



**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: Tracking Station Beach Park Dune Crossover  
Bid #: 2024026  
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: December 27, 2023**  
**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 not be accepted, opened or considered.**

PLEASE SUBMIT:  
(1) ONE MARKED ORIGINAL and,  
(1) COPY OF YOUR BID  
PRIOR TO THE BID OPENING DATE AND TIME.

**Refer All Questions to:**  
Email: [purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)

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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 # 2024026**  
**Tracking Station Beach Park Dune Crossover**

Detailed specifications are available at: [www.demandstar.com](http://www.demandstar.com) or by selecting "Current Solicitations" at [https://indianriver.gov/services/management\\_budget/purchasing/index.php](https://indianriver.gov/services/management_budget/purchasing/index.php).

Deadline for receipt of bids has been set for ***2:00 P.M. on December 27, 2023***. 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 or received 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, made payable to Indian River County Board of County Commissioners. In the event the Contract is awarded to the Bidder, Bidder will enter in a Contract with the County and furnish the required 100% Public Construction Bond and certificates of insurance within the timeframe set by the County. If Bidder fails to do so, the Bid Security shall be retained by the County as liquidated damages and not as penalty.

This work will be funded by a FEMA Public Assistance Grant. Bidders must be actively registered in SAM.gov, or be listed as registration submitted entity status at the time of bid.

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: Friday, December 1, 2023**

**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  
Account: **1125968**

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## Instructions to Bidders

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### Definitions

Bidder – Individual or entity submitting a bid to Owner.

Contractor – The lowest, responsive, and responsible bidder to whom Owner makes award.

Owner – Indian River County

### General Terms and Conditions

**Cone of Silence.** Potential bidders 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.

**Interpretations:** All questions about the meaning or intent of the Invitation to Bid are to be submitted to the Purchasing Division ([purchasing@indianriver.gov](mailto:purchasing@indianriver.gov)) ten (10) or more days before the date fixed for opening of the bids. Interpretations, modifications, responses, or clarifications considered necessary by County in reply to such questions will be issued by Addenda. Only questions answered or changes made by Addenda will be binding. Oral and other interpretations, modifications, or clarifications will be without legal effect. All such Addenda shall become part of the bid documents.

**Licensure:** Bidder must possess licensure as indicated in the Technical Specifications Scope of Work. Indian River County Code section 400.01(1) requires that “No person shall engage in the business of construction, contracting or subcontracting as regulated by Florida Statutes or in a [any] categories listed in **Appendix A to Ordinance No. 94-16 without a valid certificate of competency issued by the Indian River County Building Department** unless certified under Florida Statutes.” Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

#### **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.

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

**Permits, Impact and Inspection Fees.** In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", 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 schedule of permit fees is attached as Appendix A to this invitation to bid. Permit fees shall be included in Bid Item 1a, "Mobilization and Demobilization."** Fees for any necessary re-inspection(s) are the responsibility of the Contractor.

**Conditional Offers:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

**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.

**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 the County, and the bid forms shall not be recreated or modified. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten, recreated, or modified bid forms.** All blanks on the bid form should be completed with a unit bid price, or the phrase "No Bid" or the phrase "Not Applicable" entered on each section, bid item, and alternative. Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

**Public Record Exemption:** 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.



**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 enclosed instructions may result in rejection of the bid.

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

**Opening Location:** It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Purchasing Division, 1800 27<sup>th</sup> Street, Vero Beach, FL 32960," 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 accepted or considered.

**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." Electronically signed bid bonds will be acceptable.

In the event the Contract is awarded to the Bidder, Bidder will enter into a Contract with the County and furnish the required 100% Public Construction Bond and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction Bond will be required. Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

**Irrevocable Offer:** Bidder warrants by virtue of submitting a signed bid, that the prices quoted 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 the County. The Board of County Commissioners shall deem the offer accepted upon approval.

**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 48 business 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.

**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, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, 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.

**Public Record Exemption:** 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.

**Local Preference:** 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.

**Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible, and may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**Unbalanced Bids:** The County will reject any bid that is unbalanced, if it is in the best interest of the County to do so. A bid will be considered unbalanced when, in the opinion of the Purchasing Manager, the bid allocates a disproportionate share of costs to the price of one or more bid items in order to reduce the costs to the price of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the County.

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

**Awards:** The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and 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.

**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 five (5) 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.

**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.

**Cancellation:** It is the intention of the 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.

**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.

**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.

**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.

**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:*** 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. **Contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.**

***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:*** 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.

***E-Verify:*** Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

***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.

**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.

**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.

**Affirmative Steps:** 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.

**DHS Seal:** If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

**Indemnification:** CONTRACTOR 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.

**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.

**Public Access:** The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

**Delivery Requirements:** Delivery of goods 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.

**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".

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

**Domestic Preference for Procurement:** In accordance with 2 CFR 200.322, County will extend a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

**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.

**Taxes:** 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.

**Direct Purchase:** 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.

**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.

**Default Provision:** In case of default by the Bidder, 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.

**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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## Scope of Work

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Indian River County owns and manages the Tracking Station Beachfront Park 800 46<sup>th</sup> Place, Vero Beach, FL 32963 (Figure 1). This park currently has three Dune Crossovers, which were damaged during Hurricanes Ian and Nicole, and require repair.

- The repair work on the Southernmost crossover is approximately 6 feet wide and approximately 30 linear feet.
- The reconstruction of central cross over is approximately 6 feet wide and approximately 78 linear feet.
- The reconstruction of Northernmost cross over is approximately 6 feet wide and approximately 89 linear feet.

The Contractor will provide all equipment, materials and services required for the demolition and reconstruction of the three dune crossovers in accordance with the Engineered plans and technical specifications provided in Attachment B. The plans include reconstruction within the same configuration as the original structures.

The County would like to emphasize the following information for this project.

- 1) All work must be completed prior to the initiation of sea turtle nesting season (March 1, 2024), unless otherwise an extension is granted by the Florida Department of Environmental Protection. This includes completion of all construction activities, including site demobilization.
- 2) As part of this bid, the Contractor will provide the County with a project schedule to document all milestones, and demonstrate that the project will be completed per (1), above. This schedule will be based on the Notice to Proceed to be provided by the County upon execution of an Agreement. The estimated Notice to Proceed date is **February 1, 2024**.
- 3) The Contractor will be expected to provide an onsite staging area for this construction. The location and configuration of this staging area will be subject to the approval of County staff. The County is not responsible for any materials or equipment left on site.
- 4) The contractor will provide high resolution photos and/or video documenting the site conditions for each cross over. Documentation should include the corridor of the construction prior to, and upon completion of, all site work.
- 5) Encroachments into any areas outside of the footprint of the crossovers may require re-planting. In the event that re-planting is required, the contractor will be required to submit a plan detailing native, salt tolerant dune vegetation proposed to be installed. This plan is subject to approval by County staff.
- 6) The contractor is required to maintain compliance with all permits issued for this project.

The list above is not all inclusive of the specifications for this project. The engineering plans and specifications outline all project requirements.

### PROJECT REQUIREMENTS

The following agencies have permitting jurisdiction over the project site:

Florida Department of Environmental Protection, and Indian River County (schedule of permit fees included as Attachment A).

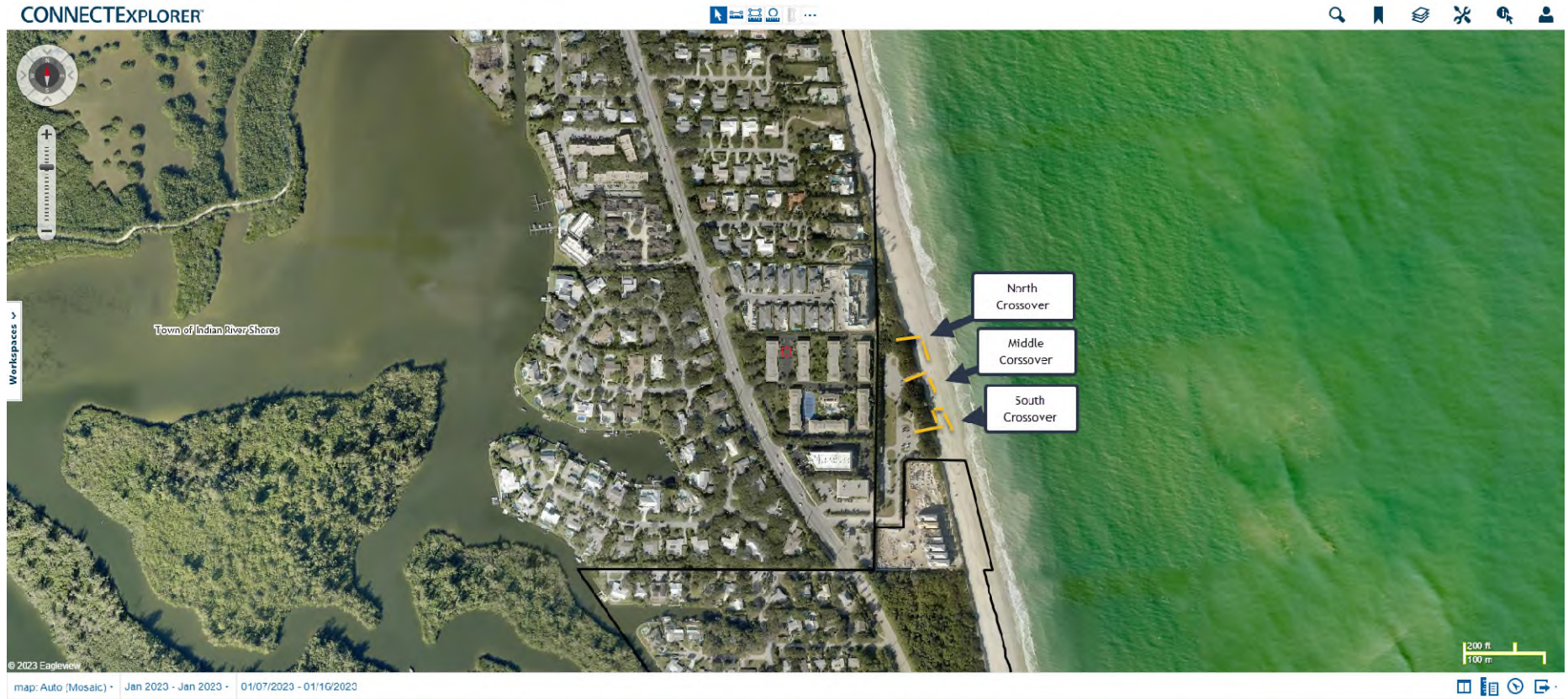
Bidder must possess the following licenses and registrations at the time of bid:

State of Florida: General Contractor

Indian River County Building Division: Active Registration as a General Contractor



Figure 1



End of Technical Specifications



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## Bid Form

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### Project Name

Bid #: 2024026  
 Bid Opening Date and Time: December 27, 2023 2:00 P.M.  
 Bid Opening Location: Purchasing Division  
 1800 27<sup>th</sup> Street  
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

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

Item	Description	Unit Price	Unit	Quantity	Total
1a	Mobilization and Demobilization	\$	LS	1	\$
2	North Dune Crossover – Construction	\$	LS	1	\$
3	Middle Dune Crossover – Construction	\$	LS	1	\$
4a	Segment of South Dune Crossover – Demolition	\$	LS	1	\$
4b	Segment of South Dune Crossover – Construction	\$	LS	1	\$
5	Site Restoration	\$	LS	1	\$
<b>Total Bid Price</b>				<b>\$</b>	

---

**Total Bid Price in Words**

Alternate Bid Items	Unit Price	Unit	Quantity	Total Price
Remove, Dispose, Provide and Install Existing Deck Boards with New 2"x6" Deck Board	\$	LF	480	\$
Remove, Dispose Provide and Install Existing Stringer Boards with New 2"x10" Stringer Boards	\$	LF	210	\$
Remove, Dispose Provide and Install Existing Pile Cap Boards with New 2"x12" Pile Cap Boards	\$	LF	24	\$
Replace Existing 20-foot long 6-inch Square Pile with New 6-inch Square Pile including disposal (Removal and Installation already paid under Items 4a and 4b, above)	\$	EA	4	\$
<b>Sum of Alternates</b>				<b>\$</b>

**Owner may elect to award all alternate bid items, some of the alternate bid items, or no alternate bid items.**

Attach the following documents to this bid form:

- Proposed Schedule
- W-9
- Specimen Insurance Certificate

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

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

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

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

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

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

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

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

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

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## Qualifications Questionnaire

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1. How many years has your organization been providing these services? \_\_\_\_\_

2. List State of Florida Registration Number(s): \_\_\_\_\_

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Agency/Firm Name: \_\_\_\_\_

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

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

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Services Provided: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

4. Subcontractors:

Type of Work	Subcontractor Name	License Number

5. Date Registered with e-Verify.gov: \_\_\_\_\_

6. List all ligation cases during the past three (3) years in which the Contractor has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

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## DRUG-FREE WORKPLACE CERTIFICATION

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(Please include this form with your bid)

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

(Name of Business)

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

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

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

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

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

---

**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. 2024026  
for Tracking Station Beach Park Dune Crossovers

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. 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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## 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:

Repairs to three dune crossovers at Tracking Station Beachfront Park, damaged during Hurricanes Ian and Nicole.

### **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: Tracking Station Beachfront Park Dune Crossover  
Bid Number: 2024026  
Project Address: 800 46<sup>th</sup> PL, Vero Beach, FL 32963

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

#### *3.01 Time of the Essence*

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*

The CONTRACTOR shall achieve Substantial Completion on or before the **45<sup>th</sup>** day after the date the contract times commence to run. The Work will be completed and ready for final payment on or before the **75<sup>th</sup>** day after the date when the Contract Times commence to run.

#### *3.03 Liquidated Damages*

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02 above, plus any extensions thereof allowed in writing as a change order to this Agreement. Liquidated damages will commence for this portion of work. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$566 for each calendar day that

expires after the time specified in paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

**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 substantial completion and acceptance of all work to be performed by CONTRACTOR under the Contract Documents.
- B. For construction projects less than \$10 million, at the time the Owner is in receipt of the Certificate of Substantial Completion, the Owner shall have 30 calendar days to provide a list to the Contractor of items to be completed and the estimated cost to complete each item on the list. Owner and Contractor agree that the Contractor’s itemized bid shall serve as the basis for determining the cost of each item on the list. For projects in excess of \$10 million, owner shall have up to 45 calendar days following receipt of Certificate of Substantial Completion of the project to provide contractor with said list.
- C. Within 20 business days following the creation of the list, Owner shall pay Contractor the remaining contract balance including all retainage previously withheld by Owner except for an amount equal to 150% of the estimated cost to complete all of the items on the list. Upon completion of all items on the list, the Contractor may submit a payment request for the amount of the 150% retainage held by the Owner. If a good faith dispute exists as to whether one or more of the items have been finished, the owner may continue to withhold the 150% of the total cost to complete such items. The owner shall provide Contractor written reasons for disputing completion of the list.

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.
- J. CONTRACTOR is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. Contractor is also responsible for obtaining an affidavit from all subcontractors, as required in Section 448.095(5)(b), F.S., stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- K. CONTRACTOR will comply with all the requirements as imposed by the Americans with Disabilities Act of 1990 ("ADA"), the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.
- L. CONTRACTOR is, and will remain during the term of this agreement, actively registered in SAM.gov.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

### **8.01 *Contents***

- A. The Contract Documents consist of the following:
  - (1) This Agreement;
  - (2) Notice to Proceed;
  - (3) Public Construction Bond;
  - (4) Certificate(s) of Liability Insurance;

- (5) Invitation to Bid 2024026;
- (6) Technical Specifications (pages TP-1 through TP-12, inclusive) and Plans (Sheets 1 through 7 of 7), prepared by Coastal Waterways;
- (7) Addenda (numbers to , inclusive);
- (8) CONTRACTOR'S Bid Form;
- (9) Bid Bond;
- (10) Qualifications Questionnaire;
- (11) Drug Free Workplace Form;
- (12) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (13) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (14) Certification Regarding Lobbying;
- (15) Application(s) for Payment
- (16) Certification of Substantial Completion
- (17) 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@indianriver.gov](mailto:publicrecords@indianriver.gov)**

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

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

**Vero Beach, FL 32960**

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

9.07 *Insurance*

- A. 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.
- B. 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.
- C. 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> G. <b>Premises / Operations</b> H. <b>Independent Contractors</b> I. <b>Products / Completed Operations</b> J. <b>Personal Injury</b> K. <b>Contractual Liability</b> L. <b>Explosion, Collapse, and Underground Property                  Damage</b>
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Automobile  \$1,000,000.00 Combined single limit Bodily Injury and Damage Liability	E. <b>Owner Leased Automobiles</b> F. <b>Non-Owned Automobiles</b> G. <b>Hired Automobiles</b> H. <b>Owned Automobiles</b>
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- D. 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.

**ARTICLE 10 – FEDERAL CLAUSES**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

**C. Clean Air Act and Federal Water Pollution Control Act:**

(1) Clean Air Act.

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

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

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

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

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

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. Suspension and Debarment:**

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

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

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

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

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

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

**F. Procurement of Recycled/Recovered Materials:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—  
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;  
(ii) Meeting contract performance requirements; or  
(iii) At a reasonable price.

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

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

**G. Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other

source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **H. Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

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

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

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

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

will all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

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

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

N. **Affirmative Steps:** If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**Article 11: TERMINATION OF CONTRACT**

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

(3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.

E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:

(1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,

(2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.

Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.

F. TERMINATION IN REGARDS TO F.S. 287.135: 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:**

**CONTRACTOR:**

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

\_\_\_\_\_

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

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
John A. Titkanich, Jr., County Administrator

(CORPORATE SEAL)

Attest \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
William K. DeBaal, County Attorney

Designated Representative:

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

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

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

Ryan L. Butler, Clerk of Court and Comptroller

Phone: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Deputy Clerk

(SEAL)

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

Designated Representative:

Name:

Title:

Address:

Phone

Email



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**Exhibit 1 to the Agreement – 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)

**NOTICE TO PROCEED**

Dated \_\_\_\_\_

TO:

\_\_\_\_\_  
(CONTRACTOR)

ADDRESS:

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

Contract For:

Tracking Station Beachfront Park Dune Crossover

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

IRC Bid No. 2024026

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents. The contract has allocated 45 calendar days for Substantial Completion of this project and 75 calendar days for Final Completion. In accordance with Article 3 of the Agreement the date of Substantial Completion is \_\_\_\_\_ and the date of readiness for final payment is \_\_\_\_\_.

CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required under Article 9.07 and such insurance has been delivered to the OWNER and approved by the OWNER, nor shall the CONTRACTOR allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with Article 13.

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

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

INDIAN RIVER COUNTY

(OWNER)

By: \_\_\_\_\_

(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for Payment No. \_\_\_\_\_

For Work Accomplished through the period of \_\_\_\_\_ through \_\_\_\_\_

To: Indian River County (OWNER)  
 From: \_\_\_\_\_ (CONTRACTOR)  
 Bid No.: 2024026  
 Project: Tracking Station Beach Park Dune Crossover

**1) Attach detailed schedule and copies of all paid invoices.**

1.	Original Contract Price:	\$	_____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$	_____
3.	Current Contract Price (1 plus 2):	\$	_____
4.	Total completed and stored to date:	\$	_____
5.	Retainage (per Agreement):		
	_____ % of completed Work:		
	_____ % of retainage:	\$	_____
	Total Retainage:	\$	_____
6.	Total completed and stored to date less retainage (4 minus 5):	\$	_____
7.	Less previous Application for Payments:	\$	_____
8.	<b>DUE THIS APPLICATION (6 MINUS 7):</b>	\$	_____

**CONTRACTOR'S CERTIFICATION:**

**UNDER PENALTY OF PERJURY**, the undersigned CONTRACTOR certifies that (1) the labor and materials listed on this request for payment have been used in the construction of this Work; (2) payment received from the last pay request has been used to make payments to all subcontractors, laborers, materialmen and suppliers except as listed on Attachment A, below; (3) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (4) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (5) If this Periodic Estimate is for a Final Payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by Chapter 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Attached to or submitted with this form are:

1. **Signed release of lien forms (partial or final as applicable) from all subcontractors**, laborers, materialmen and suppliers except as listed on Attachment A, together with an explanation as to why any release of lien form is not included;

Dated \_\_\_\_\_

By: \_\_\_\_\_  
(CONTRACTOR – must be signed by an Officer of the Corporation)

\_\_\_\_\_  
Printed Name and Title

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

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared \_\_\_\_\_, who being by me first duly sworn upon oath, says that he/she is the \_\_\_\_\_ of the CONTRACTOR mentioned above and that he/she has been duly authorized to act on behalf of it, and that he/she executed the above Contractor’s Application for Payment and Contractor’s Certification statement on behalf of said CONTRACTOR; and that all of the statements contained herein are true, correct, and complete.

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.

\*\*\*\*\*  
[The remainder of this page was left blank intentionally]

**SURETY'S CONSENT OF PAYMENT TO CONTRACTOR:**

The Surety, \_\_\_\_\_

\_\_\_\_\_, a corporation, in accordance with Public Construction Bond Number \_\_\_\_\_, hereby consents to payment by the OWNER to the CONTRACTOR, for the amounts specified in this CONTRACTOR'S APPLICATION FOR PAYMENT.

**TO BE EXECUTED BY CORPORATE SURETY:**

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Surety

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

Business Address

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(Affix Corporate SEAL)

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

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.



**CERTIFICATION OF ENGINEER:**

I certify that I have reviewed the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it appears to be a reasonably accurate statement of the work performed and/or material supplied by the Contractor. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated \_\_\_\_\_

\_\_\_\_\_

SIGNATURE

**CERTIFICATION OF INSPECTOR:**

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. To the best of my knowledge, this statement of work performed and/or materials supplied appears to be reasonably accurate, that the Contractor appears to be observing the requirements of the Contract with respect to construction, and that the Contractor should be paid the amount requested above, unless otherwise noted by me. I am not certifying as to whether or not the Contractor has paid all subcontractors, laborers, materialmen and suppliers because I am not in a position to accurately determine that issue.

Dated \_\_\_\_\_

\_\_\_\_\_

SIGNATURE

\*\*\*\*\*

[The Remainder of This Page Was Left Blank Intentionally]

**ATTACHMENT A**

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

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

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Project Name: Tracking Station Beach Park Dune Crossover  
 Bid: 2024026  
 Payment Application Number: \_\_\_\_\_

Item No.	Description	Unit	Quantity	WORK COMPLETED												
				SCHEDULED VALUE		PREVIOUS APPLICATION		THIS PERIOD		TOTAL COMPLETED		%	MATERIALS STORED	BALANCE TO FINISH		
				Unit Price	Amount	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL			QUANTITY	TOTAL	
<b>SUBTOTAL</b>				<b>SUBTOTAL</b>	<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>		<b>0.00</b>	
	FORCE ACCOUNT	1	LS													
<b>GRAND TOTAL</b>				<b>TOTAL</b>	<b>0.00</b>											

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

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## Contractor's Certification of Substantial Completion

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Date of Issuance: \_\_\_\_\_  
To: Indian River County (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Bid No.: 2024026  
Project: Tracking Station Beach Park Dune Crossover

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

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

To: \_\_\_\_\_  
OWNER

And To: \_\_\_\_\_  
CONTRACTOR

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

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DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 30 calendar days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

OWNER:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

Executed by ENGINEER on: \_\_\_\_\_ (Date).

ENGINEER: \_\_\_\_\_

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

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_ (date).

CONTRACTOR: \_\_\_\_\_

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

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_ (date).

OWNER: INDIAN RIVER COUNTY \_\_\_\_\_

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

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## Contractor's Final Certification of the Work

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(To Accompany Contractor's Final Application for Payment)

To: Indian River County (OWNER)  
From: \_\_\_\_\_ (CONTRACTOR)  
Bid No.: 2024026  
Project: Tracking Station Beach Park Dune Crossover

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

Before me, a Notary Public, duly commissioned, qualified, and acting, personally appeared \_\_\_\_\_, who being by me first duly sworn upon oath, says that he/she is the \_\_\_\_\_ of the CONTRACTOR with whom Indian River County, Florida, a political subdivision of said state, did on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, enter into a contract for the performance of certain work, more particularly described as follows:

Repairs to three dune crossovers at Tracking Station Beachfront Park, damaged during Hurricanes Ian and Nicole.

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

Name	Description/Amount
_____	_____
_____	_____

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

Affiant further says that:

1. CONTRACTOR has reviewed the Contract Documents.
2. CONTRACTOR has reviewed the Work for compliance with the Contract Documents.
3. CONTRACTOR has completed the Work in accordance with the Contract Documents.
4. All equipment and systems have been tested in the presence of the ENGINEER or his representative and are fully operational with no defects or deficiencies except as listed below.

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

- 5. The Work is complete and ready for final acceptance by the OWNER.
- 6. CONTRACTOR hereby certifies that it has no claims against the OWNER.

(Corporate Seal)

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

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.

## Change Order Form

No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

To: Indian River County (OWNER)

From: \_\_\_\_\_ (CONTRACTOR)

Bid No.: 2024026

Project: Tracking Station Beach Park Dune Crossover

You are directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: (List documents supporting change)

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

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

ACCEPTED:
By:
CONTRACTOR (Signature)
Date:

RECOMMENDED:
By:
ENGINEER (Signature)
Date:

APPROVED:
By:
OWNER (Signature)
Effective Date:



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## **Attachment A – Schedule of Permit Fees**

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Indian River County Building Division Permit Fee Schedule				EFFECTIVE 10/11/21
#	Permit Type	Application Fee	Permit Fee	Comments
1	New Buildings, Alterations, Mobile and Modular Homes	\$200.00	0.4334% of ICC Building Valuation over \$46,146.75	Base permit fee includes subcontractor work (electrical, plumbing, mechanical, insulation, alarm, and irrigation) if subcontractor work is shown on the permit documents, if the value of the subcontractor work is included as part of the aggregate construction value and if subcontractor affidavits are submitted with the application. Commercial Site work and all Accessory Structures are excluded.
2	Additions, Alterations, Misc. Commercial			

Residential / Commercial Trade Permits		Permit Fee	Comments		EFFECTIVE 10/1/12
3	Aboveground Swimming Pool	\$75.00			
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	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.		
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			
<b>Residential Specialty Permits</b>					
#	Permit Type	Permit Fee	Comments	Comments	
20	Door / Window - Replacement / Hurricane Shutters	\$75.00	Fee includes up to 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.	
21	Door / Window - Replacement / Hurricane Shutters	\$200.00	Greater than 4 components or openings	Additional permit fee of 0.4334% of contract / work order valuation over \$46,146.75; permit fee due at time of application.	
22	Garage door replacement - (1Door)	\$75.00	\$25 for each additional door in the same building / unit	Additional permit fee of 0.4334% of contract / work order valuation over \$17,305; permit fee due at time of application. Fee includes one inspection. Trade permits requiring plan review subject to a \$55 plan review fee.	

Level-1 Specialty Permits		Level-2 Residential and Commercial Specialty Permits		Comments	Comments	EFFECTIVE 10/11/21
#	Permit Type	Permit Application Fee	Application Fee			
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				
29	House Moving	\$200.00			Separate Alteration permit required for foundation and improvements at relocation site.	
30	Hurricane Shutters - Commercial	\$200.00				
31	Site-Built Accessory Structure	\$200.00				
32	Commercial Paving	\$200.00				
<b>Level-2 Residential and Commercial Specialty Permits</b>						
#	Permit Type	Application Fee		Permit Fee	Comments	
33	Miscellaneous Permits: e.g: Fixed Station Generator			\$225.00	Additional permit fee of 0.4334% of contract / work order valuation over \$51,916; permit fee due at time of application.	
34	Re-roofing			\$225.00		
35	Residential Pool			\$225.00	Additional permit fee of 0.4334% of contract / work order valuation over \$57,685; permit fee due at time of application.	
36	Commercial Pool	\$200.00		\$250.00		
<b>INSPECTION RELATED FEES</b>						
		<b>FEE</b>				
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>	<b>EFFECTIVE 10/1/12</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	Four (4) times the original plan review fee (1/3 permit fee)	When content fails to meet sufficiency Requirement Check List (per state statute).	
41	Revision - small format	\$50.00	one 8.5 x 11 sheet	
42	Revision - large format	\$100.00	plan sheets - large format - or more than one 8.5x11	
43	Pre-Application Design Review	\$100.00		
<b>Contractor Licensing</b>				
44	Competency Card Application Fee	\$50.00		
45	Competency Card Renewal Fee	\$50.00		
<b>Administrative Service Fees</b>				
46	Microfilm / Microfiche Document Requests	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>GENERAL INFORMATION</b>				
	<b>Valuation methodology</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.		
	<b>Private Provider Fee Reductions</b>	A fee reduction for Private Provider related permits will be calculated as follows: 10% reduction in fees if a "Private Provider" is utilized for Permit Plan Review, and 25% reduction in fees if a "Private Provider" is utilized for Permit related Inspections.		
	<b>Credit Card Service Fee</b>	Credit card payments are subject to a 2.5% per transaction fee with a \$2 minimum		

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## **Attachment B – Technical Specifications and Plans**

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**Tracking Station Beach Park  
Dune Crossover Project  
for  
Indian River County Board of County  
Commissioners  
Vero Beach, FL 32963**

**TECHNICAL SPECIFICATIONS**

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Stephen W. Boehning, P.E.  
Florida License No.: 52201

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

# TECHNICAL SPECIFICATIONS

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SECTION 1  
GENERAL REQUIREMENTS

- 1.01 SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, tools, supplies, plant, equipment, and machinery necessary to complete the work in accordance with the contract documents. Materials or work described in words which have a well-known technical trade meaning shall be held to refer to such recognized standards. All materials and supplies shall be new unless otherwise specified. The specific work which is included is shown on the drawings and specified herein.

Beach Access at Tracking Station Beachfront Park Access location; Tracking Station (County) Park, located at 800 46<sup>th</sup> Pl, Vero Beach, FL 32963 is available for construction access to mobilize heavy equipment only, if deemed necessary by the CONTRACTOR. Tracking Station (County) Park construction access is located south of the project area. Any use of Tracking Station (County) Park must be coordinated with the County.

- 1.02 EXISTING UTILITIES AND STRUCTURES: The CONTRACTOR shall assure himself of any utilities, structures, or facilities prior to performing any work. At least two business days prior to start of digging work, the CONTRACTOR shall call 811 to provide notification and request each utility agency to advise him of the location of their facilities in the vicinity. The Owner and the ENGINEER will assume no liability for damages sustained or costs incurred because of CONTRACTOR's operations in the vicinity of existing utilities or structures.

- A. Buried Materials - Buried concrete, steel and debris may exist at any location.
- B. Overhead Power Lines - Overhead power lines may exist on or near the site. CONTRACTOR is responsible for taking any necessary precautions if working in the vicinity.
- C. Underground Facilities – Power lines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water, may exist at the site. The CONTRACTOR shall take all necessary steps to locate and protect these facilities. In the event there are facilities that cannot be protected the CONTRACTOR shall flag these areas and bring them to the attention of the ENGINEER prior to the disturbance of these areas.

- 1.03 SURVEYING FOR CONSTRUCTION (INCLUDING LAYOUT OF WORK-SURVEY LINES AND GRADES) AND FOR AS-BUILTS: The CONTRACTOR shall be responsible for construction survey to layout the location of the proposed dune crossover and also for providing as-built surveys as indicated below. From the vertical and horizontal control identified by the ENGINEER, the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work. The CONTRACTOR shall furnish at his own expense such stakes, templates,

platforms, equipment, tools and material, and all labor as may be required to layout and execute the work. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes.

Survey work shall include, but not be limited to, the necessary manpower, equipment and materials needed to complete the survey work to successfully and accurately construct the proposed project and provide an as-built survey signed and sealed by a surveyor registered in the State of Florida. This includes but is not limited to the onsite staking of the proposed locations and elevations of the proposed pilings.

As-built drawings must be signed and sealed by a surveyor registered in the State of Florida. The CONTRACTOR is responsible for providing five hard copies and two electronic copies to the ENGINEER.

- A. Layout: At the expense of the CONTRACTOR, a Florida Registered Land Surveyor shall layout the structure with markers prior to construction.
- B. Bench Marks: The CONTRACTOR shall lay out his work from bench marks or reference elevations, which shall be supplied by the Owner. They will be shown and explained to the CONTRACTOR; thereafter, these bench marks and elevations become the sole responsibility of the CONTRACTOR and, if replacement is required, either at the request of the CONTRACTOR or in the judgment of the ENGINEER, the CONTRACTOR shall pay for the cost of replacement.

All work associated with such surveys shall be included in and paid for under Mobilization and Demobilization.

- 1.04 TESTS: The ENGINEER will have the right to require certain materials, as noted, to be submitted for testing prior to incorporation in the work. If the ENGINEER is not satisfied with test results, he may have additional tests made at cost to others, and the ENGINEER shall be the sole judge as to which tests shall be accepted as proof of contract performance. The CONTRACTOR shall not obligate the County for tests without the ENGINEER's approval.

All work associated with such tests shall be included in and paid for under Mobilization and Demobilization.

- 1.05 OBSERVATION: The work will be conducted under the general observation of the ENGINEER for the Owner and is subject to observation by his appointed representative to assess compliance with the plans and specifications. The representative is not authorized to change any provision of the specifications without written authorization of the ENGINEER nor shall the presence or absence of a representative relieve the CONTRACTOR from any requirements.

#### ENGINEER Notification

The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to the following construction activities:

- Mobilization
- Site preparation
- Demolition work
- Pile and post installation
- Site restoration
- Demobilization

1.06 SHOP DRAWINGS AND SAMPLES: As soon as practicable and within ten (10) days after the date of the execution of the contract, the CONTRACTOR shall submit to the ENGINEER for approval, an electronic copy ([steve@coastalwde.com](mailto:steve@coastalwde.com)) of the shop drawings and/or documents.

1.07 WORK SITE TIME AND AREA RESTRICTIONS: CONTRACTOR may completely restrict access only to the immediate construction area. The CONTRACTOR is responsible for compliance with all applicable Owner, County, or other applicable property owner work site restrictions. Unless granted permission by the Owner. Construction activity shall be performed only 8am to 4:30pm on weekdays only.

1.08 PERMITS AND FEES: The CONTRACTOR shall procure the required Indian River County permits and arrange for inspections. The CONTRACTOR will pay such government fees as are thereby incurred.

The Owner has procured the required authorization from the Florida Department of Environmental Protection. The CONTRACTOR is fully responsible for compliance with this authorization. A copy of this authorization, or hyperlinked reference, is contained within the Contract Documents.

1.09 SUBCONTRACTORS: All subcontractors are subject to approval by the ENGINEER and the Owner.

1.10 COORDINATION: CONTRACTOR will be required to participate in any coordination meetings as may be required. CONTRACTOR is required to coordinate scheduling, access, staging, storage, and safety with any other CONTRACTORS working at the project site.

1.11 PROJECT CONDITIONS:

- A. The work consists of construction of a dune crossover and related construction.
- B. The work is to construct a facility for exposure to salt-laden atmosphere. At all times, the CONTRACTOR shall exercise caution to utilize construction procedures and materials to minimize the effects of long-term corrosion.
- C. The project is located adjacent to multi-family residential properties. The CONTRACTOR may not block access to any onsite systems, buildings, roads, or adjacent properties.

- D. In coordination with the Owner, the CONTRACTOR shall block off access to the construction area with barricades.
- E. The CONTRACTOR shall utilize the existing area landward of the crossover and Coastal Construction Control Line for equipment, material, and personnel access. All reasonable precautions shall be taken to prevent damage to any existing structures on the property. The CONTRACTOR shall take precautions to minimize damage to existing vegetation other than in the designated areas. In the event of any damage, the CONTRACTOR is responsible for restoring the area to the pre-project condition.

F. Legal Restrictions and Traffic Provisions

The CONTRACTOR is responsible for complying with all Florida Department of Transportation, County, and other local regulations regarding weight limits for roads utilized for transport of the material. The CONTRACTOR is likewise responsible for complying with all applicable traffic, safety, and speed laws.

The CONTRACTOR shall provide and maintain barricades, warning signals and flagmen as required by federal, state, or local regulations and as directed by the ENGINEER. Any costs associated with this requirement shall be included in the CONTRACTOR's bid for Bid Item 1 and shall not be specifically reimbursed. The CONTRACTOR, at its own expense, shall repair any damages to private or public property resulting from the CONTRACTOR's operations.

To minimize damage and traffic congestion, trucks shall limit their north-south route to US1 and State Road A-1-A and SR-60 and County Road 510. The final truck route shall be subject to approval by the ENGINEER at the pre-construction meeting.

G. Permissible Work Days and Hours

Construction activity shall be performed only 8am to 4:30pm on weekdays only.

- No work shall occur on Saturdays, Sundays, and legal holidays.
- Work on the beach may begin November 1, with authorization from the ENGINEER.
- Non-beach work may begin sooner than November 1.

H. Site Maintenance

The CONTRACTOR shall inspect the work areas at the end of every workday to ensure that all debris left by the CONTRACTOR's and or subcontractor's workers has been removed from the work areas and properly disposed.

## 1.12 PROSECUTION OF THE WORK:

- A. The CONTRACTOR shall submit his construction schedule prior to beginning the work.
- B. The CONTRACTOR shall give the ENGINEER 48 hours notice prior to beginning any new phase of construction. All Pile Installation work must be performed with due notification to the ENGINEER. Failure to notify the ENGINEER of Pile Installation

work as indicated, may result in the CONTRACTOR removing and reinstalling the piles.

- 1.13 ENVIRONMENTAL COMPLIANCE: The CONTRACTOR shall comply with all applicable environmental regulatory rules including protection of marine wildlife habitat. Environmental Compliance related work shall include, but not be limited to, the necessary manpower, equipment and materials needed to maintain regulatory compliance during all phases of construction.

The project design and all related activities must be in accordance with applicable FDEP Coastal Construction Rules and Regulations for this project type. The Owner has permit authorization through the DEP Emergency Final Order for Hurricane Nicole and Ian provided to the CONTRACTOR within the following link:

[https://floridadep.gov/sites/default/files/22-2816\\_-\\_Fourth\\_Amended\\_EFO.pdf](https://floridadep.gov/sites/default/files/22-2816_-_Fourth_Amended_EFO.pdf)

All CONTRACTOR's accessing the beach with vehicles of any type are responsible for all damages incurred to county ramps and property. Track equipment must use protective material (i.e., wood railroad ties, vibration reducing plates, etc.) in area of ramp prior to accessing the beach with the equipment. The tracked equipment must be moved in a deliberate and slow speed to not cause vibrations in adjacent residences.

No vehicles or equipment may remain on the beach overnight.

All vehicles must remain at least 20 feet away from any marked sea turtle nest.

Following completion of construction, the beach/dune system shall be restored to its pre-construction condition, as applicable, with exception of the placed sand ramp; In no case can any sand placed on the beach be removed from the beach. Upon notification of completion of construction, Indian River County will inspect the project site, vehicular access points, beach travel corridors, and adjacent upland properties. The CONTRACTOR shall provide the ENGINEER with written evidence from all applicable property owners that their property has been restored to the property owner's satisfaction.

All work associated with environmental compliance shall be included in and paid for under BID ITEM 1a Mobilization and Demobilization.

- 1.14 MOBILIZATION AND DEMOBILIZATION: All of the CONTRACTOR's labor and equipment costs connected with mobilization and demobilization shall be included as a lump sum within BID ITEM 1a, in addition to other work that will be paid for under BID ITEM 1a, as indicated on the Bid Schedule of the CONTRACTOR's proposal.

The work specified in this section consists of all manpower, equipment and operations involved in mobilizing and demobilizing for the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, safety equipment and first aid supplies, sanitary and other facilities, as required by State and local laws and regulations.

The CONTRACTOR shall provide their own sources of power and water as needed to properly construct the project. The CONTRACTOR is responsible for requesting the use of water from that water source, or another water source chosen by the CONTRACTOR, by contacting the appropriate party (or utility company) and securing the necessary permission. The CONTRACTOR shall provide demonstratable proof to the ENGINEER that the party (or utility company) has issued permission to the CONTRACTOR to utilize water from this or any other source.

All costs connected with the mobilization and demobilization of the CONTRACTOR's equipment and all costs associated with requirements of the contract not provided for within other Bid Items will be paid for at this contract lump sum price. Thirty percent (30%) of the lump sum price for mobilization-demobilization is payable to the CONTRACTOR after the demolition has begun. An additional thirty percent (30%) of the lump sum price for mobilization-demobilization is payable to the CONTRACTOR after the successful installation of two wood piles. The remaining forty percent (40%) will be paid upon completion of the entire project.

All costs associated with the work and not specifically included in other bid items shall be included in the CONTRACTOR's bid for BID ITEM 1.

SECTION 2  
DEMOLITION

PART 1 - GENERAL

- 2.01 SCOPE: Work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances, and materials in performing all operations in connection with the demolition and removal of the existing dune crossover, including miscellaneous metal and hardware.

All material from demolition activities shall be disposed of properly, and in accordance with all federal, state, and local laws and regulations and within an approved upland facility.

- 2.02 BID ITEM: All costs associated with Demolition work including tipping or dumping fees shall be paid by the CONTRACTOR and shall be included in the CONTRACTOR's bid for BID ITEM 4a.

SECTION 3  
DUNE CROSSOVER CONSTRUCTION

PART 1 - GENERAL

- 3.01 SCOPE: Work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances, and materials in performing all operations in connection with the construction of the crossover, including miscellaneous metal and hardware.
- 3.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The construction of the crossover under this contract shall be in strict accordance with the applicable provisions of the following codes, standards, and specifications:
- A. American Forest and Paper Association (AF&PA) NDS for Wood Construction, 2018.
  - B. American Wood Preservers Association (AWPA), various standards.
  - C. American Society for Testing and Materials

PART 2 - PRODUCTS

3.03 TIMBER SUPPORT PILES:

- A. SIZE AND TAPER: All piles shall be of the diameter specified measured three (3') feet from the butt and have the diameter shall taper no more than 0.1 in. per ft. of pile length.
- B. PRESSURE TREATMENT: All timber piles be pressure treated in accordance with A.W.P.A. Standard C-18. 2.5 LBS/C.F. OF C.C.A.

3.04 STRUCTURAL WOOD:

- A. Material: All structural wood shall be pressure treated in accordance with A.W.P.A. Standard C-18. 0.6 LBS/C.F. OF C.C.A. and shall be no. 1 Southern Pine or better. This includes the stringers, bents, posts, top rail, bench supports, and splices.

3.05 WOOD PRESERVATIVE FIELD TREATMENT: Where specified, cut ends of wood shall be treated with Tenino Copper Naphthenate (or approved equal).

3.06 DECKING AND STAIR TREADS:

- 3.06.1 Material: All decking surface members shall be 2x6 pressure treated in accordance with A.W.P.A. Standard C-18. 0.6 LBS/C.F. OF C.C.A. and shall be no. 1 (or better) Southern Pine.

3.07 RAIL MEMBERS:

3.07.1 CAP RAIL:

- 3.07.1.1 Material: The cap rail shall be 2x8 pressure treated in accordance with A.W.P.A. Standard C-18. 0.6 LBS/C.F. OF C.C.A. and shall be no. 1 (or better) Southern Pine.

3.07.2 TOP INTERMEDIATE, INTERMEDIATE AND TOE RAIL MEMBERS:



3.07.2.1 Material: The top intermediate rail (under the cap rail) and intermediate rail member shall be 2x8 pressure treated in accordance with A.W.P.A. Standard C-18. 0.6 LBS/C.F. OF C.C.A. and shall be no. 1 (or better) Southern Pine.

3.07.2.2 Material: toe rail member - Not in this Contract

### 3.08 STRUCTURAL METALS:

3.08.1 Unless otherwise specified, all structural metals shall be salt corrosion resistant 316 stainless steel.

3.08.2 Materials shall be handled, shipped and stored in a manner that will prevent distortion or other damage. Material shall be stored in a clean, properly drained location out of contact with the ground. All damaged material shall be replaced or repaired in an approved manner by and at the expense of the CONTRACTOR.

3.09 HARDWARE: All bolts, washers, nuts, screws, nails, straps, ties, and other hardware items shall be 316 stainless steel. All bolts shall have a polished finish.

## PART 3 - EXECUTION

### 3.10 WOOD SUPPORT PILES:

3.10.1 Piles shall be carefully located as shown on the drawings and installed in a plumb position. The bottom of piles holes should be tamped level with bottom of pile prior to installation. Tops of piles shall be positioned laterally within 1/2 inch of position except that the outside to outside dimension (north-south) of the piles cannot exceed the dimension shown on the plans. The tops of piles shall be within 1/2" (sawing permitted). All piles shall be installed with a variation of not more than 1/8 inch per foot of pile length from the vertical. The CONTRACTOR shall provide suitable templates or guide structures to ensure that the piles are installed in correct alignment and location.

3.10.2 Piles may be jetted but must be seated so no settlement occurs. Care shall be taken not to damage the piles during the installation. Any pile damaged during installation shall be removed and replaced at the expense of the CONTRACTOR.

3.11 PILE AND POST TOPS: The cut tops of the piles (including existing piles) and rail posts shall be field coated with a preservative treatment such as Tenino Copper Naphthenate (or approved equal).

3.12 CROSSOVER CONSTRUCTION: Stringers and bents shall be installed with the "crown" side up and bolt holes shall pre-drilled at the spacing specified on the plans. All deck boards shall be screwed using two stainless steel #10 x 3" screws per deck board at each stringer crossing. Decking shall be spaced with a 1/4" gap side to side and between the boards and any horizontally abutting surface. Stringers shall be spaced as shown on the plans within 1/2"

of position.

3.13 STAIR CONSTRUCTION: Not in this Contract.

3.14 STRINGER AND BENT SAW CUTS: The end grains of saw cut stringers, and bents shall be field treated with Tenino Copper Naphthenate (or approved equal) in accordance with the manufacturer's specifications. The top grain of bents that have been chamfered for stair stringers shall also be field treated with Tenino Copper Naphthenate (or approved equal).

3.15 BID ITEM: All costs associated with Construction work as described above and shown on the plans shall be performed by the CONTRACTOR and shall be included in the CONTRACTOR's bid for BID ITEM 2, BID ITEM 3, and BID ITEM 4b.

SECTION 4  
SITE RESTORATION

Noted changes to bid item numbers in section 4 will be formally made via Addendum 1.

PART 1 - GENERAL

- 4.01 SCOPE: Work covered by this section of the specifications consists of furnishing all plant, labor, equipment, appliances, and materials in performing all operations in connection with the restoration of the site, including repair to the site caused by the CONTRACTOR operations and replanting of vegetation removed by CONTRACTOR for site construction access.

All restoration and final cleanup work shall be included under Site Restoration Bid Item 4. The CONTRACTOR shall submit a Construction Access and Equipment Staging Area Restoration Plan to the ENGINEER for review and approval during the Pre-Construction Meeting. The CONTRACTOR shall restore damages to any pavement, striping, signage, vegetation, and improvements that may have been damaged as a direct result of the CONTRACTOR's construction activities to an equal or better condition following completion of work and demobilization of equipment, facilities, vehicles, and crew from the project work area.

Existing topography, vegetation, and upland improvements shall be disturbed only to the minimum extent necessary for construction and construction access and other authorized activities. To the maximum extent feasible, the CONTRACTOR shall limit clearing for the access to areas of exotic vegetation. The CONTRACTOR shall avoid disturbing native vegetation wherever possible; any disturbance of existing native vegetation by the CONTRACTOR shall be restored by the CONTRACTOR at no additional cost to the OWNER. Native vegetation that is disturbed or destroyed shall be replaced in-kind at the size equivalent to the mature vegetation located at the site.

- 4.02 Final Clean Up: Final clean up shall include the removal of all of the CONTRACTOR's equipment and waste either for disposal or reuse. The CONTRACTOR shall restore to previous condition, all site and landscape features damaged or destroyed during construction operations outside the limits of the approved work areas and within the work area as designated on the Plans.

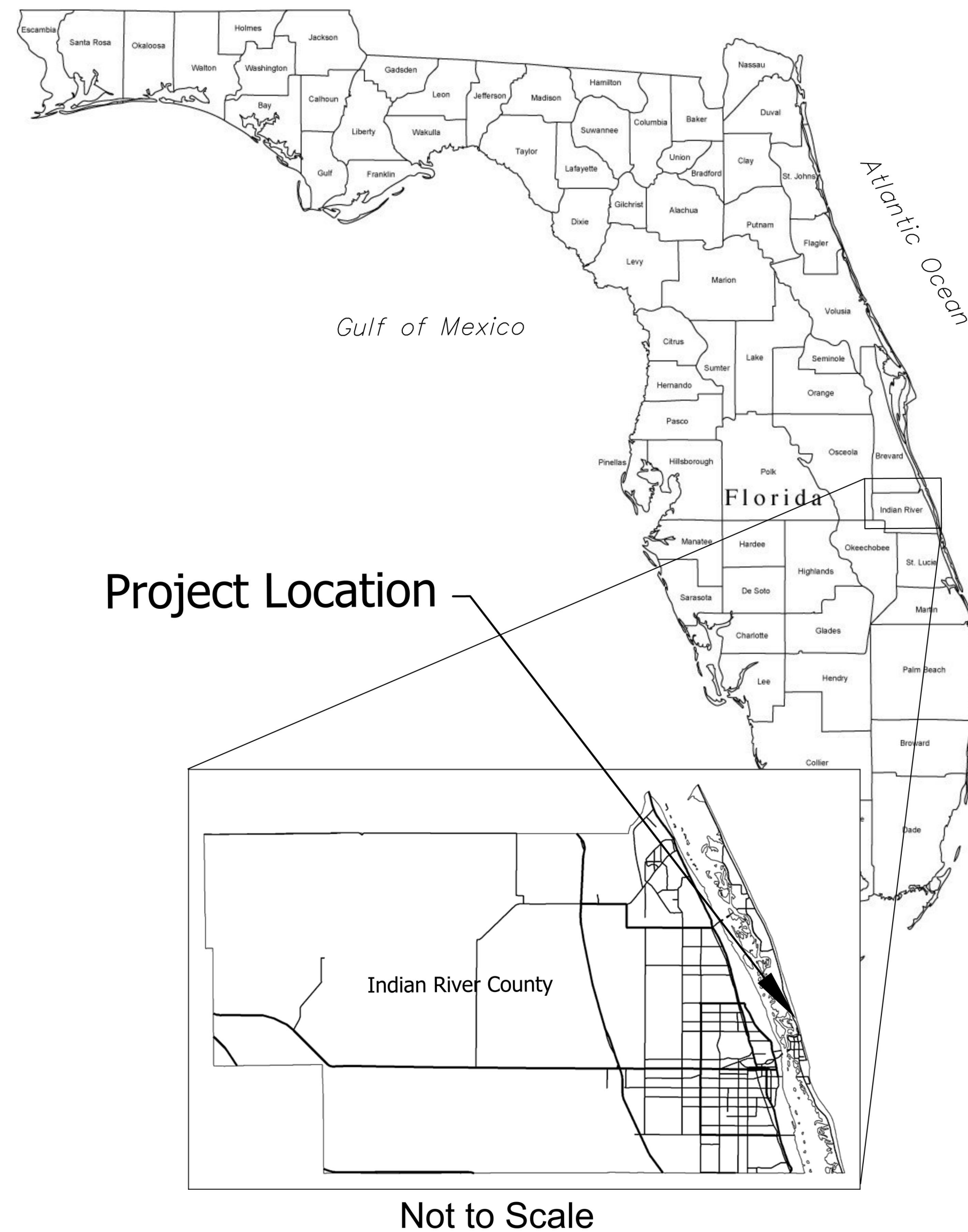
NOTE: any non-beach compatible material brought to the site for stabilization of access areas shall be removed from the site by the CONTRACTOR. This work will be accomplished at the CONTRACTOR's expense and included under Bid Item 4c.

- 4.03 BID ITEM: All costs associated with Restoration work shall be paid by the CONTRACTOR and shall be included in the CONTRACTOR's bid for BID ITEM 5.



# Tracking Station Beach Park Dune Crossover Project for Indian River County Board of County Commissioners Indian River County, Florida

## LOCATION MAP



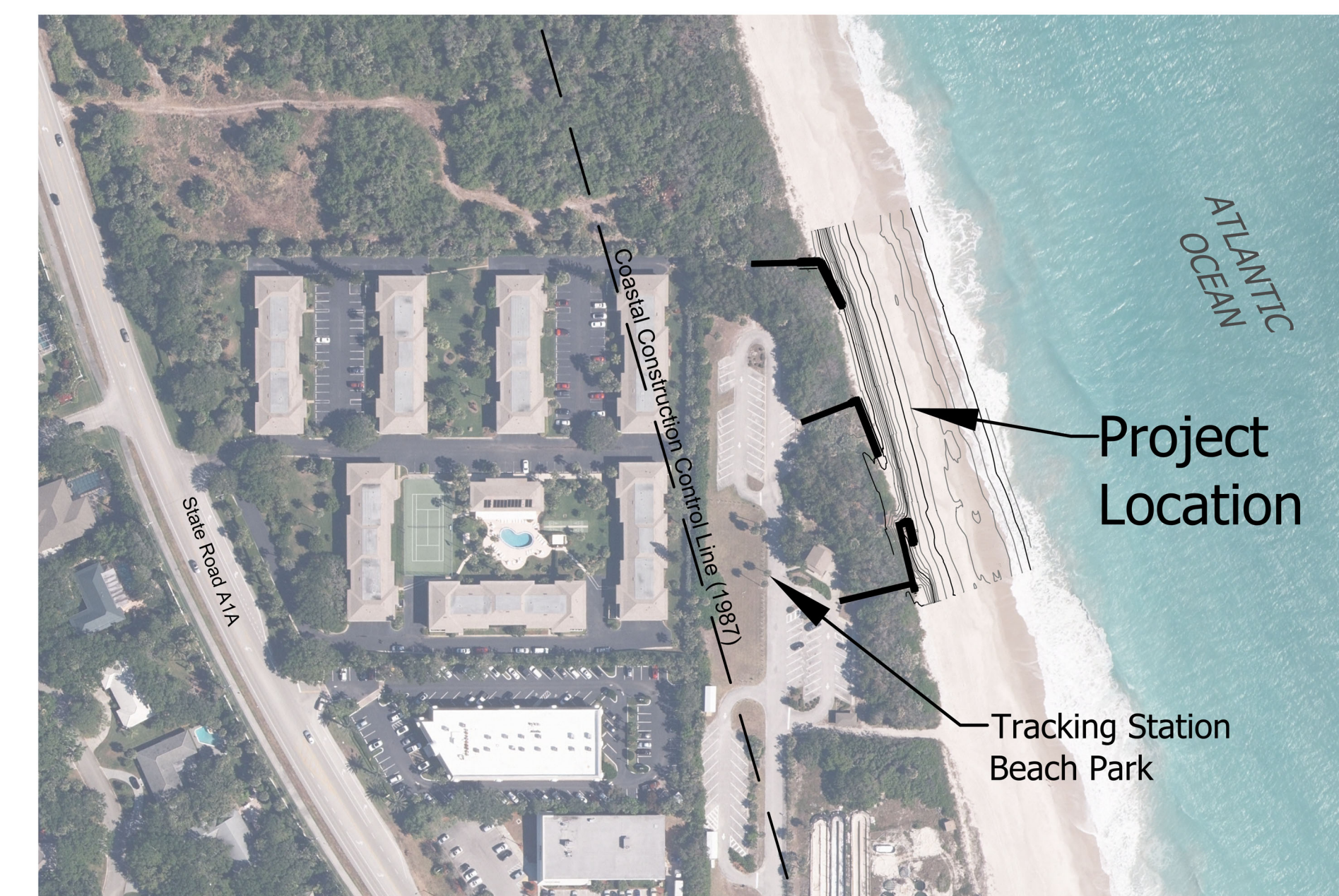
## INDEX

- Sheet 1 - Cover / Location Maps / General Notes
- Sheet 2 - Survey / Plan View / Construction Access and Staging Area Locations
- Sheet 3 - Construction Plan / North Dune Crossover Plan & Profile
- Sheet 4 - Construction Plan / Middle Dune Crossover Plan & Profile
- Sheet 5 - Construction Plan / South Dune Crossover Plan & Profile
- Sheet 6 - Dune Crossover Plan & Profile / Details and Notes
- Sheet 7 - Dune Crossover Plan & Profile / Details and Notes

## GENERAL NOTES

1. The work consists of furnishing all labor, equipment, and materials required for construction of a dune crossover replacement consisting of wood piles (posts), pile caps (bents), wood decking, and wood railings as shown on these drawings and as specified in the Contract Documents.
2. All work shall conform to any required permits. The Contractor who performs the work shall post on the job site all permit placards and the Contractor shall comply with all terms of the permits as pertaining to performance of the work.
3. Prior to construction, the Contractor shall meet with the Engineer or Engineer's designee (pre-construction meeting) to establish the construction access locations, limits of upland staging area, and design details and methods of construction.
4. Prior to commencement of the removal of existing structures and prior to crossover construction, the Contractor shall implement sediment control measures surrounding the limits of construction to ensure that the construction activities will not cause violations of State water quality standards or other regulatory sediment control requirements. All sediment control devices shall remain in place until all demolition and construction activities are completed.
5. Project area lies in Flood Zone "VE" (EL. 11) per Flood Insurance Rate Map No. 12061C, dated January 26, 2023.
6. Surveys by Oceanside Solutions were performed on the dates shown on these drawings.

## Site Map



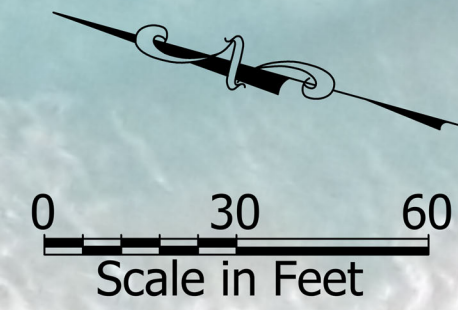
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North Dune Crossover. Contractor Shall Construct 89 Linear Feet of Crossover. (See Sheet 3 and 6)

Middle Dune Crossover. Contractor Shall Construct 78 Linear Feet of Crossover. (See Sheet 4 and 6)

South Dune Crossover. Contractor Shall Repair 30 Linear Feet of Lower Ramp Section and Construct Observation Deck. (See Sheet 5 and 7)

Observation Deck Construction

Construction Access

Tracking Station Beach Park

Storage and Staging Area

Coastal Construction Control Line (1987)

Survey Data: Oceanside Solutions (June 29, 2023)

Aerial Photo: LABINS (2018)

**NOTES**

1. The Contractor may choose to construct a sand ramp to accommodate his equipment. Any work on the beach, including placement of sand to construct a ramp for equipment must be in accordance with Indian River County and DEP regulations, including the type of sand permitted by DEP Coastal Construction Control Line (CCCL) rules. The Contractor's demolition and construction operations must not cause vibrations that disturbs the adjacent residences. If utilizing tracked equipment, the Contractor must move equipment in a deliberate and slow manner to avoid vibrations. Any hammering of piles must be approved by the Engineer, and also must not cause vibrations that disturb adjacent residences.
2. Contractor shall install signage on the beach indicating the construction area and is responsible for controlling access at the construction site.

**Construction Access Notes:**

1. Contractor shall avoid impacts to existing native dune vegetation. All vegetation disturbed within Construction Access shall be replaced. Approval of all planting shall be per the Engineer.
2. Contractor shall install silt fence along perimeter of all construction access and shall not disturb existing native dune vegetation during installation and maintenance of silt fence.

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Survey / Plan View / Construction Access and Staging Area Locations

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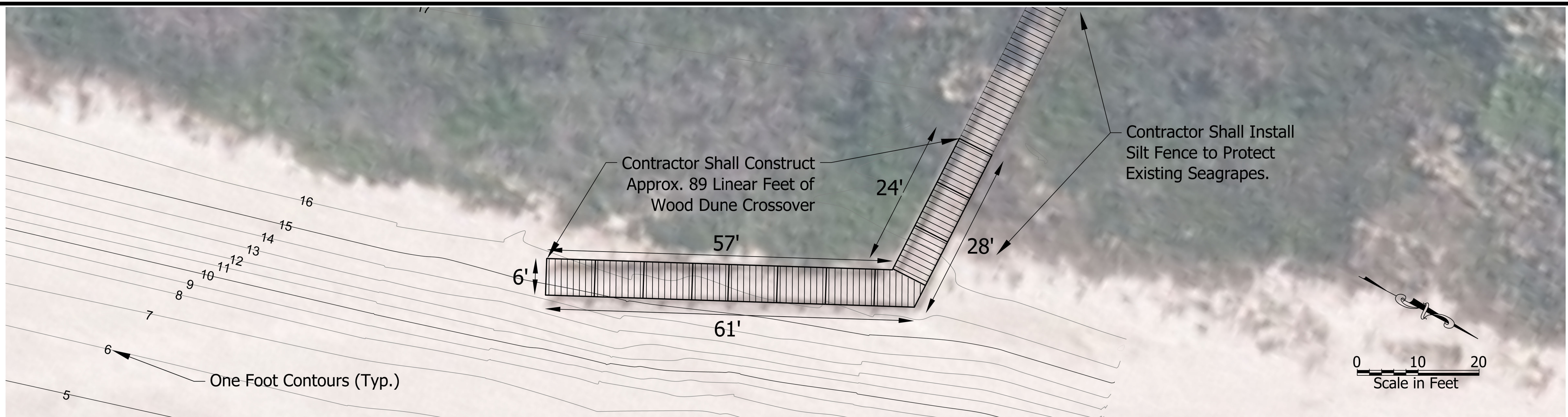
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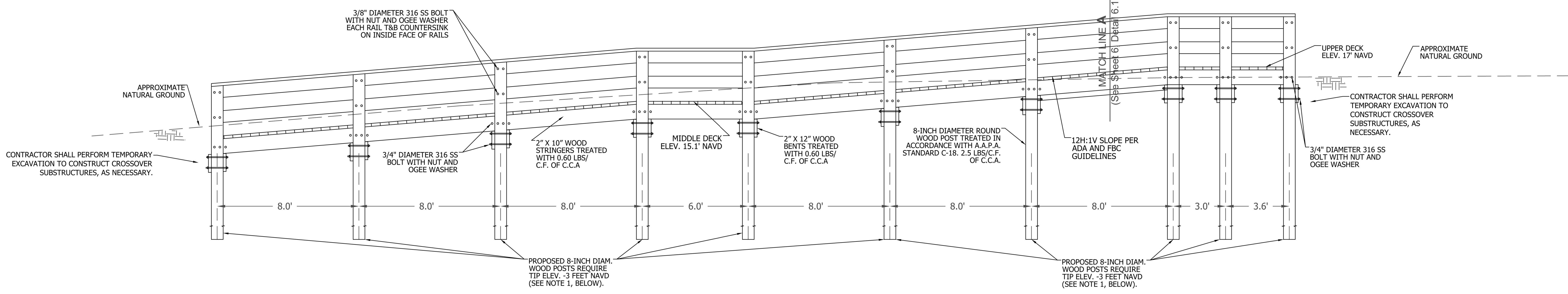
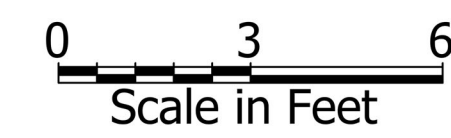
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Construction Plan / North Dune Crossover Plan & Profile

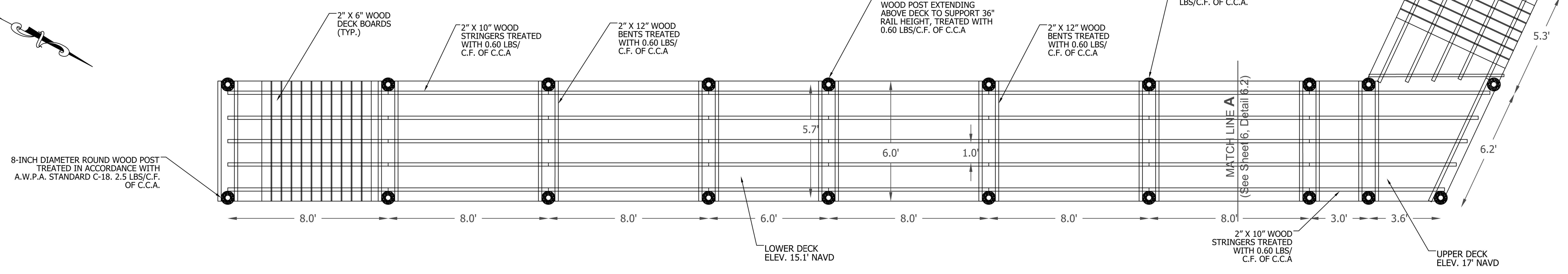
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NORTH DUNE CROSSOVER CONSTRUCTION SITE PLAN



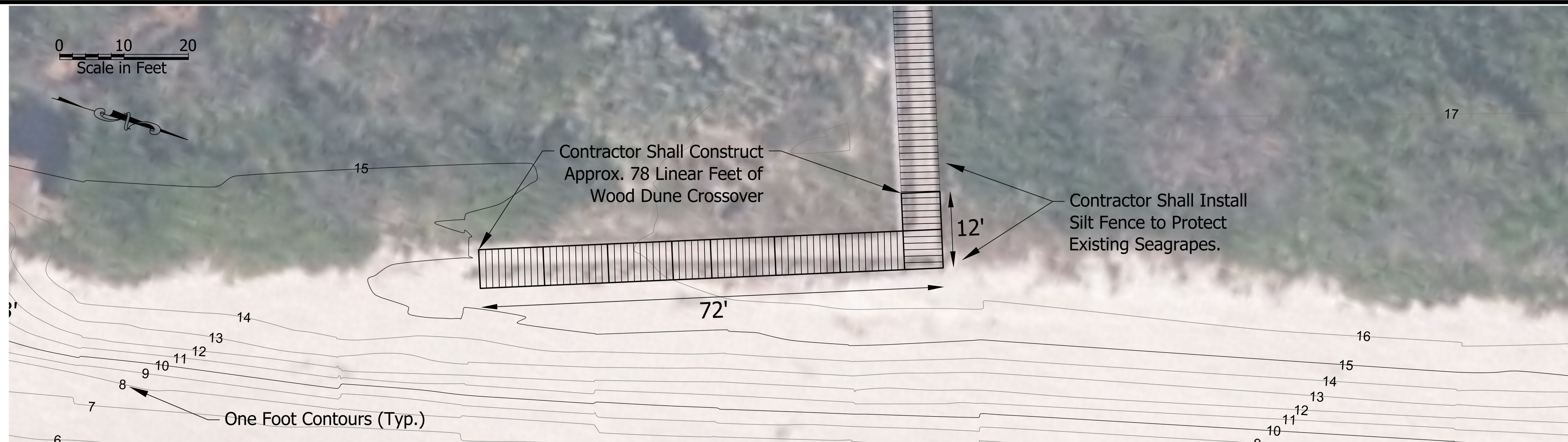
NORTH DUNE CROSSOVER ELEVATION VIEW



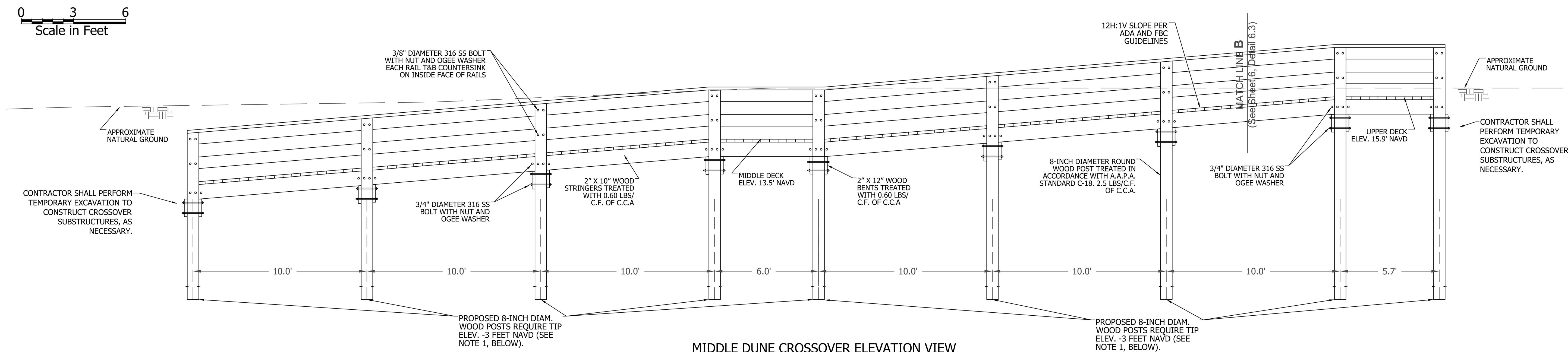
NORTH DUNE CROSSOVER PLAN VIEW

- General Notes:
1. Contractor shall temporarily excavate as necessary to accommodate installation of 8-inch diameter wood post to specified tip elevation. Excavated beach material shall be retained on site and returned to previous location and grade elevation.
  2. Prior to Demolition/Construction, Silt Fence to be Installed on Either Side of Boardwalk to Protect Existing Vegetation.
  3. Existing elevations that are shown represent approximate existing dune and beach elevations in feet NAVD due to constantly changing conditions.

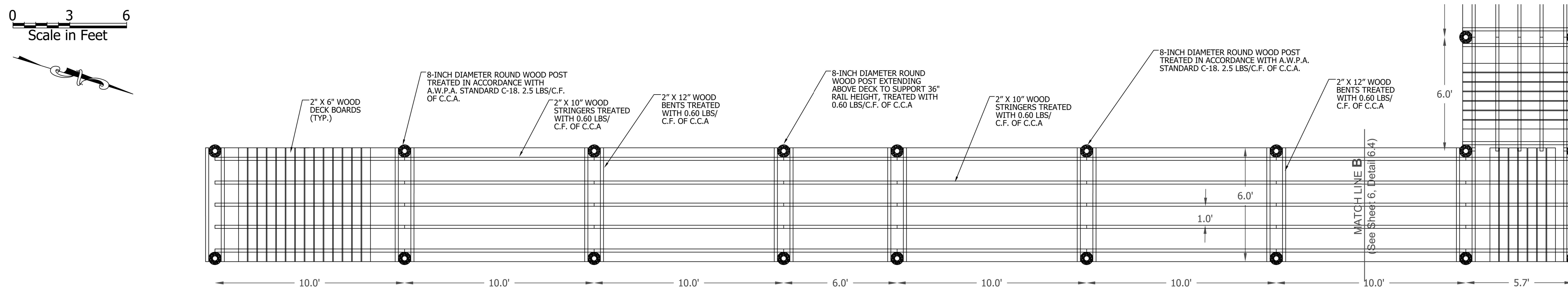




MIDDLE DUNE CROSSOVER CONSTRUCTION SITE PLAN



MIDDLE DUNE CROSSOVER ELEVATION VIEW



MIDDLE DUNE CROSSOVER PLAN VIEW

General Notes:

1. Contractor shall temporarily excavate as necessary to accommodate installation of 8-inch diameter wood post to specified tip elevation. Excavated beach material shall be retained on site and returned to previous location and grade elevation.
2. Prior to Demolition/Construction, Silt Fence to be Installed on Either Side of Boardwalk to Protect Existing Vegetation.
3. Existing elevations that are shown represent approximate existing dune and beach elevations in feet NAVD due to constantly changing conditions.

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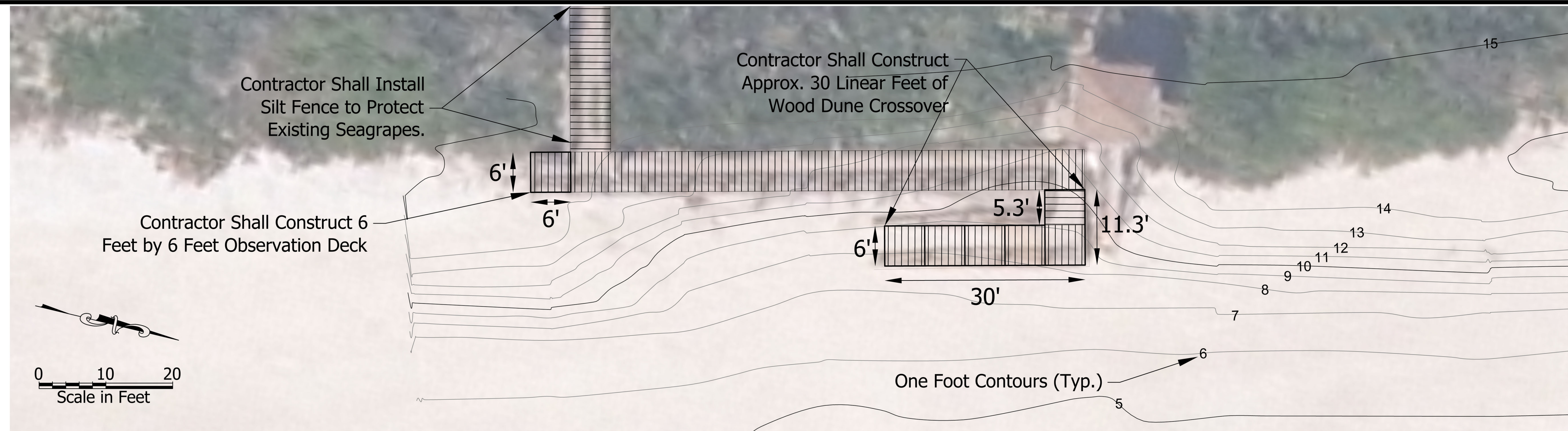
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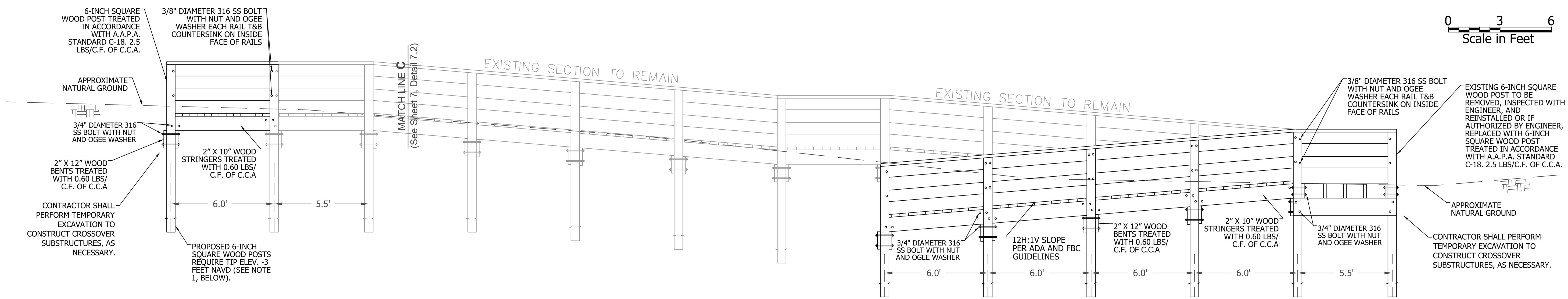
Construction Plan / Middle Dune Crossover Plan & Profile

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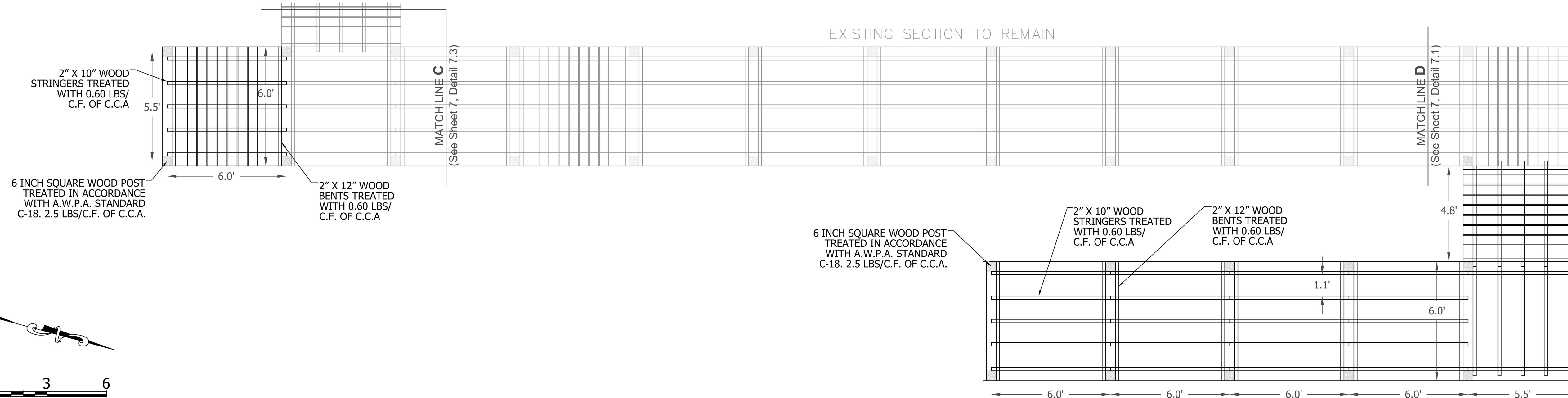




SOUTH DUNE CROSSOVER CONSTRUCTION SITE PLAN



SOUTH DUNE CROSSOVER ELEVATION VIEW



SOUTH DUNE CROSSOVER PLAN VIEW

General Notes:

1. Contractor shall temporarily excavate as necessary to accommodate installation of 8-inch diameter wood post to specified tip elevation. Excavated beach material shall be retained on site and returned to previous location and grade elevation.
2. Prior to Demolition/Construction, Silt Fence to be Installed on Either Side of Boardwalk to Protect Existing Vegetation.
3. Existing elevations that are shown represent approximate existing dune and beach elevations in feet NAVD due to constantly changing conditions.

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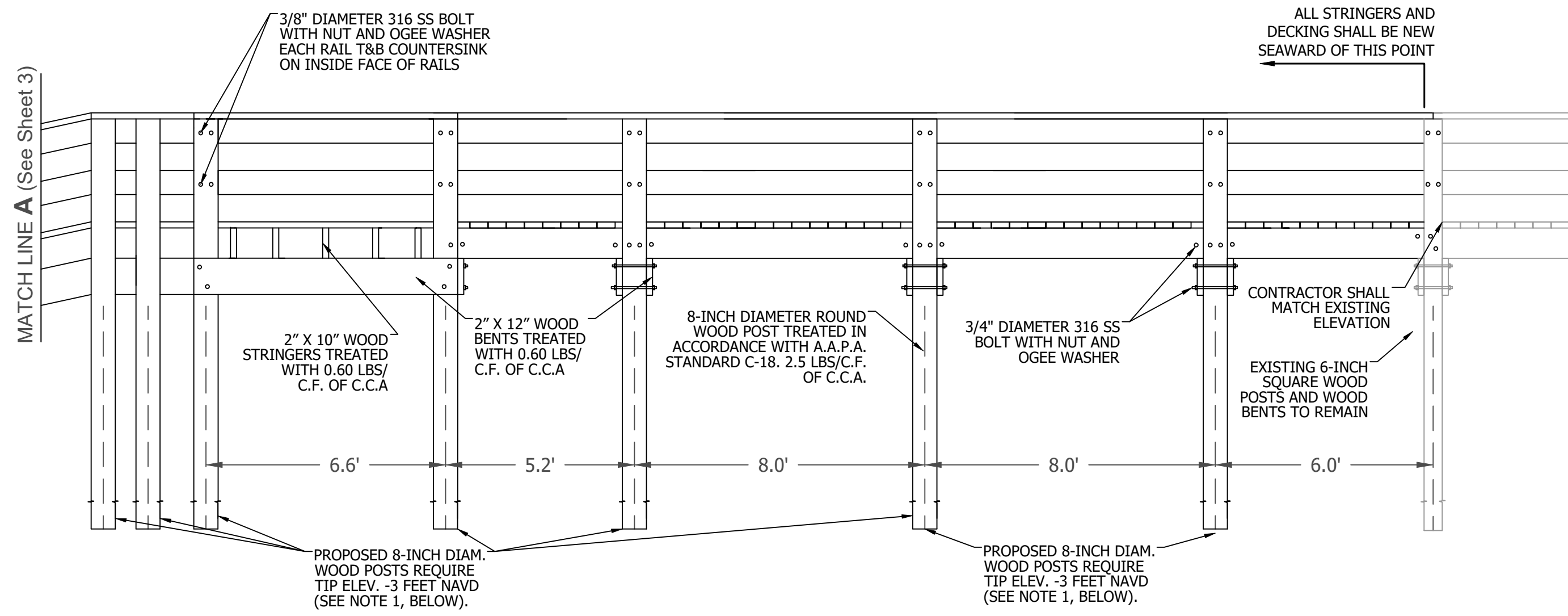
Construction Plan / South Dune Crossover Plan & Profile

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Scale	AS NOTED
Project Number	2042306
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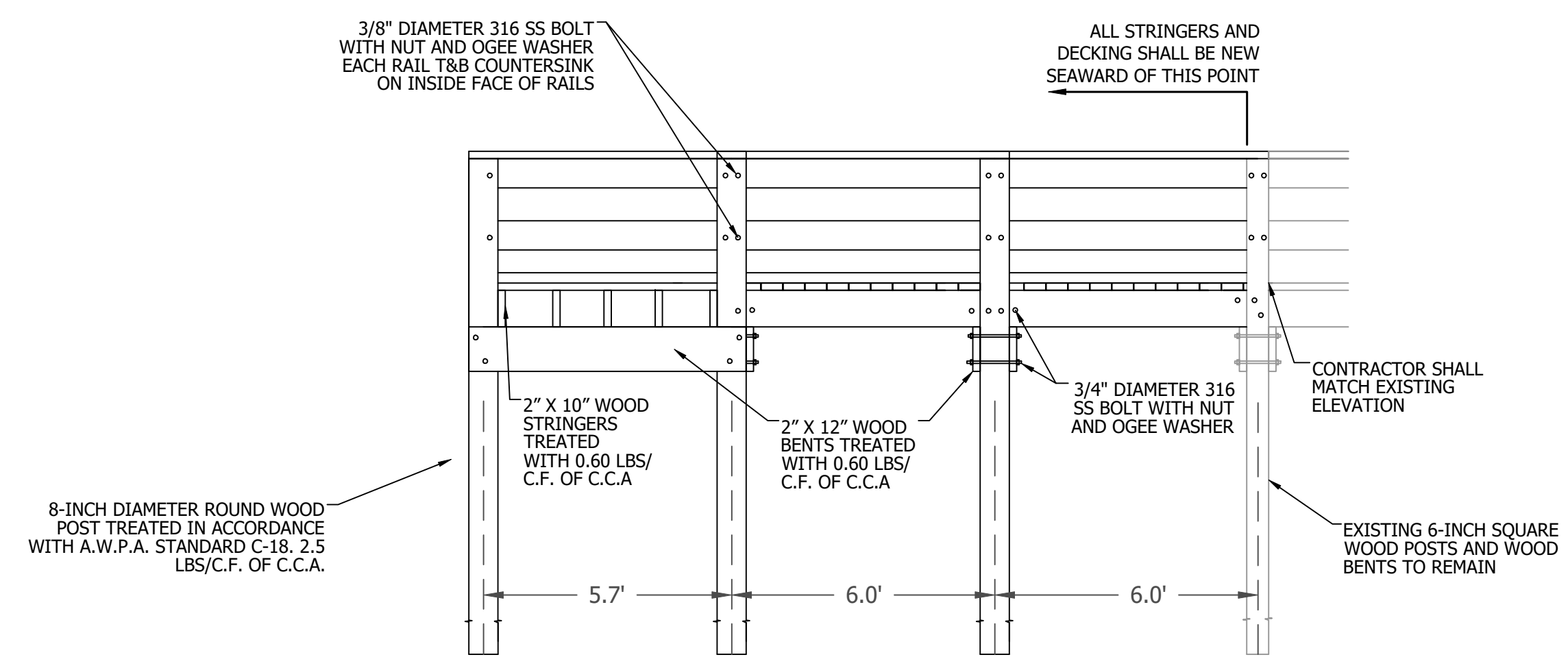
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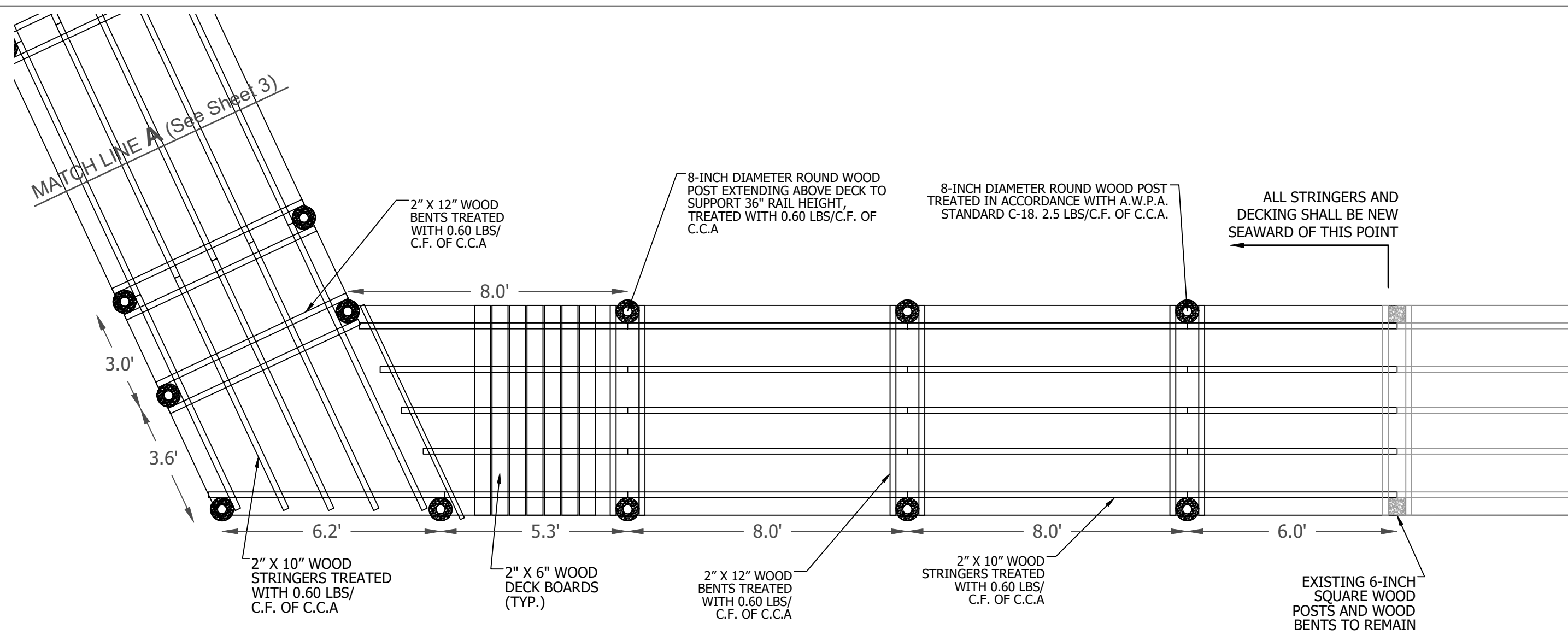




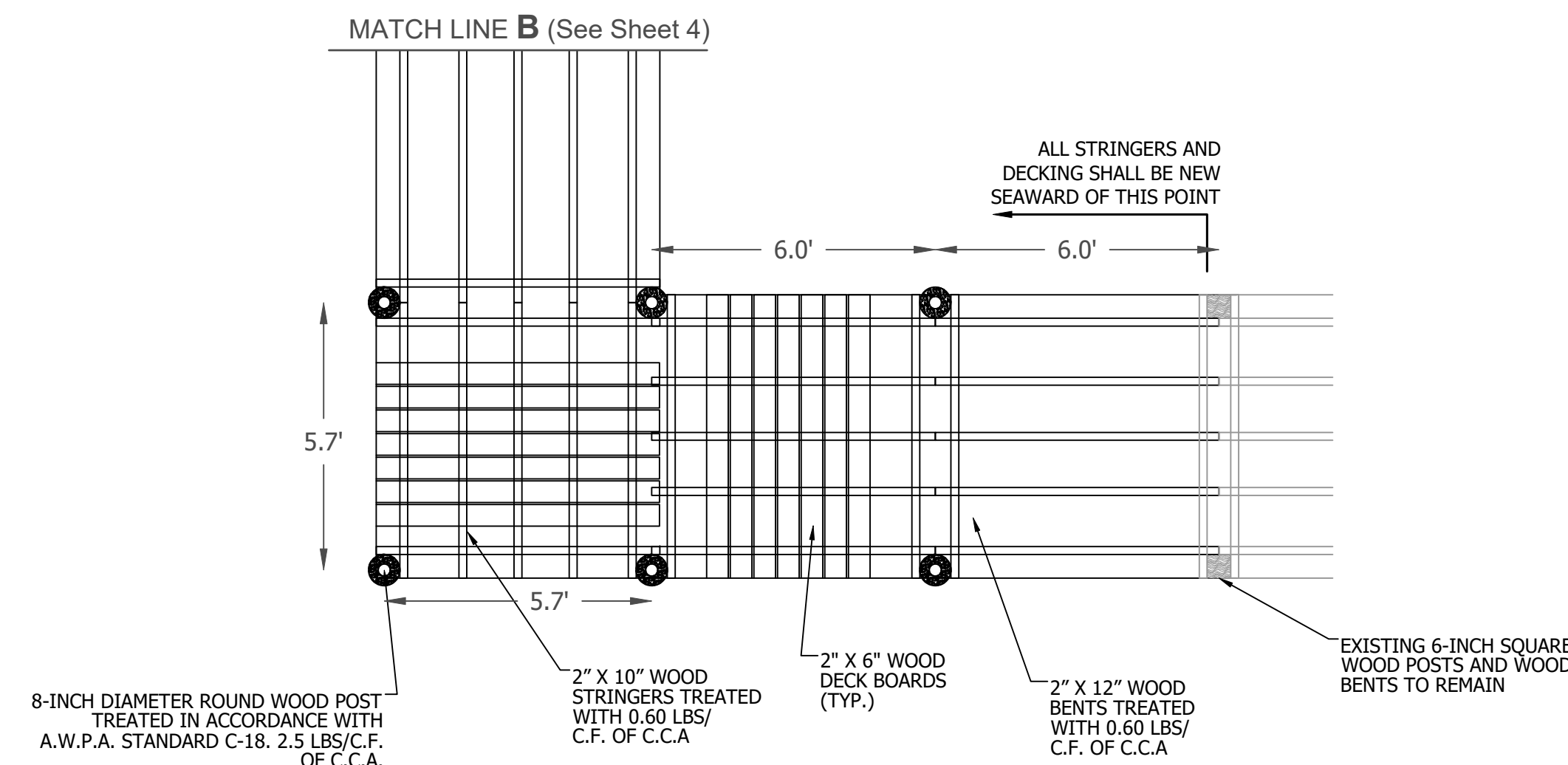
Detail 6.1 - North Dune Crossover Elevation View - Beach Location (SOUTH VIEW)



Detail 6.3 - Middle Dune Crossover Elevation View - Beach Location (SOUTH VIEW)



Detail 6.2 - North Dune Crossover Plan View (Continued from Sheet 3) (NOTE VIEW ORIENTATION ROTATED)



Detail 6.4 - Middle Dune Crossover Plan View (Continued from Sheet 4) (NOTE VIEW ORIENTATION ROTATED)

**GENERAL NOTES**

1. Elevations refer to North American Vertical Datum (NAVD 88).
2. Existing elevations that are shown represent approximate existing dune and beach elevations in feet NAVD due to constantly changing conditions.
3. All existing Dune Crossover structures and existing lumber, piles, posts, debris and all steel rods within the project area shall be removed and disposed of at an approved upland site.
4. All construction activities, sediment control devices, and equipment shall be operated and maintained in a manner so as to protect marine life from harm as described in the Contract Documents and permits.
5. Any damage to existing upland features by the Contractor shall be repaired at no cost to the Owner and restored to pre-construction condition or better as approved by the Engineer and the property owner.
6. Contractor shall make all arrangements with any and all property owners for use of any and all properties for access, staging, and any construction related activities including the acquisition of any licenses or agreements for using such properties. The Contractor shall provide documentation from those property owners that permission has been granted for use of properties and at the end of the project that the property has been restored to the satisfaction of the property owners.
7. All wood for handrail shall be pressure treated southern pine No.1 common grade, and all wood pile bents and stringers shall be pressure treated southern pine No. 2 common grade.
8. All exposed edges of the structural members of handrails and deck planks shall be beveled and sanded smooth to remove splinters and sharp edges. All corners and splices shall be fitted neatly and be of high quality workmanship.
9. All fasteners shall be 316 stainless steel unless otherwise specified.

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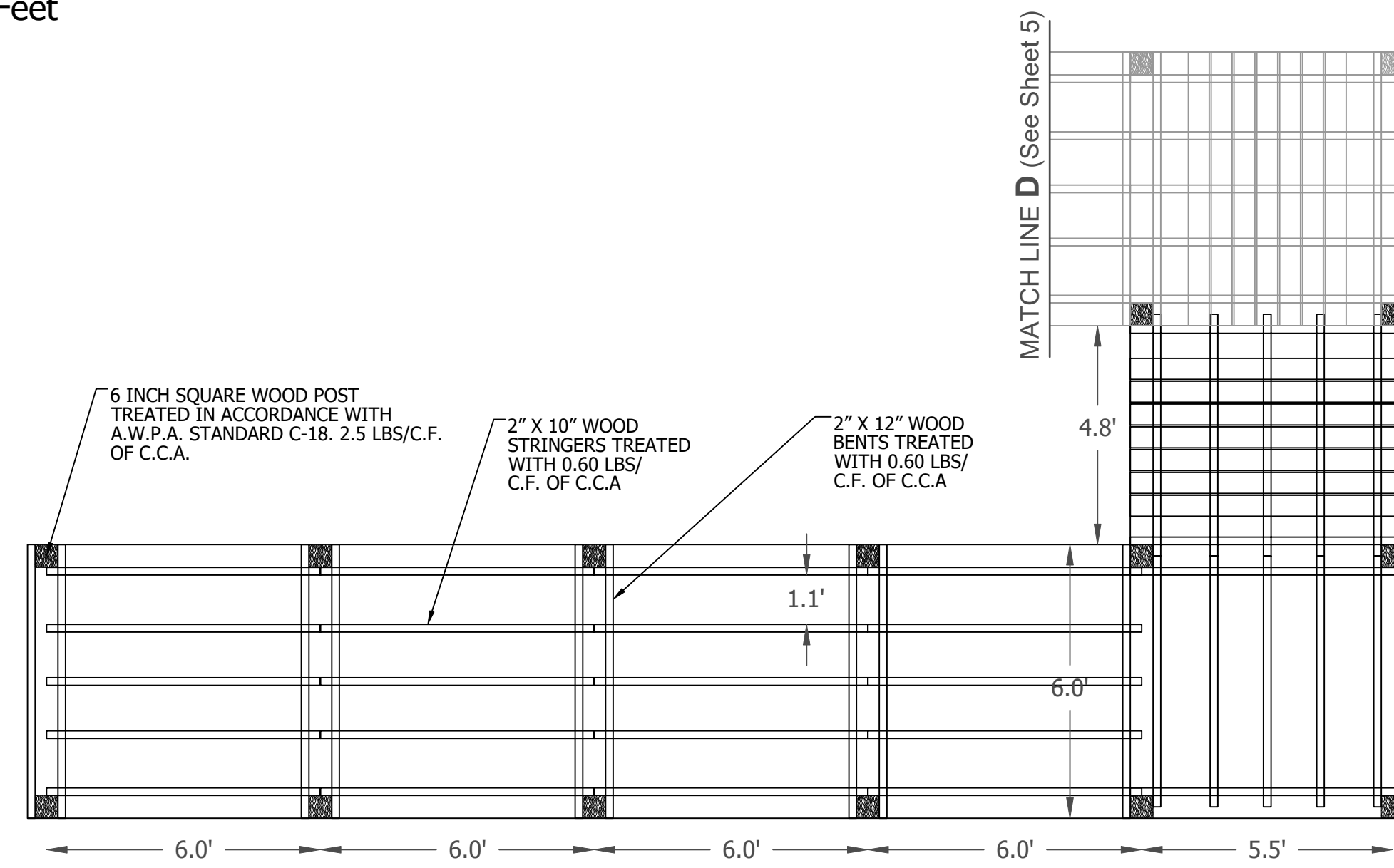
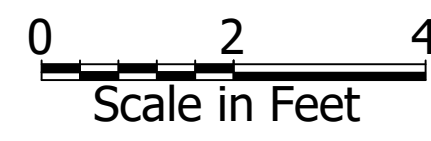
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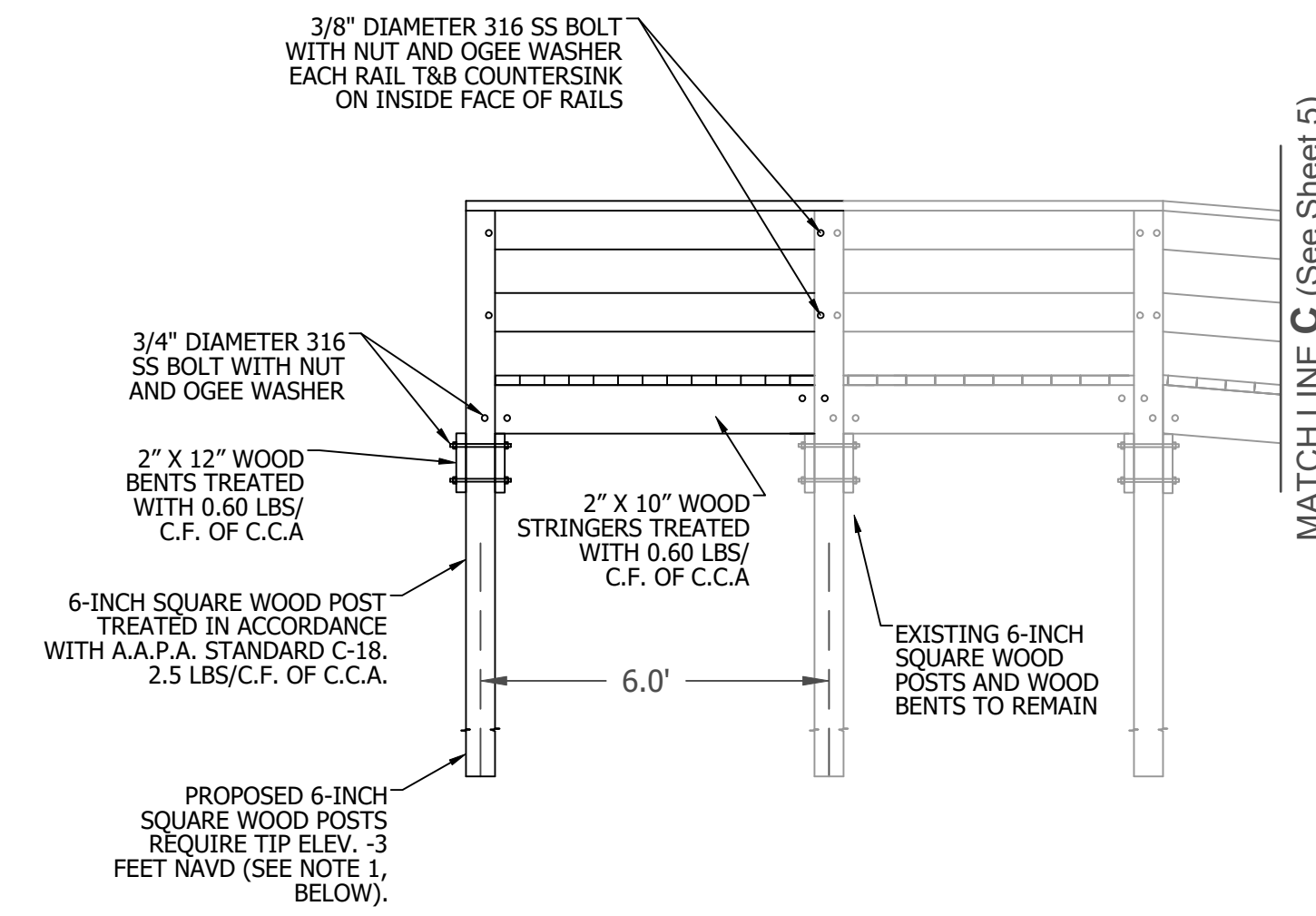
Dune Crossover Plan & Profile / Details and Notes

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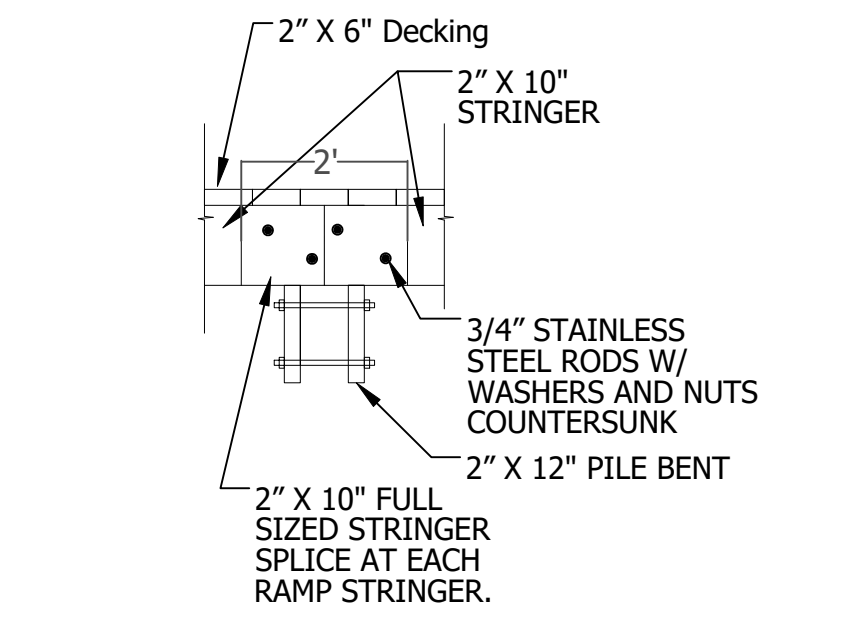




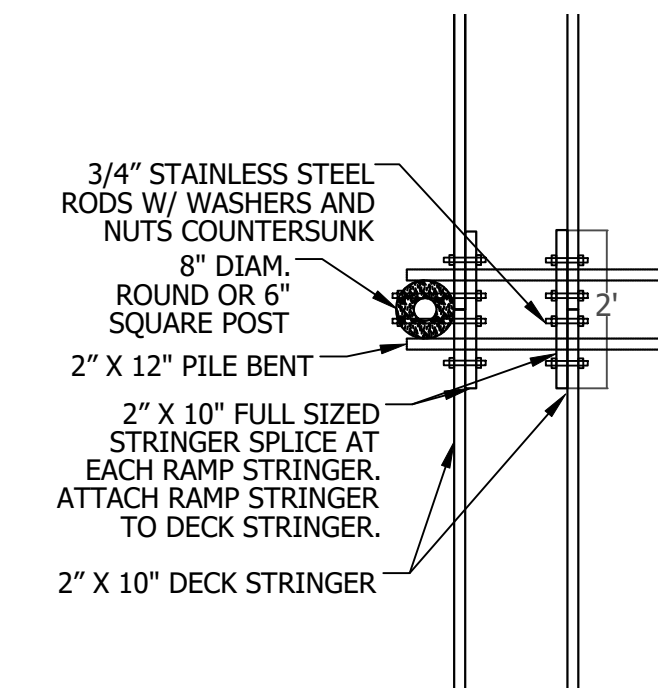
Detail 7.1 - South Dune Crossover Plan View - Lower Ramp Repair



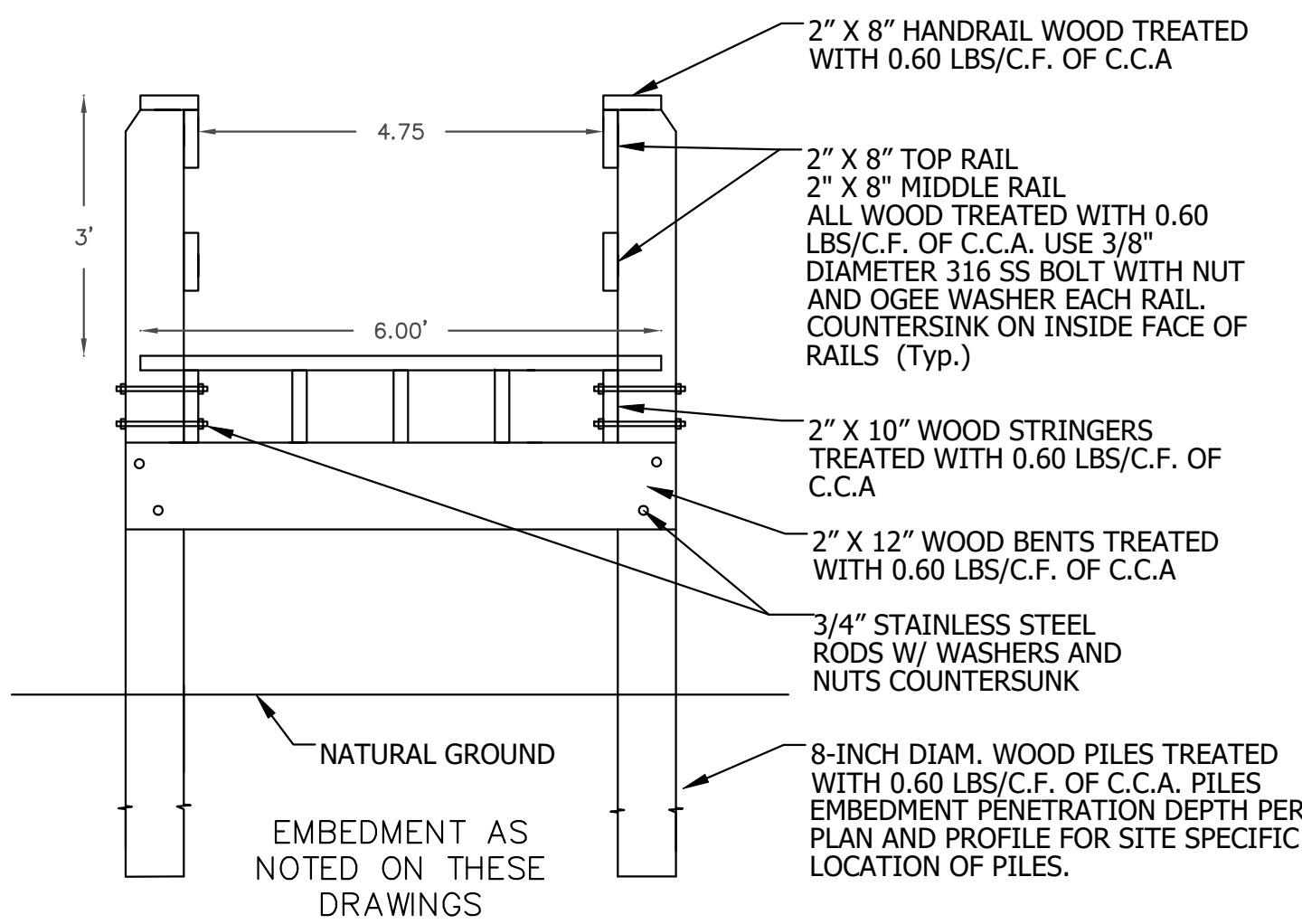
Detail 7.2 - Observation Deck Elevation View - South Dune Crossover  
Scale: 1 Inch = 2 Feet



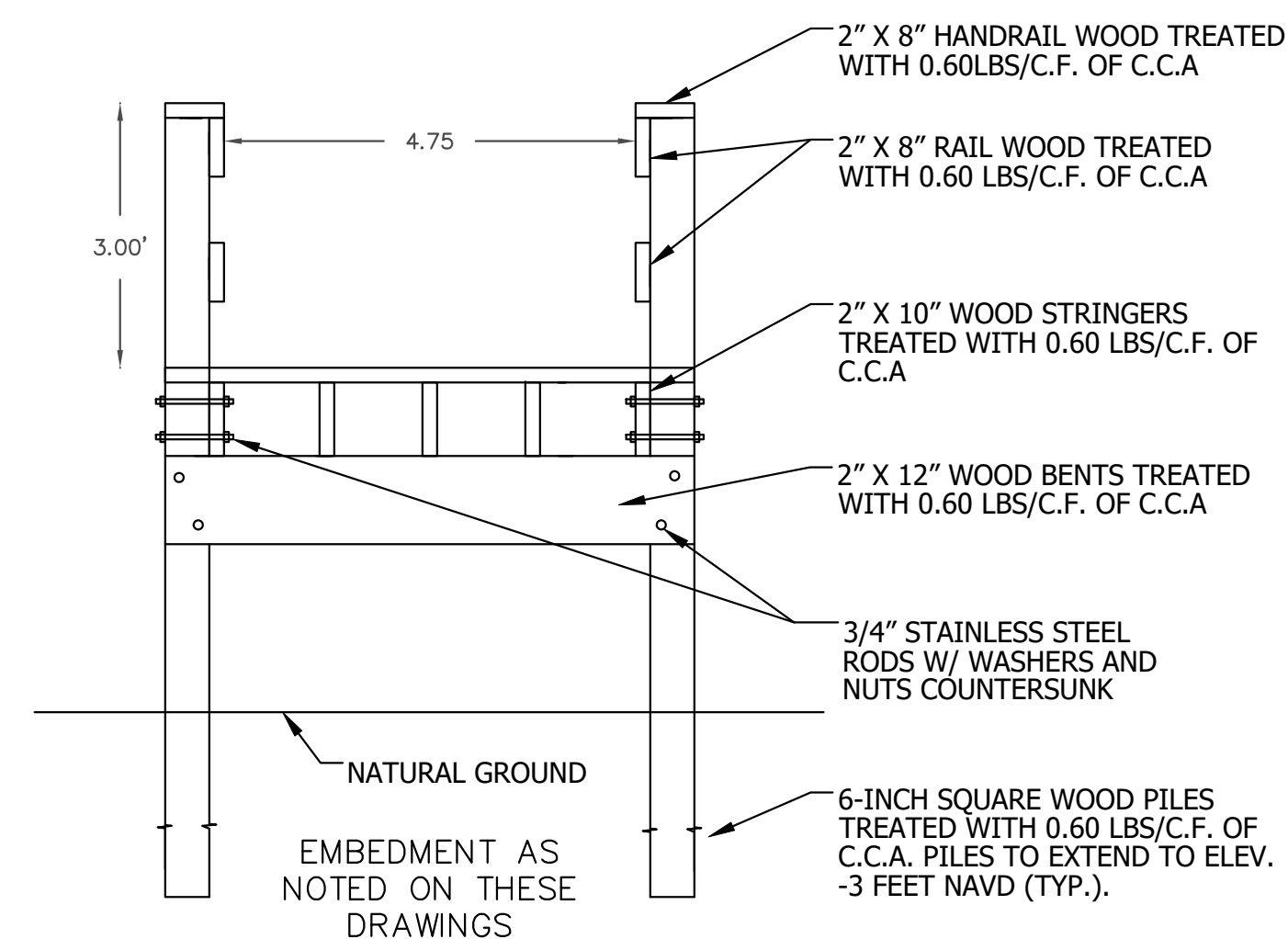
Typical Stringer Splice Elevation Detail  
Not to Scale



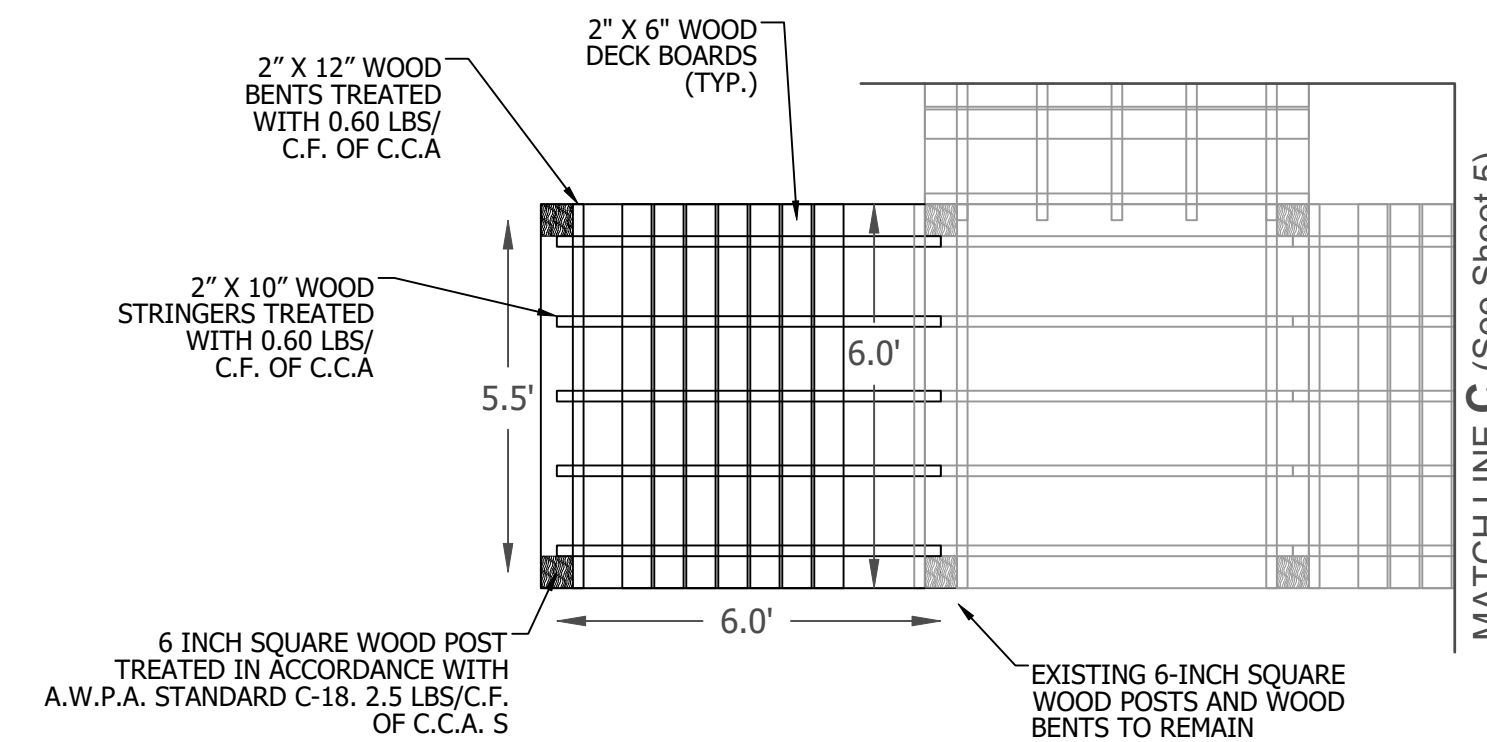
Typical Stringer Splice Plan Detail  
Not to Scale



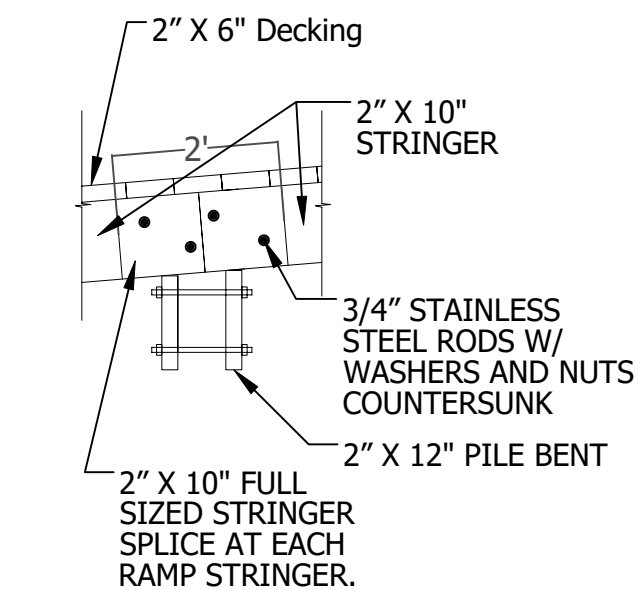
Wood Handrail Detail on 8-inch Round Posts  
Scale: 1 Inch = 3 Feet



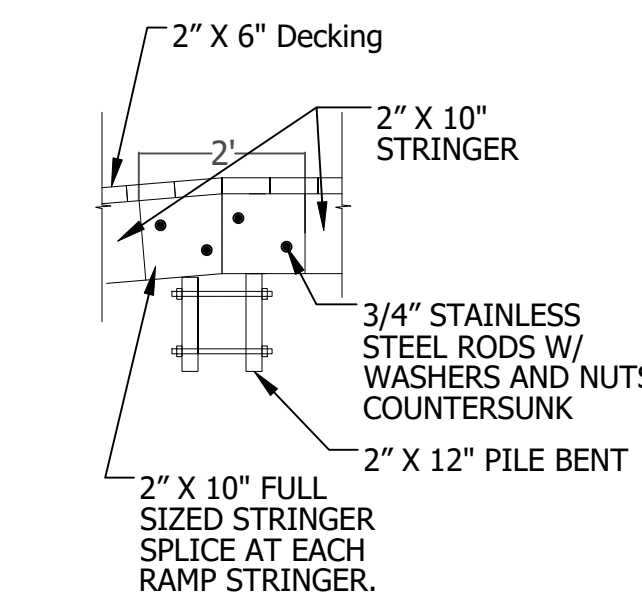
Wood Handrail Detail on 6-inch Square Posts  
Scale: 1 Inch = 2 Feet



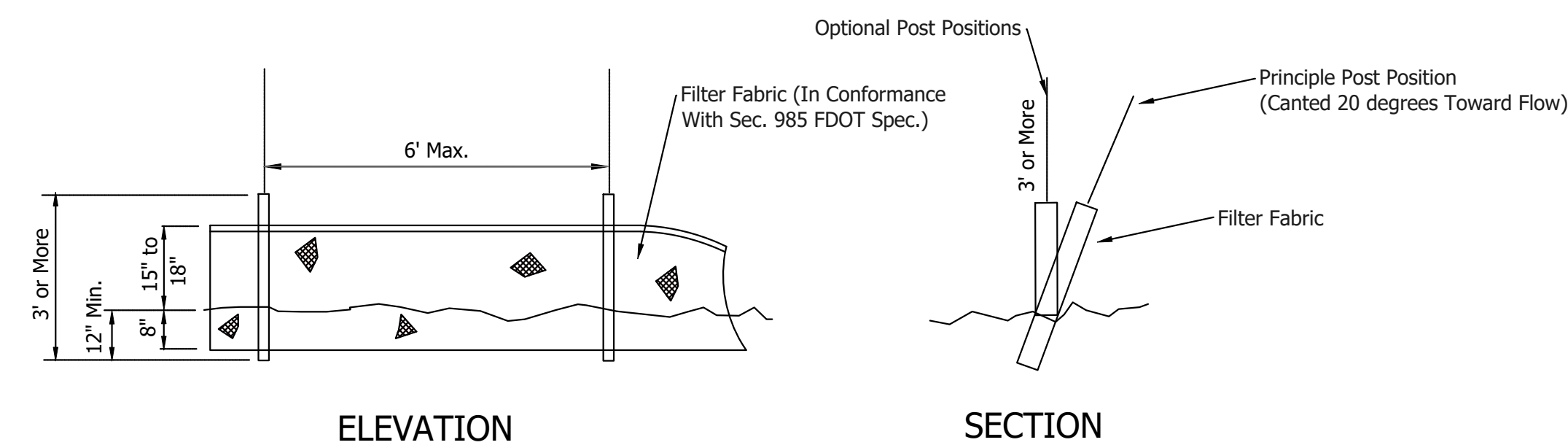
Detail 7.3 - Observation Deck Plan View - South Dune Crossover  
Scale: 1 Inch = 2 Feet



Ramp Stringer Splice Detail  
Not to Scale



Ramp to Landing Stringer Splice Detail  
Not to Scale



ELEVATION

SECTION

Sediment Control Details and Notes

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Dune Crossover Plan & Profile / Details and Notes

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