposed fasteners.
  - 1. Profile: 5V Crimp
  - 2. Panel Gauge: minimum 26-gauge
  - 3. Panel Width: 2'-0"
  - 4. Panel Length: Precut to the length from the eave to the ridge
  - 5. Panel Orientation: Ribs shall run with the pitch of the roof for proper drainage
  - 6. Trim: Matching roof trim and fasteners
  - 7. Finish: Factory pre-finished with Kynar 500® paint system; color to be selected by Owner from standard color chart
  - 8. Underlayment: [HydraShell MAX](#)

### **PART 3 EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that site earthwork has been performed as required for satisfactory installation.

#### **3.2 PREPARATION**

- A. Install footings and columns as specified by shelter manufacturer on approved shop drawings.

#### **3.3 INSTALLATION**

- A. Perform installation in accordance with applicable federal, State, and local building and safety codes.
- B. Structural special inspections, if required, are shall be arranged and paid for by the Contractor or Owner.
- C. Install shelter in accordance with manufacturer's approved shop drawing and good construction practices.
- D. Install slab in accordance with shelter manufacturer's shop drawings. Slab perimeter dimensions determined by Owner.

#### **3.4 CLEANING AND PROTECTION**

- A. Clean installed work to like-new condition.
- B. Protect installed products until completion of project.
- C. Touch-up, repair, or replace damaged finishes before Substantial Completion. Touch up paint provided by manufacturer.

END OF SECTION

LW-G1212-03

RCP SHELTERS, INC.

- 2100 SE RAYS WAY STUART, FL 34994 PO BOX 25 STUART, FL 34995-0025
- SHELTERS
  - PAVILIONS
  - CONCESSIONS
  - KIOSKS
  - FABRIC SHADE
  - RESTROOMS
  - BANDSHELLS
  - MINI-SHELTERS
  - DUGOUTS
  - FABRIC SAIL
- Phone 800-525-0207 Fax 772-288-0207  
www.rcpselters.com Email info@rcpselters.com



PROJ. NO.:

DRAWN: JCS 11/19/2019

CHKD:

REV 1:

REV 2:

REV 3:

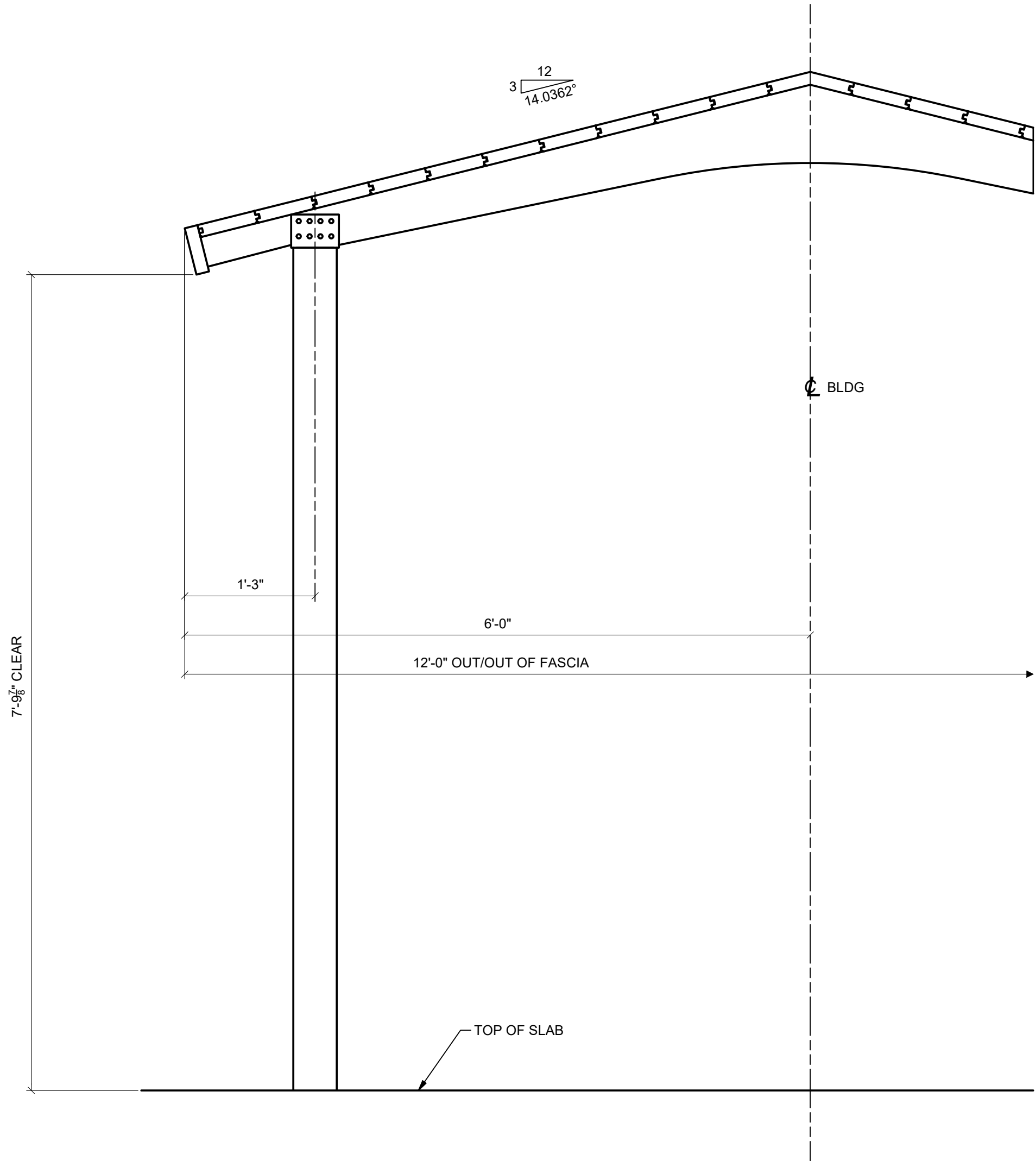
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SHOP NO.: LW-G1212-03

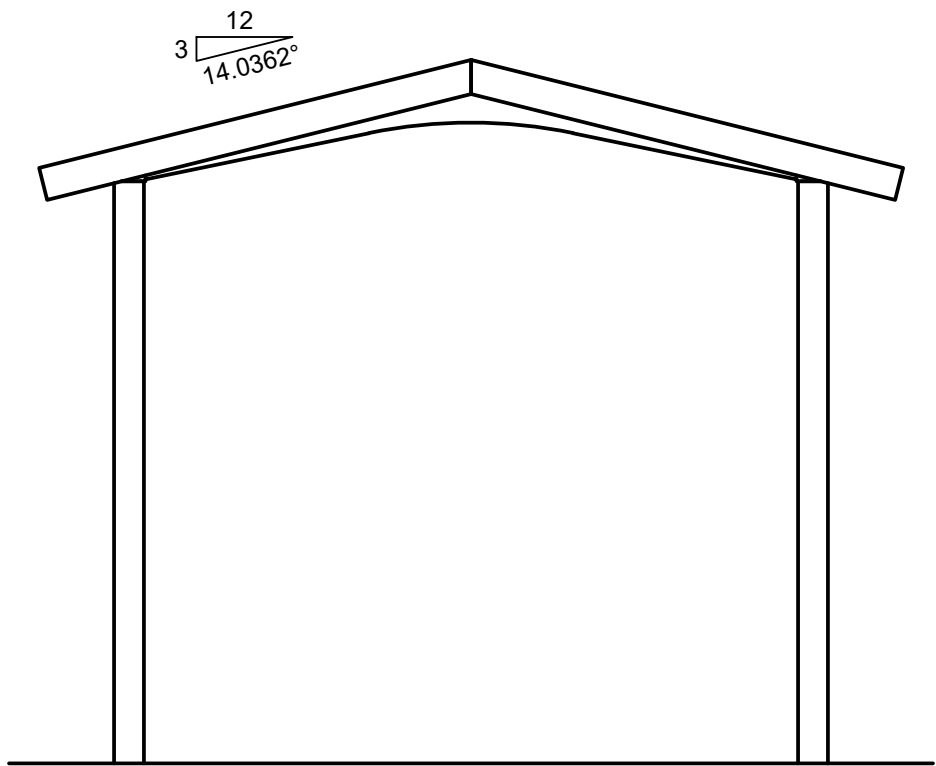
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SHEET NO.:

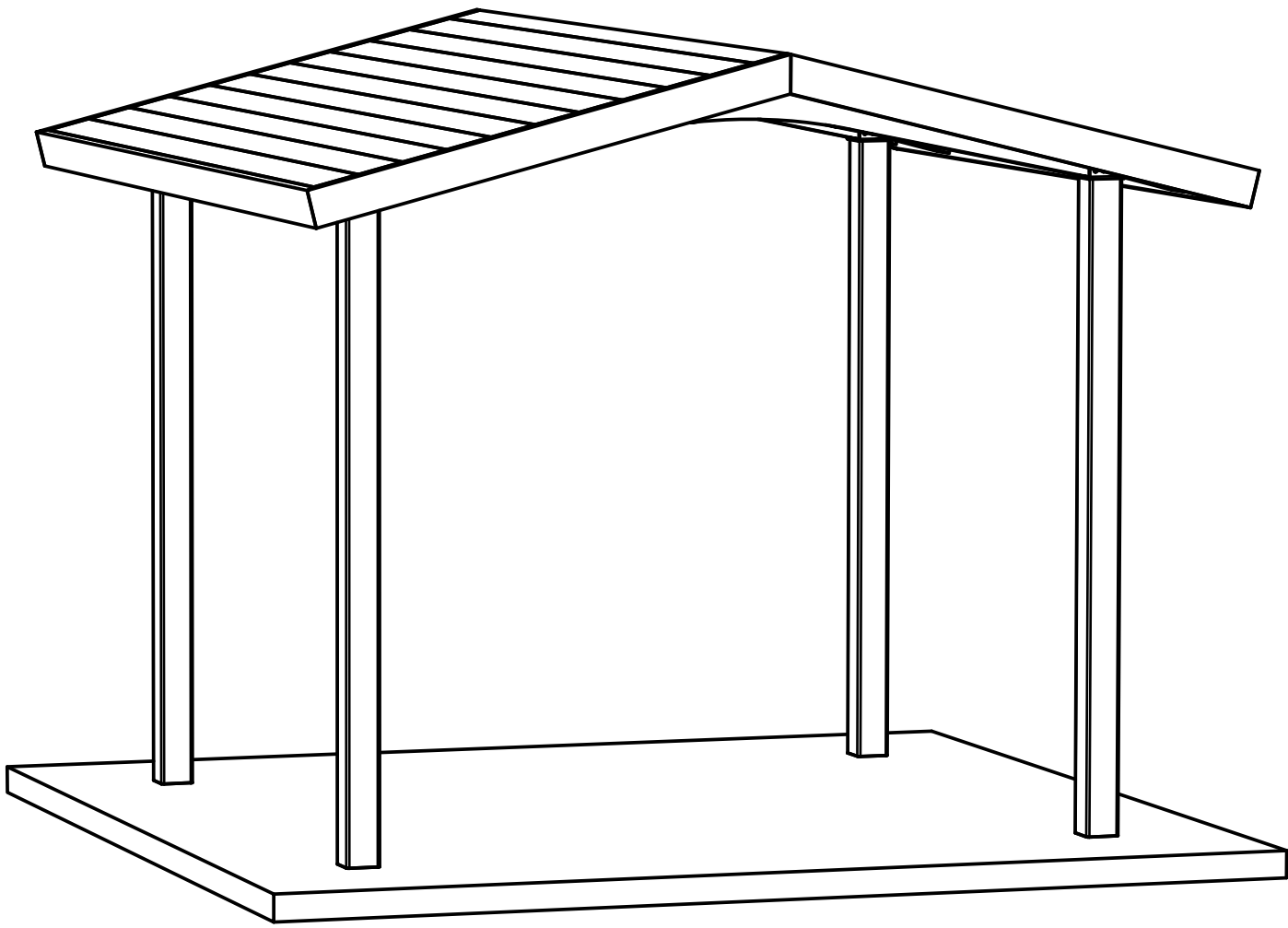
1 OF 3



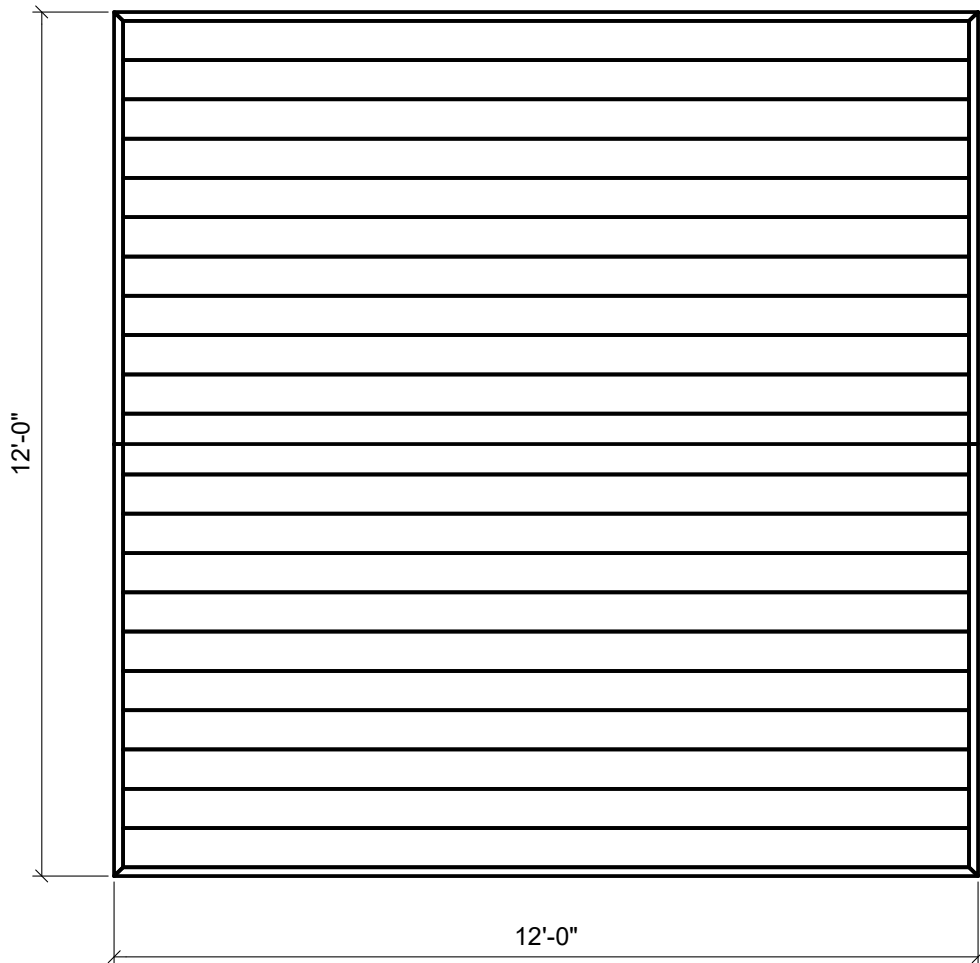
BUILDING SECTION  
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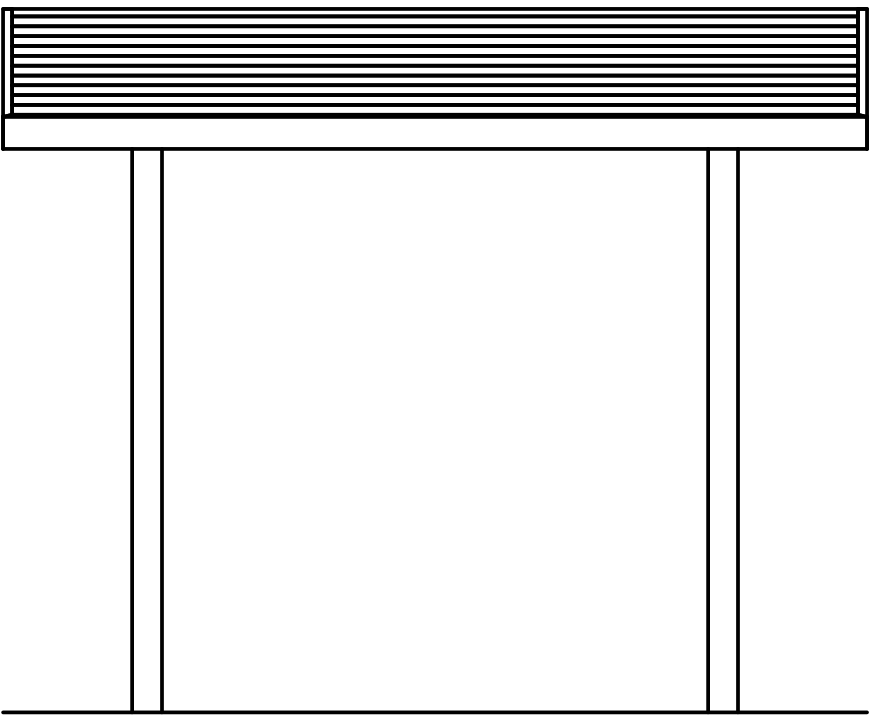
END ELEVATION  
SCALE: 3/8" = 1'-0"



AUXILIARY VIEW



PLAN VIEW  
SCALE: 3/8" = 1'-0"



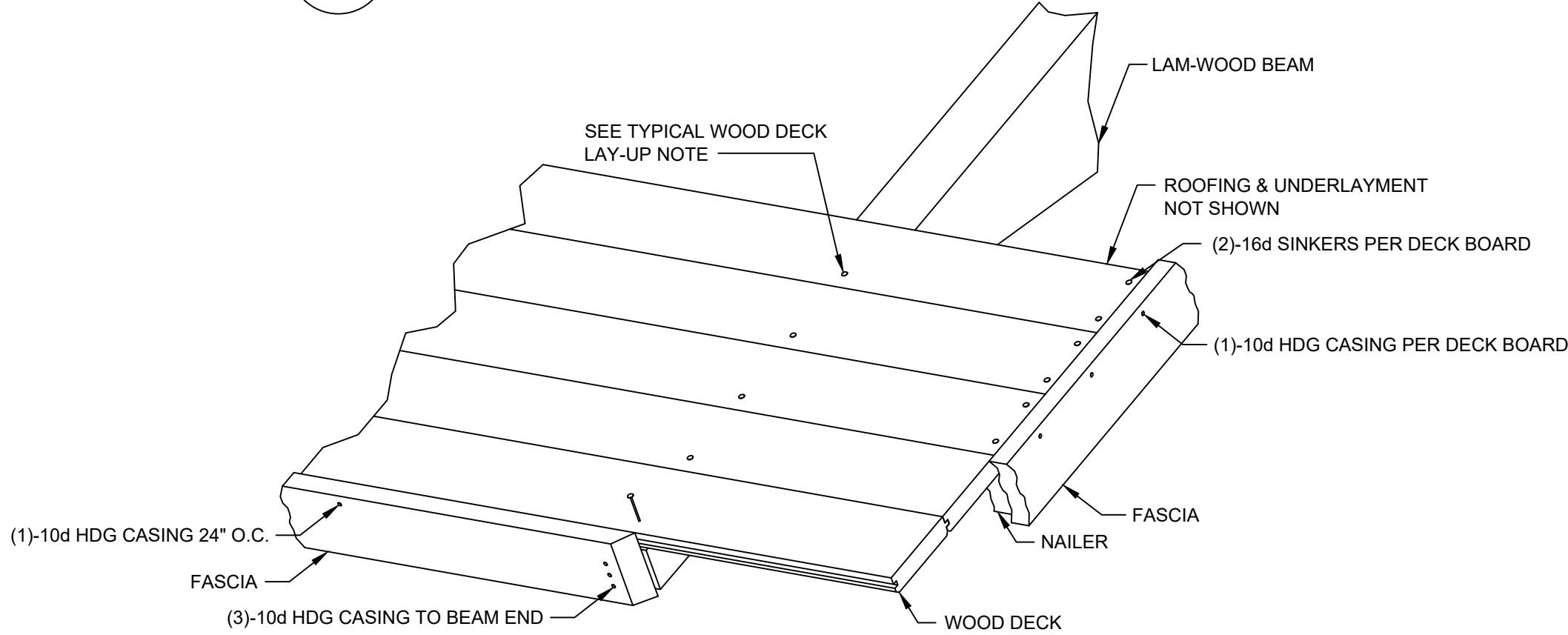
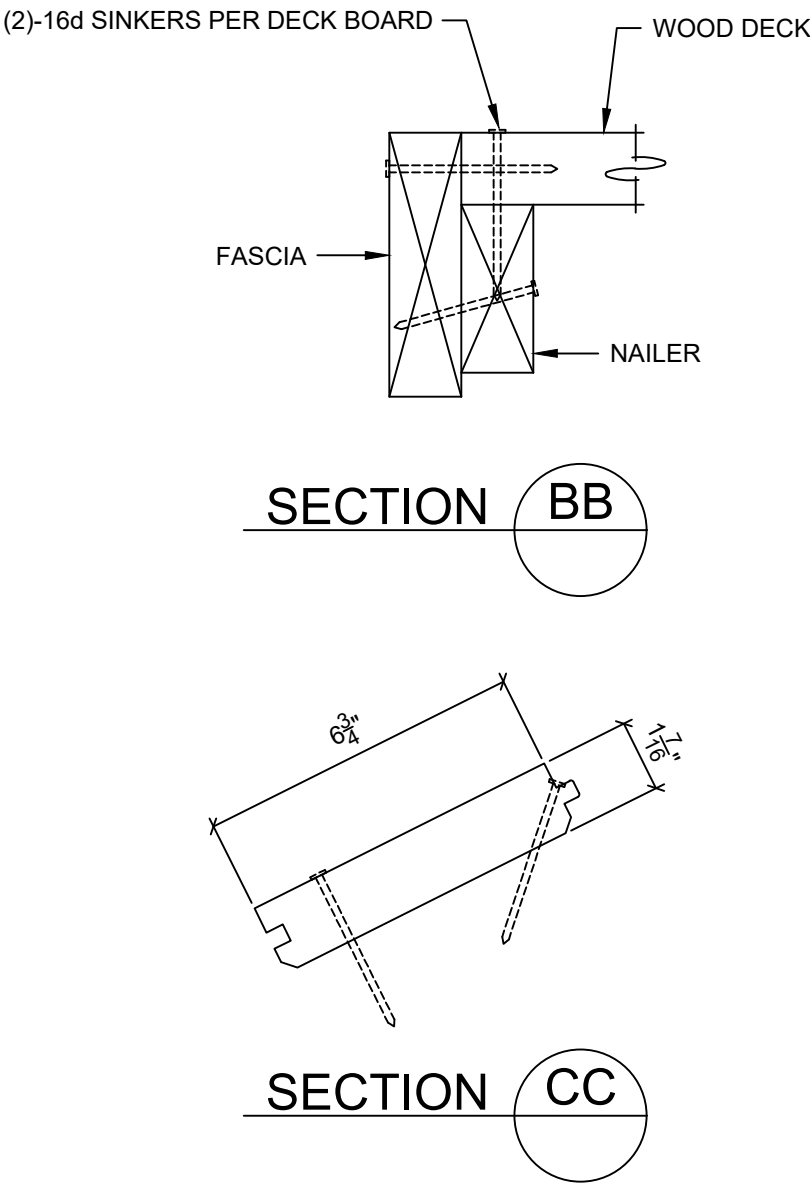
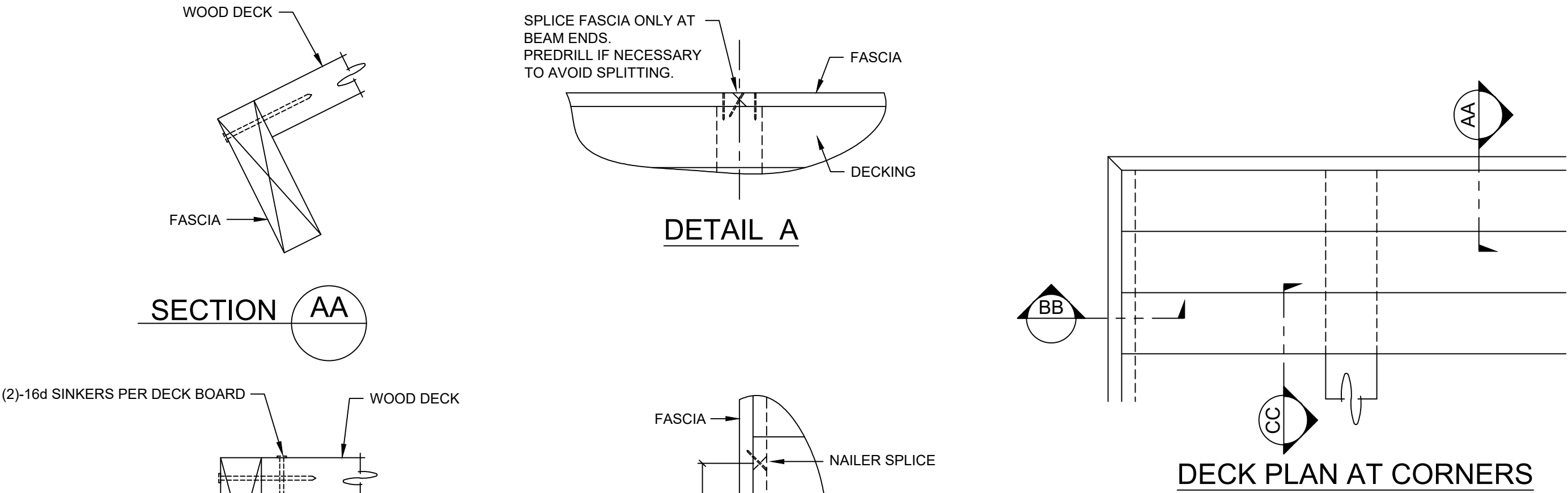
SIDE ELEVATION  
SCALE: 3/8" = 1'-0"

## PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

These drawings are preliminary in design and are subject to change pending final engineering. All member sizes, dimensions, quantities, and locations have the potential to be altered. Only use the final engineered drawings when performing the construction of this structure.



PROJ. NO.:	
DRAWN:	JCS 11/19/2019
CHKD:	
REV 1:	
REV 2:	
REV 3:	
REV 4:	
SHOP NO.:	LW-G1212-03
EEC JOB NO.:	
SHEET NO.:	



### TYPICAL DECK LAY-UP

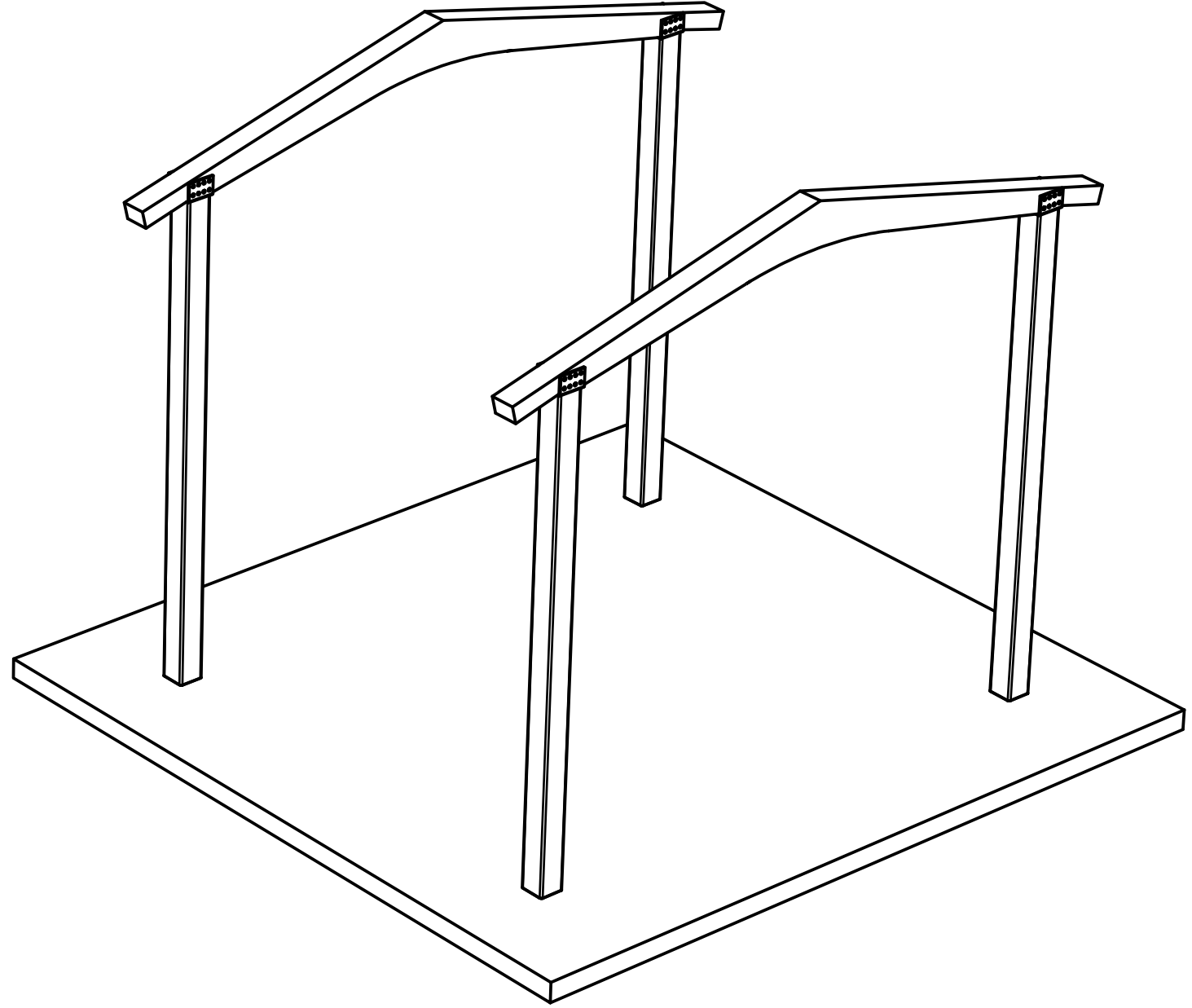
1. START LAYING DECK AT EAVE W/ TONGUES UP.
2. DRIVE COURSES TIGHT W/ BLOCKING.
3. TOE NAIL & FACE NAIL AT EACH SUPPORT (BEAMS) USING 16d COMMON NAILS.
4. SNAP CHALK LINE AT BUILDING RAKE & CUT DECKING STRAIGHT AND SQUARE.
5. DECKING IS FURNISHED IN SPECIFIED LENGTHS, ALTERNATE COURSES

### FASCIA NOTES:

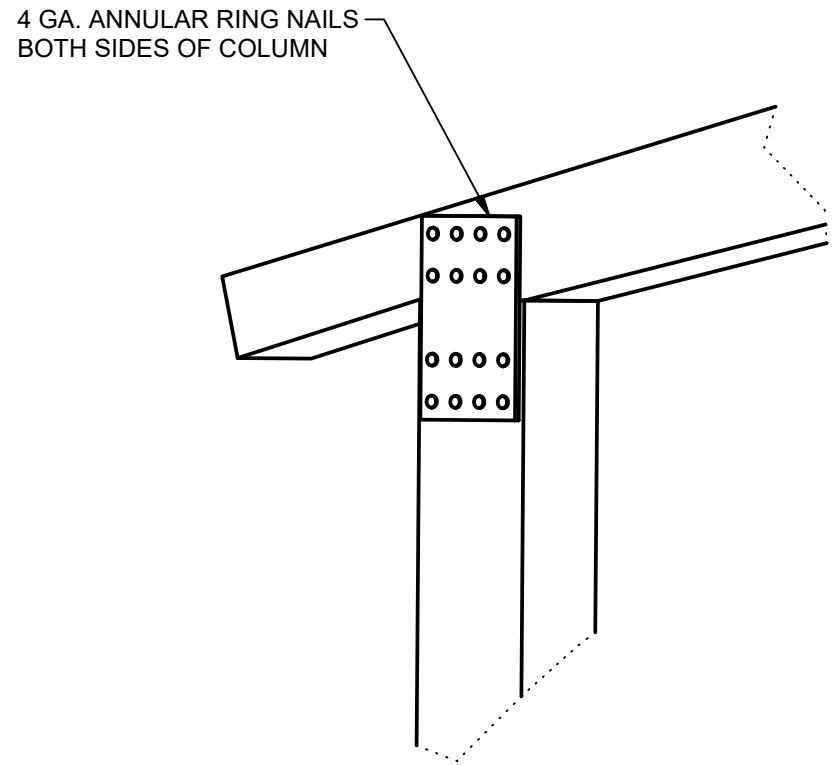
1. ALL FASCIA CORNERS AND SPLICES ARE TO BE MITERED.
2. SEE DETAILS A & B FOR SPLICE DETAILS.
3. ATTACH FASCIA WITH 10d HDG CASING NAILS:
  - a. TO 2x4 NAILER - 24" O.C.
  - b. TO BEAM ENDS - 3 NAILS PER FASCIA
  - c. TO ENDS OF ROOF DECKING - 1 NAIL PER DECK BOARD
  - d. AT CORNERS - 2 NAILS EACH DIRECTION
  - e. OTHER LOCATIONS - 24" O.C. TO ROOF DECKING

### 2 x 4 NAILER

- A. MITER ALL SPLICES
- B. NAIL SPLICES TOGETHER WITH (2) 10d HDG CASING NAILS, DRIVE NAILS AT AN ANGLE TO AVOID PUNCHING THRU FASCIA.



AUXILIARY FRAMING VIEW



WOOD COLUMN TO BEAM ATTACHMENT

## PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

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PROJ. NO.:

DRAWN: JCS   11/19/2019

CHKD:

REV 1:

REV 2:

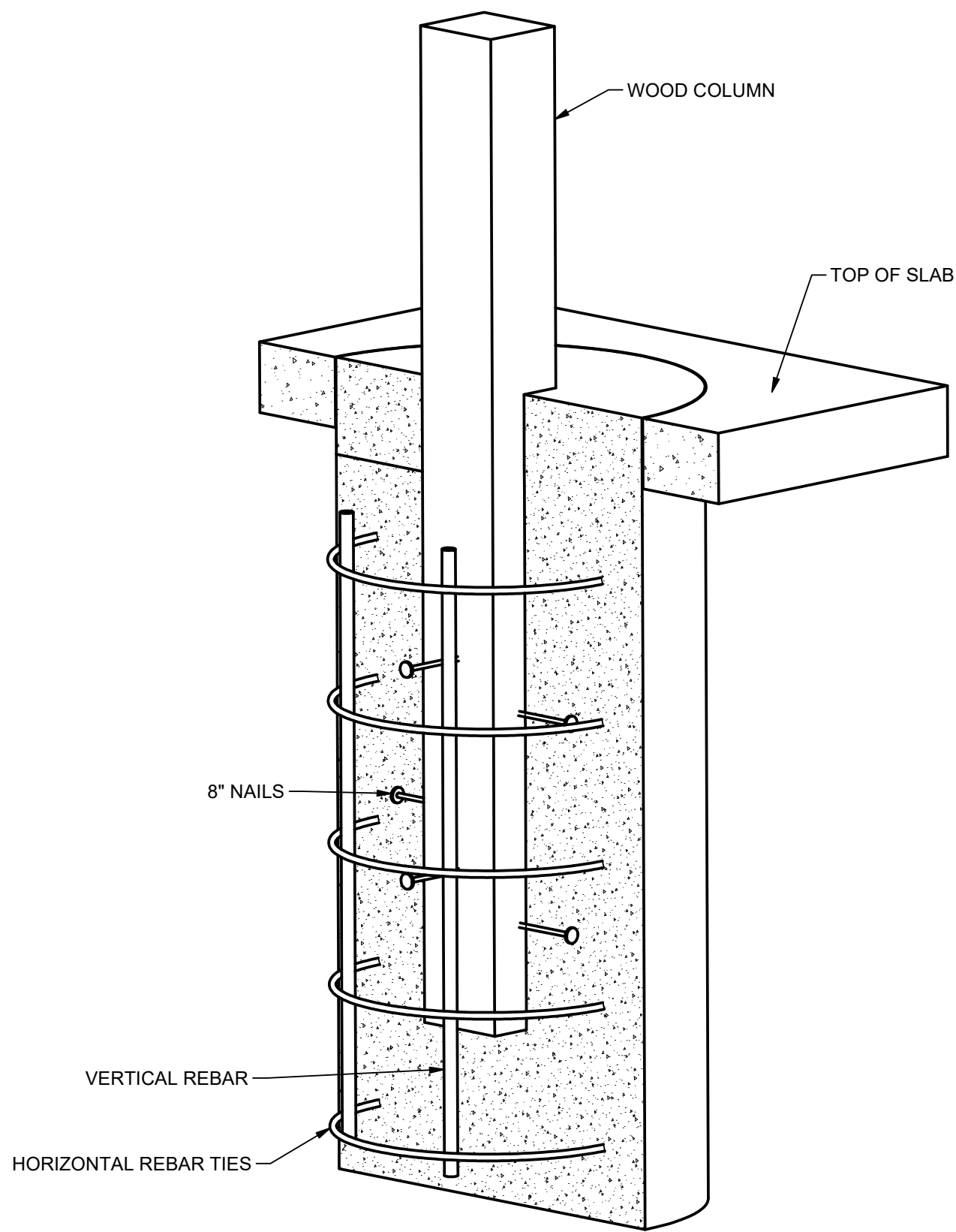
REV 3:

REV 4:

SHOP NO.: LW-G1212-03

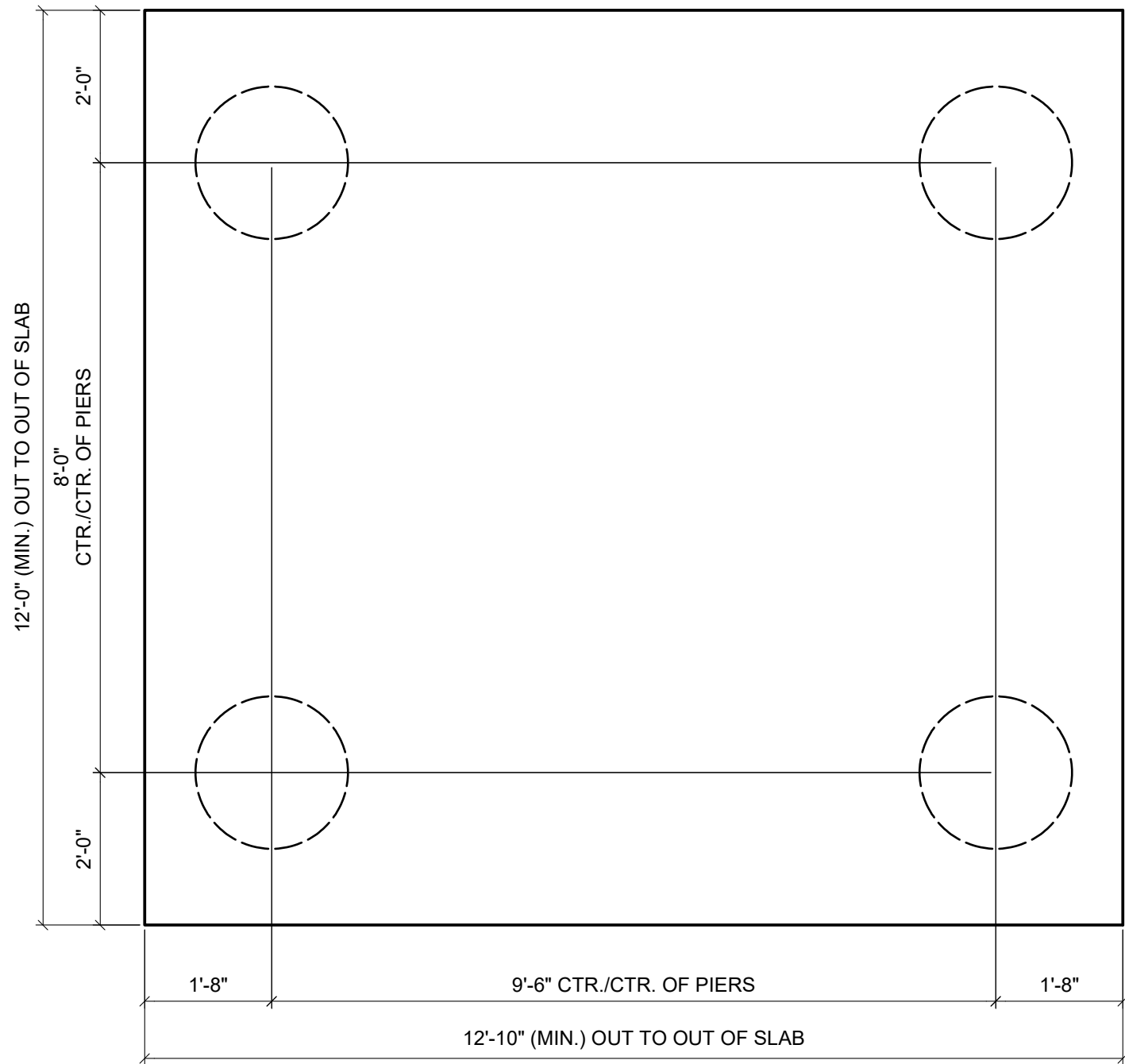
EEC JOB NO.:

SHEET NO.:



**EMBEDDED WOOD COLUMN PIER DETAIL**

TYPICAL PIER DIAMETER IS BETWEEN 2'-0" AND 3'-0"±  
TYPICAL PIER DEPTH IS BETWEEN 3'-10" AND 6'-6"±  
ACTUAL DESIGN WILL VARY DUE TO BUILDING CODE  
REQUIREMENTS AND MAY BE SUBSTANTIALLY LARGER.



**COLUMN PIER LAYOUT PLAN**  
SCALE: 1/2" = 1'-0"

**PRELIMINARY DRAWING - NOT FOR CONSTRUCTION**

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LAMINATED WOOD COLUMN  
METAL ROOFING COLOR: TUDOR BROWN

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THEIR EXPRESSED WRITTEN PERMISSION.

LW-G1212-03



**RCP SHELTERS, INC.**  
2100 SE RAYS WAY   STUART, FL 34994   PO BOX 25   STUART, FL 34995-0025  
■ SHELTERS   ■ PAVILIONS   ■ CONCESSIONS   ■ KIOSKS   ■ FABRIC SHADE  
■ RESTROOMS   ■ BANDSHELLS   ■ MINI-SHELTERS   ■ DUGOUTS   ■ FABRIC SAIL  
Phone 800-525-0207   Fax 772-288-0207  
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PROJ. NO.:	
DRAWN:	JCS 11/19/2019
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REV 1:	
REV 2:	
REV 3:	
REV 4:	
SHOP NO.:	LW-G1212-03
EEC JOB NO.:	
SHEET NO.:	

APP C

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

These drawings are preliminary in design and are subject to change pending final engineering. All member sizes, dimensions, quantities, and locations have the potential to be altered. Only use the final engineered drawings when performing the construction of this structure.

Proposal #: 33306  
Date: 07/17/2020

RCP SHELTERS, INC.  
PROPOSAL/ORDER FORM



Indian River County

Attn: Kevin Kirwin  
1800 27th St Bldg B  
Vero Beach, FL 32960-3365

2100 SE Rays Way • Stuart, FL 34994  
P: 800-525-0207 • 772-288-3600  
F: 772-288-0207  
info@rcpshelters.com • http://www.rcpshelters.com

Phone: 772-567-8000  
Fax: 772-978-1780  
E-mail: kkirwin@ircgov.com

Prepared by: Bryce Cooper  
bryce@rcpshelters.com

Community Park - Vero Beach, FL

ITEM	QTY	DESCRIPTION	PRICE
C	1.00	Model #: LW-G1212-03 12' x 12' Lam-Wood Gable Shelter	\$7,080.00
D	1.00	Model #: LW-G1620-03 16' x 20' Lam-Wood Gable Shelter	\$10,720.00
E	1.00	Model #: LW-G3036-03 30' x 36' Lam-Wood Gable Shelter	\$25,345.00
FREIGHT		Pooled freight rate delivered to an accessible site. Upgrade to dedicated truck or split shipment is available upon request at an additional fee. Refer to notes on page 2 for more details.	Included
SALES TAX		Applicable only for FL or CA (or provide tax exempt certificate)	
TOTAL		Total of Item(s) and option(s) selected and freight (if applicable)	

**INCLUDED**

- FL Cert Drawings: includes standard RCP foundation design
- Columns: CCA treated glued laminated SYP
- Beams: glued laminated SYP
- Roof Deck: #1 2x8 T&G SYP
- Fascia: C and Better Clear 2x6 AYC
- Factory stained columns, beams, deck & fascia
- Roofing: 26-gauge 5V Crimp exposed fastener metal roofing
- Connections: powder coated steel plate
- Fasteners: HDG annular ring nails
- Delivery: to an accessible site

**NOT INCLUDED**

- Unloading
- Concrete
- Concrete embedment (anchor bolts, wire mesh, rebar, etc.)
- Deck & fascia nails
- Electrical or other cutouts (priced upon request)
- Rails/ornamentation/benches/cupola
- Installation
- OSB diaphragm (may be structurally required)
- Anything not specifically listed as "Included"

**TERMS & CONDITIONS**

- Orders not subject to cancellation
- 30% deposit due with order
  - Option:
    - 10% due with order
    - 20% due with customer approved drawings
- Balance due prior to shipment
  - Net 30 available with approved credit (check only)
- 3% discount for payment in full with order (check only)

**GOVERNMENT AGENCIES**

- Net 30
- 1% discount net 10
- no deposits required

**EXPEDITING OPTIONS** (average acceleration of 2-4 weeks)

- Payment in full with order (discount not applicable)
  - Prioritized engineering
  - Prioritized fabrication
- Dedicated Truck (additional fee applicable)
  - Guarantees truck route availability
  - Only necessary if pooled load not available

**PRICING NOTES** (RCP reserves the right to re-quote if:)

- Quote is older than 30 days
- Shipment not taken within 180 days
- Project location snow load exceeds 30 psf

(Signature)

(Print/Title)

(Date)

Page  
1/3

Signature confirms acceptance of all pages of this proposal.



Proposal #: 33306

## Community Park - Vero Beach, FL

## PROPOSAL NOTES &amp; DETAILS

**DESIGN / ENGINEERING**

- Proposal based on design by RCP Shelters, not necessarily an exact match to bid or architectural drawings.
- RCP value engineers for minimum number of columns to keep the pavilion as open and accessible as possible. Final design may not reflect the same number of columns or members, sizes, or spacing as images on RCP's website and catalog or preliminary drawing.
- Please allow approximately 2-3 weeks for engineered drawings after receipt of order and other pertinent design requirements. Custom designs may take 4 weeks or longer. All lead times are subject to change based on current demand.
- Design requirements not disclosed to RCP prior to proposal, or required revisions resulting from information not disclosed at time of order are subject to additional charge. Common examples:
  - All pertinent foundation information, including but not limited to geotechnical report, maximum depth for water table, or installations near or connection to other structures (drift snow loads), or any other site specific request/requirement must be provided with order. Without this information, RCP reserves the right to re-quote or charge additional engineering fee.
  - Proposal includes standard foundation based on assumed soil values (minimum 2' diameter & 4' deep – can be much larger depending on loading conditions and size of structure). Foundations may be designed by others with RCP provided column base reactions. Custom foundation designs may be available for additional fee.
  - Electrical or other custom cutouts not specifically included in the proposal are subject to additional engineering, drafting, and fabrication fees.
- Local code may have requirements that are not the responsibility of RCP (examples: NJ architectural stamp, FL fire barrier board).
- Each project is designed for its specific location after receipt of order. Occasionally, engineering determines that materials not included in the proposal are required. Such materials shall be provided by others (example: OSB diaphragm is sometimes required on larger LW-G and bandshell models).
- Drawings provided by RCP Shelters with this proposal are preliminary and are not for construction. Owner can pre-purchase engineered drawings, which detail the project specific foundation design and material requirements, with no obligation to purchase the entire structure.

**FABRICATION / SHIPPING DETAILS**

- Fabrication lead times vary by season, typically 8-12 weeks after receipt of approved drawings, color selections, and fabrication deposit.
- Freight price is based on pooled load.
- Upgrade to dedicated truck or split shipment is available for an additional fee.
- Shipping dates are not guaranteed. RCP does not accept orders with penalties or contingent liability.
- Trucking will call at least 24 hours prior to delivery to coordinate.
- Unloading by others. RCP recommends non-marring padded slings and padded forks for offloading. Block all materials off ground and cover with moisture resistant paper until installation.

(Signature)

(Print/Title)

(Date)

Page  
2/3

Signature confirms acceptance of all pages of this proposal.

# TECHNICAL SPECIFICATIONS



Proposal #: 33306

## I. DESIGN CRITERIA

Structure shall be designed to be free standing, open air pavilion in conformance with all applicable building code. Manufactured by RCP Shelters: 2100 SE Rays Way, Stuart, FL 34994 • Toll-free: 800-525-0207 • F: 772-288-0207 • <http://www.rcpshelters.com> • [info@rcpshelters.com](mailto:info@rcpshelters.com).

## II. SCOPE

Structure shall be a glued laminated pavilion over a 4" minimum thickness reinforced concrete slab. Structure shall have a clear space, without a center column or open knee bracing. Structure shall be designed by professional engineers. The owner or contractor shall be responsible for unloading, temporary storage, soil testing (if necessary), site preparation, concrete slab, and erection of structures. Owner or contractor is responsible for protection of materials after arrival. Members should be blocked well off the ground, covered with moisture resistant paper, and separated with wood strips to allow circulation.

## III. COLUMNS

Columns shall be glued laminated southern pine, APA/EWA certified. Members shall be pressure treated minimum CCA 0.4 pcf and sized to meet loading requirements. Column embedment shall be a minimum of 3' below finished grade.

## IV. BEAMS

Beams shall be glued laminated southern pine, APA/EWA certified. Members shall be factory sealed and individually wrapped for protection in transit. Unloading note: To minimize damage to the beams during unloading, owner or contractor should utilize padded forks or non-marring slings.

## V. EAVE & PITCH

Eave height shall be minimum 7'-6". Roof pitch shall be 4:12.

## VI. ROOF DECK

Roof deck shall be nominal 2" x 8" #1 grade, T&G, SYP, edge veed one side, kiln dried, and furnished in specified lengths such that all joints occur over a laminated beam support. #2 grade and/or random length end-matched deck shall not be acceptable.

## VII. FASCIA

Fascia shall be C and Better Clear nominal 2" x 6" Alaskan Yellow Cedar (AYC).

## VIII. HARDWARE

Hardware connections shall be ASTM A572 steel, powder coated after fabrication and included with all required nails and fasteners. Hot-dipped galvanized and stainless steel are available and priced upon request. Roof deck and fascia nails are provided by manufacturer upon request.

## IX. FACTORY STAIN

Beams, T&G roof deck, wood columns, and fascia shall receive factory applied Sherwin Williams semi-transparent wood stain. The color shall be "Natural" unless otherwise requested. Color charts available upon request.

## X. 5V CRIMP ROOFING

Metal roofing shall be 26-gauge 5V Crimp Galvalume® metal panels, over [NovaSeal Premium](#) underlayment. Ribs shall run with the roof pitch for proper drainage. Roof panels shall be 2' wide and pre-cut by the length from the eave to the ridge. Angles, if any, shall be field cut. Matching roof trim & fasteners shall be supplied. Panels and trim shall be pre-finished with the Kynar 500® paint system. Color shall be chosen by owner from standard color chart, provided upon request.

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**Appendix B – Schedule of Permit Fees (Indian River County Only) and  
Project Permits**

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Indian River County Building Division Permit Fee Schedule			
#	Permit Type	Application Fee	Permit Fee
			Comments
1	New Buildings, Alterations, Mobile and Modular Homes	\$200.00	0.394% of ICC Building Valuation over \$50,765
2	Additions, Alterations, Misc. Commercial		Base permit fee includes subcontractor work (electrical, plumbing, mechanical, insulation, alarm, and irrigation) if subcontractor work is shown on the permit documents, if the value of the subcontractor work is included as part of the aggregate construction value and if subcontractor affidavits are submitted with the application. Commercial Site work and all Accessory Structures are excluded.

Residential / Commercial Trade Permits			Comments	
#		Permit Fee		
3	Aboveground Swimming Pool	\$75.00	Additional permit fee of 0.394% of contract / work order valuation over \$19,039; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.	
4	Burglar Alarm	\$75.00		
5	Electric	\$75.00		
6	Electrical	\$75.00		
7	Electrical Service Change	\$75.00		
8	Electrical Temporary Pole	\$75.00		
9	Fence	\$75.00		
10	Fuel Gas	\$75.00		
11	In-fill Screening	\$75.00		
12	Insulation	\$75.00		
13	Irrigation System	\$75.00		
14	Mechanical	\$75.00		
15	Plumbing	\$75.00		
16	Pool Barrier (excluding screened enclosure)	\$75.00		
17	Pre-fabricated detached accessory structure	\$75.00		
18	Residential Paving (Driveway, Patio Slab)	\$75.00		
19	Solar water or PV	\$75.00		
Residential Specialty Permits			Comments	
#	Permit Type	Permit Fee		
20	Door / Window - Replacement / Hurricane Shutters	\$75.00	Fee includes up to 4 components or openings	Additional permit fee of 0.394% of contract / work order valuation over \$19,039; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.
21	Door / Window - Replacement / Hurricane Shutters	\$200.00	Greater than 4 components or openings	Additional permit fee of 0.394% of contract / work order valuation over \$50,765; permit fee due at time of application.
22	Garage door replacement - (1Door)	\$75.00	\$25 for each additional door in the same building / unit	Additional permit fee of 0.394% of contract / work order valuation over \$19,039; permit fee due at time of application. Fee Includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.

Level-1 Specialty Permits					
#	Permit Type	Permit Application Fee		Comments	
23	Aluminum Structures	\$200.00			
24	Sign	\$200.00			
25	Demolition	\$200.00			
26	Deck, Dock or Seawall	\$200.00			
27	Door or window replacement-Commercial	\$200.00			
28	Garage doors replacement – Commercial	\$200.00			Additional permit fee of 0.394% of contract / work order valuation over \$50,765; permit fee due at time of application.
29	House Moving	\$200.00		Separate Alteration permit required for foundation and improvements at relocation site.	
30	Hurricane Shutters - Commercial	\$225.00			
31	Site-Built Accessory Structure	\$200.00			
32	Commercial Paving	\$200.00			
Level-2 Residential and Commercial Specialty Permits					
#	Permit Type	Application Fee	Permit Fee	Comments	
33	Miscellaneous Permits: e.g: Fixed Station Generator		\$225.00		Additional permit fee of 0.394% of contract / work order valuation over \$57,108; permit fee due at time of application.
34	Re-roofing		\$225.00		
35	Residential Pool		\$225.00		
36	Commercial Pool	\$200.00	\$250.00		
INSPECTION RELATED FEES					
		FEE		Comments	
37	Re-inspection fee	\$45.00		[1] failure to comply with code/plan requirements. [2] unproductive inspector trip (unable to access the work or not ready for inspection). [3] Advisory Inspection requested by contractor or owner.	
38	After-Hour Inspections	\$50 / hour. Minimum 4-hour charge		Must be arranged 2 days in advance.	



	<b>Plan Review</b>		<b>FEE</b>			<b>Comments</b>			
39	1st and 2nd Application / Plan Rejection / Modification		\$100 each			When content fails to meet sufficiency Requirement Check List (per state statute).			
40	3rd and subsequent Application / Plan Rejection / Modification		Three (4) times the original plan review fee (1/3 permit fee)			When content fails to meet sufficiency Requirement Check List (per state statute).			
41	Revision - small format		\$50.00			one 8.5 x 11 sheet			
42	Revision - large format		\$100.00			plan sheets - large format - or more than one 8.5x11			
43	Pre-Application Design Review		\$100.00						
	<b>Contractor Licensing</b>		<b>FEE</b>						
44	Competency Card Application Fee		\$50.00						
45	Competency Card Renewal Fee		\$50.00						
	<b>Administrative Service Fees</b>		<b>FEE</b>			<b>Comments</b>			
46	Microfilm / Microfiche Document Requests Document Research		See Archive Request form						
47	Digital Document requests		See Archive Request form						
48	Paper documents from database or copier		0.25* / 0.50** per page fee			8.5x11*, 8.5x14*, 11x17**			
49	Change of contractor		\$50.00						
50	Change of sub-contractor		\$20.00						
	<b>Valuation methodology</b>		<b>GENERAL INFORMATION</b>						
			Valuation is based on the greater of contract value or latest ICC valuation table or as otherwise acceptable to the Building Official for specialty work not addressed by the ICC valuation table. The job valuation must include labor, overhead and profit. Valuation of total improvement (excluding land) shall be used.						
	<b>Penalties (statutory).</b>		Any person who commences any work requiring a permit before obtaining the permit shall be subject to a penalty of one hundred percent ('100%) (Double) of the standard permit fee. The payment of such penalty shall not relieve any person(s) from complying with the requirement of the Building Code, the IRC Code of Ordinances, any applicable laws, or this resolution						
	<b>Multiple Buildings</b>		Multiple Buildings on one property: Work in common areas of buildings is individually permitted per building not per property.						
	<b>Refunds</b>		Permit and Permit Application fees are non-refundable.						



# FLORIDA DEPARTMENT OF Environmental Protection

Southeast District  
3301 Gun Club Road, MSC7210-1  
West Palm Beach, FL 33406  
561-681-6600

Rick Scott  
Governor  
Carlos Lopez-Cantera  
Lt. Governor  
Noah Valenstein  
Secretary

**December 19, 2018**

**PERMITTEE:**

Mr. Michael Zito  
Assistant County Administrator  
Indian River County Park Div.  
5500 77<sup>th</sup> Avenue  
Vero Beach, Florida 32967  
[mzito@ircgov.com](mailto:mzito@ircgov.com)  
[bpowell@ircgov.com](mailto:bpowell@ircgov.com)

**PERMIT NUMBER:** 0039002-069-DWC-CG

**COUNTY:** Indian River

**PROJECT:** Kroegel Homestead  
Conservation Access Area Imp

**CONNECTED TO:** IRCUD Central WWTF

**DATE GRANTED:** December 19, 2018

**EXPIRATION DATE** December 18, 2023

## NOTIFICATION OF ACCEPTANCE OF USE OF A GENERAL PERMIT

Dear Mr. Zito:

Thank you for your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System for the subject project. The Notice was received on November 20, 2018 and paid on December 18, 2018.

This is to advise you that the Department does not object to your use of such General Permit.

Please note the attached requirements apply to your use of this General Permit for constructing the proposed domestic wastewater collection/transmission system.

**The Proposed project includes:**

- 163 LF of 2" PVC force main and 80 LF of 4" Force main directional board
- 1 grinder Pump Station

**Location:** Indian River County/ Sebastian

You are further advised that the construction activity must conform to the description contained in your Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System and that any deviation will subject the Permittee to enforcement action and possible penalties.

If you have any questions, please contact Marie Gerarda Lacroix at telephone number (561) 681-6731 or by email [Marie.Lacroix@dep.state.fl.us](mailto:Marie.Lacroix@dep.state.fl.us).

Sincerely,



---

Diane Pupa  
Program Administrator  
Permitting and Waste Cleanup

December 19, 2018  
Date

JKE /ML

EC: Aaron Stanton, P.E- MBV Engineering, Inc. – [AaronS@mbveng.com](mailto:AaronS@mbveng.com)  
Jessica Hawkins, Project Coordinator. MBV Engineering, Inc.- [jessicah@mbveng.com](mailto:jessicah@mbveng.com)  
Jesse Roland, IRCUD Central WWTF, - [jroland@ircgov.com](mailto:jroland@ircgov.com)  
FDEP/SED, Diane pupa, Marie Lacroix, Jeff Christian

**REQUIREMENTS FOR USE OF THE GENERAL PERMIT FOR DOMESTIC  
WASTEWATER COLLECTION/TRANSMISSION SYSTEMS:**

1. This general permit is subject to the general permit conditions of Rule 62-4.540, F.A.C., as applicable. This rule is available at the Department's Internet site at: <http://www.dep.state.fl.us/water/wastewater/rules.htm#domestic> [62-4.540].
2. This general permit does not relieve the permittee of the responsibility for obtaining a dredge and fill permit where it is required. [62-604.600(6)(b)1]
3. This general permit cannot be revised, except to transfer the permit. [62-604.600(6)(b)2]
4. Upon completion of construction of the collection/transmission system project, and before placing the facilities into operation for any purpose other than testing for leaks or testing equipment operation, the permittee shall submit to the Department's Southeast District Office Form 62-604.300(8)(b), Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation. This form is available at the Department's Internet site at: <http://www.dep.state.fl.us/water/wastewater/forms.htm> [62-604.700(2)]
5. The new or modified collection/transmission facilities shall not be placed into service until the Department clears the project for use. [62-604.700(3)]
6. Abnormal events shall be reported to the Department's Southeast District Office in accordance with Rule 62-604.550, F.A.C. For unauthorized spills of wastewater in excess of 1000 gallons per incident, or where information indicates that public health or the environment may be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519 as soon as practical, but no later than 24 hours from the time the permittee or other designee becomes aware of the circumstances. Unauthorized releases or spills less than 1000 gallons per incident are to be reported orally to Department's Southeast District Office within 24 hours from the time the permittee, or other designee becomes aware of the circumstances. [62-604.550]

17-0132  
Permit



**INDIAN RIVER COUNTY**  
**DEPARTMENT OF UTILITY SERVICES**

1801 27TH STREET  
VERO BEACH, FLORIDA  
Tel. (772) 567-8000  
Fax (772) 770-5143

**Date:** October 16, 2019

**UCP #** 3463

**Re:** Kroegel Park Improvements

**MBV Engineering, Inc.**

1835 20th Street  
Vero Beach, FL 32960  
Phone: 772-569-0035  
Attn: Jessica Hawkins

**WE ARE SENDING YOU:**

☐ Shop drawings    ☒ Attached    ☐ Specifications    ☐ Under separate cover the following items via:  
☐ Copy of letter    ☐ Prints    ☐ Plans    ☒ Utility Construction Permit  
☐ Change Order    ☐ Samples    ☐ Other: \_\_\_\_\_

COPIES	DESCRIPTION
1	IRC Utility Construction Permit # 3463 (Renewal)

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

☐ For approval    ☐ Approved as submitted    ☐ Resubmit    \_\_\_\_\_ Copies for approval  
☒ For your use    ☐ Approved as noted    ☐ Submit    \_\_\_\_\_ Copies for distribution  
☐ As requested    ☐ Returned for corrections    ☐ Return    \_\_\_\_\_ Corrected prints  
☐ For review & comment    ☐ For Bids Due \_\_\_\_\_ Other: \_\_\_\_\_

**REMARKS:**

- Please schedule a pre-construction meeting and all utility construction activities with Inspector Scott Eddinger, 772-532-7476, seddinger@ircgov.com.
- NOTE: Construction must adhere to the May 2019 Utility Construction Standards or latest edition.

Signed: \_\_\_\_\_

*Jesse R. Roland*  
Jesse R. Roland, Plans Reviewer

Cc:

Arjuna Weragoda, P.E., Capital Projects Manager  
Scott Eddinger, Utilities Inspector  
Utility Project File UCP # 3463

(via email)

(If enclosures are not as noted, kindly notify us at once)

**INDIAN RIVER COUNTY**  
**DEPARTMENT OF UTILITY SERVICES**  
1801 27th Street, Vero Beach, Florida 32960



**UTILITY CONSTRUCTION PERMIT**

Permit Issuance Date: October 16, 2019  
UCP #: 3463  
IRC Project #: 95020105  
Project Name: Kroegel Park Improvements  
Project Location: 11296 S. Indian River Dr.  
Owner/Developer: Indian River County Parks Division  
Engineer-of-Record: MBV Engineering, Inc. Aaron Stanton  
IRCUD Inspector: Scott Eddinger, Utilities Inspector, 772.532.7476  
Project Description: Water Dist. / Wastewater Coll. Systems

**Services:**

<input checked="" type="checkbox"/> County Water	<input type="checkbox"/> County Gravity Sewer	<input type="checkbox"/> County Force Main
<input type="checkbox"/> County Lift Station	<input checked="" type="checkbox"/> Private Lift Station	<input checked="" type="checkbox"/> Private Force Main


**General:**

This Utility construction permit authorizes the above-named Owner/Developer to construct a Water Distribution System and a Wastewater Collection System for the project as shown on the construction plans prepared by **MBV Engineering, Inc.** and signed & sealed on **November 7, 2018**. Permit Issuance is contingent upon construction being performed by personnel currently licensed in the State of Florida to perform such work. All work shall be performed in accordance with Indian River County Utilities Standards, latest edition and applicable regulatory agency. Utility work shall not commence until all necessary easements and/or permits are acquired, including an Indian River County R-o-W Permit if working within its limits. The limits of construction are delineated by these plans. This permit is valid for a period of twelve consecutive months from the date of issuance and is subject to the special provisions and completion of associated checklist items as provided in Attachment A; this permit does not constitute a permit for operation.

**Special Conditions:** Construction must adhere to the May 2019 Utility Construction Standards or latest edition.

If you have any questions, please do not hesitate to contact me at (772) 567-8000, ext. 1636.

Sincerely,

  
Jesse R. Roland, Plans Reviewer

Enclosure: Attachment A

cc:	Vincent Burke, P.E., Director of Utility Services	(via email)
	Rich Szpyrka, P.E., Director of Public Works	(via email)
	Stan Boling, AICP, Director of Community Development	(via email)
	Arjuna Weragoda, P.E., Cap. Proj. Manager	(via email)
	Scott Eddinger, Utilities Inspector	(w/ Enclosure)
	Utility Project File UCP # 3463	(w/ Enclosure)



## ATTACHMENT A

### UTILITY CONSTRUCTION PERMIT – SPECIAL PROVISIONS

1. The Owner/Developer or his duly authorized representative, the Engineer-of-Record, property owner and construction contractor shall hold Indian River County harmless in any suits, claims, and/or liabilities arising from subject construction.
2. The Owner/Developer or his duly authorized representative, the Engineer-of-Record and the construction contractor shall have a pre-construction meeting with Indian River County Department of Utility Services (IRCDUS) a minimum of five working days before beginning construction.
3. The contractor shall notify Customer Service, IRCDUS, at (772) 567-8000 a minimum of 48 hours prior to beginning construction or performing any system tests.
4. All water and sewer utility locations are to be coordinated with other utilities such as, but not limited to electric, cable, telephone, irrigation, etc. Minimum setback requirements from water and sewer utilities, as outlined below, must be adhered to prior to acceptance of the water and sewer utilities.

Type of Object	Min. Horizontal Separation between Utility Water/Sanitary Lines and other Utilities & Objects
a) Aboveground permanent objects (i.e. walls, trees, transformer pads, etc.).	Pressure Pipes = Depth of the pipe plus diameter of the pipe Gravity Sewer – ten (10) feet
b) Underground utility lines (i.e., telephone, power, drainage, etc.)	Four (4) feet
c) Surface water body top of bank (i.e. lakes, ponds, canals, etc.).	Two times the depth of the pipe plus the diameter of the pipe

FINAL ACCEPTANCE OF WATER AND SEWER IS CONTINGENT UPON A FINAL INSPECTION BY THE UTILITIES DEPARTMENT AFTER ALL OTHER ON-SITE UTILITIES HAVE BEEN INSTALLED SO THAT MINIMUM SEPARATION REQUIREMENTS, AS OUTLINED ABOVE, CAN BE VERIFIED.

5. This Utility Construction Permit does not eliminate the necessity to obtain a right-of-way permit from Indian River County Public Works Department or other permits that are required by the Florida Department of Environmental Protection (FDEP) or any other county, state, or federal agencies.
6. No construction shall begin until all required easements have been acquired.
7. All applicable permits allowing utilities construction inside any right-of-way shall be submitted prior to commencement of construction. The Land Development Permit must be obtained, if applicable, prior to commencement of any utility construction.

## ATTACHMENT A

### UTILITY CONSTRUCTION PERMIT – SPECIAL PROVISIONS

8. Capacity Charges must be paid in full prior to commitment of capacity or issuance of building permit whichever comes first. THERE IS NO GUARANTEE THAT CAPACITY WILL BE AVAILABLE AT TIME OF REQUEST.
9. County Inspection Services: The County's hours of operation for this project is limited to between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays. The DEVELOPER shall coordinate needed inspection services between these hours of operation. Should the DEVELOPER require County inspection services beyond the designated hours then the DEVELOPER shall pay the inspectors' hourly prevailing rate times an overtime direct multiplier of 1.5 times the hourly rate. The DEVELOPER shall not have the right to declare this Agreement in default because it disagrees with the fees and charges imposed for the extended use of the County Inspectors.
10. All equipment, materials, and workmanship shall meet or exceed current Indian River County Water and Wastewater Utility Standards and shall be subject to the unconditional inspection and approval of the Indian River County Department of Utility Services.
11. Only IRCDUS approved appurtenances shall be used in construction.
12. Shop drawings shall be provided and reviewed by IRCDUS prior to construction.
13. The Engineer-of-Record (EOR) shall have an on-site representative (inspector) whom shall witness and document all materials used, installation procedures, problems encountered and all tests specified by the Utility Construction Permit Checklist. Daily construction reports shall be submitted not less than monthly to IRCDUS. The daily reports shall be signed and sealed by the EOR. The daily construction reports shall be submitted to IRCDUS no later than seven days after completion of that portion of construction requiring clearance. Indian River County has unconditional rights to inspect the construction and materials at any time.
14. All connections to the IRCDUS system and operation of utility system valves and equipment shall be made under the direct observation of personnel from IRCDUS. Where loss of utility service will occur, a minimum of a 48-hour notice to IRCDUS and the public is required. A 48-hour notice is required for access to private property.
15. No testing of potable water or sanitary sewer system shall commence until Record Drawings have been submitted, approved, and accepted by the Department of Utility Services.
16. Upon completion of construction, utility system shall be flushed, disinfected, and tested in accordance with the current IRCDUS Specifications.



## ATTACHMENT A

### UTILITY CONSTRUCTION PERMIT – SPECIAL PROVISIONS

17. Project Closeout: At the time of final completion, an inspection shall be held by IRCDUS in the presence of the property owner, DEVELOPER, Contractor and Engineer-of-Record. At this time, the DEVELOPER shall provide all necessary documentation as required by the Utility Construction Permit and regulatory agencies, such as the FDEP. At the time of completion of all utility work, a final inspection shall be held. The DEVELOPER shall make arrangements with the Owner, Contractor, Engineer-of-Record and IRCDUS for a joint follow-up inspection and shall send a written notice to said parties to inform them of the date and time of the inspection. After the inspection, IRCDUS, through the Engineer-of-Record, shall inform the DEVELOPER of any corrections required.
18. The one-year maintenance period shall not commence until a final Certification-of-Construction – Completion and Request for Clearance to Place Permitted Components Into Operation (FDEP Form 62-555.900) has been prepared and approved by FDEP, and a Memo of Acceptance has been issued by IRCDUS.
19. Partial Utilization: IRCDUS shall have the right to utilize or place into service any utility equipment pursuant to FDEP Certificate-of-Construction Completion (FDEP Form 62-555.900) or other usable portion of the work prior to completion of the work. In such case, IRCDUS, identifying the specific portion or portions of the work to be so utilized or otherwise placed into service, will notify the DEVELOPER in writing. The DEVELOPER shall understand that until such written notification is issued, all responsibility for ownership, care and maintenance of the work shall be borne by the DEVELOPER. Upon issuance of said written notice of partial utilization, the DEVELOPER accept full responsibility for the protection and maintenance of all such items or portions of the work described in the written notice until final acceptance by IRCDUS. The DEVELOPER shall retain full responsibility for satisfactory completion of the work, regardless of whether a portion thereof has been partially utilized by IRCDUS and the DEVELOPER'S one-year correction period shall commence only after the date of Substantial Completion for the work. DEVELOPER shall be further responsible for submitting a final Certification-of-Construction Completion to FDEP for any outstanding portion of the work.
20. ALL IRCDUS REQUIRED DOCUMENTS / SUBMISSIONS MUST BE PROVIDED BY THE DEVELOPER PRIOR TO IRCDUS'S RELEASE OF THE PROJECT. Upon completion of construction and prior to placing the utility system into service, the requirements of IRCDUS's water and wastewater system Utility Construction Permit Checklist shall be satisfied. This shall include but is not limited to record drawings, easement dedications, bill-of-sales, etc.



**INDIAN RIVER COUNTY  
DEPARTMENT OF UTILITY SERVICES  
UTILITY CONSTRUCTION PERMIT CHECKLIST**

**WATER CHECKLIST**

Received	Description
	1. One (1) signed and dated, approved or red-lined set of as-built construction drawings by the project's County Inspector for approval by Utilities Engineering, prior to the submittal of the Final Record Drawings. Submittal of Final Record Drawings should consist of one (1) set of reproducible mylars, one (1) electronic disc and three (3) sets of blue/black line prints signed and sealed by the Engineer-of-Record or Licensed Surveyor. The Engineer-of-Record must be registered to practice in the State of Florida.
	2. Copy of a satisfactory hydrostatic pressure test signed by the Engineer-of-Record.
	3. One complete set of daily field inspection records prepared by the on-site inspector certified by the Engineer-of-Record to be submitted seven (7) days after completion of that portion requiring clearance.
	4. Copy of a satisfactory bacteriological main clearance certified by the Engineer-of-Record.
	5. Copy of a satisfactory trench backfill and compaction density test reports signed by the Engineer-of-Record.
	6. Certification by the Engineer-of-Record that the water line was sanitized in accordance with County specifications.
	7. Certification by the Engineer-of-Record that the construction of the water distribution system is complete and in accordance with County construction and material specifications. Any deviation from the approved construction drawings or County specifications must be specifically identified and justified by the Engineer.
	8. Copy of the Notice of Acceptance of Completion from the Florida Department of Environmental Protection (FDEP) authorizing the water distribution system to be placed into service.
	9. Backflow Preventer Certification(s), which includes domestic and fire lines and proof that the certification has been filed in accordance with the County Cross Connection Control Program's Backflow Management and Inspection Database. See <a href="http://www.ircutilities.com/CCCP.htm">http://www.ircutilities.com/CCCP.htm</a> for further information.
	10. <u>Bill of Sale &amp; Easement</u> - Dedication of the water distribution system and accompanying easements. The dedication is to include an itemized list of all

Received	Description
	materials along with total materials, construction and engineering costs. <b><i>This should be coordinated through the IRC Attorney's Office.</i></b>
	11. <u>Bill of Sale</u> - Where the water distribution system is located in established easements or road rights-of-way, the attached bill of sale is to be executed along with an itemized list of all materials to include materials and construction costs. <b><i>This should be coordinated through the IRC Attorney's Office.</i></b>
	12. Complete on-site inspection by a County utility inspector with confirmation that the water distribution system appears acceptable.
	13. Arrangements for payment of all capacity charges and other costs of connections.
	14. Release of lien(s) from each Contractor, Subcontractor and Vendor.
	15. A one-year maintenance bond in an amount equaling 25% of the total cost for construction of the system if construction costs exceed \$10,000. If total construction costs are less than \$10,000, then a one-year warranty letter is required. The warranty letter can be issued by the developer or contractor.



INDIAN RIVER COUNTY  
DEPARTMENT OF UTILITY SERVICES  
UTILITY CONSTRUCTION PERMIT CHECKLIST  
**WASTEWATER CHECKLIST**

Received	Description
	1. One (1) signed and dated, approved or red-lined set of as-built construction drawings by the project's County Inspector for approval by Utilities Engineering, prior to the submittal of the Final Record Drawings. Final Record Drawings submittal should consist of one (1) set of reproducible mylars, one (1) electronic disc and three (3) sets of blue/black line prints signed and sealed by the Engineer-of-Record or Licensed Surveyor. The Engineer-of-Record must be registered to practice in the State of Florida.
	2. Copy of a satisfactory hydrostatic pressure test or infiltration/exfiltration test signed by the Engineer-of-Record.
	3. One complete set of daily field inspection records prepared by the on-site inspector certified by the Engineer-of-Record to be submitted seven (7) days after completion of construction of that portion requiring clearance.
	4. Copy of a satisfactory television test and a certified report by the Engineer-of-Record.
	5. Copy of a satisfactory trench backfill and compaction density test reports signed by the Engineer-of-Record.
	6. Certification by the Engineer-of-Record that the construction of the wastewater collection/transmission system is complete and in accordance with County construction and material specifications. Any deviation from the approved construction drawings or County specifications must be specifically identified and justified by the Engineer.
	7. Copy of the Notice of Acceptance of Completion from the Florida Department of Environmental Protection (FDEP) authorizing the wastewater collection/transmission system to be placed into service.
	8. <u>Bill of Sale &amp; Easement</u> - Dedication of the wastewater collection/transmission system and accompanying easements. The dedication is to include an itemized list of all materials along with total materials, construction and engineering costs. <b><i>This should be coordinated through the IRC Attorney's Office.</i></b>
	9. <u>Bill of Sale</u> - Where the wastewater collection/transmission system is located in established easements or road rights-of-way, the attached bill of sale is to be executed along with an itemized list of all materials to include materials and

Received	Description
	construction costs. <i>This should be coordinated through the IRC Attorney's Office.</i>
	10. Complete on-site inspection by a County utility inspector with confirmation that the wastewater collection/transmission system appears acceptable.
	11. Arrangements for payment of all capacity charges and other costs of connections.
	12. Release of lien(s) from each Contractor, Subcontractor and Vendor.
	13. A one-year maintenance bond in an amount equaling 25% of the total cost for construction of the system if construction costs exceed \$10,000. If total construction costs are less than \$10,000, then a one-year warranty letter is required. The warranty letter can be issued by the developer or contractor.
	14. A set of lift station specifications (if applicable), two sets of operations and maintenance manuals, warranty, and all spare parts as required by IRC/DUS standards.
	15. Transfer of lift station's electric account from Developer to County.
	16. If a PRIVATE Lift Station, an acknowledgment letter from Engineer/Owner, and copy of 24/7 lift station maintenance agreement with a qualified service and repair company having lift station maintenance experience.

Indian River County Department of Utility Services  
1801 27<sup>th</sup> Street, Vero Beach, Florida 32960  
Phone: 772-567-8000, Fax: 772-770-5143



## **Pre-Construction Meeting Requirements Engineer's Confirmation**

(this form must be presented to the Utilities Inspector at the Pre-Con)

**PROJECT NAME:**

**IRC UCP #:**

**ENGINEERING FIRM:**

**ENGINEER-OF-RECORD:**

**UNDERGROUND UTILITY CONTRACTOR:**

**DATE OF PRE-CONSTRUCTION MEETING:**

**By signing below, you confirm that:**

1. All associated Water and/or Sewer connection fees have been paid.
2. All required permits for the proposed construction have been obtained.

**E.O.R Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**INDIAN RIVER COUNTY**  
**Environmental Planning & Code Enforcement Section**  
1801 27th Street, Vero Beach FL 32960  
772-226-1249 / 772-978-1806 fax  
[www.ircgov.com](http://www.ircgov.com)

6/24/2019

**APPLICANT:**

AARON STANTON, P.E.  
MBV ENGINEERING, INC.  
1835 20TH ST  
VERO BEACH, FL 32960

**INDIAN RIVER COUNTY LAND CLEARING PERMIT**

PROJECT NO./PERMIT NO.      **95020105 / 83106**  
PROJECT NAME:                **KROEGEL HOMESTEAD CONSERVATION AREA**  
PROJECT DESCRIPTION:      **LAND CLEARING PERMIT**  
PROPERTY OWNER'S NAME:   **BETH POWELL**  
LOCATION OF ACTIVITY:       **11296 S INDIAN RIVER DR**  
PARCEL NUMBER:              **31-39-08-00003-0000-00001.0**

**THIS LAND CLEARING PERMIT** is issued in accordance with Chapter 927 of the Indian River County Land Development Code. The above named applicant is hereby authorized to perform the herein described activity in accordance with the specifications stated herein and provided for in Chapter 927. *This permit does not absolve the applicant and/or property owner from the responsibility to satisfy state or federal regulations that may apply to the activity.*

**1. LAND CLEARING IS NOT ALLOWED TO COMMENCE UNTIL APPROVAL (OR EXEMPTION VERIFICATION) IS OBTAINED FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) OR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), AS APPLICABLE.** If you are not sure as to the status of SJRWMD or FDEP approval or exemption, contact the Palm Bay office of the SJRWMD at phone number (321) 984-4940 or the Southeast District office of the FDEP at (561) 681-6600.

**2. LAND CLEARING ASSOCIATED WITH SITE PLAN DEVELOPMENT (per County Code Chapter 914) OR SUBDIVISION PLATTING (per County Code Chapter 913) IS NOT ALLOWED TO COMMENCE UNTIL THE SITE PLAN OR PRELIMINARY PLAT IS FORMALLY APPROVED AND, IF A LAND DEVELOPMENT PERMIT IS REQUIRED, UNTIL A LAND DEVELOPMENT PERMIT IS ISSUED BY THE COUNTY ENGINEERING DIVISION, UNLESS OTHERWISE AUTHORIZED HEREIN.**

3. A copy of the permit shall be kept on-site during the land clearing activity.

4. The applicant shall notify county environmental planning staff upon completion of the activity, who shall inspect the property to confirm compliance with applicable county regulations.

5. Debris resulting from the land clearing activity shall be disposed of at an approved disposal facility within 60 days of clearing completion, or burned with an air curtain incinerator burn permit from the County Fire Division (or Florida Forest Service, as applicable), in accordance with County Code Chapter 925. Mulched land clearing material may be integrated with clean fill to augment berms and stormwater retention areas. Mulched material is not acceptable under roadways and at building site locations. Any mulched material deposited or buried must have at least 5 foot vertical separation from the natural groundwater table. If the applicant proposes to integrate mulched material with clean fill on-site, the applicant is advised to contact the County Environmental Health Department at (772) 794-7440 to ensure compliance with state and local requirements.

6. This land clearing permit requires that the subject property's pre-development stormwater run-off discharge rate not be exceeded after the clearing operation is completed. This may require construction of temporary detention ponds or berms, and installation of erosion control devices, such as silt screens, in order to maintain pre-development drainage flow characteristics and to protect against sedimentation and turbidity in discharge waters. All drainage and erosion control measures required on the approved project site plan, as applicable, are in effect for this permit. For Best Management Practices (BMPs), refer to the Florida Stormwater Erosion and Sediment Control Manual.

7. The person or company conducting the land clearing must be a licensed contractor registered in Indian River County to perform such work. The applicant is advised to contact the County Building Division at (772) 226-1260 to ensure that the land clearer has required licensing.

8. This permit does not authorize the demolition of structures, as applicable. Demolition of structure(s) requires a separate demolition permit through the County Building Division. For more information, contact the County Building Division at (772) 226-1260.

**OTHER INFORMATION:**

1. This permit authorizes land clearing for construction of the Kroegel Homestead Conservation Area Major Site Plan project at 11296 S. Indian River Drive, in accordance with conditions and specifications of the approved site plan (SP-MA-19-01-02 / 95020105-83105).
2. All work is to be conducted in accordance with County Code Sections 927.07 and 929.08.
3. Best management practices must be used to eliminate or reduce soil erosion. This includes, but is not limited to, the use of silt screens, berms, and soil tracking prevention devices. These devices need to be properly installed prior to commencement of construction activities on the property, need to be maintained, and shall remain in place until the soil surface has stabilized. Refer to the Florida Stormwater Erosion and Sediment Control Manual for additional information on BMPs.
4. This permit does not authorize any soil erosion or turbidity to wetlands, surface waters, or drainage systems, either on-site or off-site. This permit does not authorize any land clearing activities within wetlands, surface waters, or drainage systems unless authorized by appropriate federal, state or county permits.
5. This permit does not authorize any earth moving, excavation or filling. Such activities may not commence until a County stormwater management permit has been issued. Failure to properly obtain the appropriate County permits prior to development/construction activities on the project site can result in enforcement action being taken.
6. The following nuisance exotic vegetation shall be removed from development project site property, as applicable: (a) Australian pine (*Casuarina* spp.); (b) Brazilian pepper (*Schinus terebinthifolius*); (c) Melaleuca (*Melaleuca quinquenervia*); (d) Ear-pod tree (*Enterolobium cyclocarpum*); (e) Chinaberry (*Melia azedarach*).
7. The area to be cleared is the minimum necessary for proposed scope of work.

**DATE OF PERMIT ISSUANCE:** 6/24/2019

**DATE OF PERMIT EXPIRATION:** Expiration concurrent with approved site plan/L.D.P., as applicable.

SIGNATURE OF AUTHORIZATION:



Steven S. Hitt, M.S.  
Senior Environmental Planner  
Indian River County

cc: County Engineer  
Current Development Staff  
(site plan/plat related permits only)

Project No./Permit No.: 95020105/83106  
lclr.letter





**INDIAN RIVER COUNTY**  
**Environmental Planning & Code Enforcement Section**  
1801 27th Street, Vero Beach FL 32960  
772-226-1249 / 772-978-1806 fax  
[www.ircgov.com](http://www.ircgov.com)

6/24/2019

**APPLICANT:**

AARON STANTON, P.E.  
MBV ENGINEERING, INC.  
1835 20TH ST  
VERO BEACH, FL 32960

**INDIAN RIVER COUNTY TREE REMOVAL PERMIT**

PROJECT/ APPLIC. NO.: **95020105 / 83107**  
PROJECT NAME: **KROEGEL HOMESTEAD CONSERVATION AREA**  
PROJECT DESCRIPTION: **TREE REMOVAL PERMIT**  
PROPERTY OWNER'S NAME: **BETH POWELL**  
LOCATION OF ACTIVITY: **11296 S INDIAN RIVER DR**  
PARCEL NUMBER: **31-39-08-00003-0000-00001.0**

**THIS TREE REMOVAL PERMIT** is issued in accordance with Chapter 927 of the Indian River County Land Development Code. The above named applicant is hereby authorized to perform the herein described activity in accordance with the specifications stated herein and provided for in Chapter 927. This permit does not absolve the applicant and/or property owner from the responsibility to satisfy state or federal regulations that may apply to the activity.

**GENERAL SPECIFICATIONS:**

1. The applicant shall conduct the activity in strict accordance with the criteria set forth in Section 927.07 of the Indian River County Land Development Code; a copy of the permit shall be kept on-site while the activity is taking place.
2. The applicant and/or the person to perform the tree removal shall arrange a field meeting with county environmental planning staff to review the proposed activity prior to removal commencement.
3. The applicant shall notify county environmental planning staff upon completion of the activity, who shall inspect the property to confirm compliance with applicable county regulations.

**OTHER INFORMATION:**

1. This permit authorizes the removal of protected trees (diameter at breast height (DBH) of 4 inches or greater) and/or specimen trees (DBH of 12 inches or greater) for construction of the Kroegel Homestead Conservation Area Major Site Plan project at 11296 S Indian River Drive, in accordance with the conditions and specifications of the approved site plan and tree protection plan (SP-MA-19-01-02 / 95020105-83105).
2. This permit does not authorize the removal of any protected or specimen tree within any wetland, surface water, or drainage system unless authorized by appropriate federal, state, and/or county permits.
3. Tree protection barriers shall be installed around trees to be preserved prior to initiation of land clearing and tree removal activities.

**DATE OF PERMIT ISSUANCE:**

**6/24/2019**

**DATE OF PERMIT EXPIRATION:**

**Expiration concurrent with the approved site plan/L.D.P., as applicable.**

SIGNATURE OF AUTHORIZATION:



Steven S. Hitt, M.S.  
Senior Environmental Planner  
Indian River County

tree.letter

Proj./Appl. # 95020105/83107



**INDIAN RIVER COUNTY  
COMMUNITY DEVELOPMENT DEPARTMENT**  
1801 27th Street, Vero Beach FL 32960  
772-226-1237 / 772-978-1806 fax  
[www.ircgov.com](http://www.ircgov.com)

June 7, 2019

Aaron Stanton, P.E.  
MBV Engineering, Inc.  
1835 20<sup>th</sup> Street  
Vero Beach FL 32960

**RE: Kroegel Homestead Conservation Area Major Site Plan**  
[SP-MA-19-01-02 / 95020105-83105]

Dear Mr. Stanton:

The above-referenced major site plan application has been approved by staff. This action approves site improvements to include construction of a parking area, a 312 sq. ft. bathroom facility, a 225 sq. ft. pavilion, walking trail, along with stormwater and utility infrastructure for the Kroegel Homestead Conservation Area to be located at 11296 S. Indian River Drive, with the following conditions:

1. Prior to site plan release, the applicant shall submit all required jurisdictional permits to Planning staff as follows:
  - a. Indian River County Land Clearing Permit
  - b. Indian River County Tree Removal Permit
  - c. Indian River County Type "B" Stormwater Permit
  - d. Indian River County Right-of-way Permit
  - e. Indian River County Utility Construction Permit
  - f. SJRWMD Environment Resource Permit (10/2 Self Certification)
  - g. FDEP NPDES Notice of Intent
  - h. FDEP Potable Water Permit
  - i. FDEP Domestic Wastewater Permit
2. Project construction must follow county construction regulations under 974.04(2).
  - (2) *Construction equipment and activity.* It shall be unlawful to operate any equipment or perform any outside construction or repair work on buildings, structures, roads, or projects within the county between the hours of 8:00 p.m. and 6:00 a.m. unless an administrative approval as set forth in section 974.07 for such construction or repair work between such hours has been obtained from Indian River County on the basis of good cause shown.

Upon completion of the listed requirements, the applicant shall provide, in writing, the intent to begin construction and arrange an appointment with a current development division staff member to release the approved plan.

Please be advised that site plan approval shall terminate and become null and void without notice if construction has not commenced within 24 months from the date of approval. Site plan approval may be extended one time only for good cause by the Board of County Commissioners for a period not to exceed 12 months. Construction shall be considered abandoned and site plan approval may be terminated if a good faith effort to proceed with the completion of the project has not occurred for a continuous period of 6 months.

Be advised that the Code Enforcement Department may conduct periodic inspections to ensure the project is completed in accordance with the approved site plan. Upon completion of construction the applicant shall submit a formal request for site CO inspections through the Planning Division. Please see the attached checklist for further instructions.

If you have any questions please contact this office at 772-226-1235 or [jmccoy@ircgov.com](mailto:jmccoy@ircgov.com).

Sincerely,



John W. McCoy, AICP  
Chief, Current Development

Attachment: Site CO Checklist

cc:	Stan Boling, AICP (via e-mail)	Roland M. DeBlois, AICP (via e-mail)
	Vincent Burke (via e-mail)	Arjuna Weragoda (via e-mail)
	Thomas "Tad" Stone (via e-mail)	Joseph "Dave" Johnson (via e-mail)
	Richard B. Szpyrka, P.E. (via e-mail)	James Ennis, P.E. (via e-mail)
	David W. Schryver, PSM (via e-mail)	Laura Yonkers, P.E. (via e-mail)
	Todd Tardif (via e-mail)	Steven Hitt (via e-mail)
	Lori Hoffman (via e-mail)	Elliese Shaughnessy, E.I. (via e-mail)
	Janie Hollingsworth, P.E. (via e-mail)	Veronica Figueroa-Chanza (via e-mail)
	Kevin Guenther (via e-mail)	Lt. Peggy Parmenter (via e-mail)
	Beth Powell (via e-mail)	Chris Demeter (via e-mail)
	City of Sebastian (via e-mail)	

Community Development Department  
County Administration Building  
1801 27th Street, Building "A"  
Vero Beach FL 32960



This Covers Project  
Site Work **NOT**  
Included in  
Building Dept's  
Final Inspection

## SITE PLAN PROJECTS CERTIFICATE OF OCCUPANCY CHECKLIST

- I. To request site work inspections for Certificate of Occupancy, applicant must submit the following items to Maria Bowdren in the **Planning Division** ([mbowdren@ircgov.com](mailto:mbowdren@ircgov.com) / 772-226-1242):
- (a) Certification Letter sealed by Architect or Engineer of Record stating site has been completed in conformance with approved plan. **MUST INCLUDE: Address, Project #, Site Plan # and all applicable Building Permit #'s.**
  - (b) Landscape Certification Letter from landscape provider or landscape architect certifying that landscape material is Florida #1 or better quality and when last inspected. **If mitigation trees are required, the certification letter must include the number and location of the mitigation trees.**
- II. Applicant must submit to the **Engineering Department** (772-226-1283):
- (a) Certification Letter sealed by Architect or Engineer of Record stating site has been completed in conformance with approved site plan.
  - (b) One as-built site plan.
- III. Applicant must contact the **Solid Waste Disposal District** at [swddfees@ircgov.com](mailto:swddfees@ircgov.com) or 772-226-1300 to determine required solid waste fees due prior to CO.
- IV. Other departments involved that you may need to contact **after** inspections are made include:
- (a) **Environmental Health Department:** (794-7440).
  - (b) **Utilities:** Arjuna Weragoda (226-1821), Jesse Roland (226-1636). Note: F.D.E.P. water/sewer line certifications may be needed before Utilities will clear the project for Certificate of Occupancy.
  - (c) **Traffic Engineering,** Maya Miller (226-1637).
  - (d) **Fire Prevention:** 226-1880 (Battalion Chief Dave Johnson, Lt. Rich Marini, Lt. Peggy Parmenter, Lt. Sandra Seeley, and Lt. Jesse Hobbs)
  - (e) **[If Needed] - St. Johns River Water Management District,** Palm Bay Office 800-295-3264



**INDIAN RIVER COUNTY**  
**DEPARTMENT OF UTILITY SERVICES**  
1801 27TH STREET  
VERO BEACH, FLORIDA  
Tel. (772) 567-8000  
Fax (772) 770-5143

**Date:** November 15, 2018

**UCP #** 3463

**Re:** Kroegel Park Improvements

MBV Engineering, Inc.  
1835 20th Street  
Vero Beach, FL 32960  
Phone: 772-569-0035  
Attn: Jessica Hawkins

**WE ARE SENDING YOU:**

☐ Shop drawings    ☒ Attached    ☐ Specifications    ☐ Under separate cover the following items via:  
☐ Copy of letter    ☐ Prints    ☐ Plans    ☒ Utility Construction Permit  
☐ Change Order    ☐ Samples    ☐ Other: \_\_\_\_\_

COPIES	DESCRIPTION
1	Connection Fee Estimate
1	Signed FDEP Water and Wastewater Applications
1	"Approved as Noted" Construction Plans and Lift Station Calculations
1	IRC Utility Construction Permit # 3463
1	Pre-Construction Confirmation Form

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

☐ For approval    ☐ Approved as submitted    ☐ Resubmit    \_\_\_\_\_ Copies for approval  
☒ For your use    ☐ Approved as noted    ☐ Submit    \_\_\_\_\_ Copies for distribution  
☐ As requested    ☐ Returned for corrections    ☐ Return    \_\_\_\_\_ Corrected prints  
☐ For review & comment    ☐ For Bids Due    Other: \_\_\_\_\_

**REMARKS:**

- Please schedule a pre-construction meeting and all utility construction activities with Inspector Scott Eddinger, 772-532-7476, seddinger@ircgov.com.
- The attached pre-construction form must be signed by the Engineer-of-record and presented at the pre-construction meeting.

Signed: \_\_\_\_\_

*Eliese Shaughnessy, E.I.,*

Cc:

Arjuna Weragoda, P.E., Capital Projects Manager  
Scott Eddinger, Utilities Inspector  
Utility Project File UCP # 3463

(via email)

(If enclosures are not as noted, kindly notify us at once)



**INDIAN RIVER COUNTY- WATER AND SEWER CONNECTION FEES**  
**11296\_S\_IndianRiverDrWaterSewerConnectionFeeEstimate\_UCP3463**

<b>Property Owner:</b> Indian River County	<b>Phone :</b> 7725690035
<b>Project/Subdivision Name:</b> Kroegel Park Improvements UCP 3463	<b>Cell #:</b> _____
<b>Property Owner Contact Person:</b> Aaron Stanton, PE	<b>Fax #:</b> _____
<b>Location/Street Address:</b> 11296 S. Indian River Dr	<b>e-Mail:</b> _____
<b>Parcel ID ('s) #:</b> 31390800003000000001.0	<b>Property Use Code</b> 8600

**Fire Protection Service? (Yes / No)** ☐ N (REQUIRED) **APPLICABLE CODE**

**Master Meter? (Yes / No)** ☐ N (REQUIRED)

( I ) Indian River County/City of Sebastian  
 ( V ) City of Vero Beach  
 ( F ) Franchise Utility  
 ( N ) No Service Available

☐ I Water  
☐ I Sewer  
 (REQUIRED FIELDS)

FIELDS BELOW MUST BE FILLED	
Connecting to Water (y or n)	Y
Is Temp Service Agmt Required	N
Connecting to Sewer (y or n)	Y

<b>WATER:</b>		<b>Financed ?</b>				
Water Impact Fee:	4	N	ERU's @ \$1,300.00 Each	= \$	5,200.00	
				= \$	-	
Water Service Connection Fee:				=		
Water Deposit:	4		Deposit @ \$50.00 per ERU	= \$	200.00	
Inspection Fee				= \$	-	
Meter Installation	2	1	1-inch @ \$250.00	= \$	250.00	
Water Line Within Cnty RW:	2			=		
If Developers Agmt = 1			Master Planned @ \$11.25 per LF	LF=	230 = \$	2,587.50
If Master Planned Line = 2						

<b>SEWER:</b>		<b>Financed ?</b>				
Sewer Impact Fee:	4	N	ERU's @ \$2,796.00 Each	= \$	11,184.00	
				= \$	-	
Sewer Service Connection Fee:				= \$	-	
Sewer Deposit:	4		Deposit @ \$50.00 per ERU	= \$	200.00	
Inspection Fee				= \$	-	
Sewer Line Within Cnty RW:	2			=		
If Developers Agmt = 1			Master Planned @ \$15.77 per LF	LF=	230 = \$	3,627.10
If Master Planned Line = 2						

<b>MISCELLANEOUS:</b>					
Service Charge	1	New Service @ \$25.00	= \$	25.00	
Additional Deposit Per DDCV		Number of DDCV's Required =	= \$	-	
Recording Fee			=		
Doc Stamp			= \$	-	

Remarks: Number of ERU's determined by E-o-R according to UCP application. Taps by contractor.	---- Official Use by IRCUD Staff Only ----		
	<i>Prepared By</i>	<i>Date Prepared</i>	<i>Expiration Date</i>
	Elliese Shaughnessy	11/16/2018	5/15/2019

I hereby acknowledge that I have been informed that a permit is required by the Building Department for the installation of the service line from the meter. IRCUDS recommends pressure testing your existing plumbing before transitioning from your private well system to the County's water service. Pressure testing will allow you to avoid any potential leaks or breaks that may occur due to the pressure change with your new County water service. IRCUDS is not responsible for leaks or breaks that may occur due to connection to the County water system

<b>IRC Service App Provided?</b>	
<b>Total Balance Due *** = \$</b>	<b>23,273.60</b>

\*\*\*Charges and fees are estimates only. Actual charges are subject to review and confirmation at time of payment. Service Availability Fees will accrue at the time connection fees have been paid. This estimate will expire in 180 days.

Customer Signature:  
 Date:

**INDIAN RIVER COUNTY**  
**DEPARTMENT OF UTILITY SERVICES**  
**1801 27th Street, Vero Beach, Florida 32960**



**UTILITY CONSTRUCTION PERMIT**

Permit Issuance Date: November 15, 2018  
UCP #: 3463  
IRC Project #: 95020105  
Project Name: Kroegel Park Improvements  
Project Location: 11296 S. Indian River Dr.  
Owner/Developer: Indian River County Parks Division  
Engineer-of-Record: MBV Engineering, Inc. Aaron Stanton  
IRCUD Inspector: Scott Eddinger, Utilities Inspector, 772.532.7476  
Project Description: Water Dist. / Wastewater Coll. Systems

Services:                      ☒ County Water                      ☐ County Gravity Sewer                      ☐ County Force Main  
                                    ☐ County Lift Station                      ☒ Private Lift Station                      ☒ Private Force Main

**General:**

This Utility construction permit authorizes the above-named Owner/Developer to construct a Water Distribution System and a Wastewater Collection System for the project as shown on the construction plans prepared by **MBV Engineering, Inc.** and signed & sealed on **November 7, 2018**. Permit Issuance is contingent upon construction being performed by personnel currently licensed in the State of Florida to perform such work. All work shall be performed in accordance with Indian River County Utilities Standards, latest edition and applicable regulatory agency. Utility work shall not commence until all necessary easements and/or permits are acquired, including an Indian River County R-o-W Permit if working within its limits. The limits of construction are delineated by these plans. This permit is valid for a period of twelve consecutive months from the date of issuance and is subject to the special provisions and completion of associated checklist items as provided in Attachment A; this permit does not constitute a permit for operation.

**Special Conditions: Not Applicable.**

If you have any questions, please do not hesitate to contact me at (772) 567-8000, ext. 1801.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliese Shaughnessy", is written over a horizontal line.

Elliese Shaughnessy, E.I.

Enclosure: Attachment A

cc:	Vincent Burke, P.E., Director of Utility Services	(via email)
	Rich Szyrka, P.E., Director of Public Works	(via email)
	Stan Boling, AICP, Director of Community Development	(via email)
	Arjuna Weragoda, P.E., Cap. Proj. Manager	(via email)
	Scott Eddinger, Utilities Inspector	(w/ Enclosure)
	Utility Project File UCP # 3463	(w/ Enclosure)



## ATTACHMENT A

### UTILITY CONSTRUCTION PERMIT – SPECIAL PROVISIONS

1. The Owner/Developer or his duly authorized representative, the Engineer-of-Record, property owner and construction contractor shall hold Indian River County harmless in any suits, claims, and/or liabilities arising from subject construction.
2. The Owner/Developer or his duly authorized representative, the Engineer-of-Record and the construction contractor shall have a pre-construction meeting with Indian River County Department of Utility Services (IRCDUS) a minimum of five working days before beginning construction.
3. The contractor shall notify Customer Service, IRCDUS, at (772) 567-8000 a minimum of 48 hours prior to beginning construction or performing any system tests.
4. All water and sewer utility locations are to be coordinated with other utilities such as, but not limited to electric, cable, telephone, irrigation, etc. Minimum setback requirements from water and sewer utilities, as outlined below, must be adhered to prior to acceptance of the water and sewer utilities.

Type of Object	Min. Horizontal Separation between Utility Water/Sanitary Lines and other Utilities & Objects
a) Aboveground permanent objects (i.e. walls, trees, transformer pads, etc.).	Pressure Pipes = Depth of the pipe plus diameter of the pipe Gravity Sewer – ten (10) feet
b) Underground utility lines (i.e., telephone, power, drainage, etc.)	Four (4) feet
c) Surface water body top of bank (i.e. lakes, ponds, canals, etc.).	Two times the depth of the pipe plus the diameter of the pipe

FINAL ACCEPTANCE OF WATER AND SEWER IS CONTINGENT UPON A FINAL INSPECTION BY THE UTILITIES DEPARTMENT AFTER ALL OTHER ON-SITE UTILITIES HAVE BEEN INSTALLED SO THAT MINIMUM SEPARATION REQUIREMENTS, AS OUTLINED ABOVE, CAN BE VERIFIED.

5. This Utility Construction Permit does not eliminate the necessity to obtain a right-of-way permit from Indian River County Public Works Department or other permits that are required by the Florida Department of Environmental Protection (FDEP) or any other county, state, or federal agencies.
6. No construction shall begin until all required easements have been acquired.
7. All applicable permits allowing utilities construction inside any right-of-way shall be submitted prior to commencement of construction. The Land Development Permit must be obtained, if applicable, prior to commencement of any utility construction.

UTILITY CONSTRUCTION PERMIT – SPECIAL PROVISIONS

8. Capacity Charges must be paid in full prior to commitment of capacity or issuance of building permit whichever comes first. THERE IS NO GUARANTEE THAT CAPACITY WILL BE AVAILABLE AT TIME OF REQUEST.
9. County Inspection Services: The County's hours of operation for this project is limited to between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding holidays. The DEVELOPER shall coordinate needed inspection services between these hours of operation. Should the DEVELOPER require County inspection services beyond the designated hours then the DEVELOPER shall pay the inspectors' hourly prevailing rate times an overtime direct multiplier of 1.5 times the hourly rate. The DEVELOPER shall not have the right to declare this Agreement in default because it disagrees with the fees and charges imposed for the extended use of the County Inspectors.
10. All equipment, materials, and workmanship shall meet or exceed current Indian River County Water and Wastewater Utility Standards and shall be subject to the unconditional inspection and approval of the Indian River County Department of Utility Services.
11. Only IRCDUS approved appurtenances shall be used in construction.
12. Shop drawings shall be provided and reviewed by IRCDUS prior to construction.
13. The Engineer-of-Record (EOR) shall have an on-site representative (inspector) whom shall witness and document all materials used, installation procedures, problems encountered and all tests specified by the Utility Construction Permit Checklist. Daily construction reports shall be submitted not less than monthly to IRCDUS. The daily reports shall be signed and sealed by the EOR. The daily construction reports shall be submitted to IRCDUS no later than seven days after completion of that portion of construction requiring clearance. Indian River County has unconditional rights to inspect the construction and materials at any time.
14. All connections to the IRCDUS system and operation of utility system valves and equipment shall be made under the direct observation of personnel from IRCDUS. Where loss of utility service will occur, a minimum of a 48-hour notice to IRCDUS and the public is required. A 48-hour notice is required for access to private property.
15. No testing of potable water or sanitary sewer system shall commence until Record Drawings have been submitted, approved, and accepted by the Department of Utility Services.
16. Upon completion of construction, utility system shall be flushed, disinfected, and tested in accordance with the current IRCDUS Specifications.



UTILITY CONSTRUCTION PERMIT – SPECIAL PROVISIONS

17. Project Closeout: At the time of final completion, an inspection shall be held by IRCDUS in the presence of the property owner, DEVELOPER, Contractor and Engineer-of-Record. At this time, the DEVELOPER shall provide all necessary documentation as required by the Utility Construction Permit and regulatory agencies, such as the FDEP. At the time of completion of all utility work, a final inspection shall be held. The DEVELOPER shall make arrangements with the Owner, Contractor, Engineer-of-Record and IRCDUS for a joint follow-up inspection and shall send a written notice to said parties to inform them of the date and time of the inspection. After the inspection, IRCDUS, through the Engineer-of-Record, shall inform the DEVELOPER of any corrections required.
18. The one-year maintenance period shall not commence until a final Certification-of-Construction – Completion and Request for Clearance to Place Permitted Components Into Operation (FDEP Form 62-555.900) has been prepared and approved by FDEP, and a Memo of Acceptance has been issued by IRCDUS.
19. Partial Utilization: IRCDUS shall have the right to utilize or place into service any utility equipment pursuant to FDEP Certificate-of-Construction Completion (FDEP Form 62-555.900) or other usable portion of the work prior to completion of the work. In such case, IRCDUS, identifying the specific portion or portions of the work to be so utilized or otherwise placed into service, will notify the DEVELOPER in writing. The DEVELOPER shall understand that until such written notification is issued, all responsibility for ownership, care and maintenance of the work shall be borne by the DEVELOPER. Upon issuance of said written notice of partial utilization, the DEVELOPER accept full responsibility for the protection and maintenance of all such items or portions of the work described in the written notice until final acceptance by IRCDUS. The DEVELOPER shall retain full responsibility for satisfactory completion of the work, regardless of whether a portion thereof has been partially utilized by IRCDUS and the DEVELOPER'S one-year correction period shall commence only after the date of Substantial Completion for the work. DEVELOPER shall be further responsible for submitting a final Certification-of-Construction Completion to FDEP for any outstanding portion of the work.
20. ALL IRCDUS REQUIRED DOCUMENTS / SUBMISSIONS MUST BE PROVIDED BY THE DEVELOPER PRIOR TO IRCDUS'S RELEASE OF THE PROJECT. Upon completion of construction and prior to placing the utility system into service, the requirements of IRCDUS's water and wastewater system Utility Construction Permit Checklist shall be satisfied. This shall include but is not limited to record drawings, easement dedications, bill-of-sales, etc.



**INDIAN RIVER COUNTY  
DEPARTMENT OF UTILITY SERVICES  
UTILITY CONSTRUCTION PERMIT CHECKLIST  
WATER CHECKLIST**

Received	Description
	1. One (1) signed and dated, approved or red-lined set of as-built construction drawings by the project's County Inspector for approval by Utilities Engineering, prior to the submittal of the Final Record Drawings. Submittal of Final Record Drawings should consist of one (1) set of reproducible mylars, one (1) electronic disc and three (3) sets of blue/black line prints signed and sealed by the Engineer-of-Record or Licensed Surveyor. The Engineer-of-Record must be registered to practice in the State of Florida.
	2. Copy of a satisfactory hydrostatic pressure test signed by the Engineer-of-Record.
	3. One complete set of daily field inspection records prepared by the on-site inspector certified by the Engineer-of-Record to be submitted seven (7) days after completion of that portion requiring clearance.
	4. Copy of a satisfactory bacteriological main clearance certified by the Engineer-of-Record.
	5. Copy of a satisfactory trench backfill and compaction density test reports signed by the Engineer-of-Record.
	6. Certification by the Engineer-of-Record that the water line was sanitized in accordance with County specifications.
	7. Certification by the Engineer-of-Record that the construction of the water distribution system is complete and in accordance with County construction and material specifications. Any deviation from the approved construction drawings or County specifications must be specifically identified and justified by the Engineer.
	8. Copy of the Notice of Acceptance of Completion from the Florida Department of Environmental Protection (FDEP) authorizing the water distribution system to be placed into service.
	9. Backflow Preventer Certification(s), which includes domestic and fire lines and proof that the certification has been filed in accordance with the County Cross Connection Control Program's Backflow Management and Inspection Database. See <a href="http://www.ircutilities.com/CCCP.htm">http://www.ircutilities.com/CCCP.htm</a> for further information.
	10. <u>Bill of Sale &amp; Easement</u> - Dedication of the water distribution system and

Received	Description
	accompanying easements. The dedication is to include an itemized list of all materials along with total materials, construction and engineering costs. <b><i>This should be coordinated through the IRC Attorney's Office.</i></b>
	11. <u>Bill of Sale</u> - Where the water distribution system is located in established easements or road rights-of-way, the attached bill of sale is to be executed along with an itemized list of all materials to include materials and construction costs. <b><i>This should be coordinated through the IRC Attorney's Office.</i></b>
	12. Complete on-site inspection by a County utility inspector with confirmation that the water distribution system appears acceptable.
	13. Arrangements for payment of all capacity charges and other costs of connections.
	14. Release of lien(s) from each Contractor, Subcontractor and Vendor.
	15. A one-year maintenance bond in an amount equaling 25% of the total cost for construction of the system if construction costs exceed \$10,000. If total construction costs are less than \$10,000, then a one-year warranty letter is required. The warranty letter can be issued by the developer or contractor.





**INDIAN RIVER COUNTY**  
**DEPARTMENT OF UTILITY SERVICES**  
**UTILITY CONSTRUCTION PERMIT CHECKLIST**  
**WASTEWATER CHECKLIST**

Received	Description
	1. One (1) signed and dated, approved or red-lined set of as-built construction drawings by the project's County Inspector for approval by Utilities Engineering, prior to the submittal of the Final Record Drawings. Final Record Drawings submittal should consist of one (1) set of reproducible mylars, one (1) electronic disc and three (3) sets of blue/black line prints signed and sealed by the Engineer-of-Record or Licensed Surveyor. The Engineer-of-Record must be registered to practice in the State of Florida.
	2. Copy of a satisfactory hydrostatic pressure test or infiltration/exfiltration test signed by the Engineer-of-Record.
	3. One complete set of daily field inspection records prepared by the on-site inspector certified by the Engineer-of-Record to be submitted seven (7) days after completion of construction of that portion requiring clearance.
	4. Copy of a satisfactory television test and a certified report by the Engineer-of-Record.
	5. Copy of a satisfactory trench backfill and compaction density test reports signed by the Engineer-of-Record.
	6. Certification by the Engineer-of-Record that the construction of the wastewater collection/transmission system is complete and in accordance with County construction and material specifications. Any deviation from the approved construction drawings or County specifications must be specifically identified and justified by the Engineer.
	7. Copy of the Notice of Acceptance of Completion from the Florida Department of Environmental Protection (FDEP) authorizing the wastewater collection/transmission system to be placed into service.
	8. <u>Bill of Sale &amp; Easement</u> - Dedication of the wastewater collection/transmission system and accompanying easements. The dedication is to include an itemized list of all materials along with total materials, construction and engineering costs. <b><i>This should be coordinated through the IRC Attorney's Office.</i></b>
	9. <u>Bill of Sale</u> - Where the wastewater collection/transmission system is located in established easements or road rights-of-way, the attached bill of sale is to be executed along with an itemized list of all materials to include materials and

Received	Description
	construction costs. <i><b>This should be coordinated through the IRC Attorney's Office.</b></i>
	10. Complete on-site inspection by a County utility inspector with confirmation that the wastewater collection/transmission system appears acceptable.
	11. Arrangements for payment of all capacity charges and other costs of connections.
	12. Release of lien(s) from each Contractor, Subcontractor and Vendor.
	13. A one-year maintenance bond in an amount equaling 25% of the total cost for construction of the system if construction costs exceed \$10,000. If total construction costs are less than \$10,000, then a one-year warranty letter is required. The warranty letter can be issued by the developer or contractor.
	14. A set of lift station specifications (if applicable), two sets of operations and maintenance manuals, warranty, and all spare parts as required by IRCDUS standards.
	15. Transfer of lift station's electric account from Developer to County.
	16. If a PRIVATE Lift Station, an acknowledgment letter from Engineer/Owner, and copy of 24/7 lift station maintenance agreement with a qualified service and repair company having lift station maintenance experience.

**Indian River County Department of Utility Services**

**1801 27<sup>th</sup> Street, Vero Beach, Florida 32960**

**Phone: 772-567-8000, Fax: 772-770-5143**



**Pre-Construction Meeting Requirements  
Engineer's Confirmation**

(this form must be presented to the Utilities Inspector at the Pre-Con)

**PROJECT NAME:**

**IRC UCP #:**

**ENGINEERING FIRM:**

**ENGINEER-OF-RECORD:**

**UNDERGROUND UTILITY CONTRACTOR:**

**DATE OF PRE-CONSTRUCTION MEETING:**

**By signing below, you confirm that:**

1. All associated Water and/or Sewer connection fees have been paid.
2. All required permits for the proposed construction have been obtained.

**E.O.R Signature: \_\_\_\_\_ Date: \_\_\_\_\_**



**Jessica Hawkins**

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17-0132

Permit  
Exemption

**From:** Aaron Stanton  
**Sent:** Wednesday, November 21, 2018 1:26 PM  
**To:** Jessica Hawkins; Todd Howder  
**Subject:** FW: Kroegel Homestead Conservation Access Area Improvements

Looks like we are exempt for this project – it was only a single service

**Aaron Stanton, P.E.**  
MBV Engineering, Inc.  
Ph: 772-569-5505

---

**From:** Zangeneh, Bahman <Bahman.Zangeneh@FloridaDEP.gov>  
**Sent:** Wednesday, November 21, 2018 11:57 AM  
**To:** Aaron Stanton <aarons@mbveng.com>  
**Cc:** bpowell@ircgov.com; Edwards, Kent <Kent.Edwards@FloridaDEP.gov>  
**Subject:** Kroegel Homestead Conservation Access Area Improvements

RE: Kroegel Homestead Conservation Access Area Improvements  
11296 S. Indian River  
Vero Beach, Indian River County

Dear Mr. Stanton:

We have reviewed the application and plans submitted for the above referenced project. According to Rule 62-555.520 (1)(d)13., F.A.C., service lines serving a single building are not regulated by DEP, therefore you do not need a DEP drinking water construction permit for this project. Be advised that you may still need to obtain a plumbing permit. Rule 62-555.340, F.A.C. does require that you properly disinfect these facilities and take bacteriological samples.

Please do not submit the application fee if you haven't done so. If we receive the application fee, we will be returning it to the address it was sent from. If there are any questions, please contact me at phone number and email below. Thank you for your cooperation with the water facility permitting program.

Sincerely,



Bahman M. Zangeneh,  
Engineer IV  
Florida Department of Environmental Protection  
Southeast District – West Palm Beach  
Water Facility Permitting Program  
3301 Gun Club Road, MSC 7210-1  
West Palm Beach, FL 33406  
[Bahman.Zangeneh@floridadep.gov](mailto:Bahman.Zangeneh@floridadep.gov)  
Office: 561.681.6749

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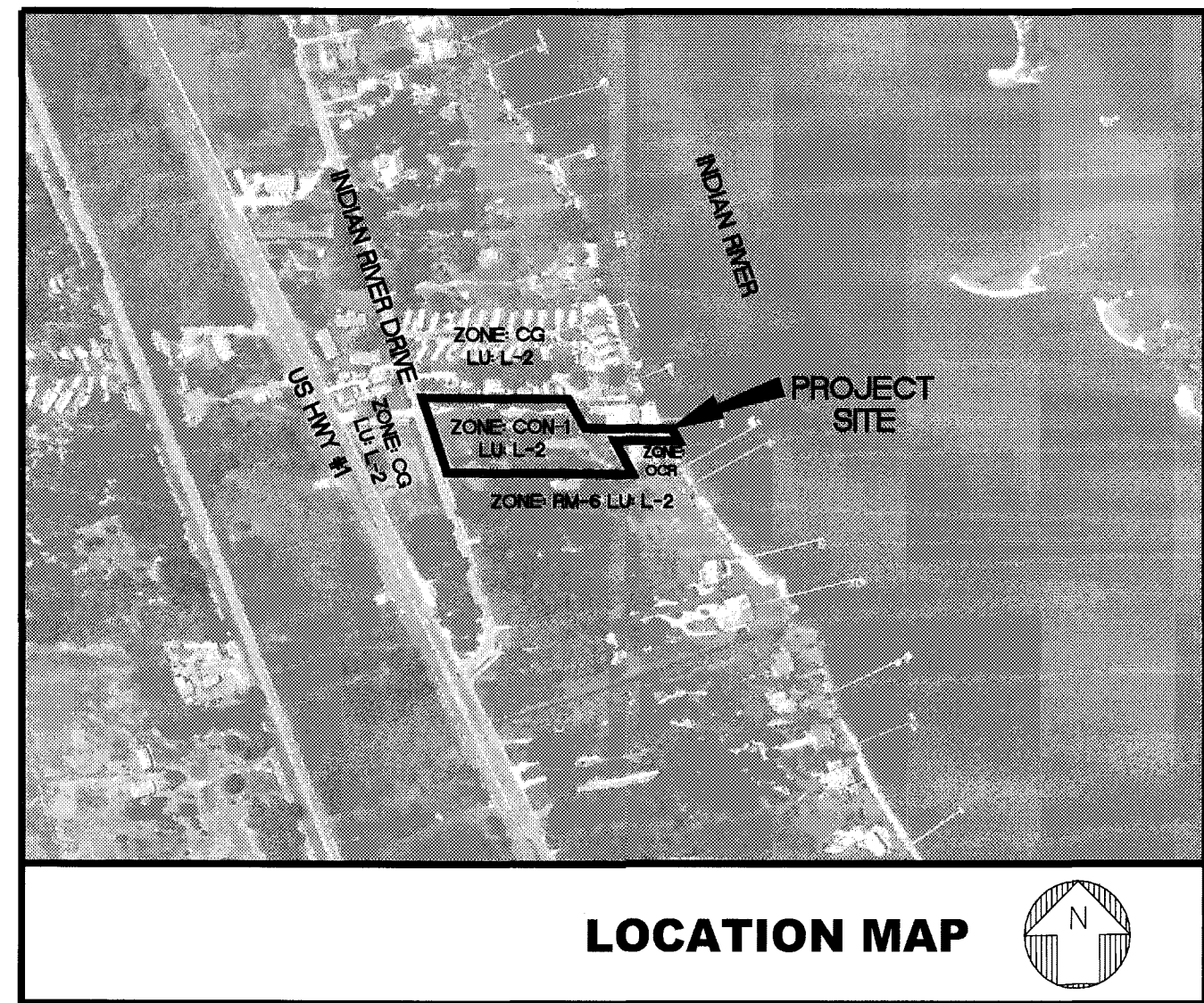
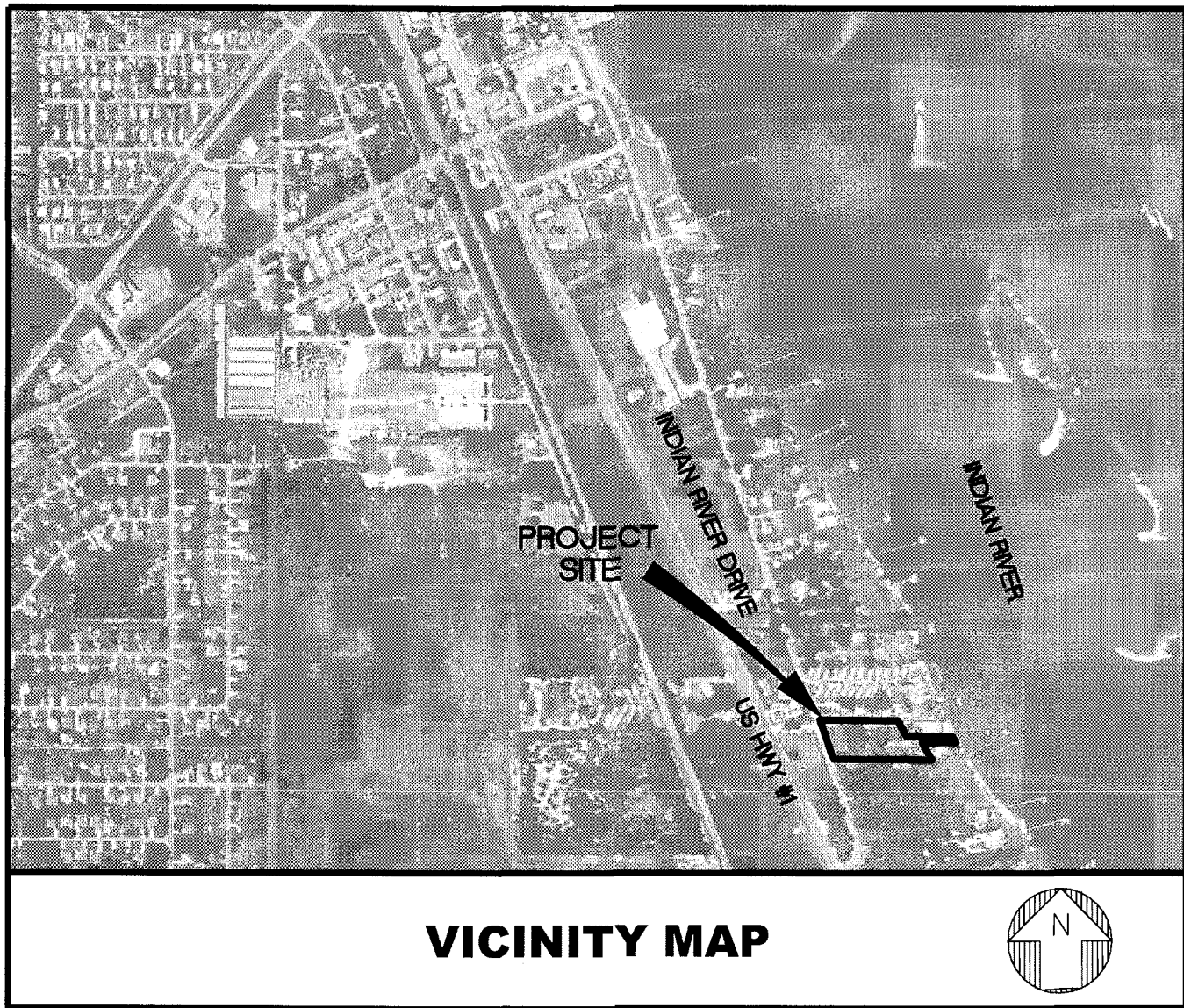
**See Appendix C – Project Plans**

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# KROEGEL HOMESTEAD CONSERVATION AREA ACCESS IMPROVEMENTS

11296 S. INDIAN RIVER DRIVE  
SEBASTIAN, FLORIDA

AUGUST 2018



## OWNER/APPLICANT



INDIAN RIVER COUNTY PARKS DIVISION

5500 77th STREET  
VERO BEACH, FLORIDA 32967  
PHONE: 772-226-1873

## ENGINEER



MOJA BOWLES VILLAMIZAR & ASSOCIATES  
CONSULTING ENGINEERING CA #3728

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

MELBOURNE, FL - PH (321) 253-1510  
FT. PIERCE, FL - PH (772) 468-9055

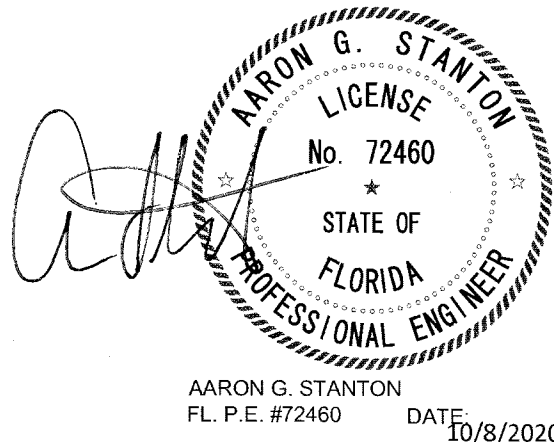
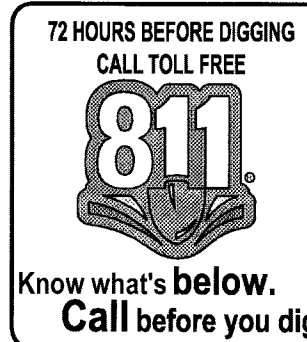
## SURVEYOR

KIMLEY-HORN & ASSOCIATES, INC.

445 24th STREET SUITE 200  
VERO BEACH, FLORIDA 32960  
PH: (772) 794-4100

## INDEX OF DRAWINGS

C1	COVER SHEET
C2	EXISTING CONDITIONS AND DEMOLITION PLAN
C3	SITE PLAN
C4	PAVING, GRADING, AND DRAINAGE PLAN
C5	UTILITY PLAN
C6	EROSION CONTROL PLAN
C7	EROSION CONTROL DETAILS
C8	SITE DETAILS
C9	UTILITY DETAILS
C10	LIFT STATION DETAILS
C11	LANDSCAPE PLAN
C12	LANDSCAPE DETAILS
C13	LANDSCAPE SPECIFICATIONS



SHEET

C1

OF 13  
17-0132



LEGEND OF SYMBOLS

- BENCHMARK
- NAIL OR SPIKE AS NOTED
- IRON ROD OR PIPE AS NOTED
- FIRE HYDRANT
- UTILITY POLE
- WATER VALVE
- SIGN
- ELECTRICAL BOX
- OAK TREE TO BE REMOVED
- PALM TREE TO BE REMOVED
- OAK TREE TO REMAIN
- PALM TREE TO REMAIN
- EXISTING PALM TREE TO BE RELOCATED
- SEE C3, SITE PLAN
- MAIL BOX
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- OHW
- OVERHEAD WIRE
- STORMWATER PIPE
- WM
- WS
- FM

ABBREVIATIONS

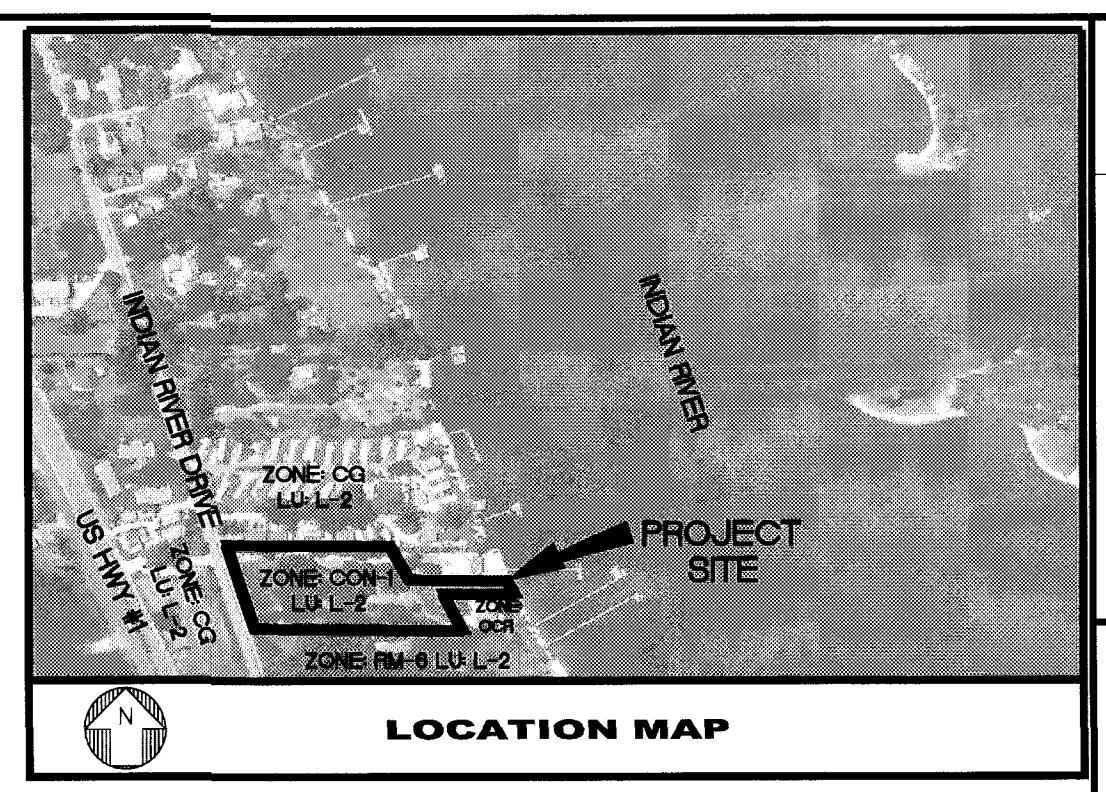
- CMD CONCRETE MONUMENT AND DISK
- CMP CORRUGATED METAL PIPE
- E EAST
- ELEV ELEVATION
- INV INVERT ELEVATION
- IRC IRON ROD WITH CAP
- LB LICENSED BUSINESS
- (M) MEASURED
- WES MITERED END SECTION
- MHWL MEAN HIGH WATER LINE
- N NORTH
- OHW OVERHEAD WIRE
- (P) PLAT
- PK PARKER KALON
- PKD PK NAIL AND DISK
- PLS PROFESSIONAL LAND SURVEYOR
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- RCP REINFORCED CONCRETE PIPE
- RNG RANGE
- S SOUTH
- SEC SECTION
- TWP TOWNSHIP
- TOW 12-7-07 TOP OF WATER ELEVATION & DATE
- W WEST
- X 10.00 TOPOGRAPHIC POINT

SURVEYOR'S NOTES

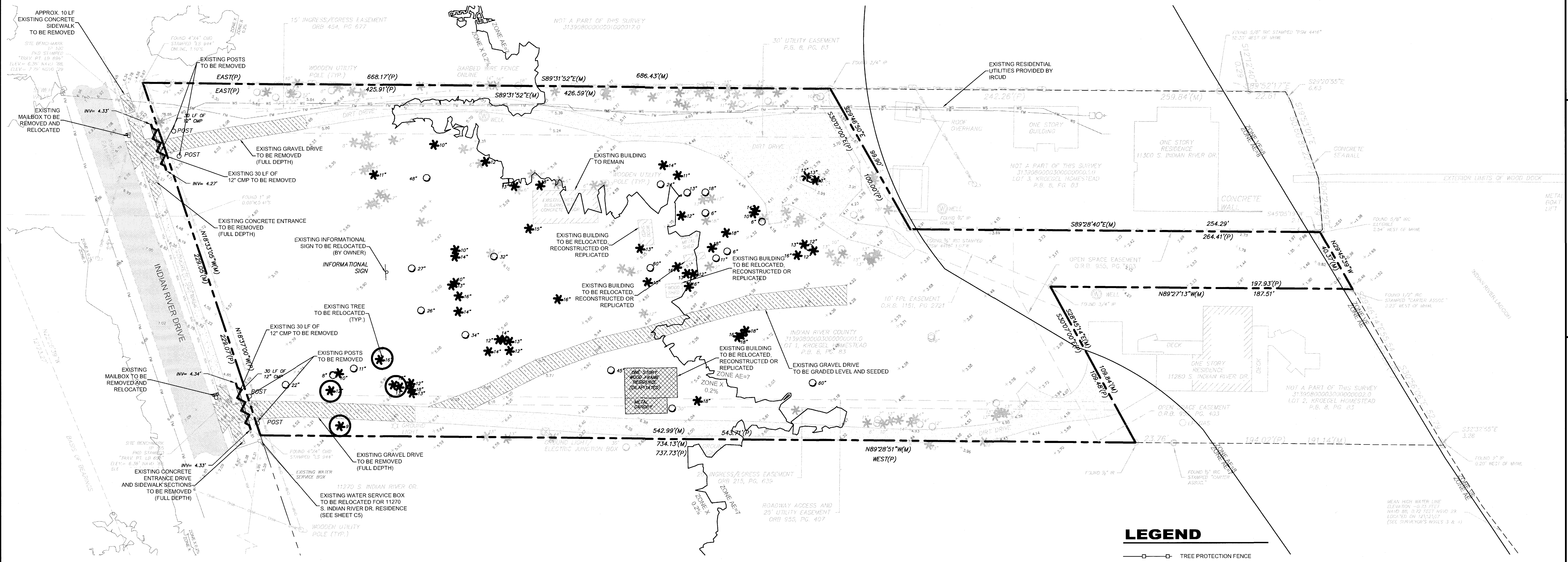
- BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983(90), FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. MORE PARTICULARLY, THE LINE BETWEEN NGS GPS MONUMENTS "GPS 105"(NORTHING 1257514.664, EASTING 831603.408) AND "GPS 26R"(NORTHING 1268719.607, EASTING 826974.926) IS NORTH 22°26'39" WEST, ACCORDING TO THE PUBLISHED COORDINATES LISTED ABOVE.
- ALL ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS, REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE ELEVATIONS ARE BASED ON AN NGS VERTICAL CONTROL POINT STAMPED "GEODETIC CONTROL MARK P-401-1991, HAVING A PUBLISHED ELEVATION OF 5.51 FEET NAVD 88.
- THE MEAN HIGH WATER ELEVATION WAS DETERMINED FROM MEAN HIGH WATER POINT IDENTIFICATION NUMBER 2738, HAVING A MEAN HIGH WATER ELEVATION OF -0.73 FEET NORTH AMERICAN VERTICAL DATUM OR 0.72 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929. THE CONVERSION BETWEEN DATUMS WAS OBTAINED BY USING CORPSCON VERSION 6.0.1. THE SOURCE OF THIS DATA IS THE LAND BOUNDARY INFORMATION SYSTEM INTERNET WEB SITE (www.labin.org).
- THE PROCEDURE USED TO ESTABLISH THE MEAN HIGH WATER LINE WAS TO INTERPOLATE THE ABOVE MEAN HIGH WATER HEIGHT ONTO THE SITE FROM ELEVATIONS OBTAINED FROM BEACH PROFILES TAKEN DURING NORMAL WEATHER CONDITIONS.
- THE MEAN LOW WATER ELEVATION FOR THIS SITE IS -1.05 FEET NAVD 88, 0.40 FEET NGVD 29.
- THIS SURVEY WAS PERFORMED IN THE FIELD ON DECEMBER 6TH THROUGH DECEMBER 12, 2007. KIMLEY-HORN AND ASSOCIATES, INC. FILE NO. 047035504, FIELDBOOK NO. 381, PAGES 1-20, AND ELEVATIONS WERE OBTAINED MAY 30, 2017 THRU MAY 31, 2017 KIMLEY-HORN AND ASSOCIATES, INC. FILE NO. 147613000, FIELDBOOK NO. 381, PAGES 43-47.
- THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

LEGAL DESCRIPTION

LOT 1, KROEGEL HOMESTEAD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 83 OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.



DATE	REVISIONS
10-07-2020	1. UTILITY CONFLICT TABLE
11-19-2018	2. PER RCUS COMMENTS
12-17-2018	3. PER RCUS COMMENTS
5-15-2018	4. PER RCUS COMMENTS
4-11-2019	5. PER RCUS COMMENTS
4-30-2019	6. PER CL STAFF COMMENTS
5-31-2019	7. PER RC STAFF COMMENTS
9-22-2020	8. PER RC ROW COMMENTS

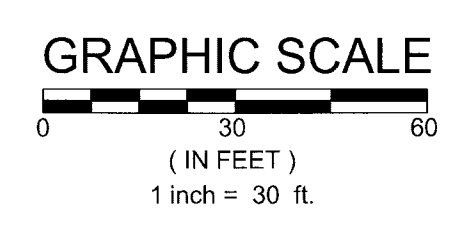
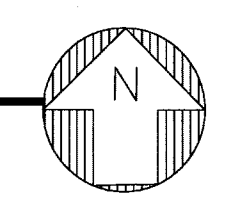


LEGEND

- TREE PROTECTION FENCE
- EXISTING DRAINAGE PIPE TO BE REMOVED
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING BUILDINGS, SHEDS, OR COVERED CONCRETE TO BE REMOVED
- EXISTING ASPHALT, CONCRETE, OR GRAVEL TO BE REMOVED
- EXISTING CONCRETE
- EXISTING STABILIZED DRIVE

EXISTING CONDITIONS / DEMOLITION PLAN

SCALE: 1" = 30'



72 HOURS BEFORE DIGGING  
CALL TOLL FREE  
**811**  
Know what's below.  
Call before you dig.

**MBV ENGINEERING INC.**  
VOVA BOMLES VILLANAR & ASSOCIATES  
CONSULTING ENGINEERING  
1881 30TH STREET  
VERO BEACH, FL 33966  
TEL: (888) 333-3966  
FAX: (772) 778-3417  
RESIDUAL FL: (888) 333-3966  
FL: (772) 448-9465

EXISTING CONDITIONS AND  
DEMOLITION PLAN

KROEGEL HOMESTEAD  
CONSERVATION AREA  
ACCESS IMPROVEMENTS

**AARON G. STANTON**  
LICENSE  
No. 72460  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER  
AARON G. STANTON  
FL, P.E. #72460  
10/8/2020







17-0132



(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS  
WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE  
TREATMENT AND DISPOSAL SYSTEMS.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(D) NEW OR RELOCATED UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS  
WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL THE WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

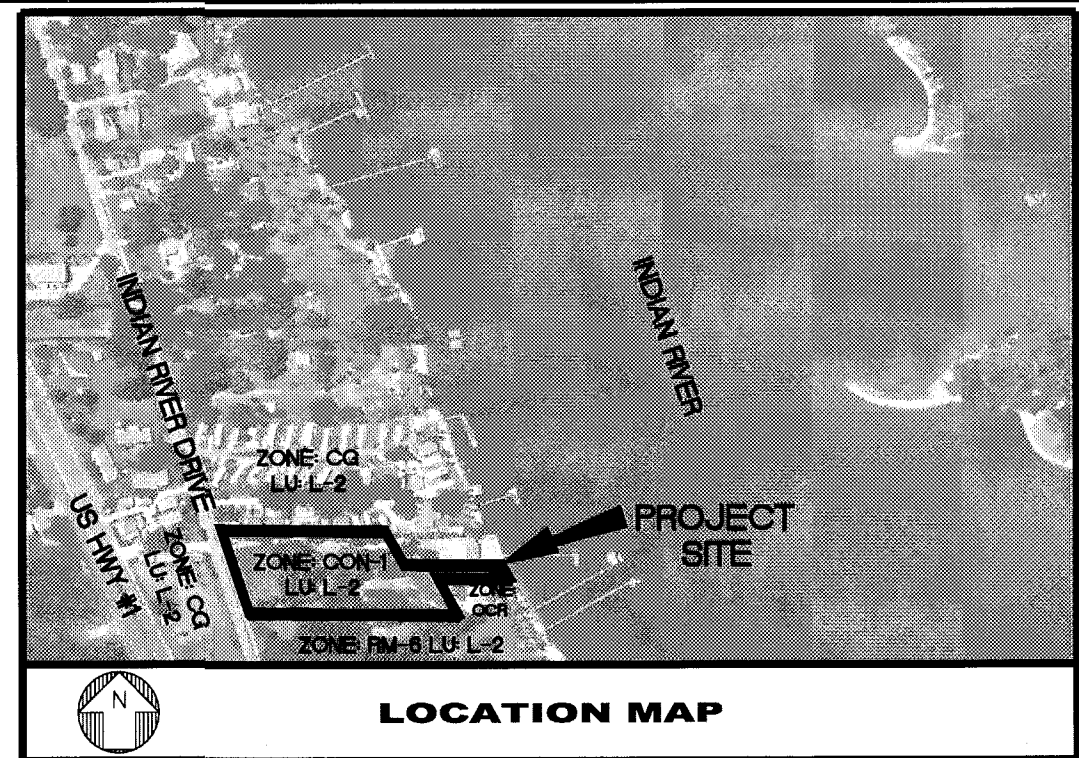
(B) EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS. WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS SHALL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED FIRE HYDRANT DRAINS. SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 26B-02, F.S., AND, IF FEASIBLE, TEN FEET FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER, OR, IF FEASIBLE, FIVE FEET FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER. WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 26B-02, F.S., AND AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED TREATMENT AND DISPOSAL SYSTEM AS DEFINED IN SECTION 381.006(2), F.S., AND RULE 64B-002, F.A.C.

## CONFLICT TABLE

CONFLICT NUMBER	GROUND ELEV.	UPPER PIPE		UPPER PIPE BOTTOM	LOWER PIPE		LOWER PIPE TOP	SEP.
		SIZE	MATERIAL		SIZE	MATERIAL		
1	5.8	2"	EX-FM (PE)	2.6	1.5"	PROP-VM (PVC)	1.1	1.5
2	5.5	2"	EX-FM (PE)	2.3	1.5"	PROP-VM (PVC)	0.8	1.5
3	5.6	1.5"	PROP-VM (PVC)	2.5	2"	PROP-FM(PVC)	1.0	1.5
4	6.5	6"	PROP-VM(PVC)	3.0	4"	PROP-FM(PVC)	1.5	1.5
5	7.2	14"x23"	PROP-STORM (ERC)	4.7	4"	PROP-FM(PVC)	2.0	2.7

SEE INDIAN RIVER COUNTY DEPARTMENT OF UTILITY SERVICES STANDARD DETAIL M-4 FOR UTILITY CROSSING  
DETAILS (SHEET C9)

[illegible]

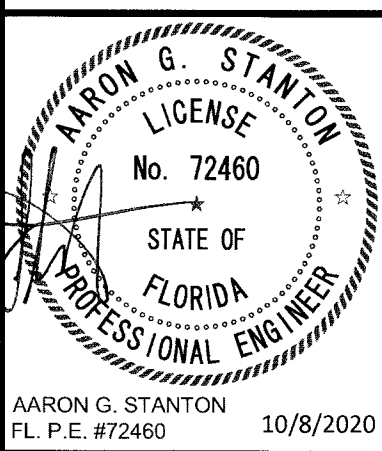
<b>JOB NO.</b>	17-0132
<b>DESIGNED</b>	TH
<b>DRAWN</b>	RT
<b>DATE</b>	JUNE 2017
<b>CHECKED</b>	AGS
<b>DATE ISSUED</b>	10-07-2020

**MBV**  
**ENGINEERING, INC.**  
JOA BOWLES VILLAMIZAR & ASSOCIATES  
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MELBOURNE, FL - PH (321) 333-1510  
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## UTILITY PLAN

# KROEGEL HOMESTEAD CONSERVATION AREA ACCESS IMPROVEMENTS

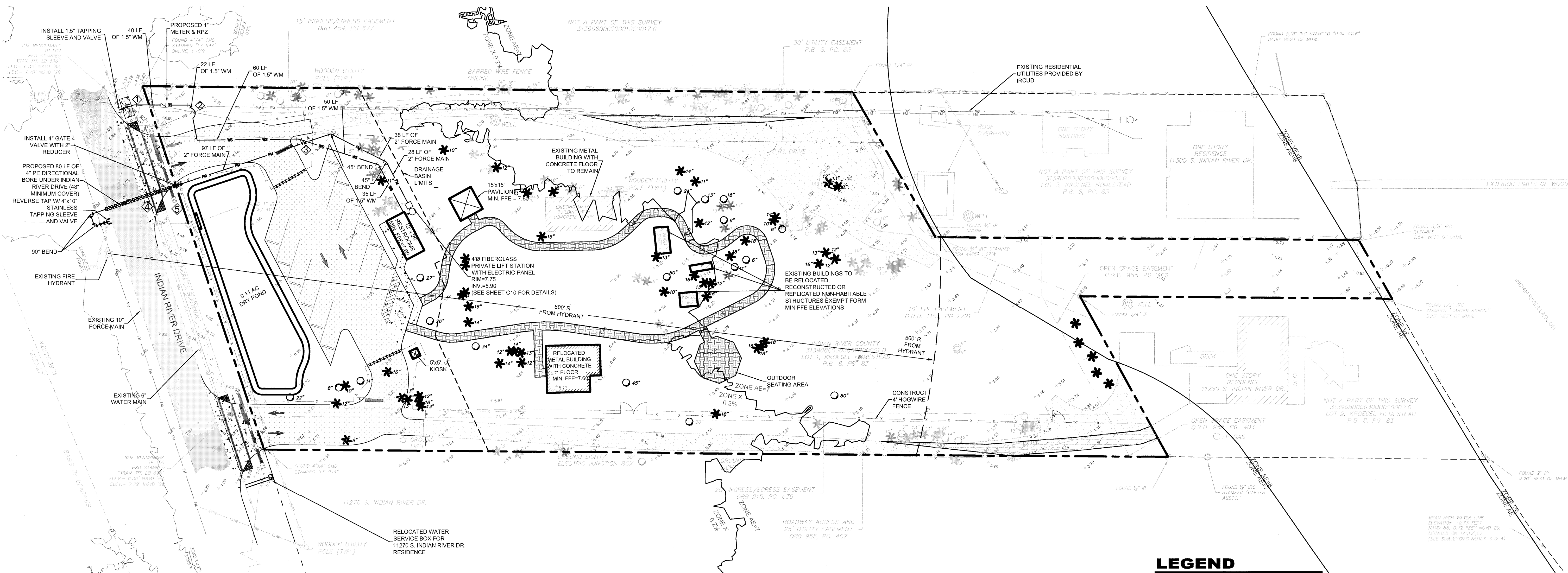
INDIAN RIVER COUNTY



SHEET

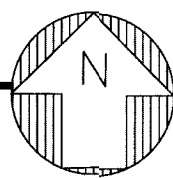
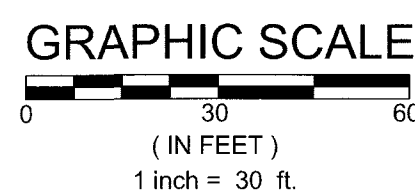
**C5**

17-0132

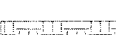







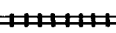


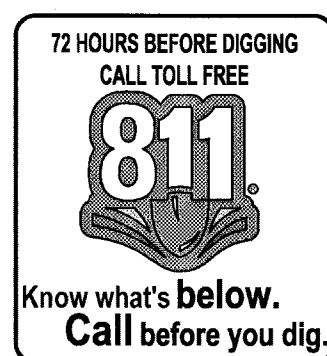
## UTILITY PLAN

SCALE: 1" = 30'



## LEGEND

- |   |                                   |
|---|-----------------------------------|
|  | EXISTING ASPHALT                  |
|  | PROPOSED COQUINA WALKING PATH     |
|  | EXISTING CONCRETE                 |
|  | PROPOSED CONCRETE                 |
|  | PROPOSED ASPHALT MILLINGS         |
|  | EXISTING STABILIZED DRIVE         |
|  | PROPOSED 4' H. HOGWIRE FENCE      |
|  | PROPOSED VEHICULAR GATES          |
|  | PROPOSED DETECTABLE WARNING DOMES |



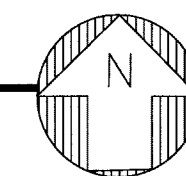


C:\DRAWINGS\2017\17-0132 Kroegel Pool Improvements - IFC Plans & Record Drawings\17-0132 Base.dwg 10/20/2020 4:03

72 HOURS BEFORE DIGGING  
CALL TOLL FREE  
**811**  
Know what's below.  
Call before you dig.

## EROSION CONTROL PLAN

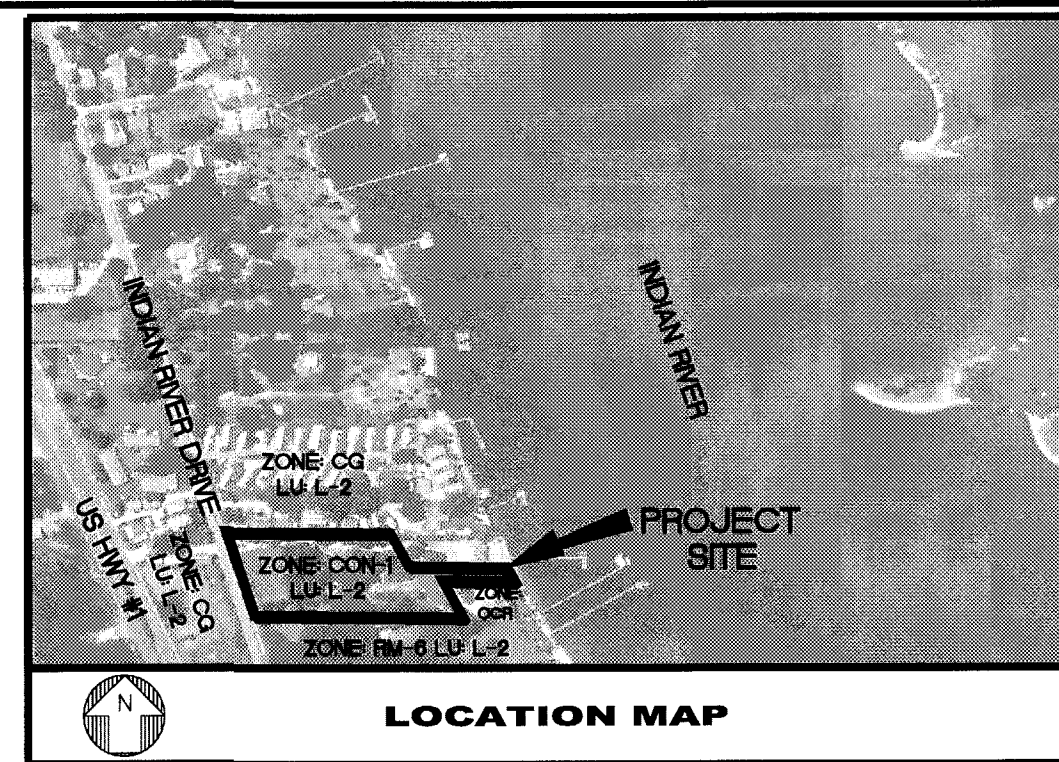
SCALE: 1" = 30'



GRAPHIC SCALE  
(IN FEET)  
1 inch = 30 ft.

### LEGEND

- SILT FENCE
- TREE PROTECTION FENCE
- PROPOSED TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
- INLET PROTECTION
- PROPOSED 4' H. HOGWIRE FENCE
- PROPOSED VEHICULAR GATES



SEE SHEET C7  
FOR EROSION  
CONTROL  
DETAILS

REVISIONS	DATE
8 PER IRC ROW COMMENTS	9-22-2020
7 PER IRC STAFF COMMENTS	5-31-2019
6 PER IRC STAFF COMMENTS	4-30-2019
5 PER IRC COMMENTS	4-11-2019
4 PER IRC COMMENTS	3-15-2018
3 PER IRC COMMENTS	12-7-2018
2 PER IRC COMMENTS	11-19-2018
1 UTILITY CONFLICT TABLE	10-24-2018

JOB NO.	TH	RT	DATE	AGS	DATE ISSUED
17-0132	DESIGNED	DRAWN	JUNE 2017	CHECKED	10-07-2020

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VERO BEACH, FL 33408  
P.O. BOX 1778 34917  
FL 34917

### EROSION CONTROL PLAN

### KROEGEL HOMESTEAD CONSERVATION AREA ACCESS IMPROVEMENTS

INDIAN RIVER COUNTY  
FLORIDA

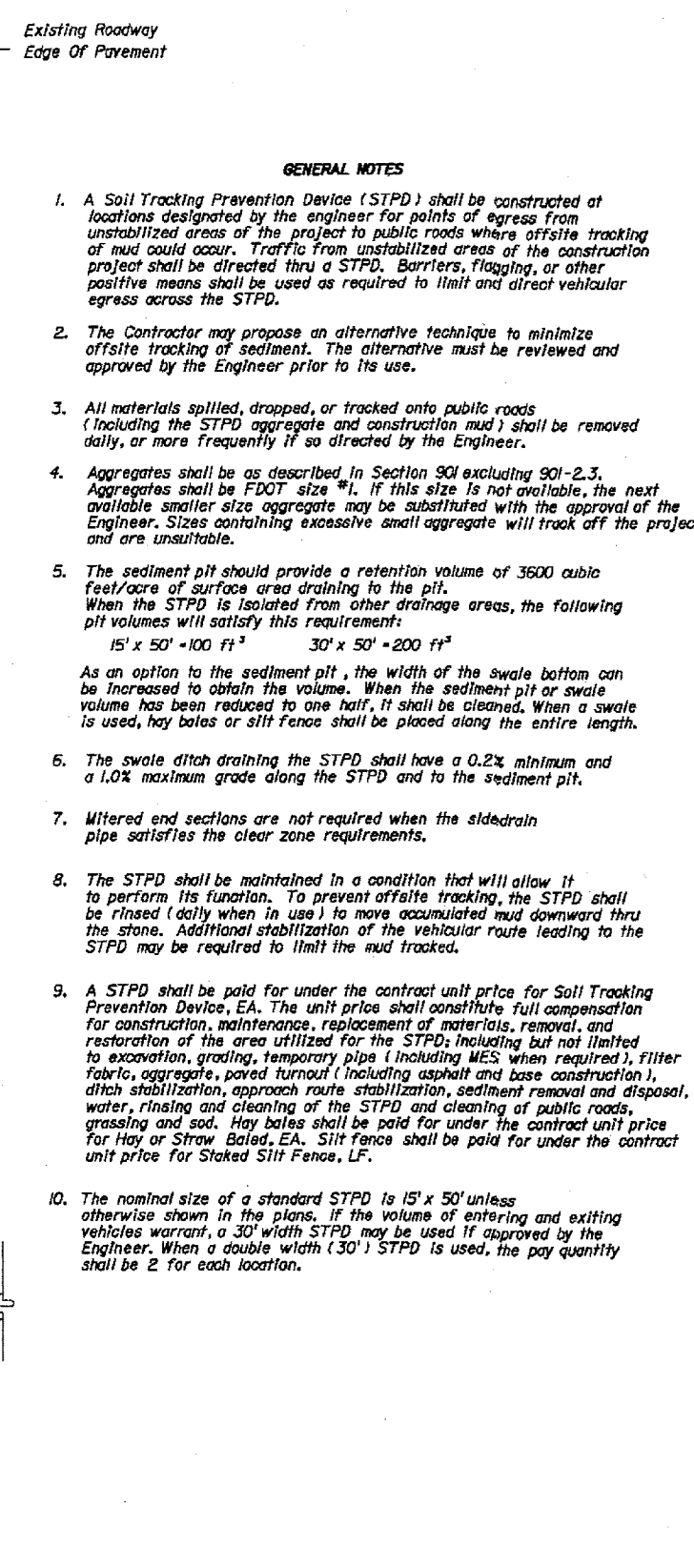
AARON G. STANTON  
LICENSE  
No. 72460  
STATE OF  
FLORIDA  
PROFESSIONAL ENGINEER  
AARON G. STANTON  
FL P.E. #72460 10/8/2020

SHEET

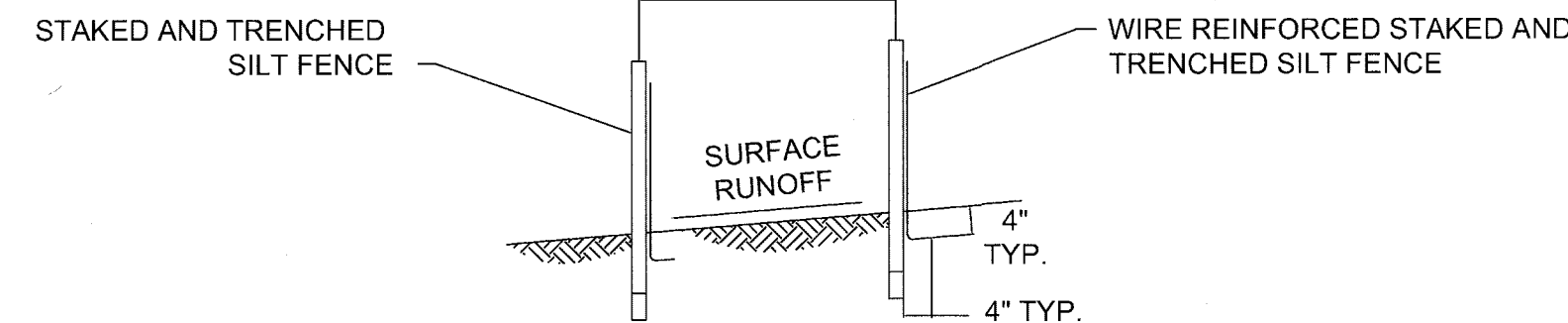
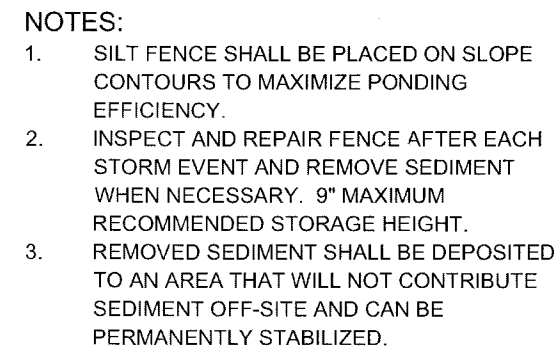
C6

17-0132





## NTS



A schematic diagram showing a rectangular area labeled "STOCKPILE OF ERODIBLE MATERIAL" in the center. This area is enclosed by a thick, textured border representing a "SILT FENCE (TYP.)". A horizontal line passes through the center of the stockpile, with arrows at both ends pointing outwards, labeled "A" at each end, indicating the direction of water flow or runoff.

**TREE PROTECTION NOTES:**

1. ALL TREES RETAINED ON A SITE SHALL BE PROTECTIVELY BARRICADED BEFORE AND DURING CONSTRUCTION ACTIVITIES
2. UNDERGROUND UTILITY LINES SHALL BE ROUTED AROUND EXISTING TREES TO THE OUTSIDE OF THE DRIPLINE WHERE AVAILABLE.
3. INSTALLATION OF FENCES AND WALLS SHALL TAKE INTO CONSIDERATION THE ROOT SYSTEMS OF EXISTING TREES.
4. FENCES/ BARRICADE SHALL BE INSTALLED AT PERIMETER OF ALL TREES OR GROUP OF TREES TO BE PRESERVED. FENCE SHALL BE MAINTAINED DURING CONSTRUCTION.



## NTS

CONSTRUCTION ACTIVITIES CAN RESULT IN THE GENERATION OF SIGNIFICANT AMOUNTS OF POLLUTANTS WHICH MAY REACH SURFACE OR GROUND WATERS. ONE OF THE PRIMARY POLLUTANTS OF SURFACE WATERS IS SEDIMENT DUE TO EROSION. EXCESSIVE QUANTITIES OF SEDIMENT WHICH REACH WATER BODIES OF FLOOD PLAINS HAVE BEEN SHOWN TO ADVERSELY AFFECT THEIR PHYSICAL, BIOLOGICAL AND CHEMICAL PROPERTIES. TRANSPORTED SEDIMENT CAN OBSTRUCT STREAM CHANNELS, REDUCE HYDRAULIC CAPACITY OF FLOOD BODIES OF FLOOD PLAINS, REDUCE THE DESIGN QUALITY OF CULVERTS AND OTHER WORKS, AND ELIMINATE BENTHIC INVERTEBRATES AND FISH SPawning SUBSTRATES BY SILTATION. EXCESSIVE SUSPENDED SEDIMENTS REDUCE LIGHT PENETRATION AND THEREFORE, REDUCE PRIMARY PRODUCTIVITY.

1. SEDIMENT BASIN AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS THE FIRST STEP IN ANY LAND-DISTURBY AND SHALL BE MADE FUNCTIONAL BEFORE UNUSUAL LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXPOSED SEDIMENT MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCKPILES SHALL BE STABILIZED OR PROTECTED WITH SEDIMENT TRAPPING MEASURES. THE APPLICATOR IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL MATERIAL BEING TEMPORARILY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL A GROUND COVER IS ACHIEVED TO THE EXTENT OF THE REVIEWER. IS UNIFORM, MATURING ENOUGH TO SURVIVE AND WILL INHIBIT EROSION.
6. STABILIZATION MEASURES SHALL BE APPLIED TO EARTHEN STRUCTURES SUCH AS DAMS, DIKES AND DIVERSIONS IMMEDIATELY AFTER INSTALLATION.
7. SURFACE RUNOFF FROM DISTURBED AREAS THAT IS COMPRISED OF FLOW FROM DRAINAGE AREAS GREATER THAN OR EQUAL TO THREE ACRES SHALL BE CONTROLLED BY A SEDIMENT TRAPPING DEVICE. RUNOFF FROM BASIN SHALL BE UNCONTROLLED AND CONSTRUCTED TO ACCOMMODATE THE ANTICIPATED SEDIMENT LOADING FROM THE LAND-DISTURBING ACTIVITY. THE OUTFALL DEVICE OF THE SYSTEM SHALL BE DESIGNED TO TAKE INTO ACCOUNT THE TOTAL DRAINAGE AREA FLOWING THROUGH THE DISTURBED AREA TO BE SERVED BY THE BASIN.
8. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
9. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME OR SLOPE DRAIN STRUCTURE.
10. WHENEVER WATER SEEPS FROM A SLOPE FACE, ADEQUATE DRAINAGE OR OTHER PROTECTION SHALL BE PROVIDED.
11. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN SYSTEM, DITCH, OR CHANNEL, AND STORM SEWER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LOADED WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
12. BEFORE TEMPORARY OR NEWLY CONSTRUCTED STORMWATER CONVEYANCE CHANNELS ARE MADE OPERATIONAL, ADEQUATE OUTLET PROTECTION AND ANY REQUIRED TEMPORARY OR PERMANENT CHANNEL LINING SHALL BE INSTALLED IN THE CONVEYANCE CHANNEL AND RECEIVING CHANNEL.
13. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT OF CONVEYANCE TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. NONERODIBLE MATERIAL SHALL BE USED FOR THE CONSTRUCTION OF CAUSEWAYS AND COTTERDAMS. EARTHEN FILL MAY BE USED FOR THESE STRUCTURES IF ARMORED BY NONERODIBLE COVER MATERIALS.
14. WHEN A LIVE WATERCOURSE MUST BE CROSSED BY CONSTRUCTION VEHICLES, A TEMPORARY STREAM CROSSING CONSTRUCTED OF NONERODIBLE MATERIAL SHALL BE PROVIDED.
15. THE BED AND BANKS OF A WATERCOURSE SHALL BE STABILIZED IMMEDIATELY AFTER WORK IN THE WATERCOURSE IS COMPLETED.
16. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
17. UNDERGROUND UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING STANDARDS IN ADDITION TO OTHER APPLICABLE CRITERIA:
  - A. NO MORE THAN 500 LINEAR FEET OF TRENCH MAY BE OPENED AT ONE TIME.
  - B. EXCAVATED MATERIAL SHALL BE PLACED ON THE UPHILL SIDE OF TRENCHES.
  - C. EFFLUENT FROM DEWATERING OPERATIONS SHALL BE FILTERED OR TRAPPED BY AN APPROVED SEDIMENT TRAPPING DEVICE, OR BOTH, AND DISCHARGED IN A MANNER THAT DOES NOT ADVERSELY AFFECT FLOWING STREAMS OR OFF-SITE PROPERTY.
  - D. REBASTALIZATION SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THESE REGULATIONS.
18. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO TRAP SEDIMENT. THE TRAFFIC ROUTE SHALL BE KEPT ON THE PAVED SURFACE, WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND-DISTURBING ACTIVITIES.
19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER OPINION OF THE REVIEWER. DISTURBED SOIL AREAS RESULTING FROM THE DISPOSITION OF TEMPORARY MEASURES SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION AND SEDIMENTATION.
20. PROPERTIES AND WAKEWAYS DOWNSTREAM FROM CONSTRUCTION SITE SHALL BE PROTECTED FROM SEDIMENT DISPOSITION AND EROSION.
21. PHASED PROJECTS SHOULD BE CLEARED IN CONJUNCTION WITH CONSTRUCTION OF EACH PHASE.
22. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NOS. 104 AND 105 OF FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS.
23. THE REVIEWER MAY APPROVE MODIFICATIONS OR ALTER PLANS TO THESE EROSION CONTROL CRITERIA DUE TO SITE SPECIFIC CONDITIONS.

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	<b>JOB NO.</b> <b>DESIGNED</b> <b>DRAWN</b> <b>DATE</b>	17-0132 TH RT JUNE 2017				
	<b>DATE ISSUED</b>	10-07-2020				
	<b>REVISIONS</b>					
	1. UTILITY CONFLICT TABLE	AGS				
	2. PER RCBUS COMMENTS	11-18-2018				
	3. PER RCBUS COMMENTS	12-7-2018				
	4. PER RCBUS COMMENTS	3-15-2018				
	5. PER RCBUS COMMENTS	3-15-2018				
	6. PER CL STAFF COMMENTS	4-30-2019				
7. PER RCBUS COMMENTS	5-31-2019					
8. PER RCBUS COMMENTS	9-22-2020					













Planting Notes

Common Name	Scientific name	Size	Spacing	#Plants
<b>Parking Buffer &amp; RVOS</b>				
<b>Directly Abutting Parking Area</b>				
Live Oak	<i>Quercus virginiana</i>	12"	15' o.c.	3
Gumbo Limbo	<i>Bursera simaruba</i>	12"	15' o.c.	2
Southern Magnolia	<i>Magnolia grandiflora</i>	12"	15' o.c.	1
Fiddlewood	<i>Citharexylum spinosum</i>	6"	8' o.c.	6
Saw Palmetto	<i>Serenoa repens</i>	18"	8' o.c.	6
Beautyberry	<i>Callicarpa americana</i>	18"	8' o.c.	6
<b>Along Indian River Drive</b>				
Live Oak	<i>Quercus virginiana</i>	12"	Per Plan	2
Gumbo Limbo	<i>Bursera simaruba</i>	12"	Per Plan	2
Southern Magnolia	<i>Magnolia grandiflora</i>	12"	Per Plan	2
Fiddlewood	<i>Citharexylum spinosum</i>	6"	Per Plan	4
Simpson's Stopper	<i>Myrcianthes fragrans</i>	6"	Per Plan	3
Saw Palmetto	<i>Serenoa repens</i>	18"	8' o.c.	25
Beautyberry	<i>Callicarpa americana</i>	18"	8' o.c.	15
Firebush	<i>Hamelia patens</i>	18"	4' o.c.	20
Sea Grape	<i>Coccoloba uvifera</i>	18"	6' o.c.	15
<b>Perimeter Buffer (South)</b>				
Sea Grape	<i>Coccoloba uvifera</i>	18"	6' o.c.	20
<b>Restroom Planting</b>				
Firebush	<i>Hamelia patens</i>	18"	4' o.c.	5
Simpson's Stopper	<i>Myrcianthes fragrans</i>	18"	4' o.c.	5
Wild Coffee	<i>Psychotria nervosa</i>	18"	4' o.c.	5

Minimum Plant Material Size Requirements

CANOPY TREES SHALL BE A MINIMUM OF 12' TALL WITH A 2" MINIMUM CALIPER  
UNDERSTORY TREES SHALL BE A MINIMUM OF 6' TALL WITH A 1" MINIMUM CALIPER  
SHRUBS SHALL BE A MINIMUM OF 18" TALL AT TIME OF PLANTING

Vehicular Open Space Tree Calculation

12% OF THE TOTAL PAVED/ STABILIZED AREA SHALL BE PROVIDED WITH INTERIOR LANDSCAPE

TOTAL IMPERVIOUS PARKING AREA = 12,563 SF  
12% OF 12,563 SF = 1,507.6 SF  
CODE REQUIRES PLANTING 1 TREE/ 300 SF OF 1,507.6 SF = 5 TREES

Non Vehicular Open Space Tree Calculation

BASIN 1 TOTAL AREA = 29,435 SF  
BASIN 1 TOTAL IMPERVIOUS AREA = 13,002 SF  
BASIN 1 TOTAL OPEN SPACE = 16,433 SF  
- GREEN AREA WITHIN EASEMENTS = 4,166 SF  
- INDIAN RIVER DRIVE GREEN AREA = 1,343 SF  
NON VEHICULAR OPEN SPACE = 10,924 SF / 1000 = 10.9 - 11 TREES

Adjacent ROW Calculation

THE LANDSCAPE BUFFER IS 20 FT ADJACENT TO A LOCAL OR THOROUGHFARE ROAD (R BLVD).  
PER SECTION 926.09(1)(a):  
ADJACENT BUFFER LENGTH = 140 FT  
REQUIRED CANOPY TREES = 4 x (140FT/100FT) = 5.84 - 6 TREES  
REQUIRED UNDERSTORY TREES = 5 x (140FT/100FT) = 7.3 - 7 TREES  
REQUIRED SHRUBS = 50 x (140FT/100FT) = 73 SHRUBS  
ALONG INDIAN RIVER DR.  
PROPOSED CANOPY TREES = 6 TREES  
PROPOSED UNDERSTORY TREES = 7 TREES  
PROPOSED SHRUBS = 75 SHRUBS

Perimeter Buffer Standards

THE NORTHERN BOUNDARY OF THE SITE CONTAINS A 6' PRIVACY FENCE ALONG THE ENTIRE LENGTH OF THE PROJECT. THERE IS AN ACCESS EASEMENT FOR A PRIVATE HOME THAT PARALLELS THE SOUTHERN BOUNDARY OF THE SITE. THE PROJECT IMPROVEMENTS INCLUDE PLANTING A HEDGE OF SEA GRAPE ALONG THE 115' PORTION OF THE BOUNDARY EXTENDING FROM INDIAN RIVER DRIVE TO THE LIMIT OF NEW CONSTRUCTION. THERE IS EXISTING VEGETATION ALONG PORTIONS OF THE SOUTHERN BOUNDARY, THEREFORE, THE SEA GRAPE HEDGE WILL AUGMENT THE EXISTING BUFFER.

Indian River Drive Shrub Planting

SHRUBS ALONG INDIAN RIVER DRIVE SHALL BE PLANTED IN AN OFFSET DOUBLE ROW. SEE SHEET C12 - SHRUB / GROUND COVER PLANTING DETAIL FOR REQUIRED MATERIAL LAYOUT

Landscape Point System

100% OF LANDSCAPE AREA IS PRESERVED OR RE-ESTABLISHED FLORIDA NATIVE VEGETATION = 30 POINTS.

Tree Preservation Credits for Basin 1

TREES PRESENTED ARE LIVE OAK, WITH THE EXCEPTION OF CABBAGE PALMS (AS DENOTED).

Diameter at Breast Height (dbh)	# Trees	Tree Credit	Subtotal
>20"	3	8	24
13-19"	0	6	0
7-12"	2	4	8
3-6"	0	2	0
2" or more	0	1	0
Cabbage Palms > 10"	44	n/a	n/a
Total			32

CALCULATED TREE CREDITS REQUIRED = 44 CREDITS OR 22 TREES @ 12' TALL W/ MIN. CROWN OF 14' (2 CREDITS EA.)

TREE PRESERVATION CREDITS = 32

REQUIRED TREE CREDITS = 12

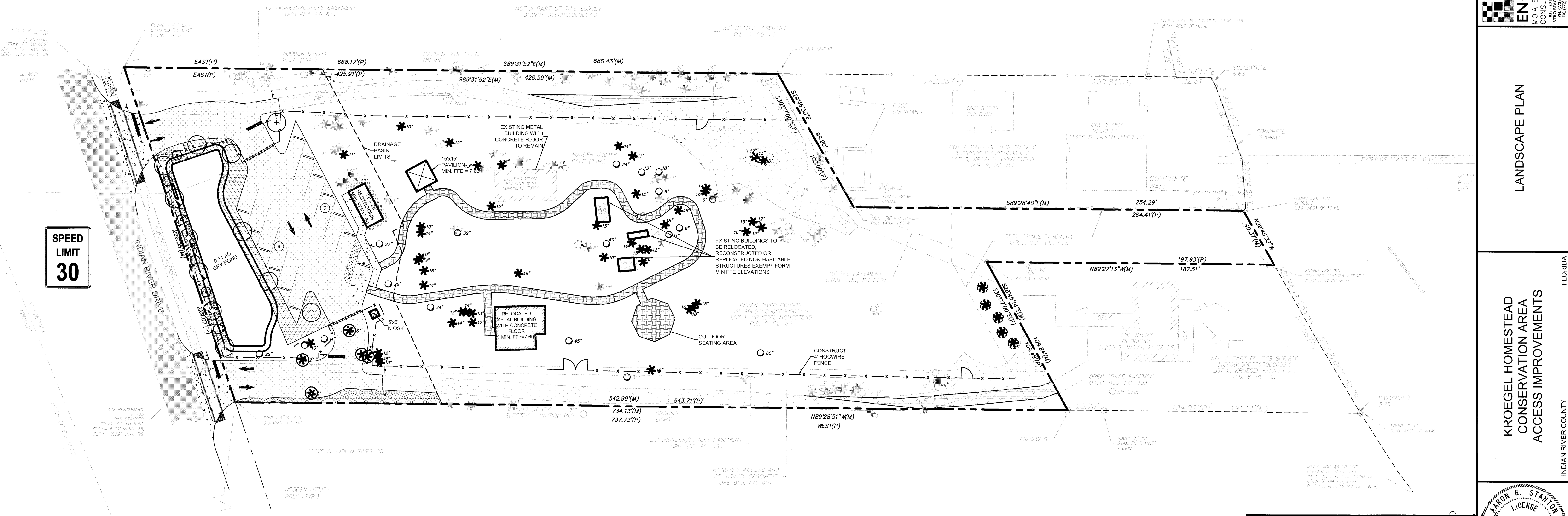
PROPOSED TREE CREDITS = 24

LEGEND

- EXISTING ASPHALT
- PROPOSED COQUINA WALKING PATH
- EXISTING CONCRETE
- PROPOSED CONCRETE
- PROPOSED ASPHALT MILLINGS
- EXISTING STABILIZED DRIVE
- PROPOSED STABILIZED DRIVE
- PROPOSED COCOPLUM - STAGGERED DOUBLE ROW ALONG INDIAN RIVER DRIVE
- PROPOSED PLANTINGS DIRECTLY ABUTTING PARKING AREA
- SEA GRAPE PLANTING AREA ALONG SOUTHERN PERIMETER BUFFER
- RESTROOM PLANTINGS (NOT REQUIRED PER IRC CODE)
- PROPOSED 4" HOGWIRE FENCE
- PROPOSED VEHICULAR GATES
- PROPOSED DETECTABLE WARNING DOMES
- EXISTING OAK TREE TO REMAIN AND CREDITED
- EXISTING PALM TREE TO REMAIN AND CREDITED
- EXISTING PALM TREE TO BE RELOCATED
- RELOCATED EXISTING PALM TREE
- EXISTING OAK TREE TO REMAIN AND NOT CREDITED
- EXISTING PALM TREE TO REMAIN AND NOT CREDITED
- PROPOSED LIVE OAK CANOPY TREE
- PROPOSED GUMBO LIMBO CANOPY TREE
- PROPOSED SOUTHERN MAGNOLIA CANOPY TREE
- PROPOSED SIMPSON'S STOPPER UNDERSTORY TREE
- PROPOSED FIDDLEWOOD UNDERSTORY TREE

IRRIGATION SOURCE

TEMPORARY IRRIGATION SYSTEM CONSISTENT WITH SECTION 926.11(2)(a)2, DESIGNED TO RE-ESTABLISH NATIVE VEGETATION IN THE MAIN AREA OF DEVELOPMENT UNTIL THE LANDSCAPE MATERIAL IS FIRMLY ESTABLISHED. TEMPORARY IRRIGATION SHALL BE PROVIDED BY A BLACK HOSE ABOVE GROUND SOAKER OR A DRIP SYSTEM SUPPLIED BY A HOSE BIB FROM A RE-FILLABLE TANK OR WATER TRUCK.



LANDSCAPE PLAN

SCALE: 1" = 30'

GRAPHIC SCALE

0 30 60  
(IN FEET)  
1 inch = 30 ft.

DATE	REVISIONS
10-07-2020	10-07-2020
11-15-2018	11-15-2018
12-7-2018	12-7-2018
3-15-2018	3-15-2018
4-11-2019	4-11-2019
5-31-2019	5-31-2019
9-22-2020	9-22-2020

JOB NO.	DESIGNED	DRAWN	DATE	CHECKED	DATE ISSUED
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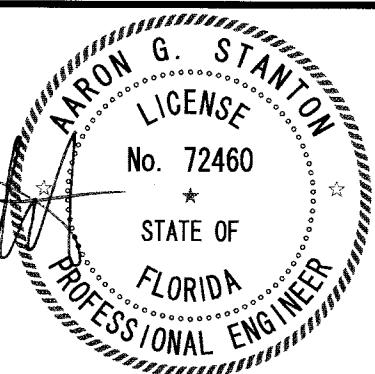
**MBV**  
ENGINEERING INC.  
MOA BOWLES VILLAMIZAR & ASSOCIATES  
CONSULTING ENGINEERING CA #3728  
1831 20TH STREET  
MIAMI, FL 33136  
TEL: (772) 554-0333  
FAX: (772) 778-8817

LANDSCAPE PLAN

KROEGEL HOMESTEAD  
CONSERVATION AREA  
ACCESS IMPROVEMENTS

FLORIDA

INDIAN RIVER COUNTY

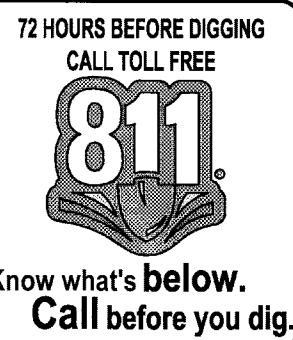


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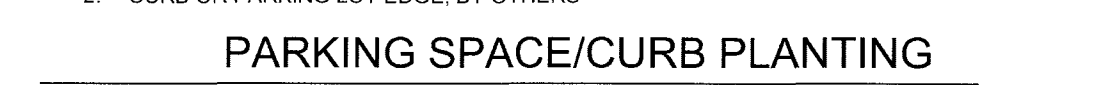
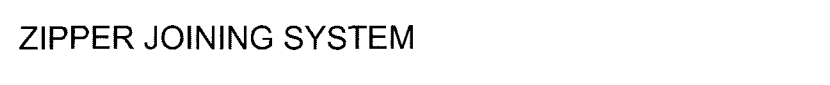
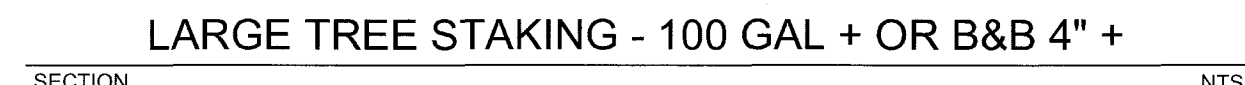
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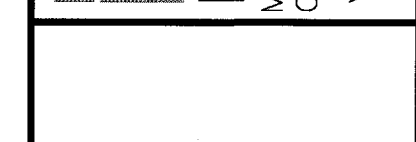
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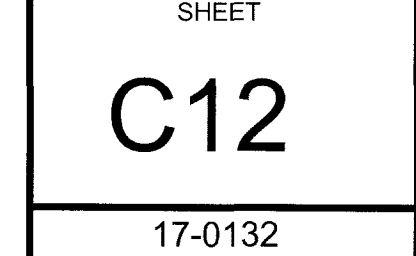




JOB NO.	17-0132
DESIGNED	TH
DRAWN	RT
DATE	JUNE 2017
CHECKED	AGS
DATE ISSUED	10-07-2020



KROEGEL HOMESTEAD  
CONSERVATION AREA  
ACCESS IMPROVEMENTS



17-0132



GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT; EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPE AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS (\$100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR SHRUBS OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER, UPON SAMPLES' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.
- | MATERIAL        | SAMPLE SIZE                                |
|-----------------|--|
| MULCH           | ONE (1) CUBIC FOOT                         |
| TOPSOIL MIX     | ONE (1) CUBIC FOOT                         |
| PLANT MATERIALS | (1) OF EACH VARIETY (OR TAGGED IN NURSERY) |
2. PLANT MATERIALS
- a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER, WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.
- b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
- c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION AND DEFECTS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW.
2. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSON, BRUSH, WEEDS AND OTHER LITTER, AND OTHER LITTER, STUBS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
3. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER.
4. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT ENGINEER TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.
5. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

F. WATER

IRRIGATION SYSTEM DESIGN

ALL LANDSCAPE PLANS SHALL CONTAIN A CERTIFICATION THAT THE IRRIGATION SYSTEM SHALL BE DESIGNED TO CONFORM TO THE REQUIREMENTS OF THIS SECTION AND THE RESTRICTIONS ON IRRIGATION USE AS SPECIFIED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

LANDSCAPE DEMAND

1. IRRIGATION OF EXISTING AND UNDISTURBED VEGETATION SHALL NOT BE REQUIRED.
2. IRRIGATION OF REESTABLISHED NATIVE VEGETATIVE COMMUNITIES SHALL BE REQUIRED FOR A MINIMUM OF ONE YEAR AFTER INITIAL INSTALLATION. ONCE THE LANDSCAPE MATERIALS HAVE BEEN FIRMLY ESTABLISHED, THE IRRIGATION SYSTEM MUST BE ABANDONED.
3. CULTIVATED LANDSCAPE AREAS SHALL BE WATERED WITH AN UNDERGROUND IRRIGATION SYSTEM DESIGNED TO PROVIDE ONE HUNDRED (100) PERCENT COVERAGE ON A DAY WHEN WINDS ARE NO MORE THAN FIVE (5) MILES AN HOUR. CULTIVATED LANDSCAPE AREAS SHALL INCLUDE ALL AREAS NOT DESCRIBED IN PARAGRAPHS 1. AND 2. ABOVE.

SYSTEM DESIGN

IRRIGATION SYSTEMS SHALL BE DESIGNED, CONSTRUCTED, AND PERMITTED TO INCLUDE:

1. AUTOMATIC IRRIGATION CONTROLLERS, WHEN UTILIZED, SHALL CONTAIN A FUNCTIONAL RAIN SENSOR DEVICE, CAPABLE OF BEING SET TO ONE MINUTE RUN TIMES, AND BATTERY BACKUP CAPABILITY TO RETAIN PROGRAMMING IN THE EVENT OF A POWER FAILURE;
2. A RAIN SENSOR PLACED ON A STATIONARY STRUCTURE, FREE AND CLEAR OF ANY OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF THE SPRINKLER COVERAGE;
3. EQUIPMENT WITH CHECK VALVES USED IN LOW-LYING AREAS TO PREVENT LOW HEAD DRAINAGE;
4. BACKFLOW PREVENTION METHODS;
5. IRRIGATION DESIGN WITH THE APPROPRIATE UNIFORMITY FOR THE TYPE OF PLANT BEING GROWN AND FOR THE TYPE OF SOIL;
6. IRRIGATION SYSTEM EQUIPMENT INSTALLED AS DESIGNED;
7. IRRIGATION ZONES DIVIDED ACCORDING TO: AVAILABLE FLOW RATE, VEGETATED GROUPINGS (I.E., TURF, SHRUBS, NATIVE PLANTS, ETC.), SPRINKLER TYPES (I.E., SPRINKLERS WITH MATCHING PRECIPITATION RATES), AND SOIL CHARACTERISTICS;
8. SPRAY HEADS AND ROTORS NOT MIXED IN SAME ZONE;
9. DISTRIBUTION EQUIPMENT IN A GIVEN ZONE HAVING MATCHED PRECIPITATION RATES;
10. APPLICATION RATES THAT AVOID RUNOFF AND PERMIT UNIFORM WATER INFILTRATION INTO THE SOIL, CONSIDERING LANDSLOPE, SOIL HYDRAULIC PROPERTIES, VEGETATIVE GROUND COVER, AND PREVAILING WINDS;
11. A MINIMUM SEPARATION OF FOUR (4) INCHES BETWEEN DISTRIBUTION EQUIPMENT AND PAVEMENT;
12. A MINIMUM SEPARATION OF TWELVE (12) INCHES BETWEEN DISTRIBUTION EQUIPMENT AND BUILDINGS AND OTHER VERTICAL STRUCTURES;
13. NO DIRECT SPRAY ONTO WALKWAYS, BUILDINGS, ROADWAYS, AND DRIVES;
14. LAWN SPRAY PATTERNS PROVIDING HEAD TO HEAD COVERAGE;
15. WATER CONVEYANCE SYSTEMS WITH A FLOW VELOCITY OF FIVE (5) FEET PER SECOND OR LESS;
16. PIPELINES DESIGNED TO PROVIDE THE SYSTEM WITH THE APPROPRIATE PRESSURE REQUIRED FOR MAXIMUM IRRIGATION UNIFORMITY;
17. PRESSURE REGULATING HEADS; AND
18. A MAINTENANCE CHECKLIST PROVIDED TO THE PROPERTY OWNER BY THE IRRIGATION CONTRACTOR ACCOMPANIED BY A RECOMMENDED MAINTENANCE SCHEDULE, PROPER IRRIGATION SYSTEM SETTINGS ACCORDING TO SEASON, RECOMMENDATIONS FOR CHECKING RAIN SENSOR DEVICE, FILTER CLEANING RECOMMENDATIONS AND INFORMATION ON THE CURRENT WATER RESTRICTIONS.

SYSTEM LAYOUT AND NATIVE VEGETATION RETENTION

IRRIGATION SYSTEMS SHALL COMPLY WITH THE FOLLOWING REQUIREMENTS:

1. A HIGH VOLUME IRRIGATION AREA SHALL NOT EXCEED FIFTY (50) PERCENT OF THE LANDSCAPED AREA. LOW OR MEDIUM VOLUME IRRIGATION AREAS MAY BE UTILIZED IN LIEU OF ANY HIGH VOLUME IRRIGATION AREA.
2. A MEDIUM VOLUME IRRIGATION AREA SHALL NOT EXCEED TWENTY-FIVE (25) PERCENT OF THE LANDSCAPED AREA. HOWEVER, THE LANDSCAPED AREA MAY CONTAIN UP TO SEVENTY-FIVE (75) PERCENT MEDIUM VOLUME IRRIGATION AREA, IF NO HIGH VOLUME IRRIGATION AREA IS UTILIZED ON SITE.
3. A LOW VOLUME IRRIGATION AREA MAY BE UTILIZED FOR AN ENTIRE LANDSCAPED AREA WITH THE EXCEPTION OF NATIVE VEGETATION AREAS REGULATED BY SUBSECTION 926.11(2)(B)(4).
4. IN THE ALTERNATIVE TO SUBSECTION 926.11(2)(B)(1) THROUGH (3) ABOVE, IF TWENTY-FIVE (25) PERCENT OF THE PRE-EXISTING NATIVE VEGETATION IS RETAINED ON SITE, THE REMAINING SEVENTY-FIVE (75) PERCENT OF THE LANDSCAPED AREA MAY BE A HIGH VOLUME IRRIGATION AREA, FOR ALL PRE-EXISTING NATIVE VEGETATION RETAINED ON A PARCEL:
- a. NO SUPPLEMENTAL WATER SHALL BE APPLIED TO THE NATIVE VEGETATION AREA;
- b. ONLY HAND PRUNING OF NATIVE VEGETATION IS ALLOWED;
- c. MECHANICAL MOWING OR CLEARING IS PROHIBITED.

SYSTEM OPERATION FLOWS

SYSTEMS SHALL DISPENSE NO MORE THAN:

1. ONE INCH OF WATER PER WEEK FOR HIGH VOLUME IRRIGATION AREAS;
2. ONE-HALF INCH OF WATER PER WEEK FOR MEDIUM VOLUME IRRIGATION AREAS;
3. ONE-QUARTER INCH OF WATER PER WEEK FOR LOW VOLUME IRRIGATION AREAS.

IRRIGATION SYSTEM OPERATION AND MAINTENANCE

SYSTEMS SHALL BE OPERATED AND MAINTAINED ACCORDING TO THE GREEN INDUSTRIES BEST MANAGEMENT PRACTICES FOR PROTECTION OF WATER RESOURCES IN FLORIDA (DEP 2002) (OR FOR HOMEOWNERS) THE FLORIDA YARDS AND NEIGHBORHOOD PROGRAM.

1. IRRIGATION SYSTEMS SHALL BE OPERATED PROPERLY AND IN COMPLIANCE WITH THIS SECTION.
2. ALL AUTOMATIC CONTROLLERS SHALL BE PROGRAMMED TO THE APPROPRIATE LEVEL OF WATER CONSERVATION SET FORTH IN THIS SECTION.
3. IRRIGATION SYSTEMS SHALL BE MAINTAINED TO MEET THE REQUIREMENTS OF THIS SECTION.

SOURCES OF IRRIGATION WATER

1. RECLAIMED OR OTHER NON-POTABLE WATER SOURCE SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS FOR SUBSECTION 918.04(3) IN ORDER TO SUPPLEMENT THE RETENTION SYSTEM. PROPERTY OWNERS MAY UTILIZE WELLS WHEN THE COUNTY SYSTEM CANNOT MEET THEIR NEEDS, WHEN THE WATER SUPPLY FOR THE IRRIGATION SYSTEM IS FROM A WELL, A CONSTANT PRESSURE FLOW CONTROL DEVICE OR PRESSURE TANK WITH ADEQUATE CAPACITY SHALL BE REQUIRED TO MINIMIZE PUMP CYCLING.
2. ALL NEW LANDSCAPE IRRIGATION SYSTEMS SHALL BE REQUIRED AND ALL EXISTING IRRIGATION SYSTEMS SHALL BE ENCOURAGED TO CONNECT TO WASTEWATER EFFLUENT LINES WHEN DETERMINED TO BE AVAILABLE. THE REUSE OF WASTEWATER EFFLUENT IN SUCH CASES SHALL BE REQUIRED.
3. ALL NEW LANDSCAPE IRRIGATION SYSTEMS SHALL BE DESIGNED FOR ULTIMATE CONNECTION TO PROPOSED WASTEWATER EFFLUENT LINES.
4. DEVELOPMENTS WITH WET RETENTION/DETENTION AREAS ARE REQUIRED TO USE THIS WATER TO MEET PROJECT IRRIGATION NEEDS OR JUSTIFY WHY THIS WATER CANNOT BE USED AS AN IRRIGATION SOURCE.
5. ALL NEW DEVELOPMENT PROJECTS SHALL USE EFFLUENT RE-USE WATER, WATER FROM PROJECT RETENTION PONDS, OR OTHER SOURCE REQUIRED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, INSTEAD OF WATER FROM WELLS, AS THE PRIMARY SOURCE OF IRRIGATION. WATER FROM A WELL MAY BE USED AS A SUPPLEMENTAL SOURCE OF IRRIGATION WATER FOR THE PROJECT, SUBJECT TO APPROVAL OF THE ST. JOHNS WATER MANAGEMENT DISTRICT. USE OF AN IRRIGATION WELL AS THE PRIMARY SOURCE OF IRRIGATION FOR A PROJECT MAY BE APPROVED BY A JOINT DECISION OF THE COUNTY UTILITY SERVICES DIRECTOR, PUBLIC WORKS DIRECTOR, AND THE COMMUNITY DEVELOPMENT DIRECTOR WHEN IT IS DETERMINED THAT THERE IS NO ADEQUATE AVAILABLE PRIMARY SOURCE OF IRRIGATION FROM EFFLUENT RE-USE WATER OR FROM A RETENTION POND SIZED TO MEET APPLICABLE STORMWATER MANAGEMENT REQUIREMENTS.

CONFORMANCE

PRIOR TO OR AT THE TIME A SITE INSPECTION IS REQUESTED FOR A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLETION, WHICHEVER IS APPLICABLE, THE IRRIGATION INSTALLER SHALL SUBMIT TO PLANNING DIVISION STAFF A WRITTEN CERTIFICATION THAT ALL IRRIGATION REQUIREMENTS OF THIS SECTION HAVE BEEN SATISFIED AND THAT THE SYSTEM IS SET TO OPERATE IN CONFORMANCE WITH THIS SECTION AND THE RESTRICTIONS ON IRRIGATION USE AS SPECIFIED BY THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

\*WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PHYSICAL AND CHEMICAL PROPERTIES. FERTILIZER SHALL BE APPLIED EITHER NATURALLY-DERIVED, APPLICATION IS TO BE IN ACCORDANCE WITH FLORIDA GREEN INDUSTRIES BEST MANAGEMENT PRACTICES.

\*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 3 INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). SEE PLANT LIST FOR TYPE OF MATERIAL ("FLORIMULCH," EUCALYPTUS MULCH, OR PINE STRAW) AND GRADE.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTI-TRANSPARENT PRODUCT ("WILTPROF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED PLANTS (8&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.
3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.
4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.
5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.
4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WLD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE ENGINEER OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS, SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE ENGINEER SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.
3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMESTONE AND LIMESTONE SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMESTONE OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTING AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
5. GENERAL COMPLIANCE WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE UPON ARRIVAL AT THE SITE. PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED TO PREVENT DRYING AND DAMAGE TO PLANTS.
6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMING).
11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK A MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
13. PRUNING: PRUNE ALL BRANCHES, BUDS, AND TWIGS OF BALLS, AND REMOVE ANY OTHERS OF THE OWNER'S REPRESENTATIVE. TO PRESERVE THE NATURAL CHARACTER OF THE PLANT, ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6". REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" OF THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE ENGINEER IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE ENGINEER IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.
17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY).

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SODDING:
- a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.
- b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE 3 INCH WOUNDS, FUNGUS INSECTS AND DISEASES OF ANY KIND.
- c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 14 INCH STOKED GRASS STRIP SHALL BE PREPARED. REFER TO DETAILS FOLLOWING. SODDING: THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE:
- a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL GROUDED, SUNKEN OR BARE SPOTS (LESS THAN 12" DIAMETER) THAT MAY OCCUR. A CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE, REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING RE-GRADING IF NECESSARY).
- b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM THIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR A PERIOD OF 90 CALENDAR DAYS COMMENCING AFTER ACCEPTANCE.

S. MAINTENANCE (ALTERNATE BID ITEM)

CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE FOR MAINTENANCE FOLLOWING THE INITIAL 90-DAY MAINTENANCE PERIOD ON A COST-PER-MONTH BASIS.

T. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE ENGINEER OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

U. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL 7 GALLON AND LARGER PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING". AT NO ADDITIONAL COST TO THE OWNER, WARRANTY IS TO EXCLUDE DAMAGE CAUSED BY FLOODS, LIGHTNING STRIKES, FREEZING, WINDS OVER 45 MPH, FIRE, VANDALISM, HERBIVORE ANIMALS, DISEASE, INSECTS, WATER RESTRICTIONS, GOVERNMENT ACTIONS OR ACTS OF NEGLIGENCE BY THE OWNER OR OTHERS.
4. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE (AND IRRIGATION) MAINTENANCE, THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

V. SUBMITTALS

1. FOR ALL LANDSCAPE INSTALLATIONS, THE CONTRACTOR SHALL SUBMIT PRODUCT DATA IN THE FORM OF MANUFACTURERS' CUT SHEETS AND CATALOG DATA FOR ALL PRODUCTS, MATERIAL AND EQUIPMENT CLEARLY INDICATING THE SPECIFIC PART OR PRODUCT CATALOG NUMBER(S) FOR APPROVAL AND SUBMIT A MATERIALS LIST INDICATING ALL PLANT SPECIES, QUALITY AND SIZE.
2. SUBMIT 6 COPIES OF REQUESTED INFORMATION, NEATLY BOUND AND INDEXED PER CATEGORY.
3. THE CONTRACTOR SHALL SUBMIT A LANDSCAPE COORDINATION DRAWING, INDICATING CONTRACTOR'S PROPOSED LOCATION OF TREES, SHRUBS, GROUNDCOVERS AND MULCH. THIS DRAWING SHOULD BE PREPARED ON A COPY OF THE LANDSCAPE PLAN PROVIDED IN THESE DRAWINGS AND SHALL CLEARLY DEPICT ADJUSTMENTS OR CHANGES THE CONTRACTOR PROPOSES TO THE PLANT SPECIES, SIZE OR LOCATION. THE DRAWINGS SHALL INDICATE ALL PROPOSED SUBSTITUTIONS OF SIZE, AND/OR MATERIAL.
4. ALLOW TWO WEEKS FOR THE ENGINEER TO COMPLETE REVIEW AND APPROVAL OF PRODUCT DATA, AND COORDINATION OF DRAWINGS. ENGINEER WILL NOT BE RESPONSIBLE FOR PROJECT DELAYS RELATED TO DELIVERY AND TRANSMISSION OF THE INFORMATION AND DOCUMENTATION ONCE INFORMATION HAS LEFT ENGINEER'S OFFICE. ITEMS REQUIRING A LONG LEAD TIME SHOULD BE SUBMITTED AS SOON AS POSSIBLE.
5. WARRANTY: CONTRACTOR SHALL SUBMIT A WARRANTY LETTER TO OWNER, INDICATING THE WARRANTY PERIOD, WARRANTY REQUIREMENTS (AS SPECIFIED IN THESE DRAWING AND SPECIFICATIONS), AND DATES OF WARRANTY PERIOD, WHICH SHALL BEGIN AT THE DATE OF ISSUANCE OF PROJECT CERTIFICATE OF OCCUPANCY, AND END TWELVE (12) MONTHS AFTER.
6. CERTIFICATION: CONTRACTOR SHALL SUBMIT CERTIFICATION STATING THAT: PLANT SPECIES AND SIZE CONFORM TO THOSE INDICATED ON THE DRAWINGS IN THE TRADE UPON ARRIVAL AT THE SITE. PLANTS SHALL BE IN ACCORDANCE WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES; ALL PLANTS ARE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY; ALL PLANTS ARE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE; TREES FOR PLANTING IN ROWS ARE UNIFORM IN SIZE AND SHAPE. THIS CERTIFICATION IS NECESSARY PRIOR TO ACCEPTANCE OF WORK BY THE OWNER.



DATE	REVISIONS	DATE ISSUED	DATE
9-22-2020	6. PER IRC ROW COMMENTS	17-0132	10-07-2020
5-25-2019	7. PER IRC STAFF COMMENTS	TH	
4-20-2019	6. PER IRC STAFF COMMENTS	RT	
4-11-2018	5. PER IRC COMMENTS	DATE	
3-15-2018	4. PER IRC COMMENTS	JUNE 2017	
12-7-2018	3. PER IRC COMMENTS	AGS</	