

# **CITY OF STUART, FLORIDA**

## **BID DOCUMENTS**

**For**

**ITB #2016-299**

### **WATERSHED IMPROVEMENTS, INCLUDING CONSTRUCTION OF PUBLIC ACCESS BOARDWALK AT POPPLETON CREEK MANGROVE PARK**

**Submit by mail or hand deliver to:**  
Procurement & Contracting Services Office  
City of Stuart City Hall  
121 S.W. Flagler Avenue  
Stuart, Florida 34994-2172

**Submit no later than: 2:30 P.M.  
January 6, 2016**



City of Stuart  
Procurement & Contracting Services Office  
121 S.W. Flagler Avenue  
Stuart, Florida 34994-2172  
Telephone: (772) 288-5308  
Fax Line: (772) 288-5381

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**SECTION I**  
**LEGAL NOTICE FOR ITB # 2016-299**

**“WATERSHED IMPROVEMENTS, INCLUDING CONSTRUCTION OF PUBLIC ACCESS  
BOARDWALK AT POPPLETON CREEK MANGROVE PARK”**

The Stuart City Commission, Stuart, Florida is soliciting licensed general contractors with the expertise to improve water quality, rehydrating mangrove wetlands, landscape beautification, and constructing a public access boardwalk to complete the work as specified and in accordance with drawings, specifications, and other contract documents.

**Description:** The project consists of work to construct a surface water conveyance system with littoral wetlands for the purpose of rehydrating tidally influenced mangrove wetlands and improving water quality within the Poppleton Creek Watershed; and construction of a public access boardwalk over the created surface water conveyance system and wetlands, including plant installation. The project is located at the southeast corner of Palm City Road and Poppleton Creek within a 4.3 acre property at Mangrove Park. Contractor shall provide all labor, equipment, and materials necessary to perform all operations for this service

A complete bid package can be obtained by contacting the City’s Procurement & Contracting Services Office at 772-288-5320, [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us) or from Onvia DemandStar at <http://www.demandstar.com> or by calling (800) 711-1712. The City of Stuart is not responsible for the content of any bid package received through any 3<sup>rd</sup> party bid service or any source.

There will be a **non-mandatory pre-bid conference** held at the City Hall Annex, 300 SW St. Lucie Avenue, Stuart, Florida at **2:00 pm, December 15, 2015**. All prospective bidders are encouraged to attend. Attendance is highly recommended, but is not mandatory.

Firms desiring to provide the services described shall submit one (1) original and two (2) copies of their bid, containing all of the required information **no later than 2:30 pm, January 6, 2016**. Submittals received after that date and time will not be accepted or considered and will be retained in the Procurement Office unopened.

In compliance with the Americans with Disabilities Act (ADA), anyone desiring to attend this proposal opening who needs a special accommodation should contact the City’s ADA coordinator at 772-288-5306 or TDD at 772-288-5302 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

**Mail/Overnight/Hand Deliver Submittal Responses to:**  
**Stuart City Hall**  
**Procurement & Contracting Services Office**  
**121 S.W. Flagler Avenue**  
**Stuart, Florida 34994**

**Mark outside of envelope: ITB #2016-299 “Watershed Improvements, Including  
Construction of Public Access Boardwalk at Poppleton Creek Mangrove Park”**

**Publish Date: December 4, 2015**

**SECTION II**  
**MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

*The City of Stuart, Florida is committed to providing opportunities for all small business, with special attention directed to minority and women owned firms. The City of Stuart encourages contractors to use minority and women owned businesses as subcontractors. While the City does not have a preference or set aside program, it is the desire of the City that small businesses be assisted in participating in this work. If you have any difficulty in determining the requirements of this bid invitation, filling out the documents, or to become a registered vendor for goods and services with the Public Works Department for construction projects, please call (772) 288-5320 or write to [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).*

*This is the policy of the City Commission of the City of Stuart, Florida as evidenced by various sections of the Florida Statutes and local City Ordinances.*

*If we can be of any help please let us know!*



**SECTION III**  
**INSTRUCTIONS TO BIDDERS**

The following instructions are given for the purpose of guiding bidders in properly preparing their bids. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. QUALIFICATIONS OF BIDDERS: No bid will be accepted from, nor will any contract be awarded to, any person who is in arrears to the CITY OF STUART, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City Commission of Stuart in its sole discretion.

2. PERSONAL INVESTIGATION: Bidders shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost. No information derived from maps, plans, specifications, or quantities from the Public Works Director, City Manager, Engineer of Record or their assistants shall relieve the contractor from any risk or from fulfilling all terms of the contract.

3. INCONSISTENCIES: Bidders must request clarification of any seeming inconsistency between different provisions of the plans, specifications, bid or contract, or any point requiring explanation, in writing, at least ten (10) days prior to the time set for opening bids. After bids are opened, the bidders shall abide by the decision of the Procurement Manager as to such interpretation.

4. MEETING SCHEDULE: Bidders shall familiarize themselves with the following schedule.

A. Non-Mandatory Pre-bid Conference: There will be a **non-mandatory pre-bid conference** held in the City Hall Annex conference room, 300 SW St Lucie Avenue, Stuart Florida 34994 at **2:00 PM, December 15, 2015**. Attendance is highly recommended, but is not mandatory.

B. Bid Opening: Firms desiring to provide the goods and services described above shall submit their bids, containing all of the required information on the proper bid forms **no later than 2:30 PM, January 6, 2016**. Bids will be opened and read in public. It is the sole responsibility of the bidder to assure that bids are received no later than the specified time and date.

C. Preconstruction Conference: The City will schedule a preconstruction conference within fifteen (15) business days after Notice to Award.

5. ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Procurement & Contracting Services Manager such interpretation in writing. To be considered, such request must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all interpretations and any supplemental instructions will be in the form of written addenda. Failure of any bidder to receive any such



addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract document. Contractor shall verify that he has all addenda before submitting his bid. Acknowledgement of all addenda issued during the solicitation process must be acknowledged within the bid and incorporated in the bid submitted.

**All questions or requests for additional information shall be directed to the Procurement and Contracting Services Division at 772-288-5320, fax 772-600-0134, email: [purchasing@ci.stuart.fl.us](mailto:purchasing@ci.stuart.fl.us).**

6. LEGAL CONDITIONS: Bidders are notified to familiarize themselves with the provisions of the laws of the State of Florida relating to hours of labor on municipal work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of Stuart.

7. PUBLIC ENTITY CRIMES: 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

8. FORMS OF BIDS: *Each bid and its accompanying statements must be made on and only on the blanks provided (The pages so marked). Submission of a bid in any other format **MAY BE GROUNDS FOR REJECTION OF THE BID**. Additional copies of the proposal forms are available on request from the Procurement Manager or the forms may be photocopied from this package. The forms must be submitted in good order, with all the blanks filled in. Three (3) fully completed bid forms (original and two copies) must be enclosed in a sealed envelope when submitted to the Office of the Procurement Manager. Bids may be hand delivered, mailed or sent by courier delivery service to “Office of the Procurement Manager, City Hall, City of Stuart, Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994-2172. All bids must show the name of the bidder and the bidder’s business address. The bid must be signed by one duly authorized to do so, and in cases where signed by a deputy or subordinate, the principal’s properly written authority to such deputy or subordinate must accompany the bid. No bid will be accepted, for any reason whatsoever, which is not submitted to the Office of the Procurement Manager as stated above, by the specified time and date due.*

9. BID BOND: A certified check, cashier’s check or bank officer’s check, for the sum set forth in the advertisement, **not less than 10% of the total bid**, made payable to the City of Stuart, Florida, or bid bond in such amount, **shall accompany each bid of \$50,000 or more** as evidence of the good faith and responsibility of the bidder. The check or bond shall be retained by the City as liquidated damages should the bidder refuse to or fail to enter into a contract for the execution of the work embraced in this bid, in the event the bid of the bidder is accepted. Retention of such amount shall not be construed as a penalty or forfeiture.

As soon as a satisfactory contract has been executed and the Payment & Performance bonds furnished and accepted, the check or bond accompanying the bid of the successful bidder will be returned. The City will return the certified or other checks or bid bonds of the unsuccessful bidders to them only upon the acceptance of the bid of the successful bidder and formal award of a contract by the City Commission.

10. FILLING IN BIDS: All prices must be stated in the bid schedule, and all bids must fully cover all items for which bids are asked and no other. Bidders are required to state the names and places of residence of all persons interested, and if no other person is interested, the bidder shall distinctly state such fact and shall state that the bid is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the bid.

11. CAUSES FOR REJECTION: No bid will be canvassed, considered or accepted which, in the opinion of the City Commission, is informal or unbalanced, or contains inadequate or unreasonable prices for any items. Each item must carry its own proportion of the cost as nearly as is practicable. Any alteration, erasure, interlineation, failure to specify bids for all items called for in the schedule or failure to acknowledge any and all addenda shall render the bid non-responsive, subject to rejection.

12. REJECTION OF BIDS: The City reserves the right to reject any or all bids for any reason or no reason in the sole discretion of the City. Further a bid may be rejected if the evidence submitted by the bidder, or if the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. A bid will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed in the best interests of the City.

13. WITHDRAWALS: Any bidder may, without prejudice to himself, withdraw his bid at any time prior to the expiration of the time during which bids may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the original bid. After bid opening, no bid can be withdrawn, modified, or explained.

14. CONTRACT: The bidder to whom award is made shall execute a written contract as approved by the City Attorney to include an indemnification and insurance requirements to do the work and maintain the same in good order until final acceptance by the proper authorities, and shall furnish good and sufficient bonds as specified within ten (10) days after receiving such contract for execution. If the bidder to whom the first award is made fails to enter into a contract as provided, the award may be rescinded and the contract let to the next higher bidder who is reliable and responsible in the opinion of the City Commission. Such bidder shall fulfill every stipulation as if he were the original party to whom award was made.

The contract shall provide that the Contractor agrees to correct any defective or faulty work or material, which may appear within one (1) year after completion of the work and receipt of final payment.

15. ENFORCEMENT OF SPECIFICATIONS: Copies of the specifications will be placed in the hands of all the assistants to the Public Works Director and Inspectors employed on the work, who shall enforce each and every requirement of the contract. Such assistants shall have no authority to vary from such requirements.

16. COPIES OF PLANS AND SPECIFICATIONS: Copies of the specifications, details, contract and bonds are on file in the Office of the City Procurement & Contracting Services Division of Stuart and in the office of the City's Engineer of Record

17. PAYMENT AND PERFORMANCE BONDS: The successful bidder shall furnish bonds written by a Corporate Surety company, holding a Certificate of Authority from the Secretary of the Treasury of the United States as acceptable sureties on federal bonds, in an amount equal to the total amount payable by the terms of the contract, executed and issued by a Resident Agent licensed by and having an office in the State of Florida, representing such Corporate Surety, conditioned for the due and faithful performance of the work, and providing in addition to all other conditions, that if the Contractor, or his or its subcontractors, fail to duly pay for any labor, materials, or other supplies used or consumed by such Contractor, or his or its subcontractor or subcontractors, in performance of the work contracted to be done, the Surety will pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the rate of 8% per annum, and that they shall indemnify and save harmless the City of Stuart to the extent of any and all payments in connection with carrying out of the contract, which the City may be required to make under the law.

The Contractor is required at all times to have valid payment and performance bonds in force covering the work being performed. Failure to have such bonds in force at any time shall constitute a default on the part of the Contractor. A bond written by a surety, who becomes disqualified to do business in the State of Florida, shall automatically constitute a failure on the part of the Contractor to meet the above requirements.

Such bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of contract price, or an additional bond shall be conditioned that the Contractor will correct any defective or faulty work or material which appear within one (1) year after completion of the contract, upon notification by the City

18. SPECIFICATIONS: The specifications referred to in this project are the Detailed Specifications and the General Conditions contained in this bid package. The above referenced specifications are made a part of all projects or improvements let for bid by the City of Stuart and shall be complied with when preparing their bids and during construction of any work awarded.

19. AUDIT OF CONTRACTOR'S RECORDS: Upon execution of the Contract, the City reserves the right to conduct any necessary audit of the Contractor's records. Such an audit, or audits, may be conducted by the City or its representatives at any time prior to final payment, or thereafter, for a period up to three years. The City may also require submittal of the records from the Contractor, the Subcontractor or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the City to assure compliance with the contract provisions. The Contractor shall assure that his Subcontractor will provide access to his records pertaining to the project upon request by the City.

Failure of the Contractor or Subcontractor to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a Subcontractor at the option of the City.

20. PUBLIC RECORDS ACT: The successful proposer must be in compliance with F.S. 119.07 Public records act Contractor shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

21. PERIODIC ESTIMATE FOR PARTIAL PAYMENT: After the Contractor has submitted a periodic estimate for the partial payment of labor, services and materials; and said request is approved and certified by the Engineer of Record and the Office of the City Public Works Director, the City shall make prompt payment of all undisputed amounts in the manner provided for in the Contract Documents and under Florida law. The normal payment processing period of all undisputed amounts will be no more than the 20 days allowed under Florida Law.

22. PERMITS: The Contractor is responsible for applying for and obtaining any and all required building, demolition or excavation permits required by any municipality or county having jurisdiction over the conduct of the work being pursued (to include the City of Stuart and Martin County). The Contractor should take every precaution that he is aware of the cost of all required permit fees and should include those costs in his bid in the appropriate item. The City will obtain the United States Army Corps of Engineer's Permit.

23. INSURANCE: The bidder should note that any work in connection with this bid requires all of the following types of insurance from both the prime contractor and all his or her subcontractors. **These requirements may be unique to the City of Stuart.** All policies shall be with insurers qualified and doing business in the State of Florida. The insurance requirements specific to this project are contained in Section VI.

**CITY OF STUART**

**SECTION IV**

**FORMS**

**BID FORM**

(The following pages **must** be properly filled out and submitted to the City of Stuart in order to bid on this project. Failure to completely fill out these pages, not submitting all pages or submitting bids in other formats may result in rejection of the bid.)

TO THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA

Ladies and Gentlemen:

The undersigned, hereinafter called the bidder, hereby proposes to furnish all labor, tools, materials and supplies, and to sustain all the expense incurred in doing the work herein set forth, that may be awarded to the undersigned by the City of Stuart, Florida, through its proper officers, and to do the same strictly in accordance with the plans and contract documents on file in the office of the City Clerk of Stuart, Florida, which are hereby referred to and made a part hereof, at the following unit prices:

<p><b>Bidder's Company Name:</b> _____</p> <p><b>Street Address:</b> _____</p> <p><b>City, State, Zip Code:</b> _____</p> <p><b>Contact Name:</b> _____ <b>Title:</b> _____</p> <p><b>Bidder's Telephone #:</b> _____</p> <p><b>Bidder's Fax #:</b> _____</p> <p><b>Bidder's E-mail Address:</b> _____</p> <p><b>Total Amount of Bid: \$</b> _____</p>
--

## **BID ITEM DESCRIPTIONS**

1. **Mobilization / Demobilization / General Conditions:**

The work specified in this section consists of the preparatory work and operations in mobilizing for commencing work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by the specifications, the special provisions, and State and local laws and regulations. All costs for bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well as the cost of the removal of the above items, shall also be included in this Section.

At the pre-construction meeting, the Contractor shall submit a tentative work schedule, including a list of subcontractors and emergency contacts and phone numbers.

2. **Pre-Construction Video:**

The Contractor shall be required to provide a video of the project depicting the pre-construction conditions including all potentially impacted areas both within and outside the project boundaries. The video shall be professionally produced by a provider acceptable to the City of Stuart Public Works Department, and shall contain such detail and video quality necessary to verify pre-construction conditions.

3. **Survey:**

Provide professional surveying and mapping work required for the execution of the contract, including verification of existing survey data, construction layout, and production of the as-built drawings. This work shall be performed by a surveyor that is licensed by the State of Florida as a professional surveyor and mapper pursuant to Chapter 474, F.S. At the completion of construction, the contractor shall provide a digital file and three copies of a certified as-built survey.

4. **Erosion and Sediment Control Measures:**

Prior to construction commencing, the Contractor shall construct all required erosion and sediment control measures, including but not limited to: construction entrance, silt fence, floating turbidity barriers, and turbidity monitoring/reporting. These measures shall be maintained during the entire period of construction, including any extensions in contract time. This work shall also include the preparation of any required Stormwater Pollution Prevention Plan (SWPPP), including modifications and updates. The Contractor shall obtain and comply with all provisions of the Florida Department of Environmental Protection (FDEP) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities. Within 14 calendar days after the site has achieved final stabilization and all discharges authorized by the NOI are eliminated, the Contractor shall submit a completed Notice of Termination to FDEP.

5. **Clear and Grub Existing Mangroves:**

Work includes furnishing all services, labor, equipment, and materials necessary to clear and grub. Remove and dispose of existing trees, downed timber, shrubs, bushes, vines, snags, stumps, brush, limbs, and other vegetative growth at the locations indicated on the plans. After clearing, remove and dispose of wood or root matter including stumps, trunks, roots, and root systems. All excess materials resulting from the clearing and grubbing operations shall be removed and disposed offsite and in accordance with the requirements of the applicable governing agencies, at the expense of the Contractor. The Old City Landfill is a potential off-site disposal location. Burning of logs, stumps, roots, and other vegetative material on the site will not be permitted. Chipping of vegetative materials is permitted. However, the Contractor shall bear all of the costs associated with chipping of vegetative material and disposal of the resultant chips at an approved location. Contractor shall protect trees, shrubs, and other vegetative growth which are not designated for removal.

6. **Earthwork:**

The Contractor shall be responsible for providing all services, labor, equipment and materials necessary to complete the earthwork for the project. Contractor shall excavate and grade in the locations designated on the grading plan and the finished grades in all areas shall be constructed in accordance with the grading plan. Do not excavate below design grades without prior authorization from the City. Dewatering shall be accomplished by methods which will ensure a dry excavation and preservation of the final lines and grades. The Contractor shall provide and maintain at all times during construction ample means and devices with which to promptly remove and properly dispose of all water from any source entering the excavations. Contractor is responsible for obtaining the South Florida Water Management District Water Use Permit prior to dewatering commencing. Fills and embankments shall be constructed at the locations and to the lines and grades indicated on the grading plan. Approved material obtained during excavation may be used in forming required fill. Fill shall be satisfactory material and shall be free from roots and other organic material. All excavated and filled areas for channels and embankments shall be maintained by the Contractor in good condition and at all times until final acceptance by the City. All damage caused by erosion or other construction operations shall be repaired by the Contractor.

7. **Haul Excess Excavated Material from Flushing Channel Offsite:**

Work includes furnishing all services, labor, equipment, and materials necessary to haul excess excavated material from the flushing channel offsite. Excess excavated material from the flushing channel shall be disposed of by the Contractor at a suitable off-site location. Contractor shall be responsible for securing suitable disposal site(s) and for all off-site disposal costs. The Old City Landfill is a potential off-site disposal location.

8. **15" ADS Culverts:**

The unit bid price per linear foot (LF) of 15" ADS pipe shall include all labor, materials, equipment and incidentals necessary to furnish and install the pipe as shown on the contract drawings.

9. **Bahia Sod:**

Furnish and install viable Bahia sod of uniform density, color, and texture that is strongly rooted and capable of vigorous growth and development when planted. Sod shall be reasonably free of weeds and other grasses. Sod shall be subject to inspection and approval upon delivery as to quality. The sod shall be live, fresh and uninjured at the time of delivery and shall contain sufficient moisture at the time of planting to induce growth. The Contractor shall furnish, at his own expense, all water required to maintain sod from the time of planting until final acceptance of the project.

10. **Design Public Access Boardwalk:**

Contractor is responsible for providing the public access boardwalk design. The design shall be prepared by a licensed Florida Professional Engineer. The boardwalk shall be designed for pedestrian use. Design of the boardwalk shall be in accordance with all applicable codes, regulations, and standards for pedestrian use. Boardwalk shall be designed with all 316 stainless steel hardware. The design shall also include CCA pressure treated lumber in accordance with AWPA Standard C-18-73 at the rate of 0.60 lbs/ft. Piles shall be marine treated timber piles and shall include an industry standard, inert, non-leaching, synthetic material wrapping from one foot below the substrate to one foot above MHWL. All decking shall be Grade #1 lumber. All beams and joists shall be Grade #2 lumber. The Contractor shall submit the public access boardwalk design to the City for review and approval prior to constructing the boardwalk.

11. **Construct Public Access Boardwalk:**

The Contractor shall be responsible for providing all services, labor, equipment and materials necessary to complete the construction of the public access boardwalk, as designed by their licensed Florida Professional Engineer.

12. **Red Mangrove, White Mangrove, Button Wood, Pond Apple, Live Oak, Gumbo Limbo, Pignut Hickory, Coco Plum, Spartina Bakeri, and Spartina Patens:**

Furnish and install trees and plants of the species, varieties, and sizes indicated in the plans. Plants shall be subject to inspection and approval upon delivery as to size, quality, species, and variety. Work includes furnishing all necessary labor, materials, and tools to excavate tree and plant holes, backfill, water, fertilize, heel in, prune, wrap, construct staking and bracing, dispose of surplus materials, and all necessary care to ensure tree and plant survival. Maintenance of trees and plants shall be the Contractor's responsibility and is required from the time of planting until final acceptance of the project. All trees and plants that have been supplied and installed under this contract shall be guaranteed to live in a healthy condition for a period of 1 year from date of final acceptance of project. All trees and plants found to be dead within the guarantee period shall be replaced within 30 days, at the Contractor's expense.



## BID SCHEDULE

The City of Stuart intends to award a contract to the lowest Responsive and Responsible bidder using the following Unit Prices as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, testing, machinery, equipment, tools, materials, clean up and other means of construction to successfully complete the project in its entirety.

<b>BASE BID</b>					
Item No.	Description	Unit	Approx. Quantity	Unit Bid Price	Total Bid Price
1	Mobilization / Demobilization / General Conditions	LS	1	\$	\$
2	Pre-Construction Video	LS	1	\$	\$
3	Survey (layout/as built)	LS	1	\$	\$
4	Erosion and Sediment Control Measures	LS	1	\$	\$
5	Clear and Grub Existing Mangroves	AC	0.35	\$	\$
6	Earthwork including labor, equipment and materials	LS	1	\$	\$
7	Haul Excess Excavated Material from Flushing Channel Offsite	CY	8,500	\$	\$
8	15" ADS Culverts pipe, including labor, materials, equipment and incidentals	LF	30	\$	\$
9	Bahia Sod, Furnish and Install	SY	1,667	\$	\$
10	Design Public Access Boardwalk	LS	1	\$	\$
11	Construct Public Access Boardwalk	LS	1	\$	\$
12	Red Mangrove, Furnish and Install	EA	200	\$	\$
13	White Mangrove, Furnish and Install	EA	50	\$	\$
14	Button Wood, Furnish and Install	EA	50	\$	\$
15	Pond Apple, Furnish and Install	EA	25	\$	\$
16	Live Oak, Furnish and Install	EA	25	\$	\$
17	Gumbo Limbo, Furnish and Install	EA	25	\$	\$
18	Pignut Hickory, Furnish and Install	EA	15	\$	\$
19	Coco Plum, Furnish and Install	EA	100	\$	\$
20	Spartina Bakeri, Furnish and Install	EA	500	\$	\$
21	Spartina Patens, Furnish and Install	EA	500	\$	\$
<b>BASE BID TOTAL (ADD ITEM #'S 1-21)</b>					\$ _____
Preferred method of payment is by the City Purchasing Card (VISA). <b>DO YOU ACCEPT THE PURCHASING CARD (VISA)?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					

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

The undersigned bidder hereby proposes to begin work within the time specified in the General Conditions after the Procurement Manager has given notice. Due to schedule requirements of the DEP Grant, Contractor shall complete all work associated with the project by **June 30, 2016**.

The undersigned bidder certifies that as a condition of bidding he will hold good his bid prices for a minimum period of **sixty (60)** calendar days from the date bids are opened.

The undersigned bidder acknowledges that he may be required to furnish additional information as deemed necessary by the Procurement Manager, to update their records should he be awarded the project described herein.

The undersigned bidder affirms that he has or will obtain all equipment necessary to complete the work described, that he has or will obtain and pay for all required permits and licenses from the appropriate agencies, and that his firm is authorized to do business in the State of Florida.

The undersigned bidder has not divulged to, discussed with, or compared this bid with the other bidders, and has not colluded with any other bidder or parties to a bid whatsoever. Further, the undersigned guarantees the truth and accuracy of all statements and answers contained in this proposal.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

This project will be awarded to the lowest responsive, responsible bidder within budget.

*The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.*

Addendum \_\_\_\_\_ Issued \_\_\_\_\_ BIDDER'S INITIALS \_\_\_\_\_

Addendum \_\_\_\_\_ Issued \_\_\_\_\_ BIDDER'S INITIALS \_\_\_\_\_

Addendum \_\_\_\_\_ Issued \_\_\_\_\_ BIDDER'S INITIALS \_\_\_\_\_

Addendum \_\_\_\_\_ Issued \_\_\_\_\_ BIDDER'S INITIALS \_\_\_\_\_

DATE: \_\_\_\_\_

FOR: \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Witness)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

(Affix Seal)

\_\_\_\_\_  
(Corporate Attest by Secretary)

State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the physical address of the place of business (Post Office Box is neither appropriate nor acceptable). If a CORPORATION, state the name of the President, Secretary and Resident Agent. If a PARTNERSHIP, state the names of all partners. If a TRADE NAME, state the names of the individuals who do business under the trade name. If the firm is a foreign corporation (i.e. non-Florida), it must be authorized to do business in the State of Florida by the Florida Secretary of State.

PLEASE PRINT OR TYPE.

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

(Add additional sheets, if necessary)

## WARRANTIES

In consideration of, and to induce the award of the CITY OF STUART, FLORIDA, contract described in these bid documents, the contractor represents and warrants to the City of Stuart, Florida:

(1) The Contractor is financially solvent and sufficiently experienced and competent to perform all the work required of the Contractor in the contract; and

(2) That the facts stated in the Contractor's bid and information given the Contractor pursuant to the request or proposal for bids, instructions to bidders and specifications, are true and correct in all respects; and

(3) That the Contractor has read and complied with all the requirements set forth in the request for bids, instructions to bidders and specifications; and

(4) That the Contractor warrants all materials supplied by it under the terms of the contract are delivered to the City of Stuart, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Stuart, Florida, against all persons claiming the whole or any part thereof; and

(5) That the materials supplied to the City of Stuart, Florida, under the contract are free from the rightful claims of any persons whomsoever by way of patent or trademark infringement or the like; and

(6) That the materials supplied under the contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

(7) That the materials supplied under the contract are free from defects in material and workmanship under normal use and service and that any such materials found to be defective within one year from the date of delivery, shall be replaced by the contractor free of all charges, including transportation; and

(8) That the materials supplied pursuant to the contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the materials will continue to be fit for such purposes for a period of one year after delivery, provided that the City shall give the Contractor written notice within five calendar days after the first discovery by the City that the materials failed to fulfill the warranty, whereupon, the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the warranty with said one year period, the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason of this warranty of fitness; and

(9) That this warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amount of One Million (\$1,000,000) Dollars for property damage and One Million (\$1,000,000) Dollars for personal injury as shown on the certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this warranty; and

(10) That if is an express condition of this warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Stuart, Florida, or is attached hereto, as to such maintenance and operation instructions shall void this warranty as to that portion of the material; accordingly, the City of Stuart should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this warranty, the City of Stuart, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City; and

(11) That it is agreed and understood by the Contractor that the City of Stuart, Florida, is induced to enter the contract to which this warranty applied in reliance upon this warranty.

SIGNED, sealed and delivered on this \_\_\_\_\_, 20\_\_.

(SEAL)

CONTRACTOR:

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

ATTEST:

\_\_\_\_\_  
Secretary  
(Certificates of Insurance attached)

## QUESTIONNAIRE FORM

The undersigned guarantees the truth and accuracy of all statements and answers herein contained. All bids must contain a detailed Work Plan which specifically addresses questions #'s 5-8.

1. How many years has your organization been in business as a contractor?

---

2. What is the last project of this nature that you have completed? (Please provide a contact name and telephone number)

---

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3. Have you any similar work in progress at this time?      Yes  No

4. Have you ever failed to complete work awarded to you? If so, where and why?

➤ 

---

➤ 

---

➤ 

---

5. Have you personally inspected the proposed project site and have you a complete plan for its performance? Yes  No

---

6. Will you sublet any part of this work? Yes  No  If so, give details:

---

---

7. List equipment available for the work.

---

---

8. Please list and attach the type/number of certified contractor license(s)

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**CITY OF STUART  
SAFETY STANDARDS CERTIFICATION**

*The undersigned bidder hereby certifies that he or she has or will thoroughly familiarize him or herself with the contents of the City of Stuart Safety Standards. The Bidder further certifies that he or she either has or will submit a fully executed copy of those same Safety Standards to the City Purchasing Manager for inclusion in the City's official public record prior to commencing any work on this project.*

Signed, Sealed and Witnessed in the Presence of:

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

FOR: \_\_\_\_\_  
(Firm Name)

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Corporate Attest by Secretary)

(Affix Seal)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
known to me, or identified as \_\_\_\_\_  
in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_.

Signed: \_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_ (Affix Seal)

## SUBCONTRACTORS LIST

If bidder is subcontracting, this information is to be submitted with their submittal response in writing on the attached form or as a separate attachment subcontractor's information as follows; name, address, type of work to be performed and percentage of work that may be provided by Subcontractor. The Bidder will make additions, deletions or substitutions **only with the permission of the City of Stuart and after sufficient prior written notification.**

<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____ %
<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____ %
<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____ %
<b>Name of Subcontractor:</b> _____ <b>Contact Name:</b> _____ <b>Address, City, State, Zip, Phone:</b> _____ _____ <b>Type of Work to be Performed:</b> _____ <b>License No.</b> _____ <b>Percentage of Work</b> _____ %



## EXPERIENCE OF BIDDER

The bidder shall complete the following blanks regarding experience in this particular project work. Bidder must demonstrate ability to deliver contracts of similar complexity, nature, and size of this project.

#1	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#2	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	
#3	Agency	
	Address	
	City, State, ZIP	
	Contact Person	
	Telephone	
	Date(s) of Contract	
	Dollar Value of Contract	

**BID BOND**

*Attach or insert your bid bond forms or acceptable bond payment in lieu of bond here.*

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to CITY OF STUART, MARTIN COUNTY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

\_\_\_\_\_

Notary Public – State of Florida

*Type of Identification* \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OR STAMP

**STATEMENT OF NO BID**

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994

We have declined to bid to Bid on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to Invitation to Bid
- We do not offer this product or equivalent
- Our project schedule would not permit us to perform.
- Unable to meet specifications
- Unable to meet bond requirements
- Specifications unclear {please explain below}.
- Other (please specify below).

**REMARKS** \_\_\_\_\_  
\_\_\_\_\_

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF STUART FOR FUTURE PROJECTS.

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

\_\_\_\_\_  
Address Telephone Number

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature and Title Date

**SECTION V**  
**GENERAL CONSTRUCTION CONDITIONS**

It is mutually agreed by the parties hereto that this contract is subject to the provisions of the Charter of the City of Stuart and of the provisions of the Constitution of Florida and of the several acts of the Legislature under which the City exists and of the ordinances and resolutions authorizing this improvement; that upon ten-days written notice the work under this contract may, without cost or claim against said City of Stuart, be suspended by the City Commission for cause; that upon complaint of any owner of any real estate to be assessed for this improvement, that this improvement is not being constructed in accordance with this contract, the City Commission shall consider the complaint and make such order in the premises as it may deem just, and the decision of the City Commission shall be final; that this contract is subject to the additional conditions and stipulations which follow.

All materials and workmanship shall be first class and nothing herein shall be construed as to relieve the Contractor from this responsibility.

1. THE CONTRACT: Except titles, subtitles, headings, running headlines, tables of contents and indices, the following, except for such portions thereof as may be specifically excluded, constitute the Contract:

- The Notice to Bidders
- Statement of Work
- The Bid
- Acknowledgment of Bidders, Contractors and City Officials
- The Bid Bond
- Questionnaire Forms
- The Instructions to Bidders
- Special Conditions
- General Conditions
- Specific Provisions
- The Contract
- Surety Bond
- The Performance Bond
- Final Receipt
- The Plans, Revisions and Supplementary Drawings
- All addenda issued by the City prior to the receipt of bids
- All provisions required by law to be inserted in this Contract, whether actually inserted or not.
- Change Orders
- Written Instructions from the Engineer

2. DEFINITIONS: The following words and expressions, or pronouns used in their stead, shall wherever they appear in the Contract and the Contract Documents, be construed as follows, unless a different meaning is clear from the context:

"Owner" - Wherever the words "City Commission", "Owner", or pronoun in lieu thereof is used in this Contract, the same shall be considered as referring to and meaning the City Commission of the City of Stuart, Florida.

"Contractor" - shall mean the party of the second part hereto, whether corporation, firm, partnership, or individual, or any combination thereof, and its, their, or his successors, personal representatives, executors, administrators, and assigns, and any person, firm or corporation who or which shall at any time be substituted in the place of the party of the second part under this contract.

"City Engineer" or "Engineer" - Wherever the words, "City Engineer ", "Engineer" or a pronoun in lieu thereof is used in the Contract, the same shall be considered as referring to and meaning the City's Engineer of Record on this project; and/or the Public Works Director of the City of Stuart, Florida and his authorized agents.

"Inspector" - A representative of the City Public Works Director.

"Surety" - shall mean any corporation that executes, as surety, the Contractor's performance bond securing the performance of this Contract.

"The Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor under the Contract and shall include both contract work and extra work.

"Contract Work" - shall mean everything expressly or implied to be required to be furnished and done by the Contractor ***by any one or more of the parts of the Contract*** referred to in the Contract hereof except extra work as hereinafter defined, it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the City Purchasing Manager shall determine which shall prevail.

"Extra Work" - shall mean work other than that required either expressly or implied by the Contract in its present form.

"Bidding Documents" - Bidding documents shall include, but not be limited to, the following: Notice to Contractor, Instructions to Bidders, Proposal, Itemized Proposal Sheet, Special Conditions and/or Special Provisions.

"Final Acceptance" - shall mean acceptance of the work by the City Public Works Director as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

"Contract" or "Contract Documents" - shall mean each of the various parts of the contract referred to under the heading "The Contract", hereof, both as a whole or severally.

"Plans" - shall mean only those drawings specifically referred to as such in these documents or in any Addendum. The drawings or reproductions thereof which have been prepared by the City Public Works Director which show the locations, character, dimensions, and details of the work to be done. Drawings issued after the execution of the Contract to further explain or to illustrate or to show changes in the work will be known as "Supplementary Drawings" ***and shall be binding upon the Contractor with the same force as the plans.*** All working drawings submitted by the Contractor and approved by the Engineer become a part of the plans.

"Specifications" - shall mean any construction standards and/or specifications, issued by the office of the Public Works Director, City of Stuart, including any revision thereof.

"Addendum" or Addenda" - shall mean the additional contract provisions issued in writing, by the Engineer, prior to the receipt of bids.

"Notice" - shall mean written notice. Notice shall be served upon the Contractor, either personally or by leaving the said notice at his residence or with his agent in charge of the work, or addressed to the Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post office box regularly maintained by the United States Post Office.

"Site" - shall mean the area upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the Engineer.

"Subcontractor" - shall mean any person, firm or corporation other than employees of the Contractor, who or which contracts with the Contractor, to furnish, or actually furnishes labor or labor and materials, or labor and equipment, or labor, materials and equipment at the site.

"Directed", "Required", "Permitted", "Designated", "Ordered", "Prescribed", and words of like import shall imply, unless otherwise specifically provided, the direction, requirements, permission, designation, order or prescription of the Engineer and 'approved', 'acceptable', "Satisfactory", "In the judgment of", and words of like import shall mean, unless otherwise specifically provided, approved by or acceptable to, or satisfactory to, or in the judgment of the Engineer.

"Day" - shall mean calendar day.

"Change Order" - shall mean a written order issued by the Purchasing Manager to the Contractor directing certain changes, additions, or reductions in the work or in the materials or methods to be used.

3. APPLICATION OF SPECIFICATIONS: When issued, construction standards and specifications, from the office of the Public Works Director, City of Stuart, are grouped under several sections. Each of these sections is primarily a particular phase of construction and shall be applied where appropriate. In no way shall any section be restricted to that particular section, but shall be applied to and govern any and all construction that applies, specifically states, or requires the operation as outlined in the section.

4. REFERENCE TO STANDARDS: Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, standards, codes, or tentative specifications, and the City of Stuart standard specifications, the more restrictive shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.



Reference to a technical society, organization, or body may be made in the specifications by abbreviations, in accordance with the following list:

AASHO	for American Association of State Highway Transportation Officials
ACI	for American Concrete Institute
AGMA	for American Gear Manufacturers Association
AIEE	for American Institute of Electrical Engineers
AISC	for American Institute of Steel Construction
ASCE	for American Society of Civil Engineers
ASA	for American Standards Association
ASTM	for American Society for Testing Materials
ASME	for American Society of Mechanical Engineers
AWSC	for American Welding Society Code
AWWA	for American Water Works Association
CIPRA	for Cast Iron Pipe Research Association
FED SPEC	for Federal Specifications
NAV SPEC	for Navy Department Specification
NEC	for National Electric Code
NEMA	for National Electrical Manufacturers Association
NLMA	for National Lumber Manufacturers Association
SAE	for Society of Automotive Engineers Standards
SBC	for City of Stuart Building Code
U.L. Inc.	for Underwriters' Laboratories, Inc.
DOT	for Department of Transportation
FSBH	for Florida State Board of Health
MCHD	for Martin County Health Department
SHBI	for Steel Heating Boiler Institute
AWPA	for American Wood Preservers Association
SoBC	for Southern Building Code
FPC	for Florida Pollution Control
EPA	for Environmental Protection Agency
CofS	City of Stuart code of ordinances, charter, regulations

When no reference is made to a code, standard or specification, the standard specifications for the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

**5. TIME OF STARTING WORK:** The work embraced in this contract shall be actively begun within ten days after notice has been given by the Engineer or Owner to commence construction, at such point or points as the Engineer may authorize, but no work shall be initiated until the Contractor has received the written authorization of the Engineer to do so. The work shall be carried on regularly and uninterruptedly with sufficient force to insure its completion within the time specified in the bid. Days when weather conditions prevent the continuance of the work shall not be charged against the contract time. Failure to do so shall render the Contractor liable to the City of Stuart in the amount of one hundred dollars (\$100.00) as liquidated damages for each and every day's delay in commencing work. For reasons satisfactory to the Owner, said Owner may, at its own option, waive any claims on the Contractor for damages here referred to.

6. TIME OF COMPLETION: Time being an essential condition of this contract; the entire work shall be completed on or before the dates herein before set forth. All material used in the construction must be removed and other parts of the work must be cleaned, satisfactorily to the Engineer, by the date aforesaid.

7. LIQUIDATED DAMAGES: The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum (as specified above) from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

8. REIMBURSEMENT OF ENGINEERING EXPENSES: Should the entire completion and acceptance of the work herein embraced, together with any modifications or additions, be delayed beyond the time herein set it is understood and agreed that, aside from any other damage per day for such delay, from such time until the same is completed and accepted as herein provided, all cost of engineering and inspection on behalf of the Owner will be charged to the Contractor hereunder, and deducted from any estimate or payment otherwise due and payable to him from time to time.

9. EXTENSION OF TIME: The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever including a delay caused by the City or the Engineer, but such hindrances or delay may entitle him to an extension of time for completing the work. Said extension shall be, as determined by the Owner, sufficient to compensate for the detention, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of detention; however, neither an extension of time for any reason beyond the date set herein, nor the acceptance of any work subsequent to said date, shall be deemed a waiver by said party of the first part of the right to abrogate the contract for delay.

10. SCHEDULE OF WORK: Within two weeks after the execution of the contract, the Contractor shall submit, for approval, a schedule of work consisting of maps and written description, describing how he intends to progress with the construction within the contract limits. If this schedule is not submitted within the prescribed time, the Contractor shall not be permitted to start any construction until said schedule is submitted and approved.

Any and all delays in construction, due to the Contractor's failure to submit the required data at the prescribed time, shall not be sufficient reason for any requests for any extra payment or extension of contract time for said delays.

The Contractor will be issued a formal written "Notice to Proceed" at or shortly after the "Pre-Construction Meeting". This notice will contain the official start and completion dates for the project work. The allowable contract time will commence on the date specified in the "Notice to Proceed."

11. CONTROL OF THE WORK: The Engineer, under authority and direction of the Owner, shall have full control and direction of the work in all respects. All explanations, directions, working

drawings, sketches, etc., necessary to carry out and complete the work in a manner satisfactory to the Owner shall be given by the Engineer. The Engineer and his authorized assistants shall, at all times, have the right to inspect the work and materials. The Contractor shall furnish all reasonable facilities for obtaining such information as the Engineer may desire respecting the quality of the work and materials and the manner of conducting the work. Should the Contractor perform work in darkness ordinarily carried on in the daytime, he shall give ample notice to the Engineer so that proper and adequate inspection may be provided. Such work shall be done only under such regulations as are furnished in writing by the Engineer, and no extra compensation shall be allowed the Contractor therefore. In the event of night work, the Contractor shall furnish such light, satisfactory to the Engineer, as will insure proper inspection. Nothing herein contained shall relieve the Contractor from compliance with any and all City ordinances relating to noise or work during prohibited hours.

12. INSPECTION: No Inspector shall have the power to waive the obligations resting upon the Contractor to furnish good material and do good work as herein prescribed. Any failure or omission on the part of any Inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly replace or rebuild the same at any time upon discovery of the defect and upon notice from the Owner or Engineer to do so.

13. OWNER'S RIGHT TO TERMINATE CONTRACT: If, in the sole opinion of the Owner, the Contractor shall be improperly performing said work, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if at any time the Owner shall be of the opinion that the said work is being unnecessarily delayed and will not be finished within the prescribed time, they shall notify the Contractor in writing, and if the Contractor shall not within ten (10) days thereafter take such measures as will, in the judgment of the Owner, insure satisfactory performance, construction and completion of the work. The Owner may otherwise notify the contractor to discontinue all work under this Contract. The Contractor shall immediately respect said notice and stop said work and cease to have any rights in the possession of the ground and shall forfeit his Contract. The owner may thereupon advertise and let a Contract for the uncompleted work, and charge cost thereof to Contractor upon this Contract. Any excess of cost arising there from over and above original contract price shall be charged against the original Contractor and his surety or sureties who shall be liable therefore.

If the Contractor shall assign this Contract or any money accruing thereon or approved thereon, or abandon the work, or shall refuse or neglect to comply with the instructions of the Owner or Engineer relative thereto, or shall in any manner fail to comply with the specifications and stipulations herein contained, the Owner shall have the right to annul and cancel this Contract and proceed to re-let a Contract for the unfinished work. Such annulment shall not entitle the Contractor to any claim for damage on account thereof, nor shall it affect the right of the Owner to recover damages on account of such failure.

14. SUSPENSION OF WORK DUE TO WEATHER: During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspension shall be final and binding. During the suspension of the work for any cause, it must be suitably covered and protected so as to preserve it from injury by the weather or otherwise. If the Engineer shall so direct, the rubbish and surplus material shall be removed. If the Owner or Engineer orders the suspension of work due to inclement weather, the Contractor shall receive an extension of time for the full period when such suspension is in effect until the suspension is lifted by the Owner/Engineer.

15. CONTRACTOR'S UNDERSTANDING: The party of the second part hereby admits and agrees that he has carefully read and considered the instructions to bidders herewith, and that he has made his proposal and hereby makes this Contract with full knowledge and acquiescence therein.

16. CONTRACTOR'S RESPONSIBILITY: The Contractor shall accept full responsibility for the work until final acceptance. He shall protect the work against all loss or damage sustained during the progress of the work, and properly repairs any damage done from any cause whatsoever.

17. SUPERINTENDENCE: When the Construction Manager is not present on the work, orders will be given to the foreman or superintendents who may have immediate charge thereof and shall be by them received and strictly obeyed.

18. EMPLOYEES: None but skilled foremen and workmen shall be employed on work requiring special qualifications. Any person employed on the work who fails, refuses or neglects to obey the instructions of the Engineer in anything relating to this work, or who appears to the Engineer to be disorderly, insubordinate, unfaithful or incompetent, shall upon the order of said Engineer, be at once discharged and not again employed on any part of the work. Any interference with, or abusive or threatening conduct toward the Engineer or his assistants by the Contractor or his employees or agents, shall be authority for the Owner to annul the contract and re-let the work.

19. SUBCONTRACTOR: The Contractor shall not sublet the whole or any part of the work without the written consent and approval of the Procurement & Contracting Services Manager. Within ten (10) days after official notification of starting date, the Contractor must submit in writing, to the Procurement Manager, a list of all subcontractors. No work shall be done by any subcontractor until such subcontractor has been officially approved by the Procurement Manager. *A subcontractor not appearing on original list will not be approved without written request submitted to the Procurement Manager and approved by the Owner.* In all cases, the Contractor shall give his personal attention to the work of the subcontractors and the subcontractor is liable to be discharged by the Engineer for neglect of duty, incompetence or misconduct.

20. AGREEMENTS WITH PROPERTY OWNERS: The Contractor will not use or store any materials on public or private property without written permission of the Owner. The City shall require from the Contractor a written copy of any and all agreements made between the Contractor and any private property owners regarding the use or storage of materials on their property.

21. BASIS OF PAYMENT: The price for each item shall include the furnishing of all labor, materials, equipment and incidentals required to complete the construction and to repair in a manner satisfactory to the Engineer any and all damage, as a result of work under this contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all above and underground obstructions not specifically named herein replacing in a manner satisfactory to the Engineer any or all of the above items which may be damaged beyond repair as a result of work under this contract; performing the work necessary to complete any and all special connections, hangers, supports, bracing, blocking, shoring and patching necessary to complete the contract in a finished workmanlike manner ready for operation.

22. PAYMENTS: If evidence is produced before the final settlement of all or any balance, that the party of the second part has failed to pay to laborers, employed on this work, or failed to pay for the materials used therein, or if the Owner has reason to suspect the same, the Owner may withhold such balance, and, upon written evidence satisfactory to the owner as to the amount due for such labor and materials, settle and pay for the same and charge the amounts to the party of the second part and deduct the same from said balance or balances.

On or before the 25th day of the month in which the Contractor desires a partial payment, he shall submit an estimate for partial payment to the Engineer of Record. The partial payment estimate may be for the total value of all work completed to date, and may also include authorized change orders. A partial release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany each partial payment estimate as a condition of payment. Payment of any undisputed sums will be made within 20 calendar days of submission of a pay request if it does not need to be reviewed and approved by the Engineer or Architect. If it must be reviewed and approved by an Architect or Engineer payment of any undisputed sums the pay request will be paid within 25 calendar days.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

The City shall retain a portion of each partial payment according to the following schedule:

**PERCENTAGE RETAINED FROM PARTIAL PAYMENT TO CONTRACTORS:**

<u>Percentage of Work Completed</u>	<u>Percentage Retained by City</u>
0% to 50% Completion	10% of any moneys due Contractor
51% to 100% Completion	5% of any moneys due Contractor (at the sole discretion of the City)

The Owner/ Engineer shall review all estimates as submitted prior to making final payment shall adjust any discrepancy. The Engineer/Owner further reserves the right in the sole discretion of the Engineer/Owner to increase or decrease the percentage retained by the City in the event the job conditions warrant such action.

23. PURCHASING CARD PROGRAM: Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

24. FINAL PAYMENT: When all work embraced in this contract shall have been fully completed, agreeable to the specifications and stipulations herein, and to the satisfaction of the Owner, the Owner shall cause a final estimate to be made of the amount and value of said work according to the prices and terms of this agreement. In making this final estimate neither the Owner nor the Contractor shall be stopped by the monthly estimates as aforesaid. From the sum total so found shall be deducted firstly all previous payments made to the Contractor, and secondly, all damages and proper charges under this

agreement. The Contractor shall execute a final receipt and release on the forms provided by the Owner, making the final settlement and payment as aforesaid. A final release of lien from all sub-contractors, suppliers and material men employed on the project shall accompany the final payment estimate as a condition of payment.

Before final payment, a final inspection shall be held attended by the Contractor, the Owner, and the Architect/Engineer. All work shall be completed and accepted by the Owner/Engineer before the final payment will be made.

Before final settlement and payment is made under the terms of this Contract, such final settlement may, at the sole discretion of the Owner, be duly advertised at least ten (10) days prior thereto by publication of notice thereof at least twice in a public newspaper published in the City of Stuart and the City may withhold from all payments to the Contractor sufficient funds to insure payment of all claims files.

25. QUANTITIES: It is mutually agreed that the statement of work shows the approximate amounts only, and the plans, the general location; that no change will be made involving any departure from the general scheme of the work; that no such change involving material change in cost, either to the Owner or Contractor, shall be made, except upon written permission of the Owner; however, the Engineer shall have the right to make minor alterations in the line, grade, plan, form or materials of the work herein contemplated at any time before the completion of the same; that if such alterations shall diminish the quantity of the work to be done, such alterations shall not constitute a claim for damages or anticipated profits: that if such alterations increase the amount of the work to be done, such increase shall be paid for according to the quantity actually performed and at the price or prices stipulated therefore in the contract.

The owner shall, in all cases of dispute, determine the amount or quantity of the several kinds of work which are to be paid for under this contract, and shall decide all questions relative to the execution of the same and such estimates and decisions; shall be final and binding.

Any work not herein specified which may be fairly implied as included in the contract, of which the Owner shall judge, shall be done by the Contractor without extra charge.

26. EXTRA WORK: The City may, at any time by a written order and without notice to the sureties, require the performance of such extra work as it may find necessary or desirable arising out of the modification of the specification or plans. An order for extra work shall be valid only by an executed change order. All work so ordered must be performed by the Contractor. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. If no such unit prices are so set forth, then by a lump sum or other unit prices mutually agreed upon by the City and the Contractor; or
- C. If no such unit prices are so set forth in the contract and if the parties cannot agree upon a lump sum or other unit prices, then by the actual net cost in money to the Contractor of the extra work performed and the cost shall be determined as follows:

- 1) For all labor and foreman in direct charge of the authorized operations, the Contractor shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon, to which shall be added an amount equal to 15 per cent of the sum thereof which shall be considered and accepted as full compensation for general supervision and the furnishing of small tools and miscellaneous equipment used, such as picks, shovels, hand pumps, and similar items.
- 2) For all materials used, the Contractor shall receive the actual cost of such materials delivered at the site and previously approved delivery point as established by original receipted bills. No percentage shall be added to this cost.
- 3) For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the Contractor shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work. No percentage shall be added to this sum.
- 4) The Contractor's profit shall be computed by taking 10% of the sum of Items 1 and 2. The total cost of performing this extra work shall be the sum of Items 1, 2, 3, and 4.

Records of extra work done, if any, shall be reviewed at the end of each day by the Contractor or his representative and the Engineer, duplicate copies of accepted records made and signed by both the Contractor or his representative and the Engineer, and one copy retained by each.

Claim for payment for extra work shall be submitted by the Contractor upon certified statement supported by receipted bills.

Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless the same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

27. OMITTED WORK: The City may, at any time, by a written order and without notice to the sureties, require the omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executed change order. All work so ordered must be omitted by the Contractor. The amount by which the contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the contract; or
- B. By the appropriate lump sum price set forth in the contract; or
- C. By the reasonable and fair estimated cost of such omitted work as determined by the Engineer and approved by the City Commission.

28. DISPUTED WORK: If the Contractor is of the opinion that any work required, necessitated, or ordered is not within the terms and provisions of this contract, he must promptly notify the Engineer, in writing, of his contentions with respect thereto and request a final determination thereon. If the Engineer determines that the work in question is contract work and not extra work, or that the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly

comply. Final determination and decisions in case any question shall arise shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been determined.

29. LIABLE: The City of Stuart shall not be held liable for any damages or extras to either the general contractor on this project or utilities, should said damages or extras occur through neglect, failure or delay of the general contractor on this project, or improvement, to coordinate his work with others.

30. PROTECTION OF PUBLIC: The Contractor shall be required to observe all the ordinances in relation to obtaining permits for occupying, excavating, or in any way obstructing the streets and alleys. The Contractor shall erect and maintain barricades and sufficient safeguards around all excavations, embankments or obstructions; shall place sufficient warning lights at or near the work; keep the same burning from sunset to sunrise, employ watchmen, and strictly obey all laws and ordinances controlling or limiting those engaged in similar work.

Where there are telephones, telegraph, light or power poles, water mains, conduits, pipes or drains or other construction either public or private in or on the streets or alleys, the work shall be so conducted that no interruption or delay will be caused in the operation or use of the same. Proper written notice shall be given, and all the facilities, afforded the owners of such construction encountered or likely to be encountered, as will enable them to preserve the same from injury.

The Contractor shall not be permitted to interfere with public travel and convenience by grading or tearing up streets indiscriminately, but the work of constructing the various items in this improvement shall proceed in an orderly, systematic and progressive manner.

31. ROYALTIES AND PATENTS: All fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction of this work or appurtenances are hereby included in the prices stipulated in this contract for said work; the Contractor hereby expressly binds himself or itself to indemnify and save harmless the said City of Stuart from all such claims and fees and from any and all suits and action of every name and description that may be brought against said City on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against said City for the infringement of any and all patents or patent rights claimed by any person, firm or corporation.

32. INSURANCE: The Successful bidder shall not commence any work in connection with this agreement until it has obtained all of the types of insurance detailed in SECTION VI and such insurance has been approved by the City, nor shall the successful bidder allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All policies shall be with insurers qualified and doing business in the State of Florida.

33. INDEMNITY: The said party of the second part hereby binds himself or itself to indemnify and save harmless the Owner from or on account of any injuries or damages, received or sustained by the party of the first part or any person or persons during or on account of the construction of this work; or by or in consequence of any negligence in connection with the same; or by use of any



improper materials or by or on account of any act of omission of the said party of the second part or his or its agents, servants or employees. Said indemnity to be covered by and limited to the amount of Comprehensive General Liability Insurance set forth under the heading Public Liability Insurance.

In case of injury to persons, animals or property by reason of failure to erect or maintain proper and necessary barricades, safeguards and signals, or by reason of any negligence of any Contractor, subcontractor, or any of the Contractor's agents, servants, or employees during the performance of the work before the estimates have become due under this contract, the Owner may, through its officials, withhold such payments, so long as may seem necessary for the indemnity of the Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as above set forth.

**34. INSURANCE COVERING SPECIAL HAZARDS:** The successful bidder is required to have an emergency action plan in place to mitigate any exposure caused by windstorms, flood or other weather related occurrences. The successful bidder is responsible for securing and/or removing temporary devices and securing the construction site.

**Contractor will prepare a Hurricane Emergency Plan similar to the following:**

In the event of a hurricane, the following plan will be implemented:

**Initial Notice of Pending Storm via Radio and/or Television:**

- The Contractor will notify the City of the storm and both entities will follow the tracking to determine if the project site will be in the cone of influence for the storm.
- The Contractor will make plans for the storage/removal of all equipment and materials on the project.
- The Contractor will make sure the City has an up to date emergency list for the Contractor's personnel and the City will provide the Contractor with a list of appropriate City emergency personnel.

**72 Hours Prior to Landfall:**

- The Contractor will open all drainage to minimize flooding of the adjacent neighborhoods and roads.
- The Contractor will make necessary improvements to the project to protect his work.
- The Contractor will begin securing all materials and equipment on the project.
- The Contractor will install any necessary pavement markings on the pavement anticipating the removal of all temporary devices.

**48 Hours Prior to Landfall:**

- The Contractor will remove all temporary signing and Maintenance of Traffic devices from the roadway.
- The Contractor will complete the securing of all materials and equipment on the project.
- The Contractor will notify the City of the securing of the project.
- The Contractor will vacate the project site.

**24 Hours Prior to Landfall:**

- Emergency personnel for the Contractor will be available by telephone.

- All Contractor personnel will be off the project site.

**12 Hours Following the Hurricane Event:**

- Contractor emergency personnel will review the site and make preparations for any repairs.
- The Contractor will notify the City emergency personnel of the status of the project site.
- The Contractor will document all damage caused by the storm event.

Contractor shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. Contractor's Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the Contractor assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of the Contractor to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

35. CONTINGENT LIABILITY: The above policies for public liability insurance must be so written as to include contingent liability insurance to protect the Contractor against claims arising from the operations of subcontractors.

36. PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required.

37. SANITARY REGULATIONS: Necessary sanitary conveniences, for the use of laborers on the work, shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer. Their use shall be strictly enforced. The Contractor shall supply sufficient drinking water to his employees from such sources as shall be approved by the Engineer, and shall obey and enforce such sanitary regulations and take such precautions against infectious diseases, as the Engineer may deem necessary. Should any infectious diseases occur among his employees, he shall arrange for the immediate removal of the patient from the work and isolation of all persons connected with the work.

38. SHANTIES: Should the Contractor build shanties or other structures for housing personnel, tools, machinery and supplies, they shall be permitted only at approved places, and their surroundings shall be maintained at all times in a satisfactory and sanitary manner. On or before the completion of the work, all such structures shall be removed, together with all rubbish and trash, at the expense of the Contractor.

39. PROTECTION OF WORK AND MATERIALS: Facilities for handling of material and inspecting the work shall at all times be furnished by the Contractor, and all costs due to delays in handling of materials or equipment, and loss or damage, shall be at the expense of the Contractor. The Contractor shall provide suitable and adequate storage for materials and equipment during the progress of the work and be responsible for any loss or damage to the materials furnished him under other contracts, as well as those furnished by him, until the final acceptance of the completed work.

40. COPIES FURNISHED TO CONTRACTOR: After the contract has been executed, the Contractor will be furnished with up to six (6) sets of paper prints of each sheet of the plans and bidding documents. Additional copies of plans and specifications, when requested, will be furnished to the Contractor at cost of reproduction.

The Contractor shall furnish each of the subcontractors, manufacturers and materialmen such copies of the contract documents as may be required for his work.

41. INTERPRETATION OF PLANS AND SPECIFICATIONS: The Engineer shall decide all questions concerning the interpretation of the plans and specifications pertaining to the character, quality, amount and value of any work done and materials furnished under or by reason of this contract, and his estimate and decisions shall be final and conclusive. All questions regarding issues arising from the work herein not specifically addressed elsewhere in these documents shall be interpreted by the Engineer in his sole discretion and his decisions shall be final and conclusive.

42. CONTRACTOR TO CHECK PLANS AND DATA: The Contractor shall verify all dimensions, quantities, and details shown on the plans, supplementary drawings, schedules, or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts and discrepancies found therein. Failure to discover or correct errors, conflicts, or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction, or improper operation resulting there from nor from rectifying such condition at his own expense. He will not be allowed to take advantage of any error or omissions, as full instructions will be furnished by the Engineer, should any error or omissions be discovered. All schedules are given for the convenience of the Engineer and Contractor and are not guaranteed to be complete.

43. SUPPLEMENTARY DRAWINGS: When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done, or to illustrate the work further, or to show any changes which may be required, drawings, known as supplementary drawings, with specifications pertaining thereto, will be prepared by the Engineer and five (5) paper prints thereof will be given to the Contractor.

The supplementary drawings shall be binding upon the Contractor with the same force as the plans. Where such supplementary drawings require either less or more than the estimated quantities of work, credit to the City of compensations therefore to the Contractor shall be subject to the terms of the agreement.

44. APPROVAL: If the shop working drawings show departures from the contract requirements, the Contractor shall make specific mention thereof in his letter of submittal: otherwise, approval of such submittals shall not constitute approval of the departure. Approval of the drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of drawings will be general, and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

If catalogue sheets or prints of manufacturers' standard drawings are submitted as working drawings, any additional information or changes on such drawings shall be typewritten or in ink.

The procedure in seeking approval of working drawings shall be as follows:

The Contractor shall submit promptly a sufficient number of copies of each shop drawing to provide the Engineer with three (3) copies in addition to the number of copies the Contractor requires for his own purpose. Re-submission of drawings shall be made in the same quantity until final approval is obtained.

After checking by the Engineer, the shop drawings will be stamped and marked in one of the following ways:

- A. Approved as drawn
- B. Approved as noted
- C. Approved as corrected - Resubmit
- D. Not approved - Resubmit

No work required by shop drawings shall be executed until approved by the Engineer and a copy stamped "Approved" is on the job site. No copies not so stamped shall be kept at the job site.

Approval by the Engineer of shop drawings for any material, apparatus, devices and layouts shall not relieve the Contractor from the responsibility of furnishing same of proper dimension size, quantity, quality, and all performance characteristics to efficiently perform the requirements and intent of the contract documents. Such approval shall not relieve the Contractor from responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the contract documents, the Contractor shall advise the Engineer of the deviations in writing accompanying the shop drawings, including the reasons for the deviations.

45. MATERIALS AND MANUFACTURED ARTICLES: In general, wherever in these contract documents a particular brand, make of material, manufactured article, device or equipment is shown or specified, such brand, make of material, manufactured article, device or equipment should be regarded merely as a standard. If two or more brands, makes of material, manufactured articles, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, manufactured article, device or equipment which, in the opinion of the engineer, is the recognized equal of that specified, considering quality, workmanship and economy of operation, and is suitable for the purpose intended, will be accepted.

All material and workmanship shall in every respect, be in accordance with what, in the opinion of the engineer, is in conformity with approved modern practice.

Wherever the plans, specifications, or other contract documents, or the directions of the engineer admit of doubt as to what is permissible and/or fail to note the quality of any work that interpretation will be made by the engineer, which is in accordance with approved modern practice, to meet the particular requirements of the contract.

In all cases new materials shall be used, unless this provision - is waived by notice from the owner or the engineer in writing.

In certain specific instances, however, as may be listed and described in the Special Conditions contained herein, materials, manufactured articles, devices or equipment are deemed most suitable for the service anticipated. This is not done, however, to eliminate others equally as good and efficient. The contractor shall prepare his bid on the basis of the particular equipment and materials specified for

the purpose of determining the low bid. The awarding of the contract will constitute a contractual obligation to furnish the specified equipment and materials unless the contractor desires to follow the following procedure:

After the execution of the contract, substitution of equipment of makes other than those named in the contract will be considered for two reasons only.

- 1. That the equipment proposed for substitution is superior in construction and/or efficiency to that named in the contract.
- 2. That the equipment proposed for substitution is equal in construction and/or efficiency to that named in the contract.

In either case, it will be assumed that the cost to the Contractor of the equipment proposed to be substituted is less than the equipment named in the contract and if the substitution is approved the contract price shall be reduced a corresponding amount.

To receive consideration, requests for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies or equipment company's quotations to the Contractor covering the original equipment and also equipment proposed for substitution or other proof satisfactory to the Owner. It is the intention that the Owner shall receive the full benefit of the savings in cost involved in any substitution. In all cases the burden of proof that the equipment offered for substitution is equal or superior in construction and/or efficiency to that named in the contract shall rest on the Contractor, and unless the proof is satisfactory to the Owner, the substitution will not be approved. Requests for substitution on the grounds that better delivery can be obtained on the equipment proposed for substitution will not be approved for it will be considered that the Contractor in his proposal has named equipment on which he has received proposals from equipment manufacturers giving a delivery time which will permit completion of the project within the contract time. Requests for substitution of equipment, which the Contractor cannot prove to the satisfaction of the Owner to be equal or superior in construction and/or efficiency to that so named in the contract will not be approved.

In the event the Contractor obtains the Engineer's approval on equipment other than that which is shown on the plans and specified herein, the Contractor shall at his own expense make any changes in the structures, buildings or piping necessary to accommodate the equipment.

46. SAFEGUARDING MARKS: The Contractor shall safeguard all points, stakes, grade marks, monuments, and bench marks made or established on the work, bear the cost of re-establishing same if disturbed, or bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization, such established points, stakes and marks.

The Contractor shall safeguard all existing and known property corners, monuments and marks not related to the work and, if required, shall bear the cost of having them re-established by a licensed surveyor is disturbed or destroyed during the course of construction.

47. EXISTING UTILITY SERVICE: All existing utility service shall be maintained with a minimum of interruption at the expense of the Contractor.

48. SALES TAX ON PUBLIC WORKS CONSTRUCTION CONTRACTS: The Contractor shall familiarize himself with Florida law on sales tax and comply with the regulations set forth therein.

49. JOB DESCRIPTION SIGNS: Unless otherwise directed by the City, the Contractor shall furnish, erect, and maintain suitable weatherproof signs containing the following information:

- A. City Seal (in colors) in the upper left hand corner
- B. Project Number, Project Title and Bid Number
- C. Job Description
- D. Estimated Cost
- E. Completion Date

Minimum size of sign shall be four feet high, eight feet wide and shall be suitably anchored. The entire sign shall be painted with a white background and present a pleasing appearance. Lettering will be in black and will be of a size large enough to be easily read from the adjacent roadway. Exact location of signs will be determined in the field. For linear projects, two (2) signs will be required, one at each end of the job. The cost of such job signs shall be at the sole expense of the Contractor.

50. PERMITS: The Contractor shall be responsible for obtaining all local building permits. It is the responsibility of each bidder to contact the appropriate permitting agency and determine what fees and submittals are necessary to pull a permit. By submitting a bid the bidder certifies that he/she has contacted the appropriate permitting agencies, is knowledgeable of all the permit submittal requirements, and is prepared to obtain a permit within a reasonable time to be specified by the City. The Contractor is required to pay all the required permit fees whether or not there is a line item in the bid schedule, so he/she should ensure that these costs are included in his/her bid submission. The City will obtain the United States Army Corps of Engineer's Permit.

51. CALENDAR DAY: A calendar day is defined as any calendar day including Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, and all City, State, and Federal recognized holidays. All work performed during a calendar day shall be in accordance with the appropriate Section of the Code of Ordinances of the City of Stuart.

The Contractor is encouraged to work during daytime hours with minimal disruption to businesses and the traveling public. Contractors wishing to work on Saturdays, Sundays or City recognized legal holiday, shall submit a request to the City's Project Manager, in writing, prior to starting such work.

52. REGULATIONS: These specifications will not relieve the Contractor from adhering to requirements or regulations of any regulatory agency. No Contractor will be permitted to work more than eight hours per day, forty hours per week on any contracts awarded by the City to perform municipal construction without receiving written approval from the Engineer. In the event approval is granted for a Contractor to work more than eight hours per day or forty hours per week, the cost of the engineering and inspection charges for this overtime work will be deducted from the Contractor's payments. Contractors receiving authorization from the Engineer to work overtime for the benefit or to protect the health and welfare of the City shall not be assessed for this overtime.

Inclement weather, relocation of conflicting utilities, change orders specifying a specific number of days' extension, or authorized written delays by the Engineer shall be not charged against the contract time. The decision of the Engineer as to the days not charged against the contract time shall be final and binding.

53. TESTING: All testing will be directed by the Contractor unless otherwise specifically stated in the plans or specifications all tests will be done by a laboratory approved by the City's Project Manager and the expenses will be paid by the Contractor.

The Contractor will be required, at his expense, to provide samples of materials to be tested, or make available or prepare sites for the testing procedures and supply any necessary equipment to make these tests in the field. The Contractor will be required to pay all expenses including all laboratory fees when the results of these tests have failed to meet the minimum standards within the specified tolerances set forth in the specifications. The Contractor may, at his option, be billed directly by the laboratory for these expenses or have the amount deducted from his final payment upon the completion of the contract.

All tests required, whether done by the City's or the Contractor's laboratory will be provided to the Engineer or his designated representative at the time and place of his choosing in his sole discretion.

54. LOCATING UNDERGROUND UTILITIES: In accordance with Florida law the Contractor will call the *Florida One Call* or other appropriate designated agency 48 hours prior to any ditching, trenching or digging in any areas of the project in order to have telephone, cable television, telegraph, light or power poles, water mains, conduits, pipes or drains or other underground utilities either public or private in or on the streets or alleys. All work on this project shall be conducted so that no interruption or delay will be caused in the operation or use of these utilities. When disruptions of utility services are unavoidable, necessary and planned for, proper written notice shall be given to all affected or likely to be affected citizens, at least 24 hours in advance, so that they are afforded the opportunity to make suitable arrangements to compensate for the service disruption.

In addition to the above, the contractor will initiating work, in or immediately adjacent to the Florida East Coast Railway right of way, prior to contact the Florida East Coast Railway and ensure that they have adequate plans for the work to be constructed; that they are aware of the beginning and completion dates of said work, that no work to be accomplished will hazard or endanger any FEC trains or property; and that their Signal Group is notified to provide locates for their underground utilities (the FEC is not notified by Sunshine One Call). The Telephone number for the FEC Signal Group is: 1-800-342-1131 extension 2377 or 1-904-826-2377.

55. DAMAGE TO PUBLIC OR PRIVATE PROPERTY: If, during construction, the Contractor causes any damage or aggravates an existing condition on public or private property, he shall be held responsible for complete replacement of those items in question.

If any of the items below are disturbed or any damage done to existing structures, pavement, meter posts, driveways, markers, street and traffic signs, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipe lines, conduits, drains, traffic and street light standards and foundations, roof drains, benches, meter boxes, striping, catch basins, flagstones, rocked, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired in a manner satisfactory to the Engineer.

56. HURRICANE AND STORM WARNINGS: The Contractor will be required to remove all materials from the job site or provide safe storage for the same, that may be blown about or become a

hazard during a hurricane or windstorm. Contractor shall also take necessary precautions to remove bullheads, dams or other structures blocking drains in the event of flooding conditions. No extra pay will be allowed for this work.

57. DUST PREVENTION: The Contractor shall, by means of a water spray, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or work in an incomplete stage. All costs of this work shall be included in cost of other parts of the work.

58. PLACING BARRICADES AND WARNING LIGHTS: The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular, boater, and pedestrian traffic. Should the Contractor fail to erect or maintain same etc., the Engineer may, after 24 hour notice to the Contractor, proceed to have such placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any moneys due, or to become due, to the Contractor.

59. POWER/UTILITIES: The Contractor shall furnish all electrical or other power required for construction, testing and trial operation prior to final acceptance by Owner.

60. PHOTOGRAPHIC DOCUMENTATION OF JOB SITE: *The Contractor shall be required to furnish the Owner with either videotapes and digital photographs of the entire jobsite prior to the start of any construction activity in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site prior to any work being undertaken by the Contractor.* At the completion of all construction activities, the Contractor shall be required to furnish the Owner with videotapes and digital photographs of the entire jobsite in a manner and format acceptable to the Public Works Director sufficient to document the condition of that site after the completion of all work being undertaken by the Contractor. The decision as to whether videotapes, digital photographs or both will be required will be at the sole discretion of the Public Works Director based on his assessment of which provides the best documentary evidence of the before and after conditions of the jobsite. Unless otherwise stipulated in the specifications, the Contractor shall furnish said photographic documentation of the job site at his own expense.

61. ACCESSIBILITY STANDARDS: In respect to the supply and/or installation of the services and/or items as outlined under this bid/contract; the Bidder/Contractor certifies that the work will done or the item provided is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

All applicable shop drawings will be submitted for review to ensure that the product or the work as required by this bid is in compliance with the applicable ADA Standards and/or in compliance with the Florida Accessibility Code for Building Construction.

62. RECORD DRAWINGS: Toward the end of the project prior to requesting the substantial completion walkthrough the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of record drawings for review and approval:

A. Three blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida. At the completion of the



project, including punch list items and prior to submitting an application for final payment, the Contractor shall produce at his own expense and submit to the Owner via the Engineer or Architect the following copies of final record drawings for review and approval:

- B. Eight blue (or black) line drawings signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida.
- C. One digital copy of the record drawings in “AutoCAD” format version 2004 or earlier and adobe acrobat (PDF).

The Engineer may require the Contractor to submit additional signed and sealed copies of record drawings at any time in the process for review or use by the Owner and Engineer and the Contractor will provide additional signed and sealed copies as requested at no additional expense to the Owner or Engineer.

All engineering record drawings shall be signed and sealed by a registered Professional Engineer or Professional Surveyor and Mapper licensed in the State of Florida. All digital record information files must be in State Plane Coordinates: (NAD 83/90).

The Contractor is responsible for providing all construction staking, as needed, to accurately complete the project.

63. ADDITIONAL REQUIREMENTS: The successful bidder is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

**SECTION VI  
INSURANCE REQUIREMENTS AND CERTIFICATE OF INSURANCE**

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A hold harmless/indemnification clause which have been drafted by legal counsel should be included in your agreements and must comply with the provisions of F.S. 725.06 (construction contracts) and F.S. 725.08 (design professional contracts). To assure the indemnitor has the financial resources to respond to its obligation to indemnify, adequate insurance should be required to respond to the contractually assumed liabilities including proper additional insured endorsements.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability: The Contractor/Lessee/Service Provider shall, during the life of this agreement take out and maintain broad form Commercial General Liability Insurance, including contractual liability, to cover the Hold Harmless agreement set forth herein, with limits of not less than:

- |   |                       |
|---|-----------------------|
| • Each Occurrence                         | \$1,000,000           |
| • Personal/Advertising Injury             | \$1,000,000           |
| • Products/Completed Operations Aggregate | \$2,000,000           |
| • General Aggregate                       | \$2,000,000           |
| • Fire Damage                             | \$100,000 Any 1 Fire  |
| • Medical Expense                         | \$10,000 Any 1 Person |

An Additional Insured endorsement **MUST** be attached to the Certificate of Insurance and **MUST** include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations Coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided. XCU coverage is to be included. There should be

no exclusion for fellow employees, cross liability or insured vs. insured. Contractual liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO Form Separation of Insureds clause. There shall not be a “damage to your work” exclusion in the policy. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. A “limited pollution liability extension endorsement” may be attached. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire.

2. Business Automobile: The Contractor/Lessee/Service Provider shall during the life of this Contract take out and maintain Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with limits of not less than \$1,000,000 per accident. In the event bidder does not own any automobiles, the City will accept proof of hired and non-owned auto liability only. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

3. Worker’s Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under federal workers compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

4. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

5. Certificates of Insurance: The Contractor **upon notice of award** will furnish Certificate of Insurance Form. These shall be completed by the authorized Resident Agent and returned to the Procurement and Contracting Services Division. This certificate shall be dated and show:

- A. The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- B. Statement that the Insurer will grant the City the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal.
- C. City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City’s Risk Manager.

**SECTION VII**  
**SCOPE OF WORK**

**1 SCOPE OF WORK**

This work consists of furnishing all labor, material, and equipment necessary to perform the following services:

- A. Constructing a surface water conveyance system with littoral wetlands for the purpose of rehydrating tidally influenced mangrove wetlands and improving water quality within the Poppleton Creek Watershed. The project is located at the southeast corner of Palm City Road and Poppleton Creek, within a 4.3 acre property at Mangrove Park.
- B. Prior to construction, the contractor shall submit an erosion control plan to the City for review and approval. The erosion control plan shall describe in detail the proposed methods for controlling sediments and protecting water quality in all areas downstream of the construction work. The plan shall address the use of silt fence and turbidity barriers.
- C. Contractor is responsible for providing the public access boardwalk design. The design shall be prepared by a licensed Florida Professional Engineer. The boardwalk shall be designed for pedestrian use. Design of the boardwalk shall be in accordance with all applicable codes, regulations, and standards for pedestrian use. Boardwalk shall be designed with all 316 stainless steel hardware. The design shall also include CCA pressure treated lumber in accordance with AWWA Standard C-18-73 at the rate of 0.60 lbs/ft. Piles shall be marine treated timber piles and shall include an industry standard, inert, non-leaching, synthetic material wrapping from one foot below the substrate to one foot above MHWL. All decking shall be Grade #1 lumber. All beams and joists shall be Grade #2 lumber. The Contractor shall submit the public access boardwalk design to the City for review and approval prior to constructing the boardwalk.
- D. All dredge material shall be stored in fully contained upland locations within the project area or placed directly in a self-contained barge or sealed dump truck and deposited at an approved upland location. Most work shall be conducted from upland, however if any in-water work is proposed by barge, all construction vessels shall operate within waters of sufficient depth to preclude bottom scouring and prop dredging. All construction equipment, tools, and materials shall be transported to and from the site via barge and upland roadways.
- E. It is the intent of the bid and construction documents to have a finished project at completion of construction. Thus, the Bidder shall include all costs associated with the construction documents to ensure a full and complete bid for the construction and associated site work. If a specific item is not listed in the documents, it is the contractor's responsibility to include such items.
- F. All work shall be performed in a professional manner and shall conform to all applicable City, County, State and Federal Regulations and/or Codes. The Bidder/Contractor shall also be responsible for obtaining all permits and licenses required to begin work.
- G. Contractor is responsible for confirming actual site conditions prior to starting construction, and assures that the construction project produced will be built as designed by the engineer.

- H. The technical specifications, FDEP Environmental Resource Permit, FDEP Environmental Resource Permit Modification, Geotechnical Report, and engineering plans for this project are specified in Section X.



**SECTION VIII  
CITY OF STUART  
SAMPLE UNIT PRICE CONTRACT**

**PROJECT:** ITB #2016-299 WATERSHED IMPROVEMENTS, INCLUDING PUBLIC ACCESS BOARDWALK AT POPPLETON CREEK MANGROVE PARK

**CONTRACTOR:** TBD

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**THIS UNIT PRICE AGREEMENT**, hereinafter "Agreement," made this \_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Stuart, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter called the "CITY", and \_\_\_\_\_, hereinafter called the "CONTRACTOR."

**WITNESSETH:**

**1. DESCRIPTION OF WORK**

It is agreed that the work to be done under this Agreement is described in the contract documents listed in "**Exhibits A & B**" attached hereto. A copy of these documents is on file in the Office of the City Clerk as a public record. Any conflict between the terms and conditions of the documents and the terms and conditions of this Agreement, shall be interpreted in favor of this Agreement.

**2. PROJECT MANAGER**

The Project Manager for the City is the Public Works Director unless a designee is appointed in which the identity of the designee shall be provided to the CONTRACTOR in writing.

The Project Manager for the Contractor is

### **3. TIME OF PERFORMANCE**

The Contractor shall begin work within ten (10) calendar days after delivery of written Notice to Proceed, hereinafter “NTP,” issued by the Project Manager for the City to the Project Manager for the Contractor. All performance of the Contract Work shall be completed within **120 (one-hundred twenty) calendar days** of the date of issuance of the NTP. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for purposes of the completion deadline.

The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Agreement. Should the organization of the Contractor, or its management, or the manner of carrying on the work be inadequate to do the work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and the Contractor and the Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Agreement unless the City authorizes such payment in writing.

The City has established an allowable Agreement duration in terms of calendar days sufficient to complete the Work covered by the Agreement. By execution of the Agreement, the Contractor agrees the calendar days are sufficient to perform the Work and it has priced its bid taking into account Agreement duration. If the Contractor’s Work (which is actually on the critical path) is impacted by one or more of the following events, the City may (but is not obligated to) consider approving an extension of time:

1. Tornado, Hurricane or Tropical Storm, but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.
2. Earthquake.

No other event or condition (including unforeseen inclement weather), other than those specifically identified above, will be considered as a basis for an extension of Agreement time.

### **4. CONTRACT PAYMENT AND CONTRACT TERM**

The City shall pay the Contractor for the performance of this Agreement and satisfactory completion of the project in accordance with the unit prices as specified in “**Exhibit B**” not to exceed \$\_\_\_\_\_ without prior written authorization from the Project Manager of the City. Monthly partial payments requests based on the amount of work completed shall be allowed, and will be made within thirty (30) days after the work being billed is accepted by the Project Manager of the City.

For any utility (water, sewer or drainage) or roadway construction and/or repair work that would require the contractor to perform a density test per the City of Stuart specifications, all hard copies of the density test reports performed within the requested pay period must be submitted with the payment application. Failure to provide the required documents may result in a delay of payment.

The term of this Agreement shall be **120 (one-hundred twenty) calendar days** from the written NTP, unless the Work is completed sooner or the contract is terminated by the City.

## **5. LIQUIDATED DAMAGES**

The Contractor shall pay to the party of the first part, as damages for non-completion of the work within the time stipulated for its completion, one hundred dollars (\$100.00) for each and every day for the first thirty (30) days and five hundred dollars (\$500.00) for each and every day thereafter, which may exceed the stipulated time for its completion, is hereby agreed upon, fixed and determined by the parties hereto as liquidated damages that the party of the first part will suffer by reason of such default and not by way of penalty.

The party of the first part is hereby authorized to deduct the said sum as specified above, per day, from the moneys which may be due or become due said Contractor for the work under this contract, or as much thereof as the Owner may, at its own option, deem just and reasonable.

## **6. AUDIT**

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

## **7. GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the City any defects in workmanship or material appearing in the work within 12 months after the day the work is accepted by the Project Manager of the City. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the City shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the City deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative the City may sue for damages, or both.

## **8. CONTRACTOR RESPONSIBILITY**

### **8.1 Independent Contractor**

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.



## **8.2 Responsibility for Work**

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him, or it, on account of the amount or character of the Work, or because of the nature of the ground in or on which the work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

## **8.3 Contractor's Records**

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract.

Maintenance and Public Access to Records: In compliance with F.S. 119.0701 (2013) the Contractor shall:

(a) Keep and maintain public records that would ordinarily and necessarily be required by the City of Stuart in order to perform the services provided by the Contractor. This includes, without limitation, any and all financial, accounting, operational, time or service records or reports kept, generated or issued as a normal part of the services provided.

(b) Provide the public with access to these public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

(c) Ensure that public records that are considered exempt or confidential by law, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(e) All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(f) If the Contractor does not comply with a public records request, the City shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

## **9. INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the City, its officials, employees, agents, and volunteers and indemnify the City, its officials, employees, agents, and volunteers against any and all claims, demands, penalties, judgments, court costs, attorney's fees, and liability of every kind and nature whatsoever arising out of or in any way connected or arising out of the performance of this Agreement to the extent of the insurance requirements set forth herein. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

## 10. INSPECTION

The project will be inspected by the Engineer of Record (EOR) and the Public Works Inspector for the City and will be rejected if it is not in conformity with the Agreement provisions. Rejected work will be immediately corrected by the Contractor. When the work is substantially completed, the Contractor shall notify the City in writing that the work shall be ready for final inspection at least two (2) calendar days prior, which shall be stated in such notice.

## 11. INSURANCE

### 11.1 Requirements.

Contractor shall procure and maintain insurance, as specified in Section VI of the ITB and as provided in Exhibit C of the agreement.

## 12. GENERAL PROVISIONS

### 12.1 Attorneys' Fees and Costs

In the event the Contractor defaults in the performance of any of the terms, covenants and conditions of this Agreement, the Contractor agrees to pay all damages and costs incurred by the City in the enforcement of this Agreement, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

### 12.2 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Agreement, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

### 12.3 Venue

The validity, interpretation, construction, and effect of this Agreement shall be in accordance with and governed by the laws of the State of Florida, only. Venue for any lawsuit to enforce the terms and obligations of this Agreement shall lie exclusively in Martin County, Florida.

### 12.4 Contractual Authority

**By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor,** and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of

“apparent authority,” or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

### **12.5 Sovereign Immunity**

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

### **12.6 Miscellaneous**

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

## **13. DEFAULT / TERMINATION**

### **13.1 Termination for Convenience**

The City upon a seven (7) day written notice to the other party may terminate this Agreement. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.

### **13.2 Termination for Cause**

The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City.

If after notice of termination of the Contract under the provisions of this paragraph 13.2., it is determined for any reason that the Contractor was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 13.1 of this contract which allows the City to terminate the Contractor for convenience.

## **14. PUBLIC RECORDS**

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

**15. EXHIBITS INCLUDED IN AGREEMENT**

**Exhibit A** "ITB as submitted by contractor and accepted by the City"

**Exhibit B** "Original ITB as issued by the City, including all addenda"

**Exhibit C** "Insurance and Indemnification"

**Exhibit D** "Payment and Performance Bond with Power of Attorney"

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Signatures are on following page**

IN WITNESS WHEREOF, the City has hereunto subscribed and the Contractor has signed his, its, or their name, or names the date aforesaid.

**CITY OF STUART, FLORIDA**

ATTEST:

\_\_\_\_\_  
CHERYL WHITE  
CITY CLERK

\_\_\_\_\_  
KELLI GLASS LEIGHTON  
MAYOR

APPROVED AS TO FORM  
AND CORRECTNESS:

\_\_\_\_\_  
MICHAEL MORTELL  
CITY ATTORNEY

WITNESSES:

**CONTRACTOR**

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
(Print)

**SECTION IX**

**BIDDERS CHECKLIST**

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt & IRS W-9 submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Warranty is in compliance with bid requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is bid submitted (one original, two copies)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is 10% Bid Bond included?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is equivalent product literature enclosed?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are all Forms completed, signed (if required), and enclosed? <ul style="list-style-type: none"> <li>o Bid Form</li> <li>o Bid Schedule</li> <li>o Warranties</li> <li>o Safety Standards Certification</li> <li>o Questionnaire</li> <li>o Subcontractors List</li> <li>o Public Entity Crimes</li> <li>o Minority Business Enterprise Participation</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input type="checkbox"/> No <input type="checkbox"/>

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

**SECTION X**  
**PLAN DRAWINGS & ATTACHMENTS**

**ATTACHMENT A**  
**PROJECT LOCATION MAP**





**ATTACHMENT B**

**PERMITS**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)  
ENVIRONMENTAL RESOURCE PERMIT**



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

SOUTHEAST DISTRICT OFFICE  
3301 GUN CLUB ROAD, MSC 7210-1  
WEST PALM BEACH, FL 33406  
(561) 681-6600

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANERA  
LT. GOVERNOR

JONATHAN P. STEVERSON  
SECRETARY

April 20, 2015

City of Stuart  
c/o Sam Amerson, Director of Public Works  
121 SW Flagler Avenue  
Stuart, FL 34994  
Sent via e-mail: [samerson@ci.stuart.fl.us](mailto:samerson@ci.stuart.fl.us)

Dear Mr. Amerson:

Enclosed is Environmental Resource Permit No. 43-0211171-006, issued pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.).

Appeal rights for you as the permittee and for any affected third party are described in the text of the permit along with conditions which must be met when permitted activities are undertaken. Please review this document carefully to ensure compliance with both the general and specific conditions contained herein. As the permittee, you are responsible for compliance with these conditions. **Please ensure all construction personnel associated with your activity review and understand the attached drawings and conditions.** Failure to comply with this permit may result in liability for damages and restoration, and the imposition of civil penalties up to \$10,000.00 per violation per day pursuant to Sections 403.141 and 403.161, F.S.

It appears that the proposed scope of work may result in a stormwater discharge to surface waters of the State or a municipal separate storm sewer system, and disturb (which includes clearing, grading and excavation) one (1) or more acres of land. For information regarding Florida's National Pollutant Discharge Elimination (NPDES) stormwater program for construction activities, please visit: <http://www.dep.state.fl.us/water/stormwater/npdes/index.htm>.

In addition, please ensure the construction commencement notice and all other reporting conditions are forwarded to the appropriate office as indicated in the specific conditions.

If you have any questions about this document, please contact me at (561) 681-6646 or by email at [Benny.Luedike@dep.state.fl.us](mailto:Benny.Luedike@dep.state.fl.us).

Sincerely,

A handwritten signature in blue ink that reads "Benny Luedike".

Benny Luedike  
Environmental Administrator  
Submerged Lands & Environmental  
Resources Program



## Permit Review Checklist

(A summary of the required monitoring and reporting activities for your project)

### Pre-Construction Requirements

Activity	Date Due	Date Completed
<input type="checkbox"/> Contact DEP to Schedule Pre-construction Meeting	Prior to construction	_____
<input type="checkbox"/> Release or Amend Conservation Easement	Prior to Construction	_____
<input type="checkbox"/> Submit Pre-Construction Notice Form to DEP	48 Hrs. Before Construction	_____
<input type="checkbox"/> Temporary Erosion & Turbidity Control Structures in Place	Prior to construction	_____

### Construction Requirements

Activity	Date Due	Date Completed
<input type="checkbox"/> Permit with All Attachments Kept at the Work Site	Permit shall be available on-site for DEP inspector at all times	_____
<input type="checkbox"/> Permanent Erosion & Turbidity Control Structures in Place	Structures should be inspected daily	_____
<input type="checkbox"/> Turbidity Monitoring	As necessary, submitted weekly	_____
<input type="checkbox"/> Report Changes to Permitted Drawings / Plans / Activities	Contact DEP <b>before</b> any changes	_____

### Post-Construction & Mitigation Requirements

Activity	Date Due	Date Completed
<input type="checkbox"/> Commencement of Required Mitigation Activities	Within 60 days of commencing mangrove impacts	_____
<input type="checkbox"/> Restore Construction / Staging Areas	14 days after construction	_____
<input type="checkbox"/> Mitigation Monitoring & Success	Per the Specific Conditions in the Permit	_____
<input type="checkbox"/> Maintain All Temporary Impact Areas & Other Disturbed Areas Free of Exotic / Nuisance Vegetation	Perpetually	_____
<input type="checkbox"/> "Completion and Certification (As-Built) Form" signed & sealed by P.E. and sent to DEP	30 days after construction	_____
<input type="checkbox"/> Transfer Form Submitted to DEP	Within 30 days Sale of property (if property sold)	_____

**For the above criteria that require you to contact Department, please contact the FDEP- Southeast District Branch Office, Environmental Resources Permitting Section, 337 N 4th Street, Suite 307, Fort Pierce, FL 34950-4206; Attention: Irene Arpayoglou; Phone: (772) 467-5557; Email: [Irene.Arpayoglou@dep.state.fl.us](mailto:Irene.Arpayoglou@dep.state.fl.us).**

**PLEASE NOTE: As the property owner/permittee, you are ultimately responsible for ensuring that the required conditions of your permit are complied with and timely reported to the Department. Please ensure that any designated contractors or agents acting on your behalf are familiar with these requirements.**



**FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

SOUTHEAST DISTRICT OFFICE  
3301 GUN CLUB ROAD, MSC 7210-1  
WEST PALM BEACH, FL 33406  
(561) 681-6600

RICK SCOTT  
GOVERNOR

CARLOS LOPEZ-CANTERA  
LT. GOVERNOR

JONATHAN P. STEVERSON  
SECRETARY

**Permittee/Authorized Entity:**

City of Stuart  
c/o Sam Amerson, Director of Public Works  
121 SW Flagler Avenue  
Stuart, FL 34994  
E-mail: [samerson@ci.stuart.fl.us](mailto:samerson@ci.stuart.fl.us)

**Project Name:**

Poppleton Creek Watershed Improvements at Mangrove Park

**Authorized Agent:**

Evergreen Engineering, Inc.  
c/o Kevin Henderson, President  
Phone: (772) 223-1005; Email: [evergreenengineeringinc@gmail.com](mailto:evergreenengineeringinc@gmail.com)

**Compliance Project Manager:**

Irene Arpayoglou, Environmental Specialist II  
Phone: (772) 467-5557; Email: [Irene.Arpayoglou@dep.state.fl.us](mailto:Irene.Arpayoglou@dep.state.fl.us)

**Environmental Resource Permit - Granted**

**State-owned Submerged Lands Authorization – Granted and Not Applicable**

**U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required**

**Permit No.:** 43-0211171-006

**Permit Issuance Date:** April 20, 2015

**Permit Construction Phase Expiration Date:** April 19, 2020

**Consolidated Environmental Resource Permit  
and  
State-owned Submerged Lands Authorization**

**Permittee / Grantee: City of Stuart  
Permit No.: 43-0211171-006**

**PROJECT LOCATION**

The activities authorized by this Permit and state-owned submerged lands authorization are located landward of and within Poppleton Creek, a Class III Waterbody, more particularly within a 4.3 acre property (Parcel ID No. 0838410070001060000) at the southeast corner of Palm City Road and Poppleton Creek Waterway, City of Stuart (Section 8, Township 38 South, Range 41 East), in Martin County (Latitude N 27° 11' 19.96", Longitude W 80° 15' 22.22").

**PROJECT DESCRIPTION**

In accordance with the attached project drawings, the permittee is authorized to perform the following activities: (1) construct a surface water conveyance system with littoral wetlands for the purpose of rehydrating tidally influenced mangrove wetlands and improving water quality within the Poppleton Creek Watershed and (2) construct a public access boardwalk over the created surface water conveyance system and wetlands. Authorized activities are depicted on the attached exhibits.

The submerged bottom within Poppleton Creek that is proposed to be dredged is unvegetated silted bottom, therefore, this permit does not authorize impacts to submerged grass beds. The areas where the surface water conveyance system is authorized is primarily uplands, however, at the locations where the surface water conveyance system will connect to Poppleton Creek, approximately 0.20-acres of mangrove will be impacted. While requiring to still meet their water quality improvement objective, the permittee has designed the project to reduce impacts to the mangrove wetlands to the most practicable extent.

To offset the unavoidable impacts, the permittee has provided the following as mitigation: (a) enhancement of the existing 2.20-acre mangrove wetland area that is to remain by creating micro-sited channels in order enhance flushing; and (b) create 0.75-acres of littoral wetlands within the surface water conveyance system in order to facilitate the natural tidal flushing of the remaining wetland system. Once the appropriate grade has been obtained, the wetland creation areas shall be planted with the species denoted in the attached permit sketches.

All dredge material shall be stored in fully contained upland locations within the project area or placed directly in a self-contained barge or sealed dump truck and deposited at an approved upland location. Most work shall be conducted from upland, however, if any in-water work is proposed by barge, all construction vessels shall operate within waters of sufficient depth to preclude bottom scouring and prop dredging. All construction equipment/tools and materials shall be transported to and from the site via barge and upland roadways. All equipment/tools and materials shall be stored within uplands, and for the duration of construction, staked erosion control fences shall be installed and maintained around all staging and spoil stockpile areas. This permit does not authorize staging or storing construction equipment or materials within wetlands or surface waters.

The attached standard manatee conditions (version 2011) shall be adhered to during all in-water work. Prior to initiating the connection between the permitted conveyance system and Poppleton Creek, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom or staked erosion control devices shall be utilized around the project area(s) to ensure that any turbidity resulting from construction activities will be contained within the project boundaries. During all phases of the project, all waterbodies and wetlands outside the specific limits of construction authorized by this permit shall be protected from erosion, siltation, sedimentation, and/or scouring.

## **AUTHORIZATIONS**

### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the portion of the activity located landward of the mean high water line is not on submerged lands owned by the State of Florida. Therefore, this portion of the project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

As staff to the Board of Trustees under Sections 253.002, F.S., the Department has determined that the portion of the activity located waterward of the mean high water line qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Pursuant to Chapter 18-21.011(3)(c), F.A.C., a waiver of the severed dredge material payment shall be approved since a governmental entity is conducting the project with the sole objective of environmental restoration or enhancement and the Board determines that waiving the severance fee is in the public interest, as defined in Rule 18-21.003, F.A.C.

### Federal Authorization

Your proposed activity as outlined on your notice and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. A copy of your permit application has been forwarded to the Corps for their review. The Corps will issue their authorization directly to you or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date your application was received at the local FDEP Office, contact the Corps at the Palm Beach Gardens Regulatory Field Office at (561) 472-3530, for status and further information. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

#### Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

#### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

### **PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS**

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

### **SPECIFIC CONDITIONS- PROJECT FORMS & ATTACHMENTS**

(1) The attached 1-page Permit Checklist; the attached project drawings (sheets 1 through 8); the attached 1-page “Standard Manatee Conditions for In-Water Work, 2011” (Exhibit A); the



attached 6-page “Florida EPPC's 2011 Invasive Plant Species List” (Exhibit B); 62-330.310(1); 62-330.310(2); 62-330.340(1); and 62-330.350(1), which may be downloaded at <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm> become part of this permit. If the permittee does not have access to the Internet, please contact the Department at (561) 681-6600 to request the aforementioned forms and/or document(s).

(2) If the attached permit drawings conflict with the specific conditions, then the specific conditions shall prevail.

### **SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION**

(3) After selection of the contractor to perform the authorized activities and prior to the initiation of any work authorized by this permit, the permittee (or authorized agent) and the contractor shall attend a pre-construction conference with a representative of the Department. It shall be the responsibility of the permittee to contact this project’s Compliance Project Manager, Irene Arpayoglou, by email [Irene.Arpayoglou@dep.state.fl.us](mailto:Irene.Arpayoglou@dep.state.fl.us), or by phone (772) 467-5557, to schedule the pre-construction conference. **If the assigned Compliance Project Manager cannot be reached, the permittee shall contact the ERP Program Compliance/Enforcement section by phone (561) 681-6600, to schedule the pre-construction conference.**

(4) The permittee shall ensure that the permit conditions are explained to all construction personnel working on the project and for providing each contractor and subcontractor with a copy of this permit before the authorized work begins.

(5) Prior to construction commencement, the permittee shall release or amend the existing conservation easement (Book/Page 1862/1, Martin County Clerk of Court) by contacting the Department’s assigned Compliance Manager.

(6) Prior to removing muck from the mangrove wetlands to create the micro-channels, the permittee shall clearly stake the proposed limits of the micro-channels and contact the Department’s assigned Compliance Manager to schedule a site inspection. The purpose of the site inspection is to confirm that the micro-channels have been appropriately sited to eliminate impacts to mangroves. Mangroves shall not be impacted as a result of dredging the micro-channels.

(7) Prior to construction commencement, the permittee shall submit to the Department the quantities, sizes, and spacing of the vegetation to be planted in the 0.75-acre littoral wetland creation area, which shall be comprised of 0.08-acres of red mangroves, 0.37-acres of mixed estuarine forest species, and 0.30-acres of spartina marsh. The Department shall provide written approval or recommended changes to the planting regime within 14 days of receipt of the above information.

### **SPECIFIC CONDITIONS – IMPACTS, MITIGATION, MONITORING & SUCCESS**

(8) This permit authorizes permanent impacts to 0.20 acres of mangrove wetlands. To offset the unavoidable impacts, the permittee has provided the following as mitigation:

- a) Wetland Enhancement Area- Enhancement of the existing 2.20-acre mangrove wetland area that is to remain by creating micro-sited channels in order enhance flushing; and

- b) Surface Water Conveyance & Wetland Creation Area- Create 0.73-acres of surface waters and 0.75-acres of littoral wetlands in order to facilitate the natural tidal flushing of the remaining wetland system. Once the appropriate grade has been obtained, the wetland creation areas shall be planted with the species denoted in the attached permit sketches.

(9) The wetland creation and enhancement mitigation activities shall commence within 60 days of initiating any wetland impacts authorized in this permit.

(10) Mitigation Monitoring- Within 30 days after initial planting activities, the permittee shall conduct time zero monitoring and within 60 days after the initial planting activities, the permittee shall submit to the Department a "Time Zero Report", for each wetland mitigation area described in Specific Condition No. 7. The reports shall contain a brief summary of the existing conditions; photographs, taken from a fixed photo-station; and a vegetative index (species name, quantities, and approximate size). The mitigation areas shall be monitored for five years on an annual basis, whereas the first annual monitoring event shall be conducted one year after the Time Zero Report. Subsequent Annual Monitoring Reports shall be submitted for the next four years. Each Monitoring Report shall contain a brief summary of the existing conditions; photographs, taken from the same locations as in the Time Zero Report; methods and dates of any conducted exotic/nuisance vegetation maintenance activities, a vegetative index; the approximate percent coverage of vegetative species observed; list of wildlife observed during the monitoring event; documented evidence that desirable vegetative species are reproducing naturally; and explanations if survivorship is trending toward failure. The same photo station drawing that was submitted with the Time Zero Report shall be submitted with each Annual Monitoring Report. All reports shall be submitted to the Department's Compliance Manager within 30 days following the respective annual monitoring event due date.

(11) Mitigation Success Criteria- The mitigation shall be deemed successful when all of the following conditions are met within the enhancement and creation areas:

- a) Exotic and nuisance vegetation (as listed on the most current version of "The Florida Exotic Pest Plant Council's List of Invasive Plant Species") occupy less than five (5) percent of the total cover within the mitigation enhancement and creation areas.
- b) Percent cover by non-nuisance, non-exotic (desirable) species shall be 95 percent or greater within the mitigation enhancement and creation areas. Percent cover shall be reported for the aggregate of those desirable species, relative to the total area, bare ground, and water. A list of the observed desirable species shall be reported separately for both the mitigation creation and enhancement areas.
- c) Evidence that desirable vegetative species are reproducing naturally.
- d) The vegetation monitoring data for the mitigation enhancement area shows a minimum of 95 percent vegetative cover of species listed in Rule 62-340, F.A.C.

(12) The mitigation shall be determined to be successful when the requirements of Specific Condition No's. 7 through 11 have been met. The responsibility to determine if the mitigation activities are meeting the permit-specified success criteria shall not fall solely on the Department. Within the first 2 years after initiating the mitigation, if the permittee becomes aware that the project is not meeting the success criteria and probably will not meet the criteria based on site observations,

then the permittee shall notify the Department. The permittee shall then submit an alternative mitigation plan to the Department for review and approval.

The procedures for requesting a success determination and guidelines for the Department's response are provided below.

- (a) The permittee may notify the Department whenever the permittee believes the mitigation is successful, but in no event earlier than two years after the mitigation is implemented, and at a minimum, the permittee shall demonstrate that there has been two consecutive successful annual monitoring events.
- (b) The notice shall include a copy of the most recent Annual Monitoring Report and a narrative describing how the reported data demonstrates that mitigation success criteria have been met. The permittee shall afford Department personnel the opportunity to schedule and conduct an on-site inspection of the mitigation site to determine whether the criteria are met.
- (c) Within 60 days of receipt of this notice, the Department shall notify the Permittee that the Department determined one of the following:
  - (1) That the mitigation has been successfully completed, and monitoring is no longer required; or
  - (2) That the mitigation is not successful, identifying specifically those elements of the mitigation that do not meet the success criteria; or
  - (3) That the mitigation cannot be determined to be successful at this time, identifying specifically those elements of the mitigation that prevent it from determining whether the mitigation is successful.

### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

(13) Prior to initiating impacts to jurisdictional wetlands, the limits of impact shall be clearly marked during construction in a way which is visible and obvious to anyone performing work on-site, including someone operating heavy equipment.

(14) All dredge material shall be stored in fully contained upland locations within the project area or placed directly in a self-contained barge or sealed dump truck and deposited at an approved upland location.

(15) Most work shall be conducted from upland, however, if any in-water work is proposed by barge, all construction vessels shall operate within waters of sufficient depth to preclude bottom scouring and prop dredging.

(16) All construction equipment/tools and materials shall be transported to and from the site via barge and upland roadways. All equipment/tools and materials shall be stored within uplands, and for the duration of construction, staked erosion control fences shall be installed and maintained around all staging and spoil stockpile areas. This permit does not authorize staging or storing construction equipment or materials within wetlands or surface waters.

(17) Prior to initiating the connection between the permitted conveyance system and Poppleton Creek, weighted floating turbidity curtains, extending to within one-foot from the submerged bottom or staked erosion control devices shall be utilized around the project area(s) to ensure that any turbidity resulting from construction activities will be contained within the project boundaries.

**SPECIFIC CONDITIONS – TURBIDITY MONITORING/REPORTING**

(18) Turbidity levels outside the construction area shall not exceed 29 NTU’s above background levels. The following measures shall be taken immediately by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTUs above background:

- a. Notify the Department at (561) 681-6600 at the time the violation is first detected.
- b. Immediately cease all work contributing to the water quality violation.
- c. Stabilize all exposed soils contributing to the violation. Modify the work procedures that were responsible for the violation, install more turbidity containment devices, and repair any non-functional turbidity containment devices.
- d. As required, perform turbidity monitoring per Specific Conditions.
- e. Resume construction activities once turbidity levels outside turbidity curtains fall below 29 NTUs.

(19) Turbidity Monitoring. Water turbidity levels shall be monitored if a turbidity plume is observed outside the limits of the required turbidity control devices. Samples shall be taken every four hours until turbidity subsides at one foot above the bottom, mid-depth, and one-foot below the surface at monitoring stations located as follows:

- a. Approximately 100 feet up-current of the work sites and clearly outside the influence of construction activities. (This shall serve as the natural background sample against which other turbidity readings shall be compared.)
- b. Directly outside the turbidity curtains surrounding the work sites and within the densest portion of any visible turbidity plume. (This sample shall serve as the compliance sample.)

(20) Turbidity Monitoring Reports. During dredging activities, the permittee or permittee's contractor shall collect the following turbidity monitoring data at the frequency and water depths directed by Specific Condition 19:

- a. Date and time of sampling event
- b. Turbidity sampling results (background NTUs, compliance NTUs, and the difference between them)
- c. Description of data collection methods
- d. An aerial map indicating the sampling locations
- e. Depth of sample(s)
- f. Weather conditions at times of sampling
- g. Tidal stage and direction of flow

Data shall be collected in a turbidity log and shall include a statement by the individual responsible for implementation of the sampling program attesting to the authenticity, precision, limits of detection, and accuracy of the data. The turbidity log shall be scanned and sent on a weekly basis to the Department's Compliance Project Manager, Irene Arpayoglou, by email at [Irene.Arpayoglou@dep.state.fl.us](mailto:Irene.Arpayoglou@dep.state.fl.us). The subject line of the email shall include the project name, permit number, and the title "Turbidity Monitoring Reports."

#### **SPECIFIC CONDITIONS- OPERATION & MAINTENANCE**

(21) The City of Stuart shall be responsible for the operation and maintenance of the system. In order to minimize the risk of entrapping manatees, the permitted conveyance system shall be maintained in accordance with the permitted design (i.e. depth and surface area) in perpetuity. Any deviations shall require Department approval.

(22) Operation of motorized vessels within the permitted surface water conveyance system shall be prohibited.

(23) Following construction, the permittee shall maintain the entire property free ( $\leq 5\%$ ) from the establishment of any vegetation listed on the attached 6-page "Florida EPPC's 2011 Invasive Plant Species List" (Exhibit B) in perpetuity.

#### **SPECIFIC CONDITIONS – MANATEE CONDITIONS**

(24) During all in-water work, the permittee shall comply with the standard manatee protection construction conditions listed in the attached 1-page "Standard Manatee Conditions for In-Water Work, 2011".

#### **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

(1) All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

(2) A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

(3) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida

Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

(4) At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

(5) Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

(6) Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
- b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
- c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

(7) If the final operation and maintenance entity is a third party:

- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
- b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

(8) The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

(9) This permit does not:

- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
- b. Convey to the permittee or create in the permittee any interest in real property;

- c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
- d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

(10) Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

(11) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

- (12) The permittee shall notify the Agency in writing:
- a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

(13) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

(14) If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

(15) Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

(16) The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

(17) This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

(18) A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

### **GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION**

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S. **X** and Chapter 258, F.S.

(1) Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

(2) Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

(3) Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

(4) Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

(5) Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

(6) Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

(7) Structures or activities will not create a navigational hazard.

(8) Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.



(9) Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

(10) The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

(11) Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

(12) Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

(13) All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

(14) This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

## **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Palm Beach County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



Jason Andreotta  
Permitting Program Administrator  
Southeast District

### **Attachments:**

Permit Checklist, 1 page

Project Drawings and Design Specs., 8 pages

Exhibit A, Standard Manatee Conditions for In-Water Work, 2011, 1 page

Exhibit B, Florida EPPC's 2011 Invasive Plant Species List, 6 pages

As-built Certification and Request for Conversion to Operational Phase Form 62-330.310(1)\*

Request for Transfer to the Perpetual Operation Entity Form 62-330.310(2)\*

Request to Transfer Permit Form 62-330.340(1)\*

Commencement Notice Form 62-330.350(1)\*

\*Can be downloaded at: <http://www.dep.state.fl.us/water/wetlands/erp/forms.htm>

### **Copies furnished to:**

Irene Arpayoglou, FDEP- Compliance and Enforcement, [Irene.Arpayoglou@dep.state.fl.us](mailto:Irene.Arpayoglou@dep.state.fl.us)


Samantha Rice, USACOE- Palm Beach Gardens, [FDEP-SP@usace.army.mil](mailto:FDEP-SP@usace.army.mil)

FFWCC- Bureau of Imperiled Species Management General E-mail, [fcmpmail@myfwc.com](mailto:fcmpmail@myfwc.com)

Denise Janson Rach, FFWCC, [Denise.Rach@MyFWC.com](mailto:Denise.Rach@MyFWC.com)

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

 4/20/15  
\_\_\_\_\_  
Clerk Date

OCULUS: ERP/Permitting Authorization/ERP\_211171/Permit Final/ERP Individual No Conceptual-EI/006

# Exhibit A

## (1 page)

### STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# Exhibit B

(6 pages)

## Florida EPPC's 2011 Invasive Plant Species List

### PURPOSE OF THE LIST:

To focus attention on —

- the adverse effects exotic pest plants have on Florida's biodiversity and native plant communities,
- the habitat losses in natural areas from exotic pest plant infestations,
- the impacts on endangered species via habitat loss and alteration,
- the need for pest-plant management,
- the socio-economic impacts of these plants (e.g., increased wildfires or flooding in certain areas),
- changes in the severity of different pest plant infestations over time,
- providing information to help managers set priorities for research and control programs.

### FLEPPC List Definitions:

**Exotic** - a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida.

**Native** – a species whose natural range includes Florida.

**Naturalized exotic** – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).

**Invasive exotic** – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

### Abbreviations:

#### Government List (Gov. List):

P = Prohibited aquatic plant by the Florida Department of Agriculture and Consumer Services

N = Noxious weed listed by Florida Department of Agriculture & Consumer Services

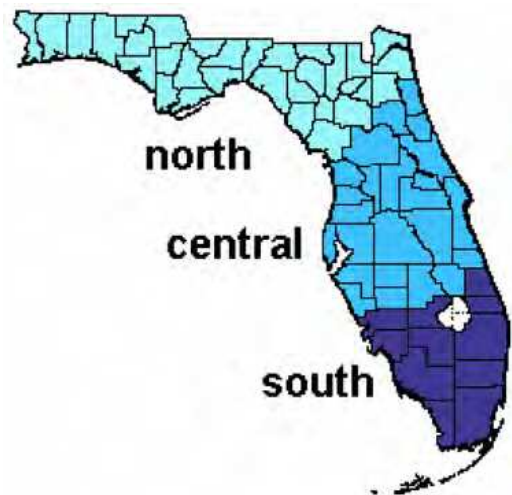
U = Noxious weed listed by U.S. Department of Agriculture

#### Regional Distribution (Reg. Dist.):

referring to each species' current distribution in general regions of Florida (not its potential range in the state).

N = North Florida

C = Central Florida



S = South Florida

## Category I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Species names below are linked to corresponding pages in *Identification and Biology of Non-Native Plants in Florida's Natural Areas* (first edition), by Ken Langeland and Kathy Craddock Burks, eds. 1998. University of Florida, Gainesville, 165 pp.

Scientific Name	Common Name	Gov. List	Reg. Dist.
<a href="#">Abrus precatorius</a>	rosary pea	N	C, S
<a href="#">Acacia auriculiformis</a>	earleaf acacia		C, S
<a href="#">Albizia julibrissin</a>	mimosa, silk tree		N, C
<a href="#">Albizia lebbbeck</a>	woman's tongue		C, S
<a href="#">Ardisia crenata</a> (=A. <i>crenulata</i> misapplied)	coral ardisia		N, C, S
<a href="#">Ardisia elliptica</a> (=A. <i>humilis</i> misapplied)	shoebutton ardisia	N	C, S
<a href="#">Asparagus aethiopicus</a> (=A. <i>sprengeri</i> ; A. <i>densiflorus</i> misapplied)	asparagus-fern		N, C, S
<a href="#">Bauhinia variegata</a>	orchid tree		C, S
<a href="#">Bischofia javanica</a>	bishopwood		C, S
<a href="#">Calophyllum antillanum</a> (=C. <i>calaba</i> and C. <i>inophyllum</i> misapplied)	santa maria (names "mast wood", "Alexandrian laurel" used in cultivation)		S
<a href="#">Casuarina equisetifolia</a>	Australian-pine, beach sheoak	P, N	N, C, S
<a href="#">Casuarina glauca</a>	suckering Australian-pine, gray sheoak	P, N	C, S
<a href="#">Cinnamomum camphora</a>	camphor tree		N, C, S
<a href="#">Colocasia esculenta</a>	wild taro		N, C, S
<a href="#">Colubrina asiatica</a>	lather leaf	N	S
<a href="#">Cupaniopsis anacardioides</a>	carrotwood	N	C, S
<a href="#">Deparia petersenii</a>	Japanese false spleenwort		N, C
<a href="#">Dioscorea alata</a>	winged yam	N	N, C, S
<a href="#">Dioscorea bulbifera</a>	air-potato	N	N, C, S
<a href="#">Eichhornia crassipes</a>	water-hyacinth	P	N, C, S
<a href="#">Eugenia uniflora</a>	Surinam cherry		C, S
<a href="#">Ficus microcarpa</a> (F. <i>nitida</i> and F. <i>retusa</i> var. <i>nitida</i> misapplied)	laurel fig		C, S
<a href="#">Hydrilla verticillata</a>	hydrilla	P, U	N, C, S
<a href="#">Hygrophila polysperma</a>	green hygro	P, U	N, C, S
<a href="#">Hymenachne amplexicaulis</a>	West Indian marsh grass		C, S
<a href="#">Imperata cylindrica</a> (I. <i>brasiliensis</i> misapplied)	cogon grass	N, U	N, C, S

<a href="#"><u>Ipomoea aquatica</u></a>	water-spinach	P, U	C
<a href="#"><u>Jasminum dichotomum</u></a>	Gold Coast jasmine		C,S
<a href="#"><u>Jasminum fluminense</u></a>	Brazilian jasmine		C, S
<a href="#"><u>Lantana camara</u></a> (= <i>L. strigocamara</i> )	lantana, shrub verbena		N, C, S
<i>Ligustrum lucidum</i>	glossy privet		N, C
<a href="#"><u>Ligustrum sinense</u></a>	Chinese privet, hedge privet		N, C, S
<a href="#"><u>Lonicera japonica</u></a>	Japanese honeysuckle		N, C, S
<i>Ludwigia peruviana</i>	Peruvian primrosewillow		N, C, S
<i>Lumnitzera racemosa</i>	kripa; white-flowered mangrove; black mangrove		S
<i>Luziola subintegra</i>	Tropical American water grass		S
<a href="#"><u>Lygodium japonicum</u></a>	Japanese climbing fern	N	N, C, S
<a href="#"><u>Lygodium microphyllum</u></a>	Old World climbing fern	N	C, S
<a href="#"><u>Macfadyena unguis-cati</u></a>	cat's claw vine		N, C, S
<i>Manilkara zapota</i>	sapodilla		S
<a href="#"><u>Melaleuca quinquenervia</u></a>	melaleuca, paper bark	P, N, U	C, S
<i>Melinis repens</i> (= <i>Rhynchelytrum repens</i> )	Natal grass		N, C, S
<a href="#"><u>Mimosa pigra</u></a>	catclaw mimosa	P, N, U	C, S
<a href="#"><u>Nandina domestica</u></a>	nandina, heavenly bamboo		N, C
<a href="#"><u>Nephrolepis cordifolia</u></a>	sword fern		N, C, S
<i>Nephrolepis brownii</i> (= <i>N. multiflora</i> )	Asian sword fern		C, S
<a href="#"><u>Neyraudia reynaudiana</u></a>	Burma reed, cane grass	N	S
<b>Error! Hyperlink reference not valid.</b>	snowflake		C, S
<i>Paederia cruddasiana</i>	sewer vine, onion vine	N	S
<a href="#"><u>Paederia foetida</u></a>	skunk vine	N	N, C, S
<a href="#"><u>Panicum repens</u></a>	torpedo grass		N, C, S
<a href="#"><u>Pennisetum purpureum</u></a>	Napier grass		N, C, S
<i>Phymatosorus scolopendria</i>	serpent fern, wart fern		S
<a href="#"><u>Pistia stratiotes</u></a>	water-lettuce	P	N, C, S
<a href="#"><u>Psidium cattleianum</u></a> (= <i>P. littorale</i> )	strawberry guava		C, S
<a href="#"><u>Psidium quajava</u></a>	guava		C, S
<a href="#"><u>Pueraria montana var. lobata</u></a> (= <i>P. lobata</i> )	kudzu	N	N, C, S
<a href="#"><u>Rhodomyrtus tomentosa</u></a>	downy rose-myrtle	N	C, S
<i>Rhynchelytrum repens</i> (= <i>Melinis repens</i> )	Natal grass		N, C, S
<i>Ruellia brittoniana</i> (= <i>R. tweediana</i> misapplied)	Mexican petunia		N, C, S
<i>Salvinia minima</i>	water spangles		N, C, S
<a href="#"><u>Sapium sebiferum</u></a> (= <i>Triadica sebifera</i> )	popcorn tree, Chinese tallow tree	N	N, C, S
<a href="#"><u>Scaevola taccada</u></a> (= <i>Scaevola sericea</i> , <i>S. frutescens</i> )	scaevola, half-flower, beach naupaka	N	C, S



<a href="#"><i>Schefflera actinophylla</i></a> (= <i>Brassaia actinophylla</i> )	schefflera, Queensland umbrella tree		C, S
<a href="#"><i>Schinus terebinthifolius</i></a>	Brazilian pepper	P, N	N, C, S
<i>Scleria lacustris</i>	Wright's nutrush		N, C, S
<a href="#"><i>Senna pendula</i></a> var. <i>glabrata</i> (= <i>Cassia coluteoides</i> )	climbing cassia, Christmas cassia, Christmas senna		C, S
<a href="#"><i>Solanum tampicense</i></a> (= <i>S. houstonii</i> )	wetland nightshade, aquatic soda apple	N, U	C, S
<a href="#"><i>Solanum viarum</i></a>	tropical soda apple	N, U	N, C, S
<i>Syngonium podophyllum</i>	arrowhead vine		N, C, S
<a href="#"><i>Syzygium cumini</i></a>	jambolan plum, Java plum		C, S
<a href="#"><i>Tectaria incisa</i></a>	incised halberd fern		S
<a href="#"><i>Thespesia populnea</i></a>	seaside mahoe		C, S
<a href="#"><i>Tradescantia fluminensis</i></a>	small-leaf spiderwort		N, C
<i>Urena lobata</i>	Caesar's weed		N, C, S
<a href="#"><i>Urochloa mutica</i></a> (= <i>Brachiaria mutica</i> )	Para grass		C, S

## Category II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

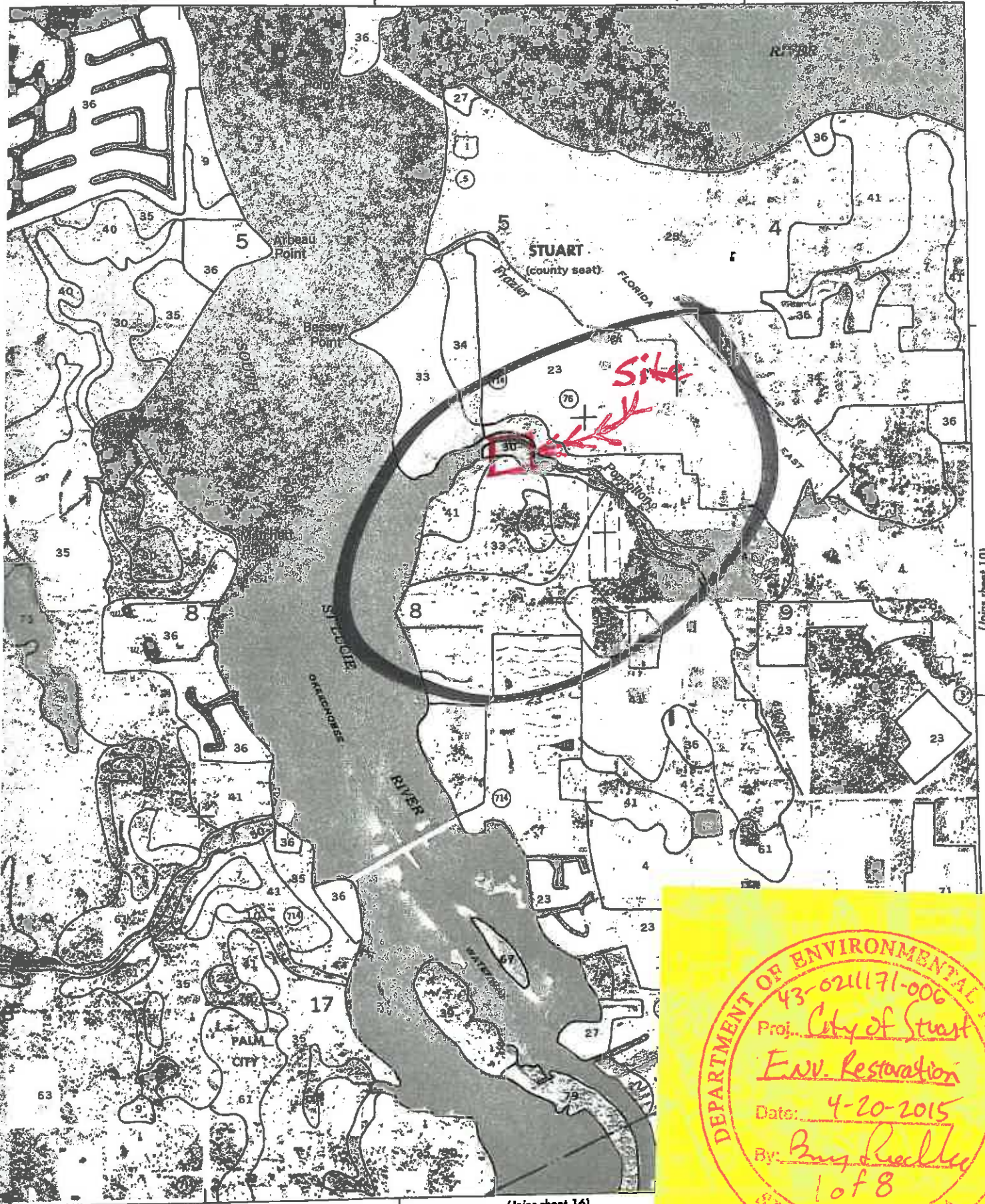
Species names below are linked to corresponding pages in *Identification and Biology of Non-Native Plants in Florida's Natural Areas* (first edition), by Ken Langeland and Kathy Craddock Burks, eds. 1998. University of Florida, Gainesville, 165 pp.

Scientific Name	Common Name	Gov. List	Reg. Dist.
<i>Adenantha pavonina</i>	red sandalwood		S
<i>Agave sisalana</i>	sisal hemp		C, S
<i>Aleurites fordii</i> (= <i>Vernicia fordii</i> )	tung oil tree		N, C
<i>Alstonia macrophylla</i>	devil tree		S
<i>Alternanthera philoxeroides</i>	alligator weed	P	N, C, S
<i>Antigonon leptopus</i>	coral vine		N, C, S
<i>Ardisia japonica</i>	Japanese ardisia		N
<i>Aristolochia littoralis</i>	calico flower		N, C, S
<i>Asystasia gangetica</i>	Ganges primrose		C, S
<i>Begonia cucullata</i>	wax begonia		N, C, S
<i>Blechum pyramidatum</i>	green shrimp plant, Browne's blechum		N, C, S
<i>Broussonetia papyrifera</i>	paper mulberry		N, C, S
<i>Bruguiera gymnorrhiza</i>	large-leaved mangrove		S
<i>Callisia fragrans</i>	inch plant, spironema		C, S
<i>Callistemon viminalis</i>	bottlebrush, weeping bottlebrush		S

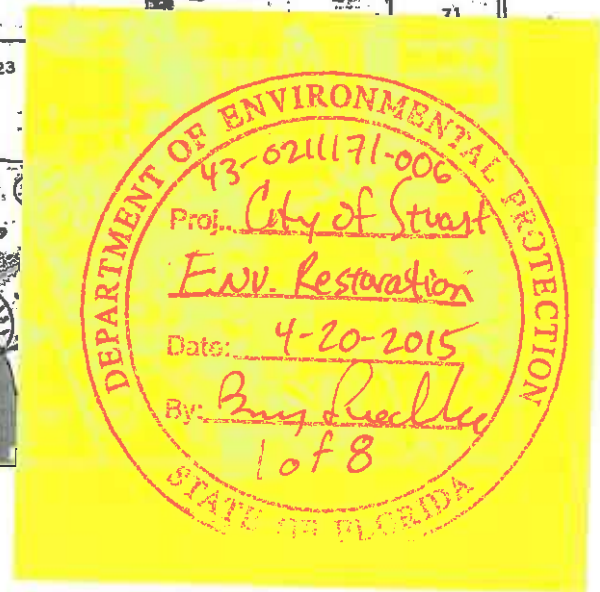
<i>Casuarina cunninghamiana</i>	river sheoak, Australian-pine	P	C, S
<i>Cecropia palmata</i>	trumpet tree		S
<a href="#"><u>Cestrum diurnum</u></a>	day jessamine		C, S
<i>Chamaedorea seifrizii</i>	bamboo palm		S
<i>Clematis terniflora</i>	Japanese clematis		N, C
<i>Cocos nucifera</i>	coconut palm		S
<i>Cryptostegia madagascariensis</i>	rubber vine		C, S
<i>Cyperus involucratus</i> ( <i>C. alternifolius</i> misapplied)	umbrella plant		C, S
<i>Cyperus prolifer</i>	dwarf papyrus		C, S
<i>Dactyloctenium aegyptium</i>	Durban crowfootgrass		N, C, S
<i>Dalbergia sissoo</i>	Indian rosewood, sissoo		C, S
<i>Elaeagnus umbellata</i>	silverberry, autumn olive		N
<i>Elaeagnus pungens</i>	silverthorn, thorny olive		N, C
<i>Epipremnum pinnatum</i> cv. 'Aureum'	pothos		C, S
<i>Ficus altissima</i>	false banyan, council tree		S
<i>Flacourtia indica</i>	governor's plum		S
<i>Hemarthria altissima</i>	limpo grass		C, S
<i>Hibiscus tiliaceus</i> (= <i>Talipariti tiliaceum</i> )	mahoe, sea hibiscus		C, S
<i>Hyparrhenia rufa</i>	jaragua		N, C, S
<i>Ipomoea fistulosa</i> (= <i>I. carnea</i> ssp. <i>fistulosa</i> )	shrub morning-glory	P	C, S
<i>Kalanchoe pinnata</i>	life plant		C, S
<i>Koelreuteria elegans</i> ssp. <i>formosana</i> (= <i>K. formosana</i> ; <i>K. paniculata</i> misapplied)	flamegold tree		C, S
<i>Leucaena leucocephala</i>	lead tree	N	N, C, S
<i>Landoltia punctata</i> (= <i>Spirodela punctata</i> )	Spotted Duckweed		N, C, S
<i>Limnophila sessiliflora</i>	Asian marshweed	P, U	N, C, S
<i>Livistona chinensis</i>	Chinese fan palm		C, S
<a href="#"><u>Melia azedarach</u></a>	Chinaberry		N, C, S
<i>Melinis minutiflora</i>	Molassesgrass		C, S
<i>Merremia tuberosa</i>	wood-rose		S
<i>Mikania micrantha</i>	mile-a-minute vine	N, U	S
<i>Murraya paniculata</i>	orange-jessamine		S
<i>Myriophyllum spicatum</i>	Eurasian water-milfoil	P	N, C, S
<i>Panicum maximum</i> (= <i>Urochloa maxima</i> , <i>Megathyrsus maximus</i> )	Guinea grass		N, C, S
<i>Passiflora biflora</i>	two-flowered passion vine		S
<i>Pennisetum setaceum</i>	green fountain grass		S
<i>Phoenix reclinata</i>	Senegal date palm		C, S
<i>Phyllostachys aurea</i>	golden bamboo		N, C
<i>Pittosporum pentandrum</i>	Philippine pittosporum, Taiwanese cheesewood		S
<i>Pteris vittata</i>	Chinese brake fern		N, C, S

<i>Ptychosperma elegans</i>	solitaire palm		S
<i>Rhoeo spathacea</i> (see <i>Tradescantia spathacea</i> )			
<i>Ricinus communis</i>	castor bean		N, C, S
<i>Rotala rotundifolia</i>	roundleaf toothcup, dwarf Rotala		S
<i>Sansevieria hyacinthoides</i>	bowstring hemp		C, S
<i>Sesbania punicea</i>	purple sesban, rattlebox		N, C, S
<i>Solanum diphyllum</i>	two-leaf nightshade		N, C, S
<a href="#"><u><i>Solanum torvum</i></u></a>	susumber, turkey berry	N, U	N, C, S
<i>Sphagneticola trilobata</i> (= <i>Wedelia trilobata</i> )	wedelia		N, C, S
<i>Stachytarpheta cayennensis</i> (= <i>S. urticifolia</i> )	nettle-leaf porterweed		S
<i>Syagrus romanzoffiana</i> (= <i>Arecastrum romanzoffianum</i> )	queen palm		C, S
<i>Syzygium jambos</i>	Malabar plum, rose-apple		N, C, S
<i>Talipariti tiliaceum</i> (= <i>Hibiscus tiliaceus</i> )	mahoe, sea hibiscus		C, S
<i>Terminalia catappa</i>	tropical-almond		C, S
<i>Terminalia muelleri</i>	Australian-almond		C, S
<a href="#"><u><i>Tradescantia spathacea</i></u></a> (= <i>Rhoeo spathacea</i> , <i>Rhoeo discolor</i> )	oyster plant		S
<i>Tribulus cistoides</i>	puncture vine, burr-nut		N, C, S
<i>Vitex trifolia</i>	simple-leaf chaste tree		C, S
<i>Washingtonia robusta</i>	Washington fan palm		C, S
<i>Wedelia</i> (see <i>Sphagneticola</i> above)			
<i>Wisteria sinensis</i>	Chinese wisteria		N, C
<i>Xanthosoma sagittifolium</i>	malanga, elephant ear		N, C, S

(Joins sheet 2)



(Joins sheet 16)



DEPARTMENT OF ENVIRONMENTAL PROTECTION  
43-021171-006  
Proj. City of Stuart  
Env. Restoration  
Date: 4-20-2015  
By: Ben Luedilo  
2018  
STATE OF FLORIDA



feet  
meters

600  
200

Google earth

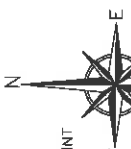


**SYMBOL LEGEND**

\* 11.47 FIELD LOCATED POINT WITH ELEVATION

**ABBREVIATIONS**

- BL CONCRETE MONUMENT
- EL ELEVATION
- FND FOUND
- IRB IRON ROD
- LIB LICENSED SURVEY
- MA&W MAG NAIL & WASHER
- NAVD0 NORTH AMERICAN VERTICAL DATUM
- NOB NUMBER OF BLOCK
- OSB ORIGINAL SURVEY BOOK
- PB PLAT BOOK
- PC PAGE
- PT POINT
- PARKER GALON NAIL SURVEYOR
- PROF PROFESSIONAL SURVEYOR
- PLS P.L.S.
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- RLS REGISTERED LAND SURVEYOR
- TRAV TRAVERSE



FIELD LOCATED POINT WITH ELEVATION  
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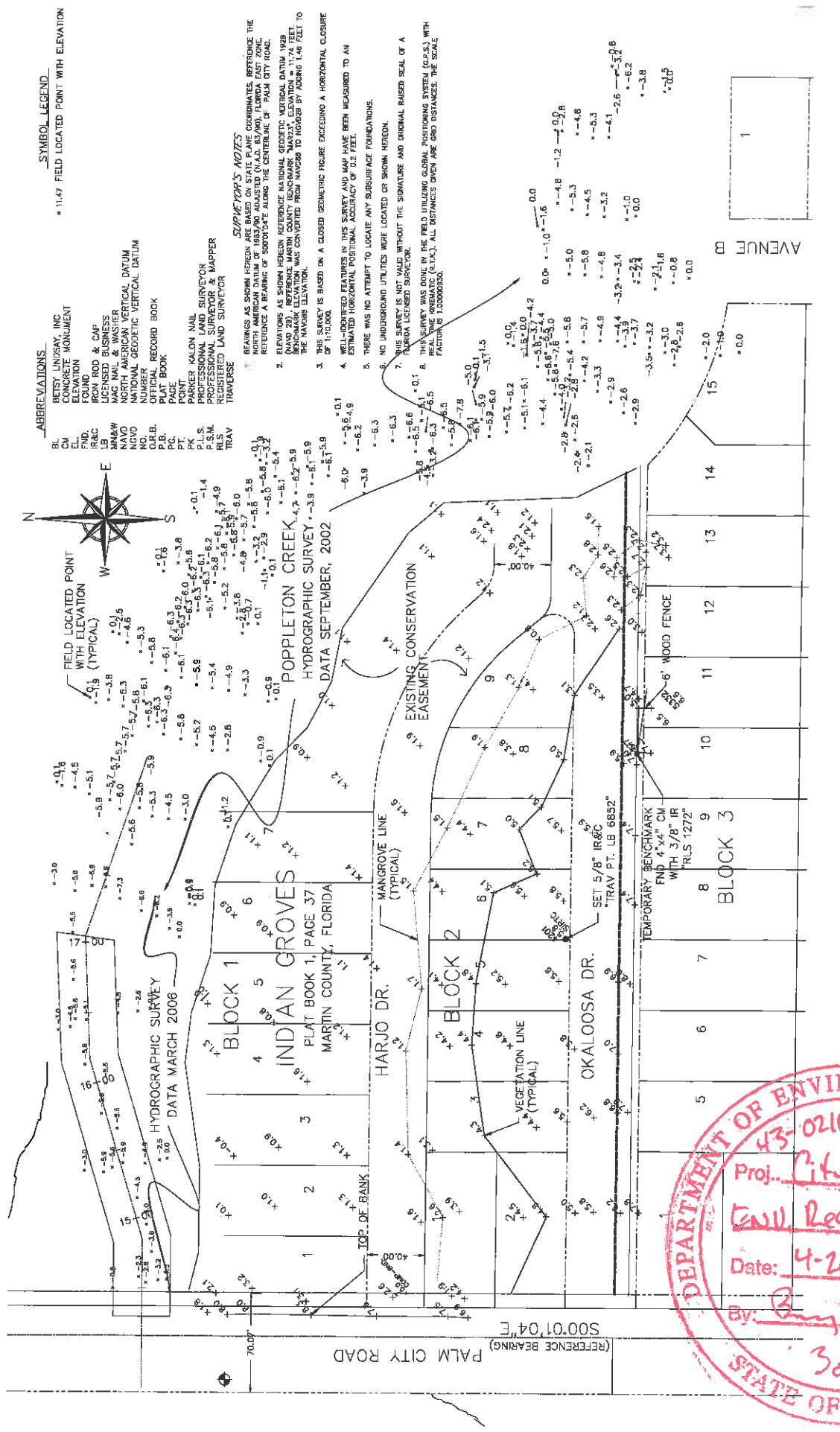
HYDROGRAPHIC SURVEY DATA MARCH 2006  
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**SURVEY NOTES**

1. BEARINGS AS SHOWN HEREON ARE BASED ON THE 1983 ADJUSTED (N.A.S. 83) COORDINATES. REFERENCE THE NORTH AMERICAN DATUM OF 1855/80 ADJUSTED (N.A.S. 80/80), FLORIDA EAST ZONE. REFERENCE A BEARING OF 500°00'00" ALONG THE CENTERLINE OF PALM CITY ROAD.
2. ELEVATIONS AS SHOWN HEREON REFERENCE NATIONAL GEODETIC VERTICAL DATUM 1929 (NAVD 29). REFERENCE MARTIN COUNTY BENCHMARK "MARTIN", ELEVATION = 11.74 FEET. THE NAVD98 ELEVATION WAS CONVERTED FROM NAVD29 BY ADDING 1.46 FEET TO THE NAVD29 ELEVATION.
3. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
4. WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.2 FEET.
5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
6. NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
7. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR.
8. THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (GPS) WITH PEAK TIME KINEMATIC (RTK). ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 1.00000350.

**POPPELTON CREEK HYDROGRAPHIC SURVEY DATA SEPTEMBER, 2002**

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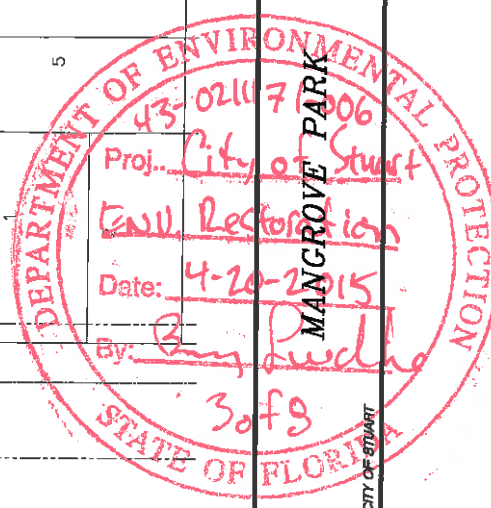


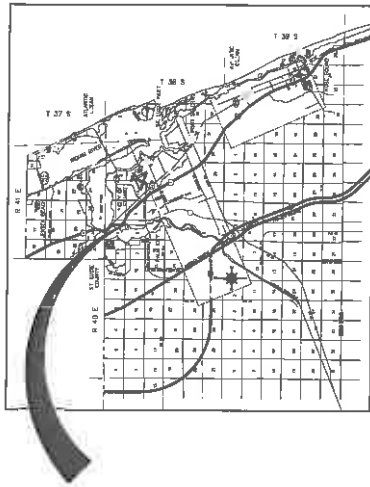
NO.	DATE	BY	REVISION
1	12/20/15	AM	ADDED DEPT COMMENTS

**EXISTING CONDITIONS**  
 PREPARED BY BETSY LINDSEY, INC.  
 SCALE: 3/8" = 1'-0"  
 DATE: 02/26/14  
 DRAWN BY: JCH  
 CHECKED BY: JCH  
 JOB NUMBER: 1 OF 6

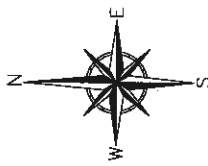
**EVERGREEN ENGINEERING, INC.**  
 300 North Colorado Avenue, Stuart, FL 34994  
 PHONE (772) 223-1005 Fax (772) 781-0519

FLORIDA





SITE



**SITE PLAN DATA TABLE**

Existing	FLUCCS	Acres*	Acres
Mangroves	612	1.96	2.40
Total Wetlands	612	1.96	2.40
Uplands	191	1.65	1.65
<b>Total Site</b>		<b>3.61</b>	<b>4.05</b>

Proposed	FLUCCS	Acres	Acres
Mangroves	612	1.79	2.23
Streams	510	0.67	0.67
Planted red mangroves	612	0.08	0.08
Planted mixed evergreen forest	617	0.37	0.37
Spartina sp	642	0.30	0.30
Total Wetlands		<b>3.34</b>	<b>3.68</b>
Tropical hammock	426	0.10	0.10
Public trails and maintenance access	186	0.30	0.30
<b>Total Site</b>		<b>3.61</b>	<b>4.05</b>

\*City ownership only, total mangrove area includes sovereign submerged lands

**Mangrove Park Site Plan Notes**

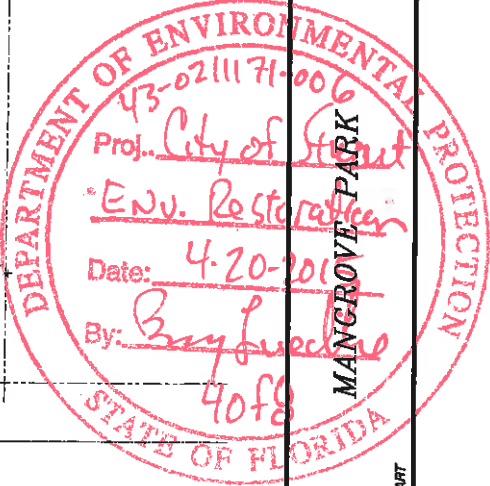
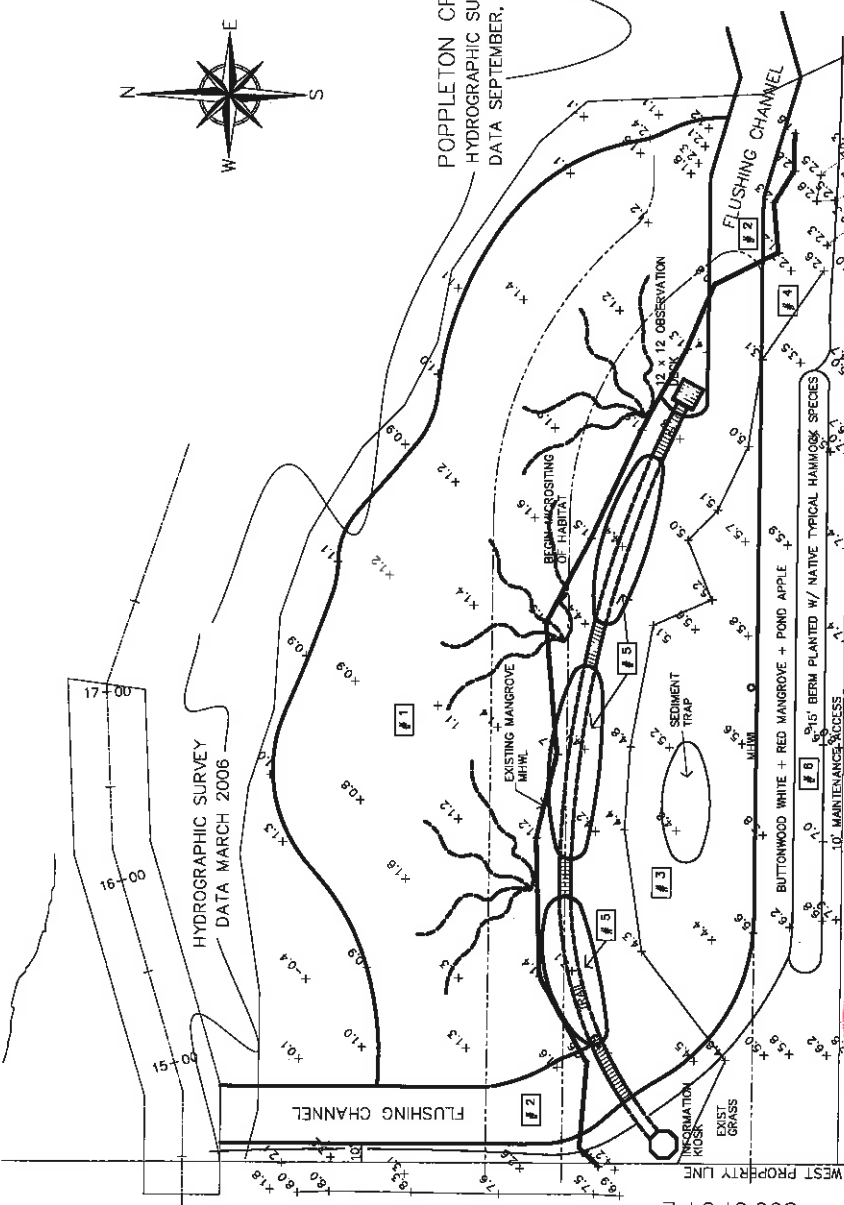
1. Information blatt to be constructed by City.
2. Project signage to be constructed by City.
3. All planting to be separately contracted by City.

POPPLETON CREEK  
HYDROGRAPHIC SURVEY  
DATA SEPTEMBER, 2002

HYDROGRAPHIC SURVEY  
DATA MARCH 2006

FLUSHING CHANNEL

- PROPOSED MEAN HIGH WATER LINE
- PROPOSED TIDAL CREEKS (MICROSITED)
- PROPOSED HABITAT ZONES
- WETLAND IMPACT/MITIGATION AREAS (SEE ERP PART C TABLE 2)



**EVERGREEN ENGINEERING, INC.**  
300 North Colorado Avenue, Stuart, FL 34994  
PHONE (772) 223-1005 FAX (772) 781-0519

FLORIDA

CITY OF STUART

NO.	DATE	REVISION	BY
1	10/26/04	DTI COMMENTS	AKI
2	12/22/04	ADDED ERP COMMENTS	AKI

SCALE	DATE	BY
1" = 30'	10/26/04	AKI
DATE	10/26/04	AKI
PROJECT NO.	43-0211171-006	AKI
JOB NUMBER	43-0211171-006	AKI

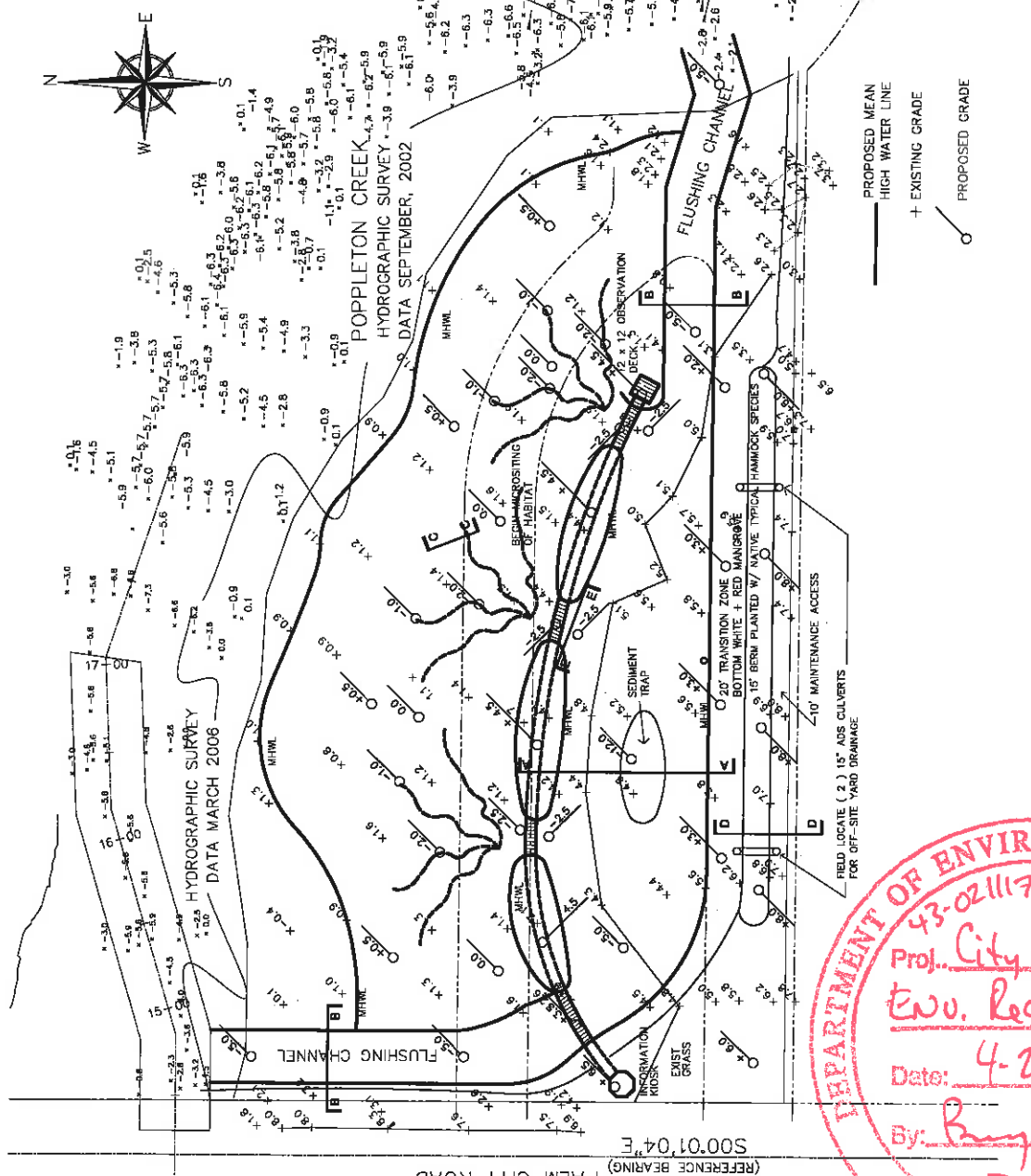
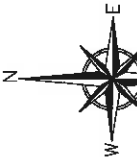
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1	10/26/04	DTI COMMENTS	AKI
2	12/22/04	ADDED ERP COMMENTS	AKI

NO.	DATE	REVISION	BY
1	10/26/04	DTI COMMENTS	AKI
2	12/22/04	ADDED ERP COMMENTS	AKI

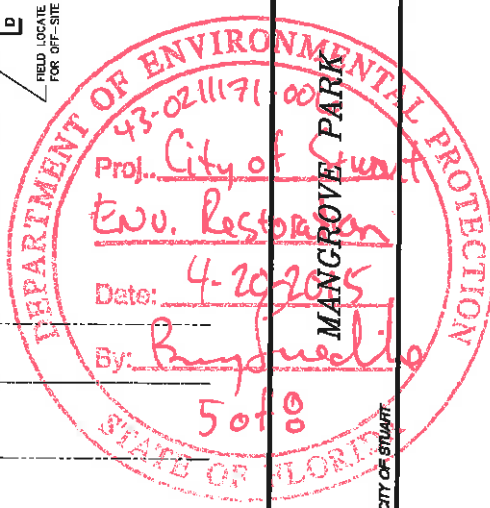
NO.	DATE	REVISION	BY
1	10/26/04	DTI COMMENTS	AKI
2	12/22/04	ADDED ERP COMMENTS	AKI

Mangrove Park Construction Notes

1. Place rock for sediment control at construction entrance into site, and permit box at entrance, prior to on-site mobilization.
2. Place silt fence per details prior to earthwork.
3. Material fill excavated from within site to create trail berm, no organic material.
4. Minimum top width trail berm is 8'
5. Minimum height trail berm is 4.5'
6. Boardwalk width is 6' including kick plate. See City of Stuart Standard Detail.
7. Boardwalk height is 3.5' NGVD.
8. Transition from trail berm to boardwalk sections maximum slope 1:8.
9. Transition from existing grades maximum slope 1:10.
10. Contractor to construct native plant pinning berm along south side of project.
11. Contractor to construct trail berm south of existing mangroves per plans.
12. Turbidity curtains required around manatee access openings into Poppleton Creek prior to dredging.
13. RFP to propose method of creating tidal breadths through mangrove forest to provide minimal mangrove disturbance.
14. RFP to propose method of creating existing grades within mangrove forest to intertidal zones with minimal mangrove disturbance.
15. RFP to propose construction sequences.
16. All excess earth material becomes property of Contractor and must be removed from site. If there is no market for this material, consult with City on stockpile location.
17. In all cases, disturbance of existing mangroves is to be avoided to maximum extent practicable.



(REFERENCE BEARING) S00°10'4"E  
PALM CITY ROAD



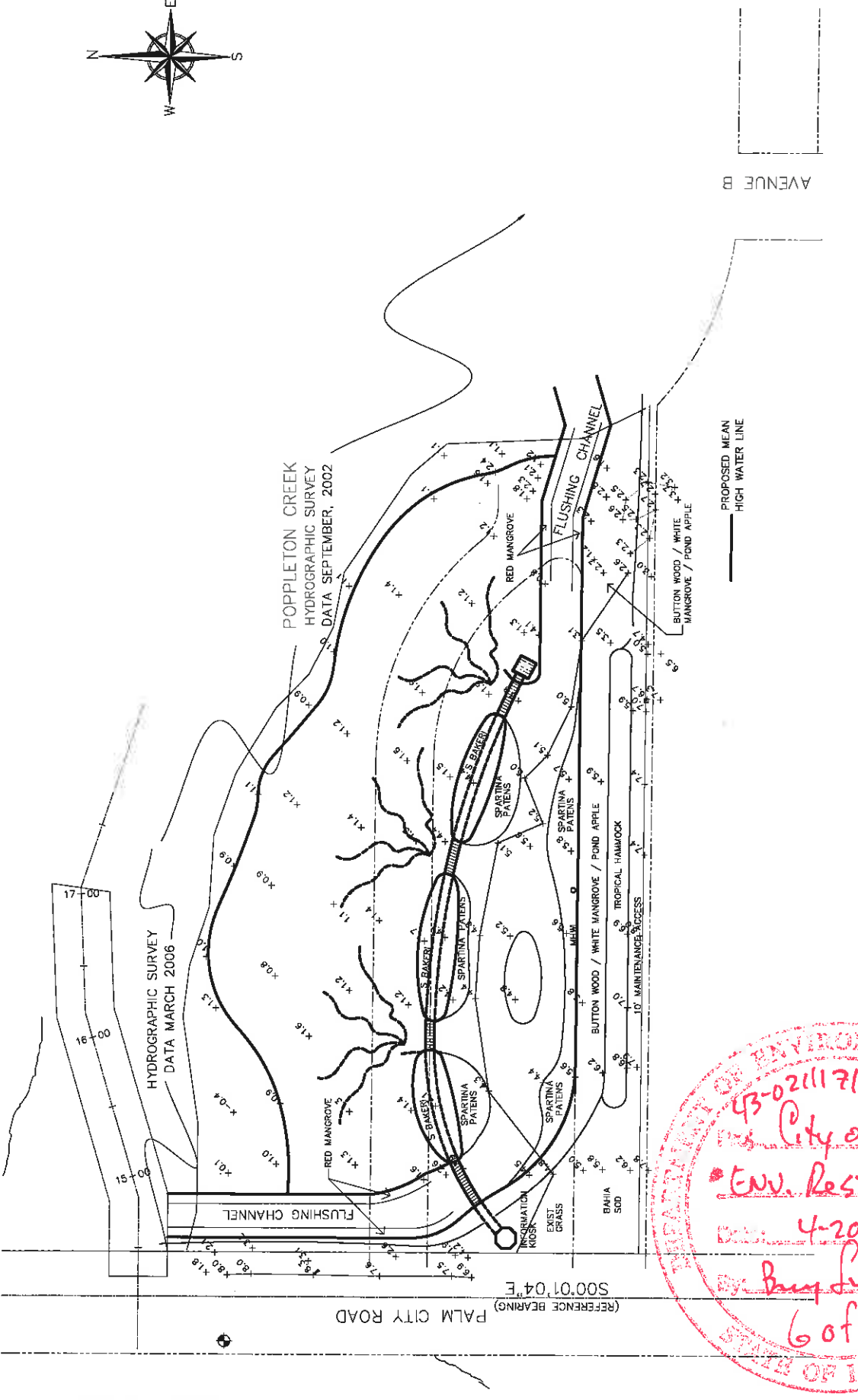
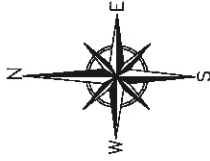
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2	10/27/14	ISSUE RESOLUTION FOR COMMENTS
3	10/27/14	ISSUE RESOLUTION FOR COMMENTS

BY: [Signature]  
DATE: 10/29/14  
DRAWN BY: DGA  
JOB NUMBER: 3 OF 6

EVERGREEN ENGINEERING, INC.  
300 North Colorado Avenue, Stuart, FL 34994  
PHONE (772) 223-1005 Fax (772) 781-0519

FLORIDA  
CITY OF STUART



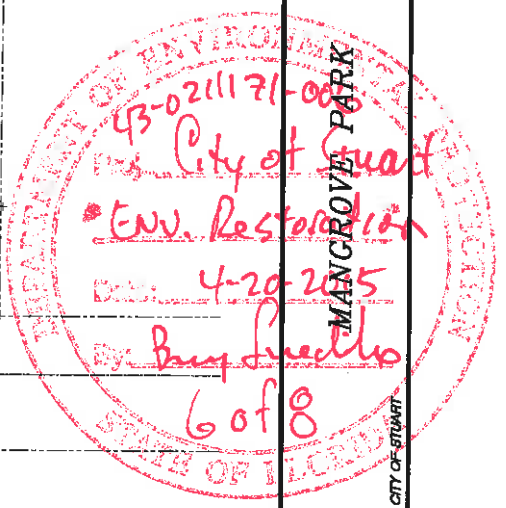


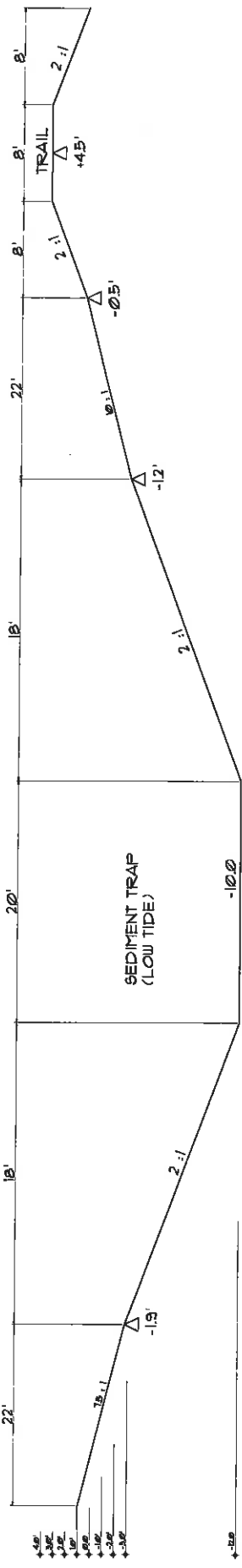
NO.	DATE	REVISION	BY	PLANTING PLAN
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2	12/28/01	USER COMMENTS	AKI	

SEAL

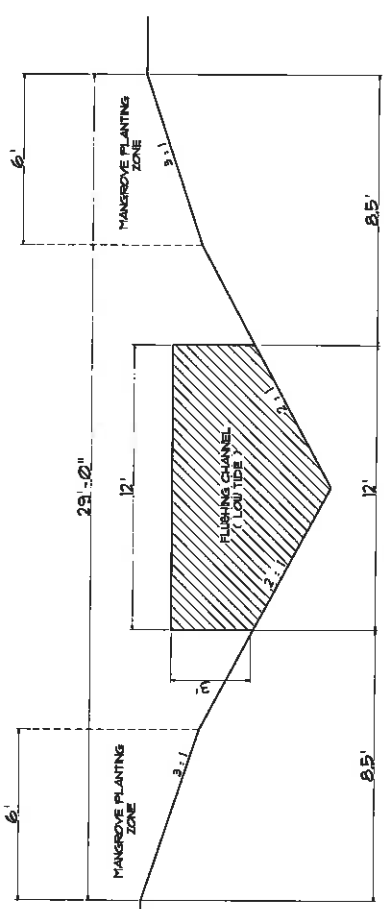
EVERGREEN ENGINEERING, INC.  
 300 North Colorado Avenue, Stuart, FL 34994  
 PHONE (772) 223-1005 Fax (772) 781-0519

DATE: 10/19/04  
 SCALE: 1" = 30'  
 DRAWN BY: DGA  
 CHECKED BY: JCH  
 SHEET NO.: 4 OF 6

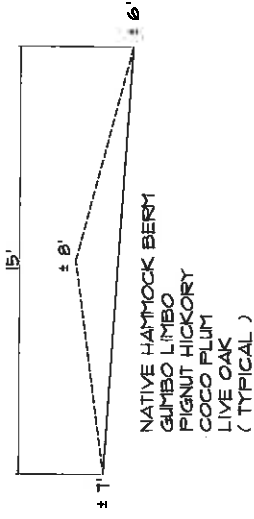




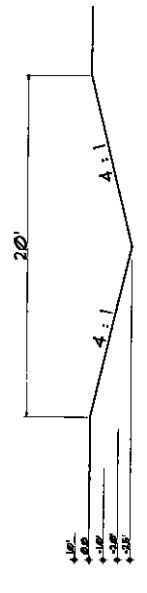
1 SECTION A-A  
NOT TO SCALE



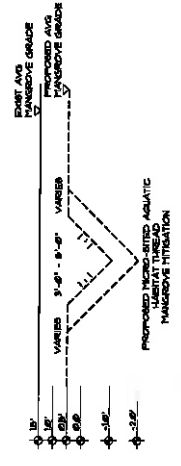
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SCALE: 1/2" = 1'-0"



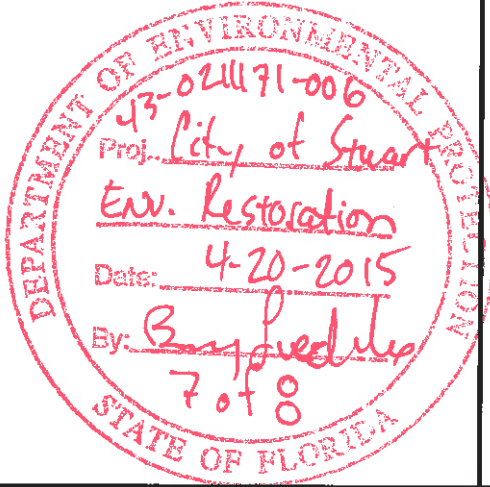
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NOT TO SCALE



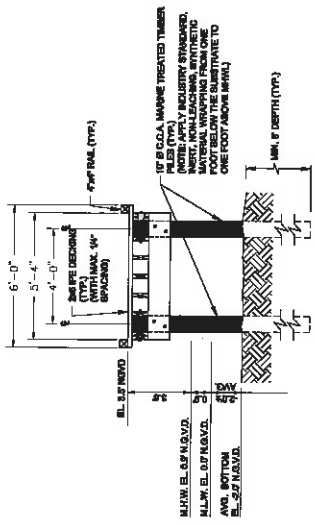
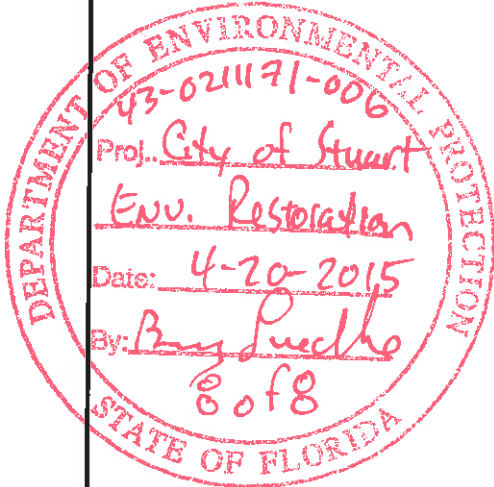
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NOT TO SCALE



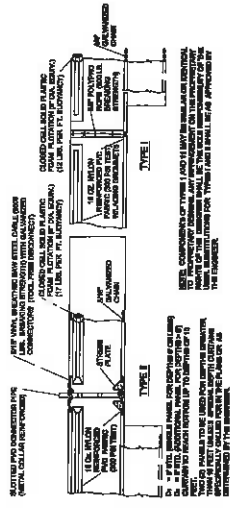
4 SECTION E-E  
NOT TO SCALE



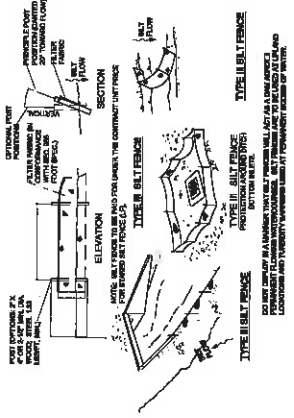
<b>EVERGREEN ENGINEERING, INC.</b> 300 North Colorado Avenue, Stuart, FL 34994 PHONE (772) 223-1005 FAX (772) 781-0519		<b>SEAL</b> EVERGREEN ENGINEERING, INC. P.O. BOX 1000 STUART, FL 34994 LICENSE NUMBER 184		<b>SECTIONS</b> NO. DATE REVISION 1 12/20/14 PREP COMMENTS 2 12/17/15 ADDITIONAL TRIP COMMENTS	
		CITY OF STUART FLORIDA		SHEET NO. DATE 10/19/14 SCALE AS NOTED DRAWN BY DSA CHECKED BY JCH JOB NUMBER	
<b>MANGROVE PARK</b>		FLORIDA		5 OF 6	



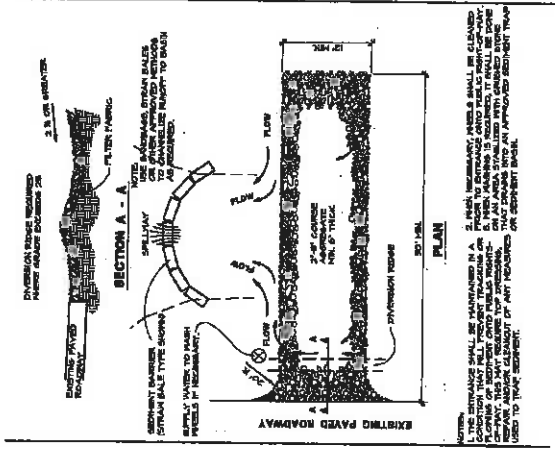
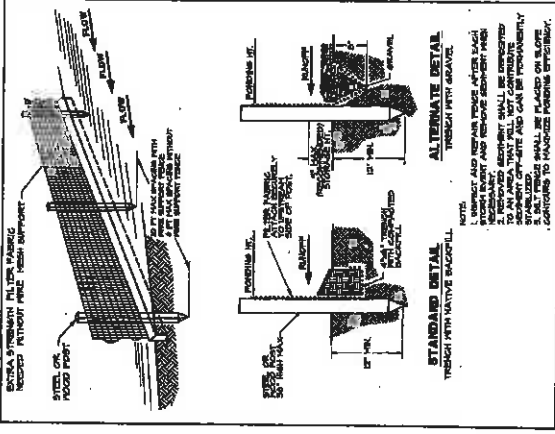
**TYPICAL BOARDWALK SECTION A-A**  
N.T.S.



**FLOATING TURBIDITY BARRIERS**  
N.T.S.



**SILT FENCE APPLICATIONS**  
(FOOT INDEX NO. 102, SHT. 3)



NO.	DATE	REVISION	BY
1	NOV/20/14	QTY. COMMENTS	JKH

SCALE	DATE	BY
AS SHOWN	NOV/20/14	JKH
DATE	NOV/20/14	JKH
BY	NOV/20/14	JKH
FOR NUMBER	NOV/20/14	JKH

**EVERGREEN ENGINEERING, INC.**  
300 North Colorado Avenue, Stuart, FL 34994  
PHONE (772) 223-1005 FAX (772) 781-0519

**MANGROVE PARK**  
FLORIDA  
CITY OF STUART

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)  
ENVIRONMENTAL RESOURCE PERMIT MODIFICATION**



# Florida Department of Environmental Protection

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

SOUTHEAST DISTRICT OFFICE  
3301 GUN CLUB ROAD, MSC 7210-1  
WEST PALM BEACH, FL 33406  
561-681-6600

**September 25, 2015**

City of Stuart  
c/o Sam Amerson, Director of Public  
Works 121 SW Flagler Avenue  
Stuart, FL 34994  
Sent via e-mail:  
[samerson@ci.stuart.fl.us](mailto:samerson@ci.stuart.fl.us)

Re: File Name: Poppleton Creek Watershed Improvements at Mangrove Park  
File No.: 43-0211171-007  
Modification of File No.: 43-0211171-006

Dear Mr. Amerson:

Your request to modify this permit has been received and reviewed by Department staff. The modification includes the following: revision to Specific Condition No. 6, as described in the specific conditions below.

## **PROJECT LOCATION**

The project is located landward of and within Poppleton Creek, a Class III Waterbody, more particularly within a 4.3 acre property (Parcel ID No. 0838410070001060000) at the southeast corner of Palm City Road and Poppleton Creek Waterway, City of Stuart (Section 8, Township 38 South, Range 41 East), in Martin County (Latitude N 27° 11' 19.96", Longitude W 80° 15' 22.22").

The above modification is not expected to adversely affect water quality and will not be contrary to the public interest, provided the following Specific Condition No. 6 is amended and added to the permit as issued. Please note that additions are underlined and deletions are stricken:

## **PROJECT DESCRIPTION**

The permittee is authorized to perform the following activities: (1) construct a surface water conveyance system with littoral wetlands for the purpose of rehydrating tidally influenced mangrove wetlands and improving water quality within the Poppleton Creek Watershed and (2) construct a public access boardwalk over the created surface water conveyance system and wetlands. Authorized activities are depicted in the exhibits attached to Permit No. 43-0211171-006.

## **SPECIFIC CONDITIONS**

(6) Prior to removing muck from the mangrove wetlands to create the micro-channels, the

permittee shall clearly stake the proposed limits of the micro-channels and contact the Department's assigned Compliance Manager to schedule a site inspection. The purpose of the site inspection is to confirm that the micro-channels have been appropriately sited to ~~eliminate~~ minimize impacts to mangroves. ~~Mangroves shall not be impacted as a result of dredging the micro-channels. The dredging of the proposed micro-channels shall not cause adverse impacts to adjacent mature mangroves.~~

## NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### Mediation

Mediation is not available in this proceeding.

### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

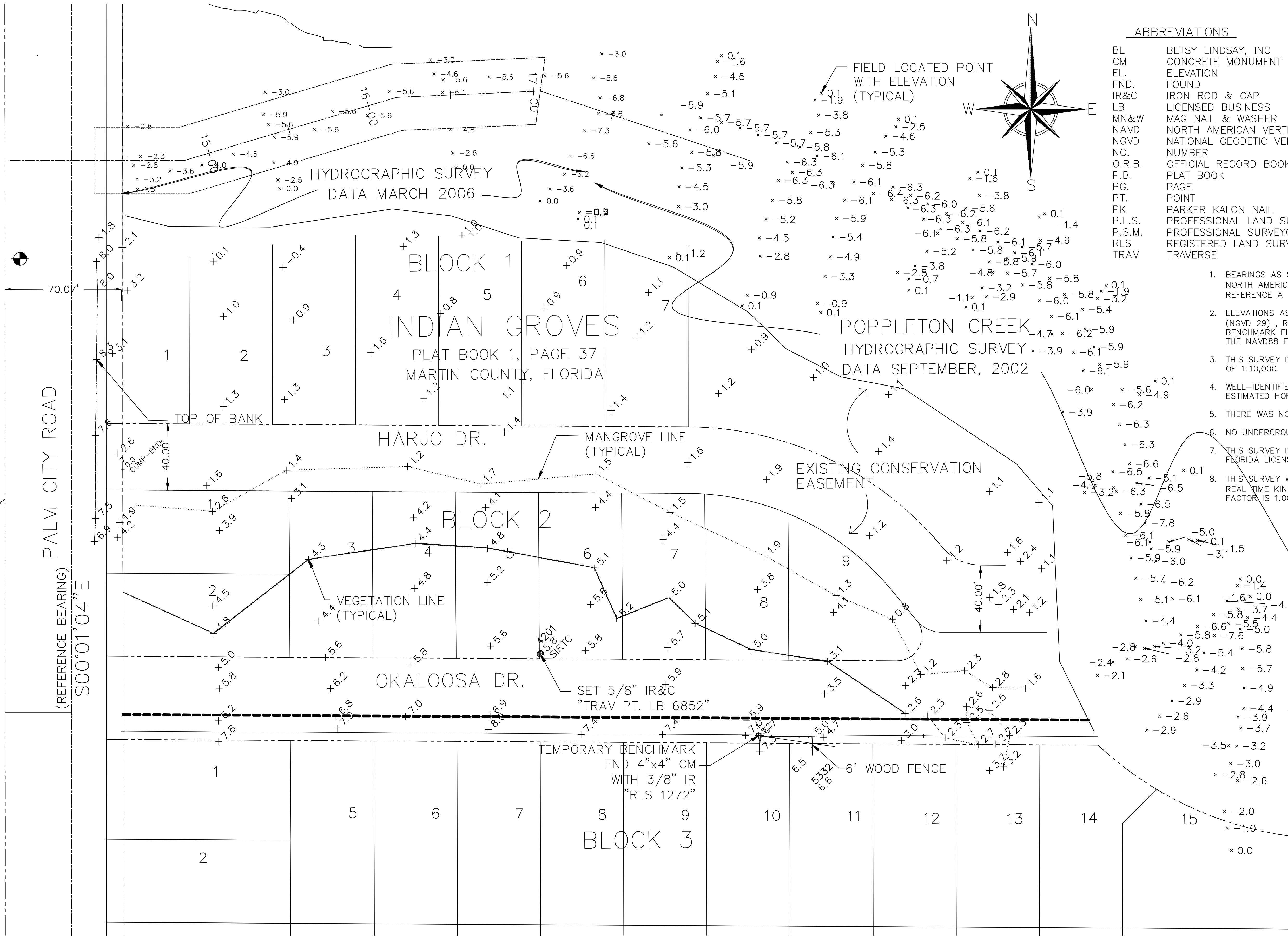
### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.





**ATTACHMENT C**  
**TECHNICAL PLANS / DRAWINGS**



**ABBREVIATIONS**

BL	BETSY LINDSEY, INC
CM	CONCRETE MONUMENT
EL.	ELEVATION
FND.	FOUND
IR&C	IRON ROD & CAP
LB	LICENSED BUSINESS
MN&W	MAG NAIL & WASHER
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NO.	NUMBER
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
PT.	POINT
PK	PARKER KALON NAIL
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
RLS	REGISTERED LAND SURVEYOR
TRAV	TRAVERSE

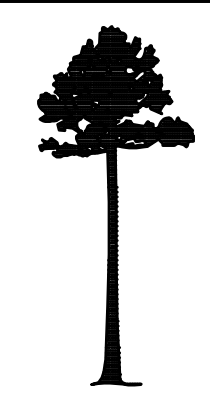
**SYMBOL LEGEND**

x 11.47 FIELD LOCATED POINT WITH ELEVATION

**SURVEYOR'S NOTES**

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/90 ADJUSTED (N.A.D. 83/90), FLORIDA EAST ZONE, REFERENCE A BEARING OF S00°01'04"E ALONG THE CENTERLINE OF PALM CITY ROAD.
2. ELEVATIONS AS SHOWN HEREON REFERENCE NATIONAL GEODETIC VERTICAL DATUM 1929 (NGVD 29), REFERENCE MARTIN COUNTY BENCHMARK "MAR23", ELEVATION = 11.74 FEET. BENCHMARK ELEVATION WAS CONVERTED FROM NAVD88 TO NGVD29 BY ADDING 1.46 FEET TO THE NAVD88 ELEVATION.
3. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
4. WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.2 FEET.
5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
6. NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
7. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
8. THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.). ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 1.00000930.

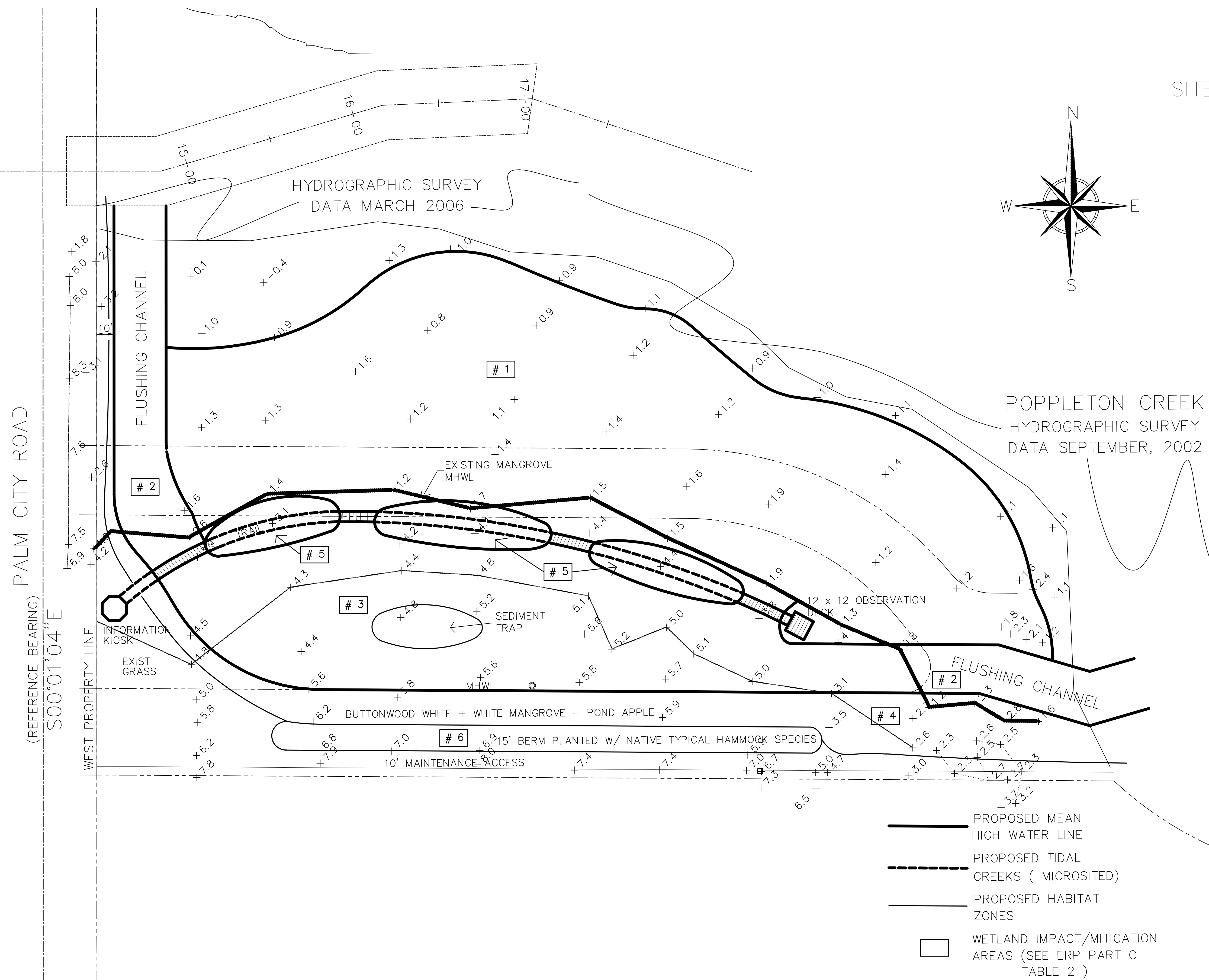
**POPPLETON CREEK  
MANGROVE PARK**



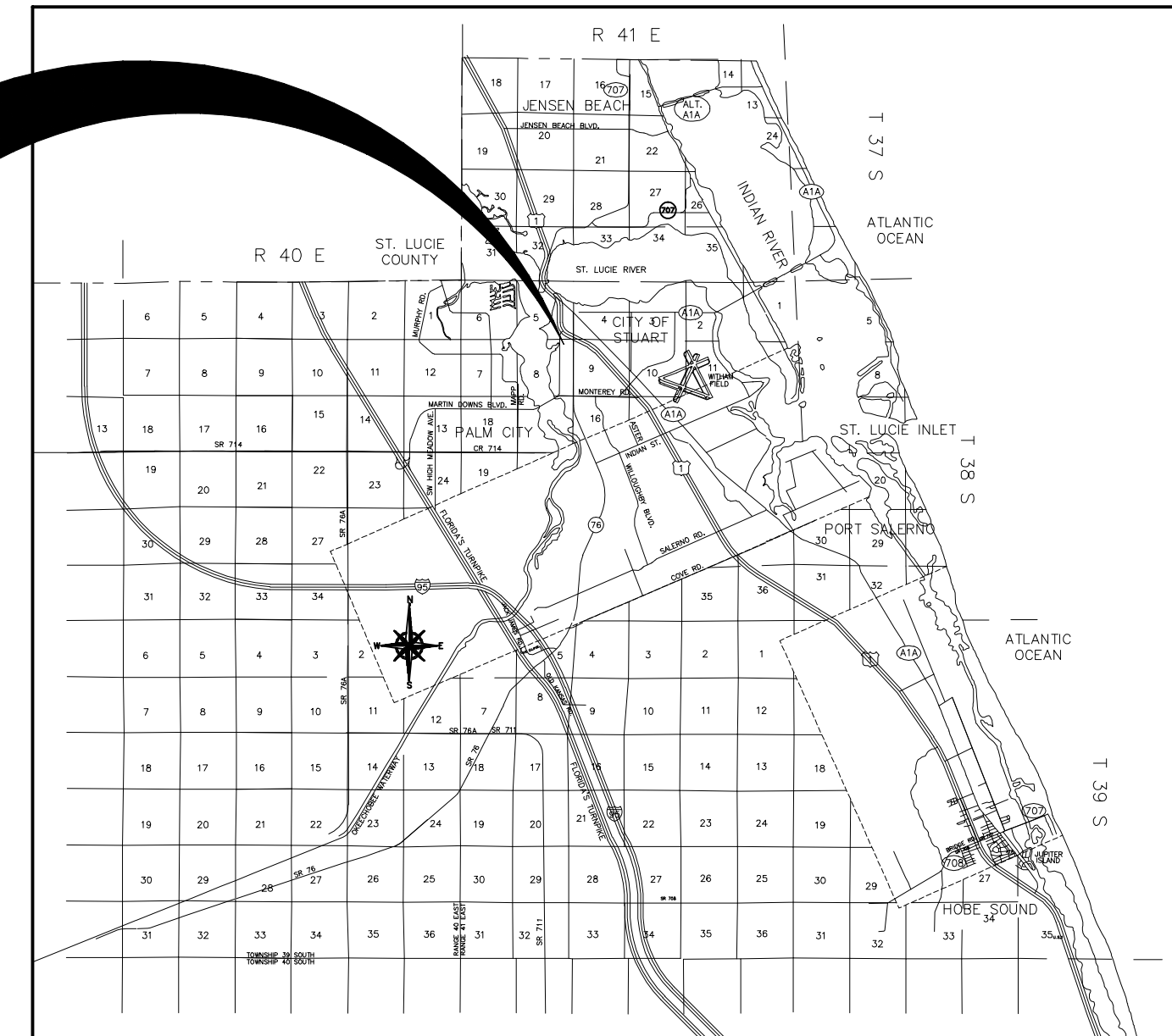
**EVERGREEN ENGINEERING, INC.**  
300 NORTH COLORADO AVENUE, STUART, FL 34994  
PHONE (772) 223-1005 FAX (772) 781-0519

SEAL	NO.	DATE	REVISION	BY
	1	12/8/14	ADDED FDEP COMMENTS	JKH
	2	06/10/15	BID SET	JKH
	3	11/06/15	BID SET REVISIONS	JKH
J. KEVIN HENDERSON, P.E. FL. REG. NO. 34260				
DATE CORPORATE ENGINEERING LICENSE NUMBER 6154				

<b>EXISTING CONDITIONS</b>	
PREPARED BY BETSY LINDSEY INC.	
SCALE 1" = 30'	DATE 10/16/14
DRAWN BY DSA	DESIGN BY JKH
JOB NUMBER	
SHEET NO. <b>1</b>	OF <b>6</b>



PALM CITY ROAD  
 (REFERENCE BEARING)  
 S00°01'04"E



**SITE PLAN DATA TABLE**

Existing	FLUCCS	Acres*	Acres
Mangroves	612	1.96	2.40
Total Wetlands	612	1.96	2.40
Uplands	191	1.65	1.65
<b>Total Site</b>		<b>3.61</b>	<b>4.05</b>
Proposed	FLUCCS	Acres	Acres
Mangroves	612	1.79	2.23
Streams	510	0.67	0.67
<b>Planted</b>			
red mangroves	612	0.08	0.08
mixed estuarine forest	617	0.37	0.37
Spartina sp	642	0.30	0.30
Total Wetlands		3.34	3.68
Tropical hammock	426	0.10	0.10
Public trails and maintenance access	186	0.30	0.30
<b>Total Site</b>		<b>3.61</b>	<b>4.05</b>

\*City ownership only, total mangrove area includes sovereign submerged lands

**Mangrove Park Site Plan Notes**

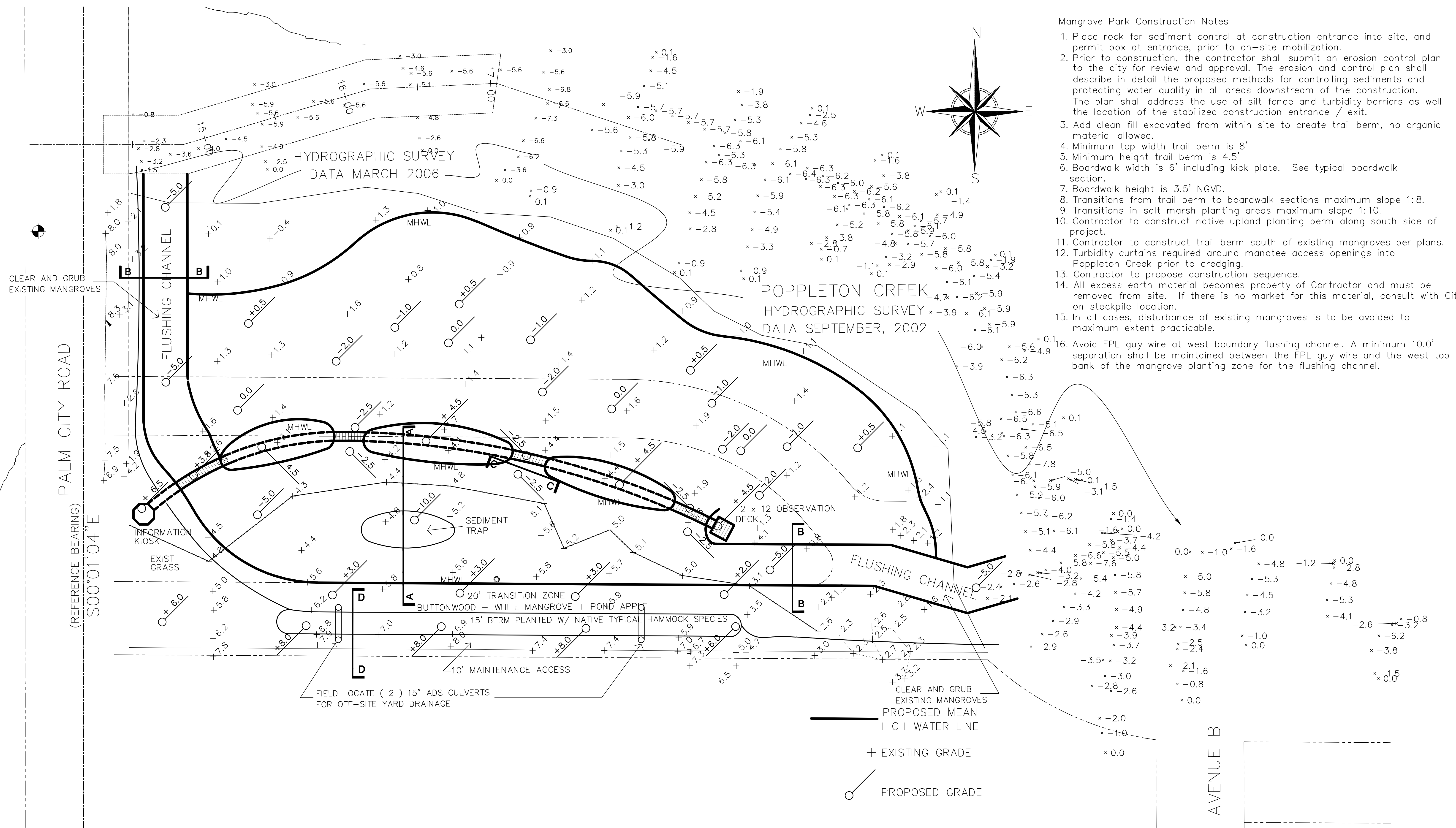
1. Information kiosk to be constructed by City.
2. Project signage to be constructed by City.

- PROPOSED MEAN HIGH WATER LINE
- - - PROPOSED TIDAL CREEKS ( MICROSITED )
- PROPOSED HABITAT ZONES
- WETLAND IMPACT/MITIGATION AREAS (SEE ERP PART C TABLE 2 )

**POPPLETON CREEK  
 MANGROVE PARK**

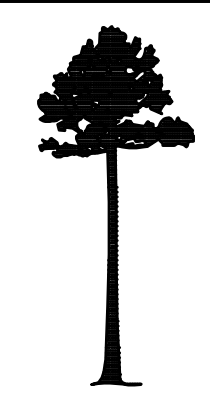
**EVERGREEN ENGINEERING, INC.**  
 300 NORTH COLORADO AVENUE, STUART, FL 34994  
 PHONE (772) 223-1005 FAX (772) 781-0519

SEAL	NO.	DATE	REVISION	BY	<b>SITE PLAN</b>
	1	10/28/14	CITY COMMENTS	JKH	
	2	12/8/14	ADDED FDEP COMMENTS	JKH	SCALE
	3	06/10/15	BID SET	JKH	1" = 30'
	4	11/06/15	BID SET REVISIONS	JKH	DATE
J. KEVIN HENDERSON, P.E. FL. REG. NO. 34260					10/16/14
DATE					DRAWN BY
CORPORATE ENGINEERING LICENSE NUMBER 8154					DSA
					DESIGN BY
					JKH
					JOB NUMBER
					SHEET NO.
					2 OF 6



- Mangrove Park Construction Notes
1. Place rock for sediment control at construction entrance into site, and permit box at entrance, prior to on-site mobilization.
  2. Prior to construction, the contractor shall submit an erosion control plan to the city for review and approval. The erosion and control plan shall describe in detail the proposed methods for controlling sediments and protecting water quality in all areas downstream of the construction. The plan shall address the use of silt fence and turbidity barriers as well the location of the stabilized construction entrance / exit.
  3. Add clean fill excavated from within site to create trail berm, no organic material allowed.
  4. Minimum top width trail berm is 8'
  5. Minimum height trail berm is 4.5'
  6. Boardwalk width is 6' including kick plate. See typical boardwalk section.
  7. Boardwalk height is 3.5' NGVD.
  8. Transitions from trail berm to boardwalk sections maximum slope 1:8.
  9. Transitions in salt marsh planting areas maximum slope 1:10.
  10. Contractor to construct native upland planting berm along south side of project.
  11. Contractor to construct trail berm south of existing mangroves per plans.
  12. Turbidity curtains required around manatee access openings into Poppleton Creek prior to dredging.
  13. Contractor to propose construction sequence.
  14. All excess earth material becomes property of Contractor and must be removed from site. If there is no market for this material, consult with City on stockpile location.
  15. In all cases, disturbance of existing mangroves is to be avoided to maximum extent practicable.
  16. Avoid FPL guy wire at west boundary flushing channel. A minimum 10.0' separation shall be maintained between the FPL guy wire and the west top bank of the mangrove planting zone for the flushing channel.

**POPPLETON CREEK  
MANGROVE PARK**



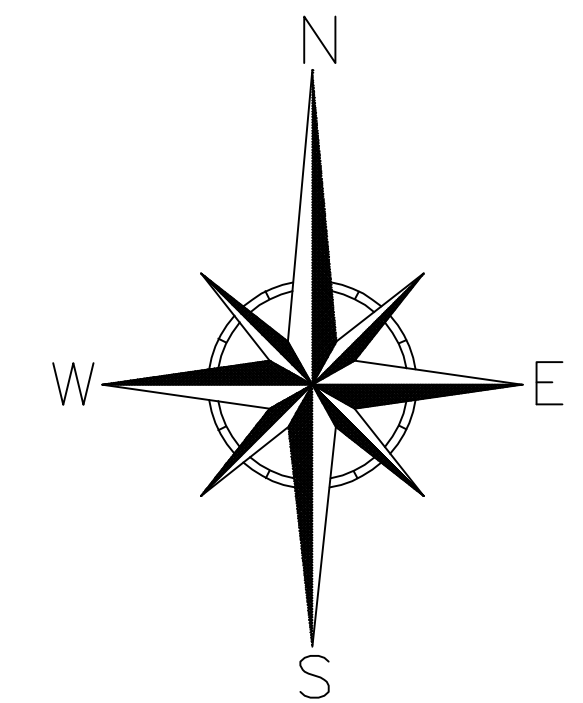
**EVERGREEN ENGINEERING, INC.**  
 300 NORTH COLORADO AVENUE, STUART, FL 34994  
 PHONE (772) 223-1005 FAX (772) 781-0519

NO.	DATE	REVISION	BY
1	10/28/14	CITY COMMENTS	JKH
2	12/8/14	ADDED FDEP COMMENTS	JKH
3	3/12/15	ADDED ADDITIONAL FDEP COMMENTS	JKH
4	06/10/15	BID SET	JKH
5	11/06/15	BID SET REVISIONS	JKH

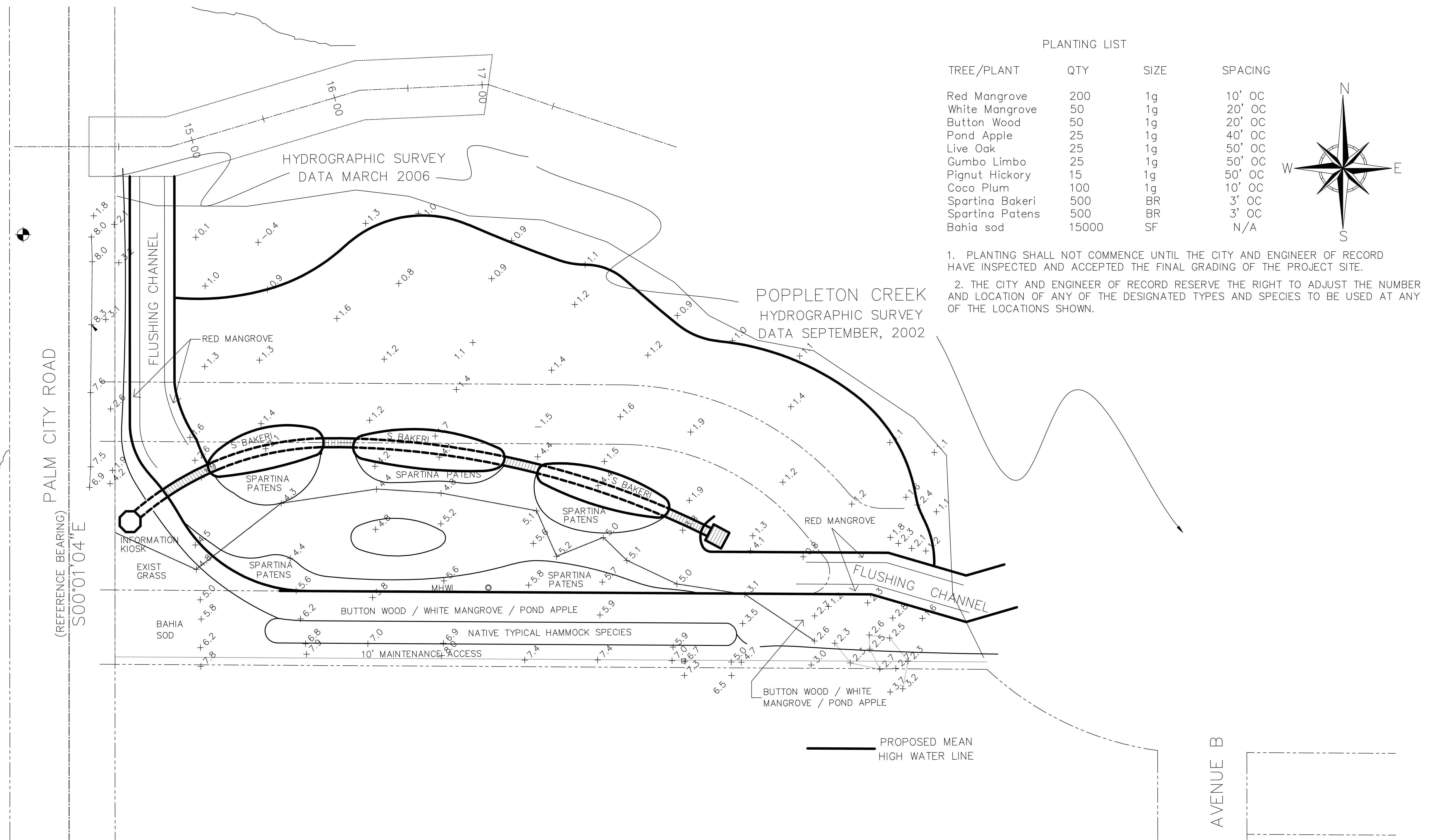
GRADING PLAN		
SCALE 1" = 30'	DATE 10/16/14	SHEET NO.
DRAWN BY DSA	DESIGN BY JKH	
JOB NUMBER		

PLANTING LIST

TREE/PLANT	QTY	SIZE	SPACING
Red Mangrove	200	1g	10' OC
White Mangrove	50	1g	20' OC
Button Wood	50	1g	20' OC
Pond Apple	25	1g	40' OC
Live Oak	25	1g	50' OC
Gumbo Limbo	25	1g	50' OC
Pignut Hickory	15	1g	50' OC
Coco Plum	100	1g	10' OC
Spartina Bakeri	500	BR	3' OC
Spartina Patens	500	BR	3' OC
Bahia sod	15000	SF	N/A



1. PLANTING SHALL NOT COMMENCE UNTIL THE CITY AND ENGINEER OF RECORD HAVE INSPECTED AND ACCEPTED THE FINAL GRADING OF THE PROJECT SITE.
2. THE CITY AND ENGINEER OF RECORD RESERVE THE RIGHT TO ADJUST THE NUMBER AND LOCATION OF ANY OF THE DESIGNATED TYPES AND SPECIES TO BE USED AT ANY OF THE LOCATIONS SHOWN.



**POPPLETON CREEK  
MANGROVE PARK**

CITY OF STUART

FLORIDA



**EVERGREEN ENGINEERING, INC.**  
300 NORTH COLORADO AVENUE, STUART, FL 34994  
PHONE (772) 223-1005 FAX (772) 781-0519

SEAL

J. KEVIN HENDERSON, P.E.  
FL. REG. NO. 34260

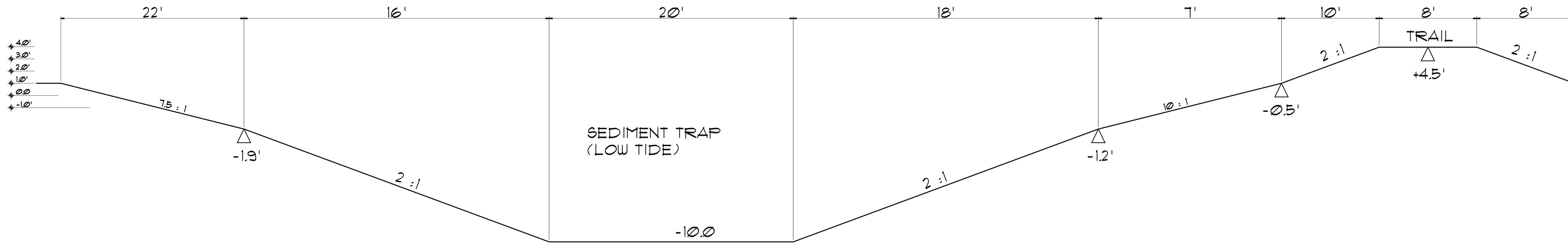
DATE  
CORPORATE ENGINEERING  
LICENSE NUMBER 8154

NO.	DATE	REVISION	BY
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2	12/08/14	FDEP COMMENTS	JKH
3	11/06/15	BID SET REVISIONS	JKH

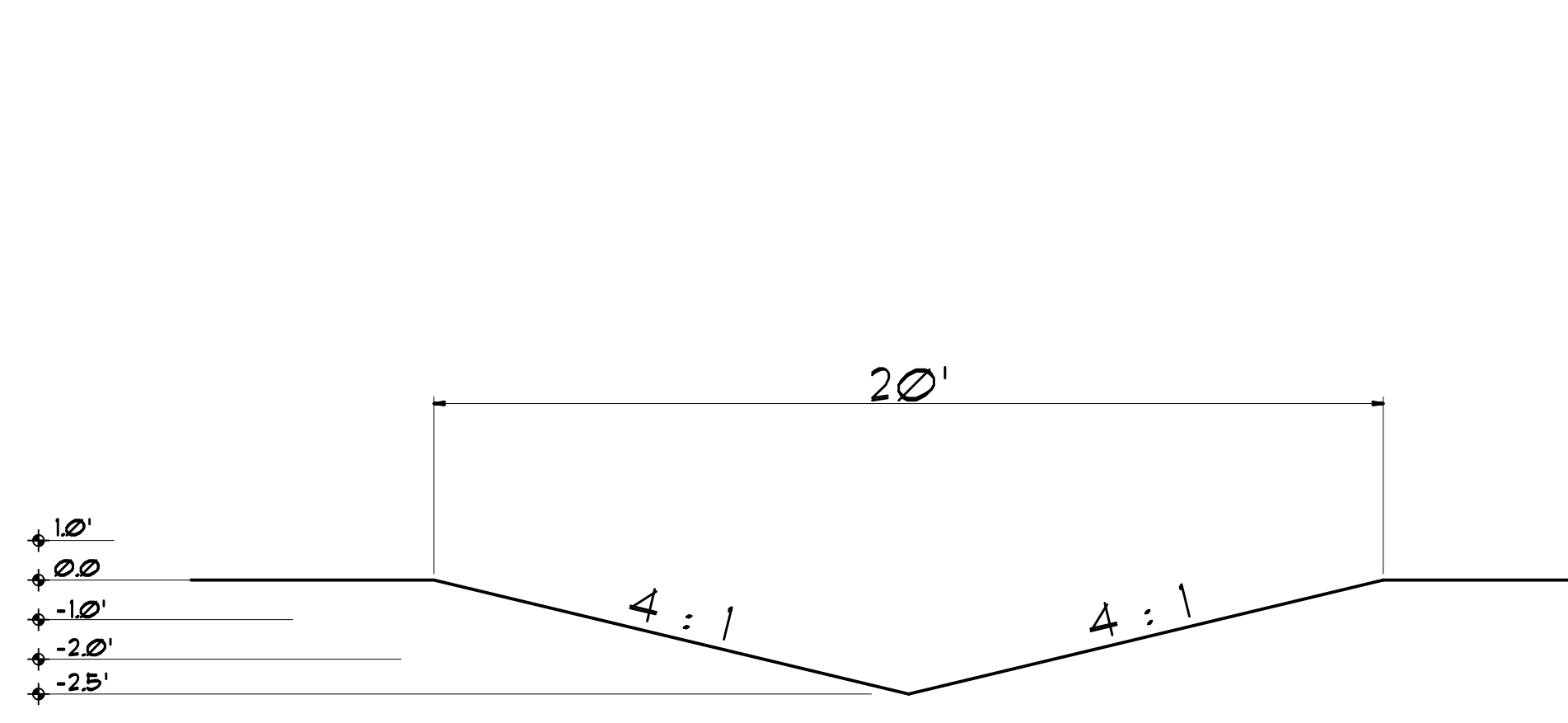
**PLANTING PLAN**

SCALE 1" = 30'	DATE 10/16/14	SHEET NO.
DRAWN BY DSA	DESIGN BY JKH	
JOB NUMBER		

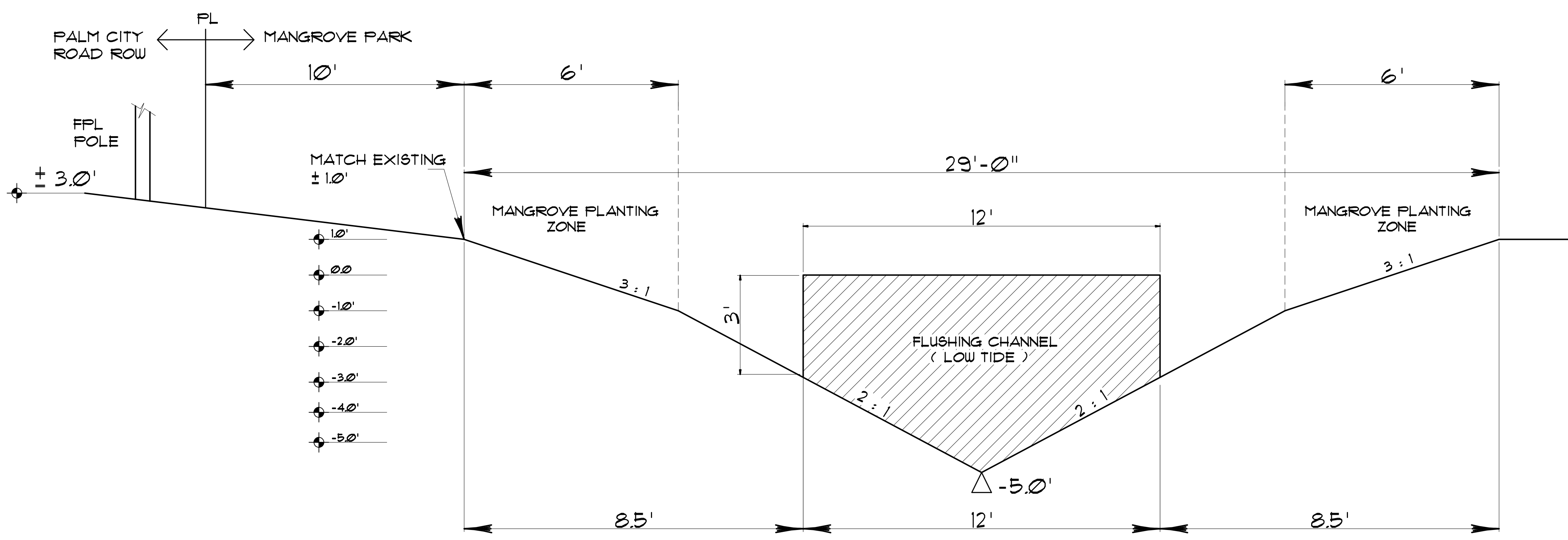
4 OF 6



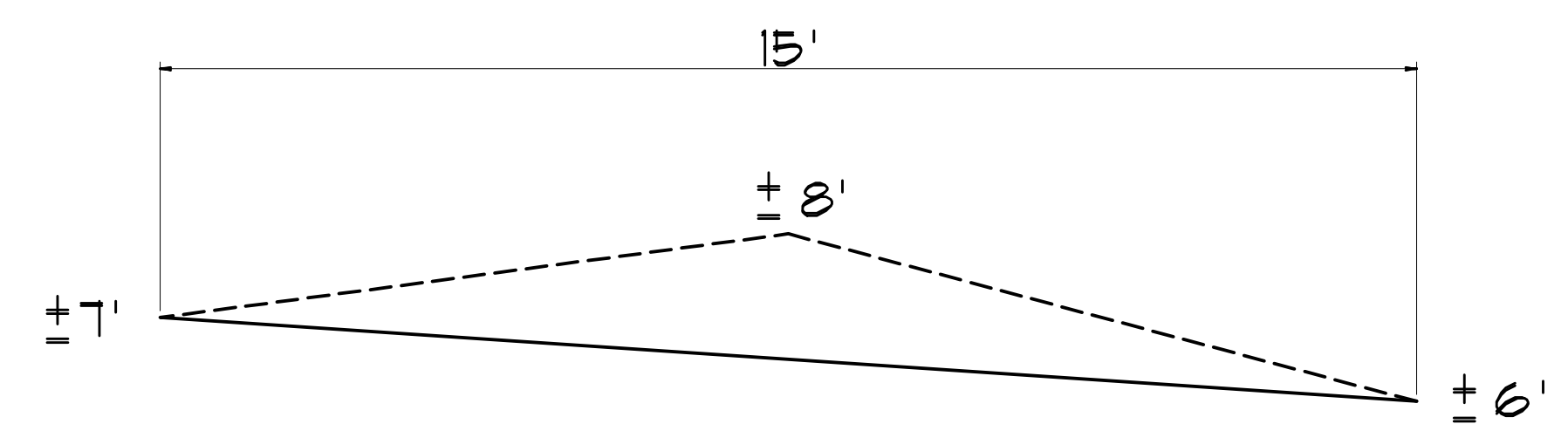
**SECTION A-A**  
NOT TO SCALE



**SECTION C-C**  
TRAIL / MARSH SECTION  
NOT TO SCALE



**SECTION B-B**  
SCALE : 1/2" = 1'-0"



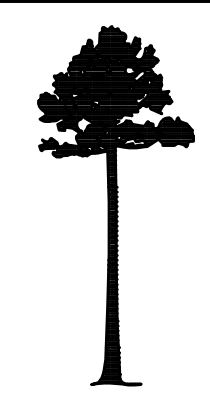
NATIVE HAMMOCK BERM  
GUMBO LIMBO  
PIGNUT HICKORY  
COCO PLUM  
LIVE OAK  
( TYPICAL )

**SECTION D-D**  
NOT TO SCALE

*POPPLETON CREEK  
MANGROVE PARK*

CITY OF STUART

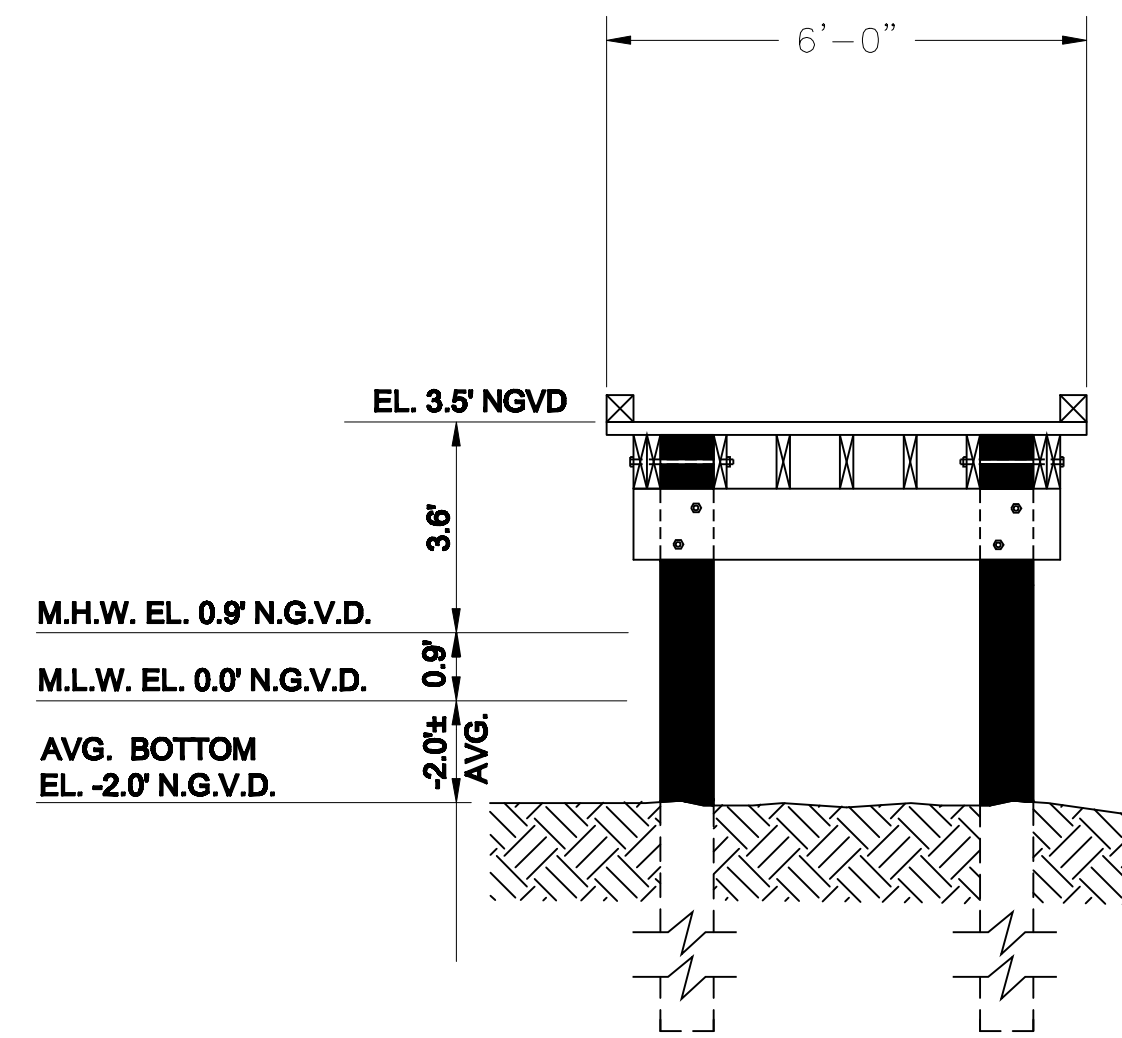
FLORIDA



**EVERGREEN ENGINEERING, INC.**  
300 NORTH COLORADO AVENUE, STUART, FL 34994  
PHONE (772) 223-1005 FAX (772) 781-0519

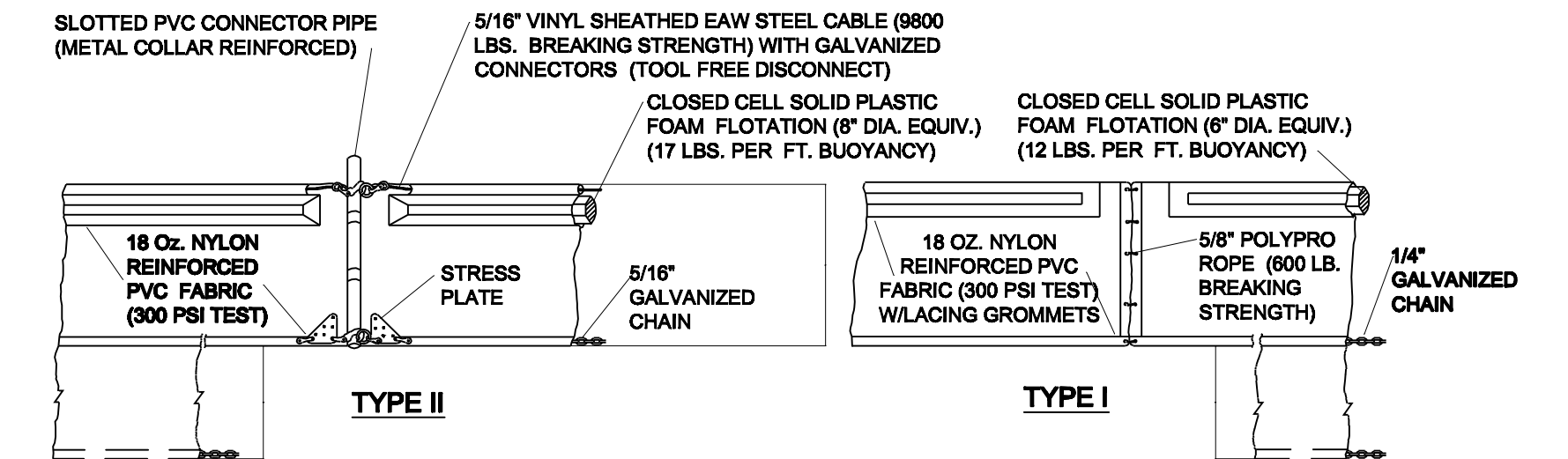
SEAL	NO.	DATE	REVISION	BY
J. KEVIN HENDERSON, P.E. FL. REG. NO. 34260  DATE CORPORATE ENGINEERING LICENSE NUMBER 8154	1	12/08/14	FDEP COMMENTS	JKH
	2	3/11/15	ADDITIONAL FDEP COMMENTS	JKH
	3	06/10/15	BID SET	JKH
	4	11/06/15	BID SET REVISIONS	JKH

<b>SECTIONS</b>	
SCALE AS NOTED	DATE 10/16/14
DRAWN BY DSA	DESIGN BY JKH
JOB NUMBER	SHEET NO. <b>5</b> OF <b>6</b>



**TYPICAL BOARDWALK SECTION A-A**

N.T.S.



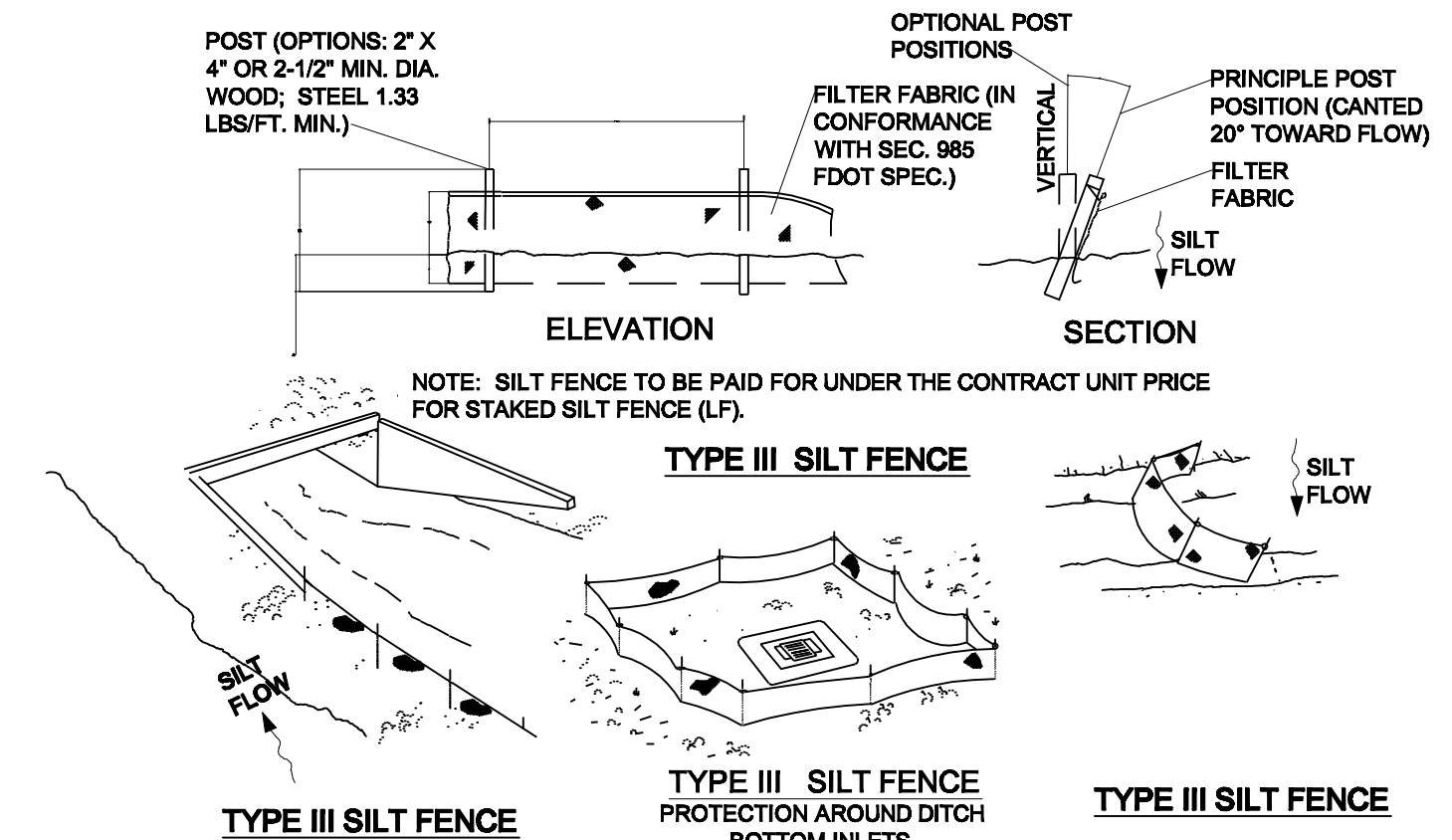
**TYPE II**  
**TYPE I**

D<sub>1</sub> = 6' STD. (SINGLE PANEL FOR DEPTHS 6' OR LESS)  
D<sub>2</sub> = 8' STD. (ADDITIONAL PANEL FOR DEPTHS > 6')  
CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET.  
TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.

NOTE: COMPONENTS OF TYPES 1 AND 11 MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

**FLOATING TURBIDITY BARRIERS**

N.T.S.

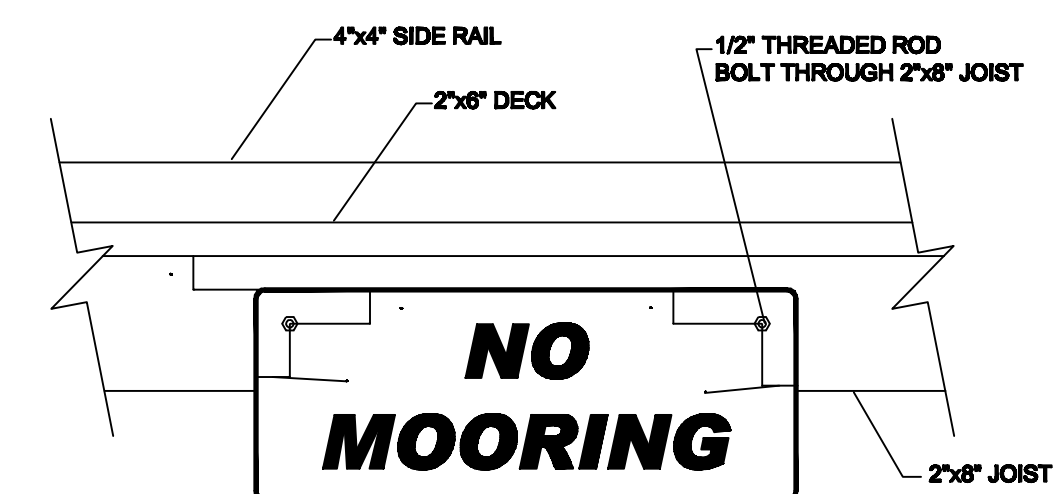


NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

DO NOT DEPLOY IN A MANNER THAT SILT FENCES WILL ACT AS A DAM ACROSS PERMANENT FLOWING WATERCOURSES. SILT FENCES ARE TO BE USED AT UPLAND LOCATIONS AND TURBIDITY BARRIERS USED AT PERMANENT BODIES OF WATER.

**SILT FENCE APPLICATIONS**

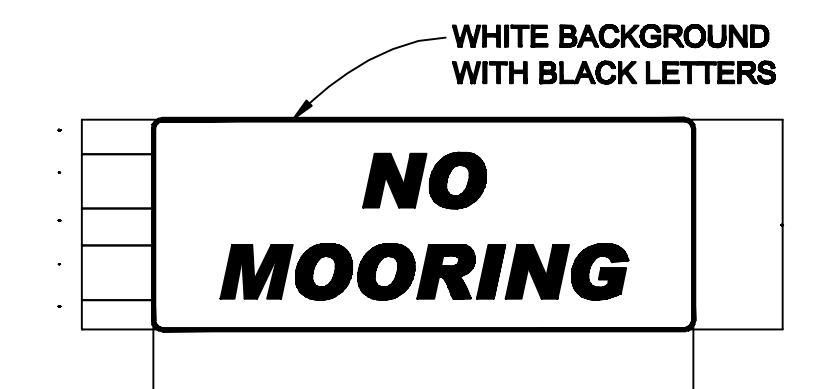
(FDOT INDEX NO. 102, SHT. 3)



**TYPICAL SIGN MOUNTING DETAIL**

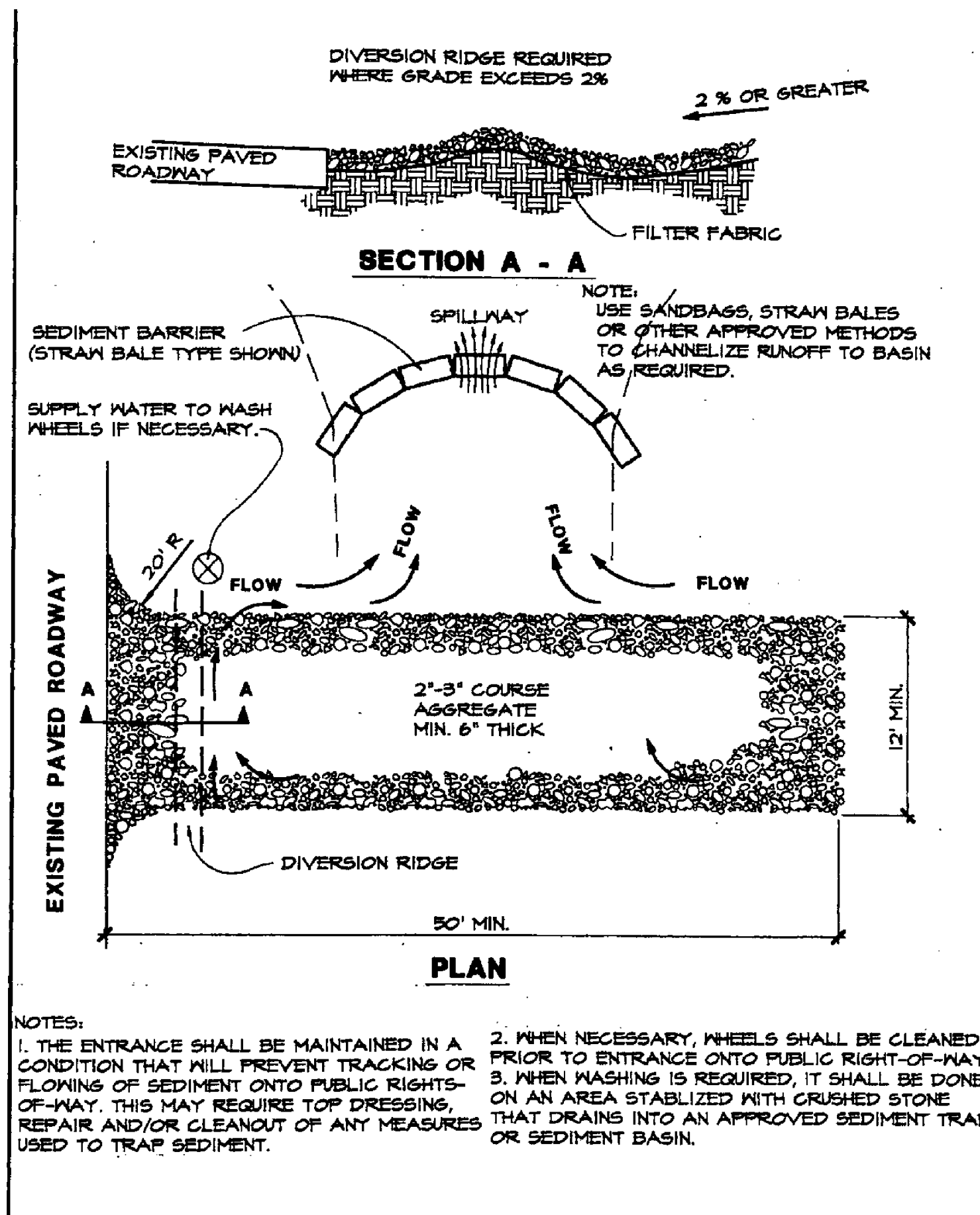
N.T.S.

NOTE:  
SIGNS SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATION 896 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2000.

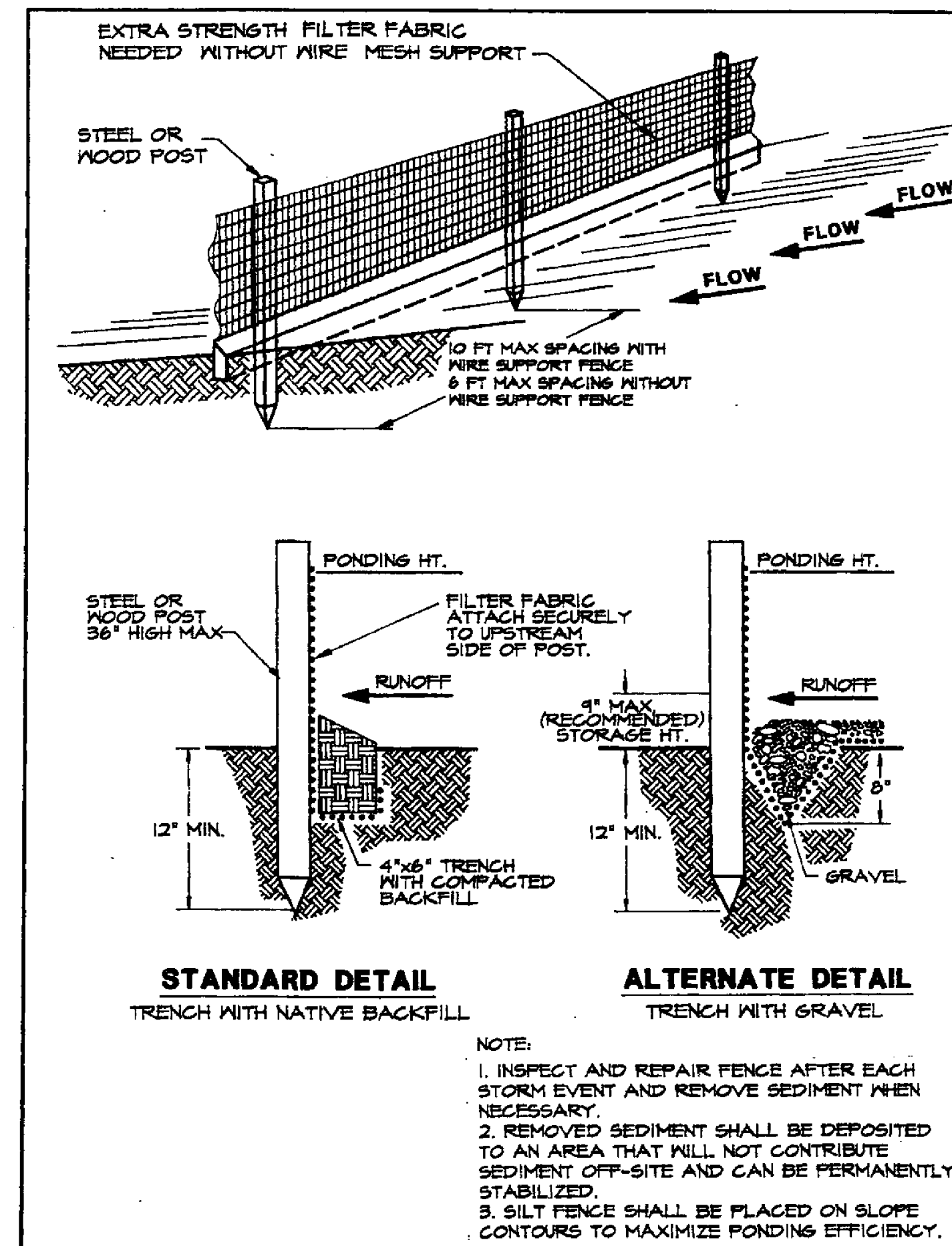


**SIGN DETAIL**

(FURNISHED AND INSTALLED BY CITY)



NOTES:  
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.  
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.  
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



**STANDARD DETAIL**  
TRENCH WITH NATIVE BACKFILL

**ALTERNATE DETAIL**  
TRENCH WITH GRAVEL

NOTE:  
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.  
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.  
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

**POPPLETON CREEK  
MANGROVE PARK**

CITY OF STUART

FLORIDA



**EVERGREEN ENGINEERING, INC.**  
300 NORTH COLORADO AVENUE, STUART, FL 34994  
PHONE (772) 223-1005 FAX (772) 781-0519

SEAL

J. KEVIN HENDERSON, P.E.  
FL. REG. NO. 34260

DATE  
CORPORATE ENGINEERING  
LICENSE NUMBER 8154

NO.	DATE	REVISION	BY
1	10/28/14	CITY COMMENTS	JKH
2	06/10/15	BID SET	JKH
3	11/06/15	BID SET REVISIONS	JKH

**DETAILS**

SCALE AS NOTED	DATE 10/16/14	SHEET NO.
DRAWN BY DSA	DESIGN BY JKH	
JOB NUMBER		

6 OF 6

**ATTACHMENT D**  
**GEOTECHNICAL REPORT**



**LIMITED SUBSURFACE SOIL EXPLORATION AND  
GEOTECHNICAL ENGINEERING EVALUATION  
CITY OF STUART'S MANGROVE PARK  
SW PALM CITY ROAD  
STUART, MARTIN COUNTY, FLORIDA**



**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**

573 SW Biltmore Street  
Port St. Lucie, Florida 34983  
Ph: 772-807-9191 Fx: 772-807-9192  
[www.aaceinc.com](http://www.aaceinc.com)

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GEOTECHNICAL ENGINEERING EVALUATION  
CITY OF STUART'S MANGROVE PARK  
SW PALM CITY ROAD  
STUART, MARTIN COUNTY, FLORIDA

AACE FILE NO. 15-152

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- Appendix I - Results of Laboratory Classification Testing
- Appendix II - Project Limitations and Conditions



City of Stuart  
121 SW Flagler Avenue  
Stuart, FL 34994

Attention: Mr. Marc Rogolino

**LIMITED SUBSURFACE SOIL EXPLORATION AND  
GEOTECHNICAL ENGINEERING EVALUATION  
CITY OF STUART'S MANGROVE PARK  
SW PALM CITY ROAD  
STUART, MARTIN COUNTY, FLORIDA**

---

**1.0 INTRODUCTION**

In accordance with your request and authorization, Andersen Andre Consulting Engineers, Inc. (hereinafter referred to as AACE) has completed a limited subsurface exploration and geotechnical engineering analyses for the above referenced project. The purpose of performing our services was to explore soil types and groundwater levels as they relate to the proposed park construction, and restrictions which these soil and groundwater conditions may place on the proposed improvements. Our work included Standard Penetration Test (SPT) borings, limited laboratory testing, and the preparation of this report which documents our explorations and tests, presents our findings, and summarizes our conclusions and recommendations.

**2.0 SITE AND PROJECT INFORMATION**

***2.1 Site Location and Project Understanding***

The proposed Mangrove Park (the subject site) is located on the east side of SW Palm City Road, approximately 250 feet north of SW Indian Grove Drive, in Stuart, Martin County, Florida (Section 8, Township 38 South, Range 41 East).

Based on our conversations with City of Stuart personnel and on our review of the project plans prepared by Evergreen Engineering, Inc., we understand that the project consists of constructing a passive park on the east side of Palm City Road, with the main component being the excavation of an 'L-shaped' flushing channel that intercepts Poppleton creek at both channel ends (channel length anticipated to be 800-900 feet (+/-) and with depths of reaching 5-7 feet below existing grades, deeper at the proposed sediment trap location). Additional park features will include a scenic trail consisting of an elevated 6-foot wide boardwalk, an information kiosk and an observation deck. The boardwalk will be constructed with either wooden or a recycled plastic/composite decking and will be supported on timber piles. At least three areas within the flushing channel will remain un-excavated, thus creating "island-type" features with planned side slopes of approximately 2H:1V. At this time, it is unknown whether the boardwalk will transition into a poured concrete sidewalk atop these "islands" or whether the timber-supported decking will be utilized throughout. Lastly, a 15-foot (W) by 2- to 3-foot (H) berm will be created along the southern portion of the park, separating the park from existing residential properties. We note that no parking or drainage improvements were noted in the plans.

The location of the subject site is graphically depicted on the Site Vicinity Map included on Sheet No. 1, and on a reproduction of the 2003 USGS Quadrangle Map of "St. Lucie Inlet, Florida" also included on Sheet No. 1. The USGS Quadrangle Map depicts the subject site as being relatively level with an average surface elevation of about 5 feet NGVD.

## ***2.2 Review of USDA Soil Survey***

According to the USDA Soil Survey, the predominant surficial soil types in the area where the site is located are the Paola-Urban land complex, 0 to 8 percent slopes, and the Bessie muck soil series. Descriptions of these soils types are as follows:

Paola-Urban land complex, 0 to 8 percent slopes: This complex consists of small areas of nearly level to sloping, excessively drained Paola soils and Urban land. Areas of these soils and Urban land are so intermingled they could not be separated at the scale used in mapping. The Paola soils make up about 45-60 percent of this complex. Typically, the surface layer is gray sand. The subsurface layer is white sand. Below this is yellowish sand to a depth of 80 inches or more. Urban land makes up 25-35 percent of this complex and is occupied by shopping centers, parking lots, houses, buildings, streets, sidewalks and related structures.

Bessie muck: This nearly level, organic soil is very poorly drained. It is in mangrove swamps along coastal areas, especially the Intracoastal Waterway. Areas range from about 20 to 200 acres. Slopes are less than 1 percent. Typically, the surface layer is dark reddish brown muck about 18 inches thick. This layer has a high percent of fine mineral material. Next is 26 inches of very dark grayish brown clay. Below this is dark gray fine sand with shell fragments. The water table is dependent on tidal action. It is at or above the surface during high tide and storm periods and is within a depth of 10 inches at all other times.

We note that, as detailed below, the soils encountered during our exploration are consistent with the Paola sand soil series; no muck was encountered during our explorations. However, it is likely that Bessie muck will be encountered during construction of the park and excavation of the flushing channel.

## **3.0 FIELD EXPLORATION PROGRAM**

Details of an aerial photograph have been reproduced as our Boring Location Plan, included on Sheet No. 1.

To explore subsurface conditions at the site, two (2) Standard Penetration Test (SPT) borings (ASTM D1586) were performed at the approximate locations shown on Sheet No. 1. The borings were completed at a depth of about 15 feet below the existing grade, as requested by the Owner, on June 30, 2015. The SPT boreholes were backfilled with accumulated soil cuttings upon completion of the field exploration program

The boring locations shown on Sheet No. 1 were determined in the field by our field crew using tape and wheel measurements, the provided site plan, and obtained aerial photographs and existing site features as references. The locations should be considered accurate only to the degree implied by the method of measurement used. We preliminarily anticipate that the actual locations are within 25 feet of those shown. The individual boring profiles are presented on the attached on Sheet No. 1.

Prior to commencement of our field work, Sunshine State One Call of Florida, LLC (SSOCF) was contacted in order to coordinate the location and field marking of any underground utilities that may be present on the site.

#### **4.0 LABORATORY TESTING PROGRAM**

Our field personnel observed the soil recovered from the SPT sampler, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The field soil boring logs and recovered soil samples were then returned to our laboratory where they were examined and visually classified by the project geotechnical engineer in general accordance with the Unified Soil Classification System, USCS. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

Further, to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils, representative samples of the encountered soils in the SPT borings were selected for limited index laboratory testing, consisting of "percent fines" tests (ASTM D1140) [defined as the percent, by dry weight, of soil passing the U.S. Standard No. 200 sieve] and moisture content tests (ASTM D2216). The soil classifications and other pertinent data obtained from our explorations and laboratory examinations and tests are reported on the boring profiles presented on Sheet No. 1; laboratory testing reports are also included in Appendix 1.

#### **5.0 OBSERVED SUBSURFACE CONDITIONS**

##### ***5.1 General Soil Conditions***

Detailed subsurface conditions are illustrated on the soil boring profiles presented on the attached Sheet No. 1. The stratification of the boring profiles represents our interpretation of the field boring logs and the results of laboratory examinations of the recovered samples. The stratification lines represent the approximate boundary between soil types. The actual transitions may be more gradual than implied.

As shown on the soil profiles presented on Sheet No. 1, the soils on the site at the depths and locations explored, consist generally of 4-6 inches of topsoil, followed by loose to medium dense fine sands (SP) to depths of 12-13 feet where loose to very loose slightly silty fine sand (SP-SM) and slightly clayey fine sand (SP-SC) were encountered to the termination depth of the borings.

The above soil profile is outlined in general terms only. Please refer to the attached Sheet No. 1 for individual soil profile details.

##### ***5.2 Measured Groundwater Level***

The groundwater table depth as encountered in the borings during the field investigations is shown adjacent to the soil profiles on the attached Sheet No. 1. As can be seen, the groundwater table was generally encountered at a depth ranging of approximately 4 feet below the existing grades.

In general, fluctuations in groundwater levels should be anticipated throughout the year primarily due to tidal fluctuations and seasonal variations in rainfall, as well as other factors that may vary from the time the borings were conducted.

## **6.0 GEOTECHNICAL ENGINEERING EVALUATION**

Based on the findings of our site exploration, our evaluation of subsurface conditions, and judgment based on our experience with similar projects, we conclude that the encountered shallow soils underlying this site are generally satisfactory for the various components of the project., following typical site preparation procedures as outlined below.

### Excavation of the Flushing Channel:

Based on the subsurface conditions encountered during this exploration and as presented in the soil boring profiles included on Sheet No. 1, it appears that the majority of the soils within the upper 15 feet (i.e. the proposed excavation depth) consist mostly of granular soils and as such are normally considered desirable for construction purposes due to their ability to drain in a relatively short time period, and associated relative ease of compaction using typical earthwork construction techniques. We offer the following general comments with regards to the suitability of soils for use as structural fill materials:

- Organic topsoil is not considered suitable for use as any type of fill, other than possibly in landscaped areas or other non-structural areas.
- Fine sands (SP) should be suitable to serve as fill soils and with proper moisture control should densify using conventional compaction equipment. Soils obtained from below the water table may require time to dry sufficiently. However, these materials should be suitable for relatively unrestricted use as fill and roadway embankment.
- Slightly clayey fine sand (SP-SC) and slightly silty fine sand (SP-SM) are suitable for structural fill, but will likely be more difficult to compact due to these soils' inherent nature to retain excess soil moisture. If the use of slightly clayey and/or slightly silty soils is desired, it may be necessary to stockpile these soils in order for them to drain. Thinner lifts (perhaps 6 to 8 inches in loose thickness) may be required for placement and compaction of these soils. Further, it may become necessary to mix these soils with drier, cleaner granular sands prior to placement to increase the "workability" of these soils.
- While no highly-organic soils, muck or peat were encountered at either of our boring locations, the selected contractor should anticipate encountering Bessie muck, as identified by the USDA soils survey. Muck and other organic materials should not be used as fill for any site feature and should be disposed of off-site as directed by the Owner.

We note that it is not anticipated that the water level within the flushing channel will vary substantially, other than in response to typical seasonal fluctuations or extreme tidal events. As such, sudden in-rushes of water and rapid drawdown conditions requiring slope stability and seepage analysis are not anticipated by AACE. However, we cannot comment on specific slope stability or seepage issues that may be associated with the final design sections. We would be pleased to discuss the additional scope of work required to provide such analysis if concerns exist among the design team.

We recommend using a slope of 3H:1V for excavations made below the ambient groundwater table within the encountered sandy soil formation. Soils above the water table should be sloped so that maintenance can be performed (if desired by the Owner); typically slopes of 4H:1V are used for this purpose. Some measure of compaction of the slope sections above the water table should be performed so that a dry density of 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material is achieved to depths of 2 feet below the compacted surface.

Further, the slopes above the water table should be sodded to prevent erosion 'gullies' and slope sloughing. Regardless, it is important to note that localized areas of shallow sloughing or surface erosion may still periodically occur. Such features are considered a maintenance issue that usually do not greatly affect the global stability of the slope, if periodically repaired and maintained. Conversely, if sloughing or erosion features are not repaired, they can become progressively larger and may ultimately affect the overall slope stability.

Sidewalk and Kiosk Subgrade and Landscaped Berm Construction:

Per our understanding of the project plans, the Information Kiosk will be constructed on natural ground. Further, the "island-type" features that will be created during flushing channel excavation will support the boardwalk, potentially atop the existing ground surface (or, conversely, will be elevated and supported with timber piles). Regardless, any areas that will support these (and any other) structural features as well as the landscaped berm should be cleared, grubbed and stripped of all surface vegetation, trash, debris and topsoil. Stumps, remnants of former foundations, underground utilities, etc. should be removed entirely. Following clearing, the natural soils should be compacted with a light vibratory roller or a vibratory, walk-behind plate compactor to a dry density not less than 95 percent of its modified Proctor (ASTM D1557) maximum value to a depth of 12 inches below the compacted surface. Any fill material needed to raise portions of the site (including berm embankment) should be placed in uniform layers not exceeding 12 inches in loose thickness, with each layer being compacted similarly. We note that recommendations regarding the embedment depth of the timber piles are not included herein. We understand that a minimum embedment depth has been provided by the Project Design Engineer.

Further, we recommend that materials testing and inspection services be provided by AACE.

**7.0 CLOSURE**

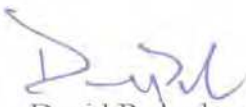
The geotechnical evaluation submitted herein is based on the data obtained from the soil borings and test results presented on Sheet No. 1. Limitations and conditions to this report are presented in Appendix II. This report has been prepared in accordance with generally accepted soil and foundation engineering practices for the exclusive use of the City of Stuart for the subject project. No other warranty, expressed or implied, is made.


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We are pleased to be of assistance to you on this phase of your project. When we may be of further service to you or should you have any questions, please contact us.

Best Regards,

**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**  
Certificate of Authorization No. 26794

  
David P. Andre, P.E.  
Principal Engineer  
Fla. Reg. No. 53969  
DPA/PGA:da 7/10/15





SITE VICINITY MAP



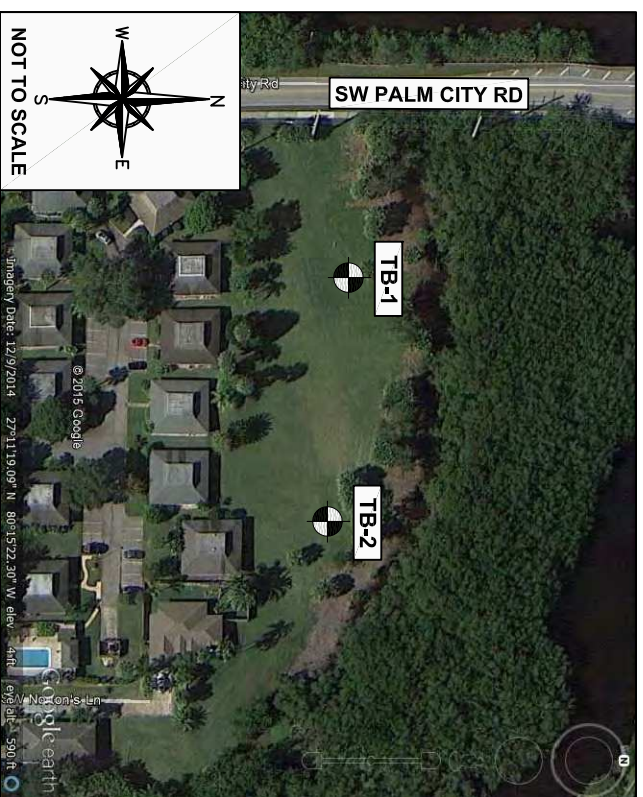
Source: GoogleEarth.com

USGS MAP - "ST. LUCIE INLET, FL" (2003)



Source: mapcard.com

BORING LOCATION PLAN

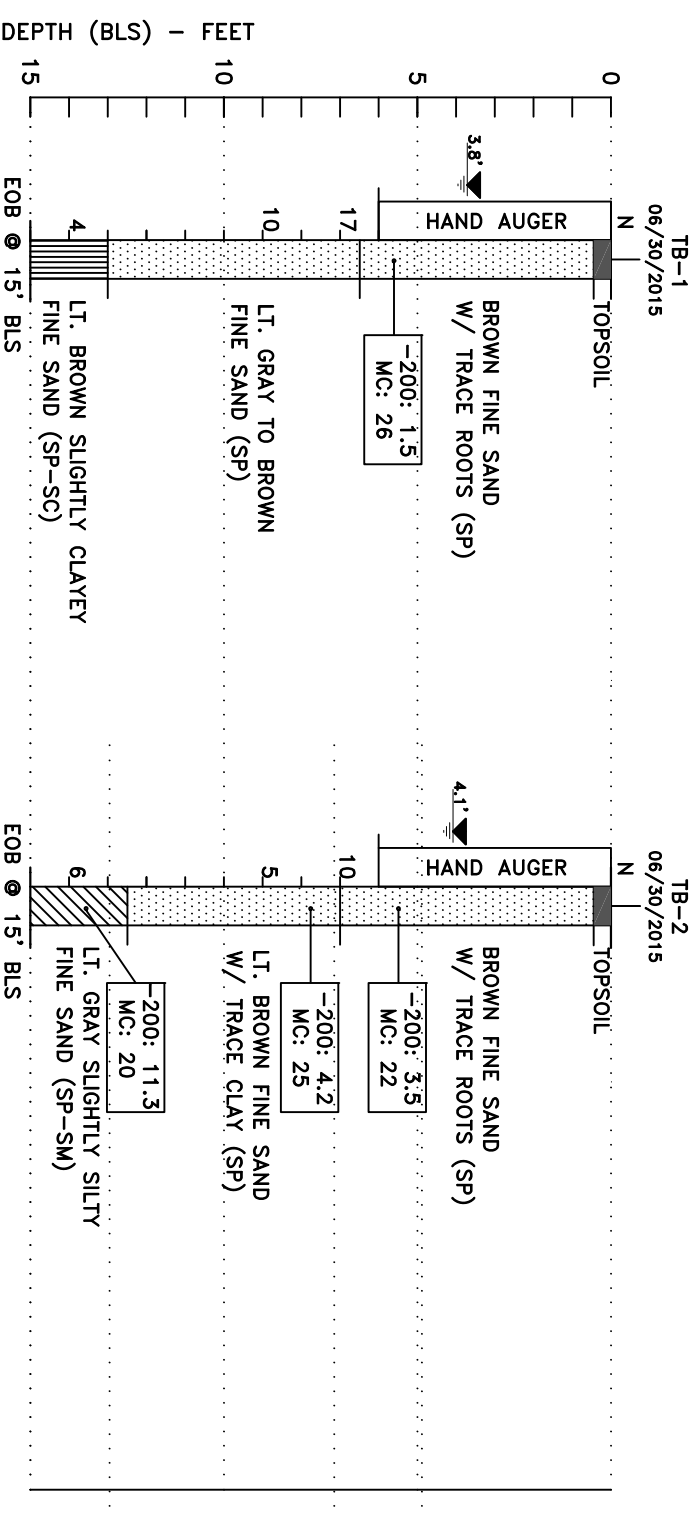


Source: GoogleEarth.com

NOTES AND LEGEND

**TB-#** Approximate SPT Boring Location

Shown field work locations are approximate, and were determined using a combination of tape and wheel measurements, the provided site plan, obtained aerial photographs and existing site features as references.  
The shown field work locations should be considered accurate only to the degree implied by the method of measurement used.



**NOTES:**

- 200: PERCENT OF SOIL, BY DRY WEIGHT, PASSING THE U.S. NO. 200 SIEVE
- MC: MOISTURE CONTENT (%)
- TB-# STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
- HAB-# HAND AUGER BORING (ASTM D1452)
- N.X. SPT RESISTANCE IN BLOWS PER FOOT
- GROUNDWATER TABLE (FT BELOW EXIST. GRADE) AT TIME DRILLED
- END OF BORING
- EOB BELOW LAND SURFACE
- BLS UNIFIED SOIL CLASSIFICATION SYSTEM [USCS]
- SP: USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
- DRILL CREW FIRM: AACCE
- DRILL CREW CHIEF: RL
- DRILL RIG: DIEDRICH D-25
- DRILL METHOD: ROTARY-WASH/BENTONITE SLURRY
- CASING: NOT NEEDED
- HAMMER TYPE: AUTOMATIC

**LEGEND:**

- TOPSOIL
- FINE SAND (SP)
- SLIGHTLY-SILTY FINE SAND (SP-SM)
- SLIGHTLY-CLAYEY FINE SAND (SP-SC)

Section 8  
Township 38 South  
Range 41 East



**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**

573 SW Biltmore Street, Port St. Lucie, FL 34983 772-807-9191 www.AACCEinc.com  
Certificate of Authorization No. 26794

**VICINITY MAPS,  
BORING LOCATION PLAN,  
AND SOIL BORING PROFILES**

LIMITED GEOTECHNICAL ENGINEERING EVALUATION  
CITY OF STUART MANGROVE PARK  
SW PALM CITY ROAD  
STUART, MARTIN COUNTY, FLORIDA

Drawn by: PGA  
Checked by: DPA  
AACCE File No.: 15-152

Date: July 2015  
Date: July 2015  
**Sheet No. 1**

## **APPENDIX I**

Results of Laboratory Classification Testing



## **APPENDIX II**

### Project Limitations and Conditions

**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**  
(revised January 24, 2007)

***Project Limitations and Conditions***

---

Andersen Andre Consulting Engineers, Inc. has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made herein. Further, the report, in all cases, is subject to the following limitations and conditions:

**VARIABLE/UNANTICIPATED SUBSURFACE CONDITIONS**

The engineering analysis, evaluation and subsequent recommendations presented herein are based on the data obtained from our field explorations, at the specific locations explored on the dates indicated in the report. This report does not reflect any subsurface variations (e.g. soil types, groundwater levels, etc.) which may occur adjacent or between borings.

The nature and extent of any such variations may not become evident until construction/excavation commences. In the event such variations are encountered, Andersen Andre Consulting Engineers, Inc. may find it necessary to (1) perform additional subsurface explorations, (2) conduct in-the-field observations of encountered variations, and/or re-evaluate the conclusions and recommendations presented herein.

We at Andersen Andre Consulting Engineers, Inc. recommend that the project specifications necessitate the contractor immediately notifying Andersen Andre Consulting Engineers, Inc., the owner and the design engineer (if applicable) if subsurface conditions are encountered that are different from those presented in this report.

No claim by the contractor for any conditions differing from those expected in the plans and specifications, or presented in this report, should be allowed unless the contractor notifies the owner and Andersen Andre Consulting Engineers, Inc. of such differing site conditions. Additionally, we recommend that all foundation work and site improvements be observed by an Andersen Andre Consulting Engineers, Inc. representative.

**SOIL STRATA CHANGES**

Soil strata changes are indicated by a horizontal line on the soil boring profiles (boring logs) presented within this report. However, the actual strata's changes may be more gradual and indistinct. Where changes occur between soil samples, the locations of the changes must be estimated using the available information and may not be at the exact depth indicated.

**SINKHOLE POTENTIAL**

Unless specifically requested in writing, a subsurface exploration performed by Andersen Andre Consulting Engineers, Inc. is not intended to be an evaluation for sinkhole potential.

## **MISINTERPRETATION OF SUBSURFACE SOIL EXPLORATION REPORT**

Andersen Andre Consulting Engineers, Inc. is responsible for the conclusions and recommendations presented herein, based upon the subsurface data obtained during this project. If others render conclusions or opinions, or make recommendations based upon the data presented in this report, those conclusions, opinions and/or recommendations are not the responsibility of Andersen Andre Consulting Engineers, Inc.

## **CHANGED STRUCTURE OR LOCATION**

This report was prepared to assist the owner, architect and/or civil engineer in the design of the subject project. If any changes in the construction, design and/or location of the structures as discussed in this report are planned, or if any structures are included or added that are not discussed in this report, the conclusions and recommendations contained in this report may not be valid. All such changes in the project plans should be made known to Andersen Andre Consulting Engineers, Inc. for our subsequent re-evaluation.

## **USE OF REPORT BY BIDDERS**

Bidders who are reviewing this report prior to submission of a bid are cautioned that this report was prepared to assist the owners and project designers. Bidders should coordinate their own subsurface explorations (e.g.; soil borings, test pits, etc.) for the purpose of determining any conditions that may affect construction operations. Andersen Andre Consulting Engineers, Inc. cannot be held responsible for any interpretations made using this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which may affect construction operations.

## **IN-THE-FIELD OBSERVATIONS**

Andersen Andre Consulting Engineers, Inc. attempts to identify subsurface conditions, including soil stratigraphy, water levels, zones of lost circulation, "hard" or "soft" drilling, subsurface obstructions, etc. However, lack of mention in the report does not preclude the presence of such conditions.

## **LOCATION OF BURIED OBJECTS**

Users of this report are cautioned that there was no requirement for Andersen Andre Consulting Engineers, Inc. to attempt to locate any man-made, underground objects during the course of this exploration, and that no attempts to locate any such objects were performed. Andersen Andre Consulting Engineers, Inc. cannot be responsible for any buried man-made objects which are subsequently encountered during construction.

## **PASSAGE OF TIME**

This report reflects subsurface conditions that were encountered at the time/date indicated in the report. Significant changes can occur at the site during the passage of time. The user of the report recognizes the inherent risk in using the information presented herein after a reasonable amount of time has passed. We recommend the user of the report contact Andersen Andre Consulting Engineers, Inc. with any questions or concerns regarding this issue.