City of Port St. Lucie

20250198

WILDERNESS TRAIL CONSTRUCTION PROJECT

RELEASE DATE: August 29, 2025
RESPONSE DEADLINE: September 30, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, Section 35.07, this electronic Invitation for Bid ("IFB") is being issued to establish a Contract with one or more qualified Contractors who will provide Wilderness Trail Construction Project to the City of Port St. Lucie (hereinafter, "City") as further described in this IFB.

A descriptive overview of the City can be found at https://www.cityofpsl.com/discover-us/about-psl . Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

1.2. Overview of the IFB Process

The objective of the IFB is to select one (1) or more qualified Contractor (as defined by Section 1 – "Purpose of Procurement") to provide the goods and/or services outlined in this IFB to the City. This IFB process will be conducted to gather and evaluate responses from Contractors for potential award. All qualified Contractors are invited to participate by submitting responses, as further defined below. After evaluating all Contractor's responses received prior to the closing date of this IFB and resolution of any Contract exceptions, the preliminary results of the IFB process will be publicly announced, including the names of all participating Contractors and the evaluation results. Subject to the protest process, final Contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City may desire to make one award or multiple awards. For example, this document contains phrases such as "contract(s)" and "award(s)". Please refer to Section 1 – "Purpose of Procurement" and Section 9 – "Evaluation and Award," for information concerning the number of Contract awards expected.

1.3. Schedule of Events

The Schedule of Events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur, which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the IFB will be publicly posted prior to the closing date of this IFB. After the close of the IFB, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, and the Contract term, on an as-needed basis, with or without notice.

Release of IFB:	August 29, 2025

Question Submission Deadline:	September 15, 2025, 5:00pm
Response Submission Deadline:	September 30, 2025, 2:00pm City of Port St Lucie City Hall Complex - Bldg. A Room 390 121 SW Port St. Lucie Blvd Port St. Lucie, Florida 34984 Teams Meeting Meeting ID: 210 386 537 294 8 Passcode: cW6wT2ZB https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzkwODBiMmEtZjQ1MS00NjgyLWJjNDgtNWQxYmM2OGZhZTM0%40thread.v2/0?context=%7b%22Tid%22%3a%229ed2954f-fcf8-4d28-8b45-17e239146c85%22%2c%22Oid%22%3a%225513734a-cfd5-4d98-b644-9e59dda211e3%22%7d

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

Robyn Holder, CPPB, Sr. Procurement Contracting Officer

C. #772-281-9284

rholder@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

- Contractor(s) – companies desiring to do business with the City (Also called “Bidder,” “Proposer,” "Vendor," or “Offeror.”)

- City of Port St. Lucie ("City") – the governmental entity identified in "Purpose of Procurement," of this IFB.

- Immaterial Deviation – does not give the Contractor a substantial advantage over other Contractors.

- Material Deviation – gives the Contractor a substantial advantage over other Contractors and thereby restricts or prevents competition.

- Procurement Management Division ("PMD") – the City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

- Responsible – means the Contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

- Responsive – means the Contractor whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

- Sourcing Platform – OpenGov.

Any special terms or words which are not identified in this IFB may be identified separately in one or more attachments to the IFB.

1.6. Contract Term

The Initial term of the Contract(s) is for 120 calendar days from the execution date. There are no options to renew.

In the event that the Contract(s), if any, resulting from the award of this IFB shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified products and/or services, the City may, with the written consent of the awarded Contractor(s), extend the Contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The Contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this IFB states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

The standard hours of work allowed in the City's rights-of-way are from 7:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the Port St. Lucie Police Department (PSLPD). All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the

Contractor. This shall include, but is not limited to, costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the PSLPD. All night work within the City's rights-of-way requires a minimum forty-eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty-four (24) hours per day.

2. Scope of Work

2.1. Scope of Work

Scope of Work Summary
The project consists of constructing a 2.1-mile, 10-foot-wide **concrete multi-use trail** within Wilderness Park, located at 2701 SE Westmoreland Blvd. Scope includes full site preparation, clearing and grubbing, grading, stabilized subgrade, and installation of the concrete trail surface.

Additional work includes:

- **Drainage improvements** such as culverts, swales, and riprap.
- **Utility installation** for water and sewer services, including restroom connections.
- **Construction of a pavilion** with restrooms, drinking fountains, grills, and picnic tables.
- **Installation of park amenities** including benches, trash receptacles, kiosks, dog waste stations, wildlife signage, and decorative trail elements like paw prints.
- **Landscaping** with a wide variety of native and ornamental trees, palms, and shrubs, as well as soil prep, mulch, and root barrier installation.
- **ADA compliance** features such as detectable warning mats, signage, striping, and accessible parking.

The Contractor will be responsible for mobilization, erosion control, traffic maintenance, and as-built drawings. All work must comply with City standards, ADA requirements, applicable permits, project construction plans and technical specifications.

Project Plans include the following:

Attachment A - 100% Construction Plans prepared by CAPTEC Engineering, Inc. consisting of pages 1 - 23.

Attachment B - Architectural Bid Set prepared by 112 Architecture + Design consisting of pages 1 - 30.

Attachment C - Landscape Plans prepared by Michael Flaugh Landscape Architect consisting of pages 1 - 14.

Attachment D - Technical Specifications prepared by CAPTEC Engineering, Inc. consisting of pages 1 - 26.

Attachment E - Topographic Survey prepared by Betsy Lindsey consisting of pages 1 - 6.

Attachment F - Geotech Report prepared by Andersen Andre Consulting Engineers, Inc. consisting of pages 1 - 40.

Attachment G - Environmental WWA Wilderness Report prepared by Hobe Sound Consulting Engineers, Inc. consisting of pages 1 - 15.

Attachment H - Gopher Tortoise Report Wilderness Report prepared by Hobe Sound Environmental Consultants, Inc. consisting of pages 1 - 39.

Attachment I - RTP Grant T2121 (for informational purposes only).

Attachment J - Sample Contract.

Attachment K - FHWA 1273 Document.

Attachment L - Davis Bacon Information.

It is the City's intent to award the Base Bid and any combination of the following alternatives that fall within the available project budget. The award may include the Base Bid alone or the Base Bid plus one or more alternatives up to and including all five, depending on bid pricing.

Contractors are advised that mobilization fees for each alternate should reflect the **actual scope of work associated with that alternate** and should be proportionally lower than the mobilization cost for the Base Bid.

For example, smaller alternates such as site furnishings or minor paving should not include significant mobilization or MOT costs, whereas larger alternates such as restroom construction may include increased, but still reasonable, mobilization expenses.

Description of Bid Alternatives:

Alternative Bid #1 – The scope of work associated with this bid shall include the construction of 1,220 linear feet of 10' wide concrete trail and associated landscaping for the project area identified in green on Sheet 2A of the Construction Plans.

Alternative Bid #2 – The scope of work associated with this bid shall include the construction of 2,578 linear feet of 10' wide concrete trail, 12" drainage, concrete pads, benches, waste containers and associated landscaping for the project area identified in yellow on Sheet 2A of the Construction Plans.

Alternative Bid #3 – The scope of work associated with this bid shall include the construction of 142 linear feet (165 Square Yards) of concrete trail, Restroom Pavilion, concrete pad, benches, waste containers and associated landscaping for the project area identified in orange on Sheet 2A of the Construction Plans.

Alternative Bid #4 – The scope of work associated with this bid shall include the construction of 1,367 linear feet of 10' wide concrete trail, concrete pads, benches, waste containers and associated landscaping for the project area identified in blue on Sheet 2A of the Construction Plans.

Alternative Bid #5 – The scope of work associated with this bid shall include the construction of 8 ADA parallel parking spaces and associated landscaping for the project area identified in red on Sheet 2A of the Construction Plans.

3. Instructions to Contractors

This section contains general business requirements. By submitting a response, the Contractor is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Contractor's submitted pricing.

By submitting a response to the IFB, the Contractor is acknowledging that the Contractor:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Contractors to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations, that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this IFB until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the IFB is officially canceled), Contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this IFB, or as provided by existing work agreement(s). This is commonly known as a Cone of Silence during the procurement process as identified in the City Code of Ordinances, Section 35.13. Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Contractor violating this provision. Further information on this topic can be found on the Cone of Silence and IFB Communication Document.

3.1.3 Submitting Questions

All questions concerning this IFB must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the IFB project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions. Contractors are cautioned that the

City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section.

3.1.4 Attending Bidders'/Offerors' Conference

The Bidders'/Offerors' Conference or any other information session (if indicated in the Schedule of Events) will be held at the locations referred to in "Schedule of Events," of this IFB. Unless indicated otherwise, attendance is not mandatory, although Contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Contractor must attend the conference in its entirety to be considered eligible for Contract award. The Contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all Contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Contractor's Responsibility

Prior to Contract award, the City must be assured that the selected Contractor has all the resources to successfully perform under the Contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the Contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the Contractor's ability to perform, if awarded, the City has the option of requesting from the Contractor any information deemed necessary to determine the Contractor's responsibility. If such information is required, the Contractor will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 Failing to Comply with Submission Instructions

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the IFB will not be considered. Contractor's response must be complete in all respects, as required in each section of this IFB.

3.1.7 Rejection of Proposals; The City's Right to Waive Immaterial Deviation

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this IFB.** A Contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the IFB requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Contractor who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. This includes the firm, employees, and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List, or Debarment List. Please see section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the IFB

The City reserves the right to amend this IFB. All revisions must be made in writing prior to the IFB closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, it shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this IFB will be issued as an addendum. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the IFB known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Contractor shall be deemed to have accepted all terms and agreed to all requirements of the IFB (including any revisions/additions made in writing prior to the close of the IFB, whether or not such revision occurred prior to the time the Contractor submitted its response), unless expressly stated otherwise in the Contractor's response. THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED IFB AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE IFB. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 9.8 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this IFB at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Contractor shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Contractor shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Contractor(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish

the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Contractor to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Contractor(s) declines to make any such substitution, the City may award the Contract to the next acceptable Contractor(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Contractor(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

3.1.10 Proposal of Additional Services

If a Contractor indicates an offer of services in addition to those required by and described in this IFB, these additional services may be added to the original Contract at the sole discretion of the City.

3.1.11 Protest Process

Contractors should familiarize themselves with the procedures set forth in City Code of Ordinances, Section 35.15. By submitting a response to this IFB, the Contractor certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Contractor. The City will not provide reimbursement for such costs.

3.1.13 Public Access to Procurement Records

Solicitation opportunities will be publicly advertised as required by City ordinances and state and federal laws. Any material that is submitted in response to this IFB, including anything considered by the Contractor to be confidential or a trade secret, will become a public document pursuant to Chapter 119, Florida Statutes. Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to section 119.07, Florida Statutes. Therefore, the Contractor is hereby cautioned NOT to submit any documents that the Contractor does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Contractor may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Contractors should review Chapter 119, Florida Statutes for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

Listed below are key action items related to this IFB. The **Schedule of Events** Section identifies the dates and time for these key action items. This portion of the IFB provides high-level instructions regarding the process for reviewing the IFB, preparing a response to the IFB, and submitting a response to the IFB.

3.2.1 IFB Released

The release of the IFB is through the posting of this project in OpenGov, the City's electronic bidding system. Each Contractor interested in competing to win a Contract award must complete and submit a response to this IFB in OpenGov. Therefore, each Contractor MUST carefully review the submittal instructions.

3.2.2 IFB Review

The IFB 20250198 consists of the following: this document, entitled "Wilderness Trail Construction Project," and any and all information included in the IFB, as posted to OpenGov, including any and all documents provided by the City as attachments to the IFB or links contained within the IFB or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3 Preparing a Response

When preparing a response, the Contractor must consider the following instructions:

1. Use the provided Cost Table to prepare your response. Enter your responses directly into the Cost Table. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the IFB as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the Contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the IFB specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Robyn Holder, prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the Contractor, the Contractor's response will be considered incomplete and disqualified from further consideration.

3.2.4 Reviewing, Revising, or Withdrawing a Submitted Response

After the response has been submitted, the Contractor may view and/or revise its response by logging into OpenGov. Please take note of the following:

A. BID SUBMISSION**.** All bids shall be submitted by completing and uploading all required documents. All submittals are required to be electronic. No hard copies will be accepted.

- Cost Work Sheet **will be completed through Cost Table in OpenGov.**
- **Upload** files in the following order (Provided in Section 12-Vendor Submission Requirements and Attestations):

1. **Mandatory Forms:**

1.1 Contractor's General Information Worksheet, and

1.2 E-Verify Form, and

1.3 Non-Collusion Affidavit, and

1.4 Debarment Form (required with Federal Funding (including All Grants) the contractor and all subcontractors to fill them out and sign them), and

1.5 Lobbying Form (required with Federal Funding (including All Grants) the contractor and all subcontractors to fill them out and sign them), and

1.6 Trench Safety (required in Construction Projects), and

1.7 Buy America Certification (required with Federal Funding), and

1.8 Copy of W-9 *(Vendor to provide)*, and

1.9 Copy of Certificate of Insurance *(Vendor to provide)*, and

1.10 Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statues, a copy of the certificate issues by the State of Florida *(Vendor to provide)*, and

1.11 Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits *(Vendor to provide)*.

2. Confirm electronically the following forms (Provided in Section 12-Vendor Submission Requirements and Attestations Section):

2.1 Cone of Silence and Communication Document, and

2.2 Contractor's Code of Ethics, and

2.3 Drug Free Workplace, and

2.4 Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and

2.5 Vendor Scrutinized Companies List Certification, and

2.6 The Contractor will comply with C.F.R. 200.318 through 200.326. (required with Federal Funding (including All Grants)

B. REVIEW AND REVISE. Contractors may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Contractor must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Contractor's response is no longer submitted. Contractor should make the changes required and promptly re-submit its response before the submission date and time.

C. WITHDRAW. Contractors may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Contractor must navigate to their submitted proposal via the City's electronic bidding system and then click

"Unsubmit Response". In the event a Contractor desires to withdraw its response after the closing date and time, the Contractor must submit a request in writing to the Issuing Officer.

Add Item

4. General Insurance

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

4.1. Indemnification/Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under the Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of the Contract.

4.2. Workers' Compensation Insurance & Employer's Liability

The Contractor/Vendor shall agree to procure and maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/ employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

4.3. Commercial General Liability Insurance

The Contractor/Vendor shall agree to procure and maintain Commercial General Liability insurance, issued under an Occurrence form basis, 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

4.4. Additional Insured

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. 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 insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for

the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract #20250198 - Wilderness Trail Construction Project."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.

4.6. Waiver of Subrogation

By entering into this Contract, the Vendor agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the Vendor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Vendor enter into such a Contract on a pre-loss basis.

4.7. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

4.8. Compliance

It shall be the responsibility of the Vendor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the

responsibility of the Vendor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language “when required by written contract”. If the Vendor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor/independent contractor/subcontractor.

The Vendor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers’ Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers’ Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but is not obligated, 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 AM Best rating of at least A:VII or better.

A failure on the part of the Vendor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

4.9. Pollution Insurance

Contractor shall procure and agree to maintain in full force during the term of this Contract, Contractors Pollution Liability Insurance in limits not less than $1,000,000 per occurrence and $2,000,000 aggregate, for any operations relating to the construction, handling, storage, and transportation of hazardous materials and/or waste. Contractors Pollution should be in force for no less than the entire term of the project and two years extended Completed Operations. The City of Port St. Lucie shall be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

4.10. Professional Liability Insurance

Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Consultant warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a

SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

4.11. Requirements for Insurance

Within ten (10) business days of award, the awarded Contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the Additional Insured party, as identified herein. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates and endorsements are provided.

5. Bonds and/or Letter of Credit, Permits

5.1. Bid Bond

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier's check, bank money order, bank draft of any national or state bank), in a sum of not less than 5% of the bid total made payable to the City. As a **Mandatory Requirement**, the Bid Bond or Bid Deposit must be scanned and uploaded as part of the Vendor Submission along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding Contractors must send the Original Bid Bond or Bid Deposit to the City within ten (10) business days after the IFB Due Date as reflected above in the Schedule of Events. The responding Contractor's proposal will be considered non-Responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Robyn Holder
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Procurement Management Division

Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the Contract.

5.2. Certification

Proposal Certification

By responding to this solicitation, the Contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which, when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Contractor and the City; and
2. That the Contractor guarantees and certifies that all items included in the Contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Contractor's response; and
3. That the response submitted by the Contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Contractor's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor

understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

5.3. Payment and Performance Bonds

By responding to this solicitation, the Contractor understands and agrees to the following:

1. The Contractor shall furnish an acceptable recorded Payment and Performance Bond complying with the statutory requirements set forth in section 255.05, Florida Statutes, and 2 CFR 200.326 in the amount equal to one hundred percent (100%) of the Contract price. Additionally, upon any Contract price increase, Contractor shall obtain a bond rider to ensure that the Payment and Performance Bond never drops below 100% of the Contract Price. For clarity, this means that if there is any amendment, change order, purchase order, or any other approval for additional funds under the Contract, Contractor shall obtain a bond rider covering 100% of the increase. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the Contract is approved by City Council or the City Manager (if within his or her threshold), but in any event, prior to the beginning of any Contract performance by the awarded Contractor. The Payment and Performance Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and final acceptance of the work is issued by the City.
2. Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) calendar days after written notice to do so. In default thereof, the Contractor may be suspended as herein provided.

5.4. Permits

The selected Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Permit fees can be found on the City's Building Department Website. All permit fees shall be included in the Contract amount and paid by the successful Contractor(s).

6. IFB Bid Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions Contractors may have available; rather, the Contractors shall propose to meet the City's needs as defined in this IFB. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Contractor's response.

By submitting a bid, the Bidder acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. IFB Introduction

All the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected Contractor. Each Contractor must indicate its willingness and ability to satisfy these requirements in their response.

Unless otherwise specified, references to brand name or trade name/mark products are intended to be descriptive, but not restrictive, and are used to indicate the quality and characteristics of products that may be offered. Other products may be considered for award if such products are clearly identified and are determined by the City to meet its needs in all respects. Each Contractor's response must indicate the brand name and model, or series number of the product offered and include such specifications, catalog pages, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered.

6.2. Contractor's General Information

Each Contractor must complete all the requested information in the **Contractor's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

6.3. Mandatory Requirements

As noted in the preceding section, this IFB contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Contractor in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this IFB document.

2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Cost Table.

3. Copy of Current Insurance Certificate, Licenses, required Certifications, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Contractor does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Contractor's response, except as otherwise provided in Section 9 - "Evaluation and Award," of this IFB. Please note some requirements may require the Contractor to provide product sheets or other technical materials.

It is strongly encouraged that all Contractors review all documents that are electronically attached to this IFB. Reviewing the documentation ensured that Contractors understand the full scope of the City's request.

6.4. Additional Information

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Contractor as part of the technical proposal, the Contractor should upload these additional materials as directed by the City.

7. Cost Table

BASE BID

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL						
1	101-99	Mobilization, Incl. Video Survey Staking & As-Builts Drawings	1	LS		
2	102-1	Maintenance of Traffic / Parking / Detours	1	LS		
3	104	Turbidity Barrier/ NPDES Compliance (Erosion Control)	1	LS		
4	104-10-3	Silt Fence (Sediment Barrier)	11,580	LF		
5	110-1-1	Clearing and Grubbing / Demolition (Trail Length * 50 feet)	6.6	AC		
6	120-1	Regular Excavation	50	CY		
7	120-6	Embankment	600	CY		
ROADWAY						
8	510-1-2	Performance Turf, Sod (Item 110-1-1 minus Trail Area)	25,800	SY		
9	514-72	Swale	1,020	LF		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
10	522-1	Concrete Trail (4" thick) including 12" compacted subgrade	6,290	SY		
11	522-2	Concrete Sidewalk Through Parking (6" thick) includes 12" compacted Subgrade	76	SY		
12	527-2	Detectable Warnings (ADA Mats)	252	SF		
DRAINAGE						
13	430-175-115	15" Culvert, Optional Material	560	LF		
14	430-175-136	36" Culvert, Optional Material	100	LF		
15	430-982-115	15" Mitered End Section	22	EA		
16	430-982-136	36" Mitered End Section	6	EA		
17	530-3-4	RIP-RAP (Include rubble, F&I, Ditch Lining)	220	TN		
18	530-74	Bedding Stone	136	TN		
UTILITIES						
19	1090-1	Wet-Well Core	1	LS		
20	1050-32-204	4" Gravity Sewer	130	LF		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
21	1090-2	4" Cleanout	3	EA		
22	1090-3	4" USF 7630 W/ Concrete Collar	3	EA		
23	1090-4	2" Commerical Water Service (to Meter)	1	LS		
24	1090-5	2" Water Service (beyond Meter)	190	LF		
25	1090-6	1" Residential Water Service Relocation	1	LS		
PARK IMPROVEMENTS						
26	751-38-13	6' Fremont Park Bench (Item Number 329-1033), Mounted to Concrete slab	4	EA		
27	999-1	Waste Containers with Push Door Lid (Model TF1015)	2	EA		
28	999-2	Concrete Slabs (Bench/Waste Container)	22	SY		
29	999-3	Trailhead Kiosks (2 sided)	2	EA		
30	999-4	Monument Sign	1	EA		
31	999-5	Wildlife Signs	8	EA		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
32	999-6	Wildlife Paw Prints (Public Art on Trail Surface at Wildlife Signs)	80	EA		
33	999-7	PSL Neighborhood Sign	1	EA		
LANDSCAPE / IRRIGATION						
34	1010-1	LANDSCAPE MAINTENANCE	1	LS		
35	1010-2	RED MAPLE	8	EA		
36	1010-3	EAST PALATKA HOLLY	27	EA		
37	1010-4	SOUTHERN MAGNOLIA	39	EA		
38	1010-5	SLASH PINE	26	EA		
39	1010-6	SOUTHERN LIVE OAK	8	EA		
40	1010-7	FLORIDA ROYAL PALM	4	EA		
41	1010-8	SABAL PALM	76	EA		
42	1010-9	COCOPLUM	76	EA		
43	1010-10	SAND CORDGRASS	205	EA		
44	1010-11	ROOT BARRIER	816	LF		
45	1010-12	SOIL	80	CY		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
46	1010-13	MULCH	3	CY		
TOTAL						

ALTERNATE NO. 1

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL						
47	101-99	Mobilization, Incl. Video Survey Staking & As-Builts Drawings	1	LS		
48	102-1	Maintenance of Traffic / Parking / Detours	1	LS		
49	104	NPDES Compliance (Erosion Control)	1	LS		
50	104-10-3	Silt Fence (Sediment Barrier)	2,850	LF		
51	110-1-1	Clearing and Grubbing / Demolition (Trail Length * 50 feet)	1.5	AC		
52	120-1	Regular Excavation	20	CY		
53	120-6	Embankment	70	CY		
ROADWAY						

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
54	510-1-2	Performance Turf, Sod (Item 110-1-1 minus Trail Area)	6,385	SY		
55	522-1	Concrete Trail (4" thick) including 12" compacted subgrade	1,400	SY		
LANDSCAPE / IRRIGATION						
56	1010-1	LANDSCAPE MAINTENANCE	1	LS		
57	1010-2	RED MAPLE	4	EA		
58	1010-3	EAST PALATKA HOLLY	8	EA		
59	1010-4	SOUTHERN MAGNOLIA	1	EA		
60	1010-5	SLASH PINE	1	EA		
61	1010-6	SOUTHERN LIVE OAK	5	EA		
62	1010-7	FLORIDA ROYAL PALM	1	EA		
63	1010-8	SABAL PALM	10	EA		
TOTAL						

ALTERNATE NO. 2

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL						

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
64	101-99	Mobilization, Incl. Video Survey Staking & As-Builts Drawings	1	LS		
65	102-1	Maintenance of Traffic / Parking / Detours	1	LS		
66	104	Turbidity Barrier/ NPDES Compliance (Erosion Control)	1	LS		
67	104-10-3	Silt Fence (Sediment Barrier)	5,640	LF		
68	110-1-1	Clearing and Grubbing / Demolition (Trail Length * 50 feet)	3	AC		
69	120-1	Regular Excavation	112	CY		
70	120-6	Embankment	125	CY		
ROADWAY						
71	510-1-2	Performance Turf, Sod (Item 110-1-1 minus Trail Area)	11,450	SY		
72	522-1	Concrete Trail (4" thick) including 12" compacted subgrade	2,783	SY		
DRAINAGE						

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
73	430-175-112	12" Culvert, Optional Material	30	LF		
74	430-982-112	12" Mitered End Section	2	EA		
PARK IMPROVEMENTS						
75	751-38-13	6' Fremont Park Bench (Item Number 329-1033), Mounted to Concrete slab	4	EA		
76	999-3	Waste Containers with Push Door Lid (Model TF1015)	2	EA		
77	999-4	Concrete Slabs (Bench/Waste Container)	68	SY		
LANDSCAPE / IRRIGATION						
78	1010-1	LANDSCAPE MAINTENANCE	1	LS		
79	1010-2	RED MAPLE	7	EA		
80	1010-3	EAST PALATKA HOLLY	6	EA		
81	1010-4	SOUTHERN MAGNOLIA	2	EA		
82	1010-5	SLASH PINE	15	EA		
83	1010-6	SOUTHERN LIVE OAK	2	EA		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
84	1010-7	FLORIDA ROYAL PALM	2	EA		
85	1010-8	SABAL PALM	5	EA		
86	1010-13	ROOT BARRIER	39	LF		
TOTAL						

ALTERNATE NO. 3

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL						
87	101-99	Mobilization, Incl. Video Survey Staking & As-Builts Drawings	1	LS		
88	102-1	Maintenance of Traffic / Parking / Detours	1	LS		
89	104	Turbidity Barrier/ NPDES Compliance (Erosion Control)	1	LS		
90	104-10-3	Silt Fence (Sediment Barrier)	375	LF		
91	110-1-1	Clearing and Grubbing / Demolition (Trail Length * 50 feet)	0.2	AC		
92	120-1	Regular Excavation	5	CY		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
93	120-6	Embankment	100	CY		
ROADWAY						
94	510-1-2	Performance Turf, Sod (Item 110-1-1 minus Trail Area)	940	SY		
95	522-1	Concrete Trail (4" thick) including 12" compacted subgrade	165	SY		
PARK IMPROVEMENTS						
96	999-5	Pavillion (Restrooms, Drinking Fountains, etc.)	1	LS		
97	999-6	Pavilion Electric Service (Exterior to Bathroom Pavilion)	1	LS		
98	999-1	Highland Products Grouop Hex Picnic (Item #133-1034) Fastened to Concrete Slab	2	EA		
99	999-2	Highland Products Grouop Hex ADA Picnic (Item #133-1050) Fastened to Concrete Slab	2	EA		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
100	999-3	Waste Containers (Model TF1015)	3	EA		
LANDSCAPE / IRRIGATION						
101	1010-1	LANDSCAPE MAINTENANCE	1	LS		
102	1010-7	FLORIDA ROYAL PALM	3	EA		
TOTAL						

ALTERNATE NO. 4

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL						
103	101-99	Mobilization, Incl. Video Survey Staking & As-Builts Drawings	1	LS		
104	102-1	Maintenance of Traffic / Parking / Detours	1	LS		
105	104	Turbidity Barrier/ NPDES Compliance (Erosion Control)	1	LS		
106	104-10-3	Silt Fence (Sediment Barrier)	2,980	LF		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
107	110-1-1	Clearing and Grubbing / Demolition (Trail Length * 50 feet)	1.6	AC		
108	120-1	Regular Excavation	50	CY		
109	120-6	Embankment	35	CY		
ROADWAY						
110	510-1-2	Performance Turf, Sod (Item 110-1-1 minus Trail Area)	6,041	SY		
111	522-1	Concrete Trail (4" thick) including 12" compacted subgrade	1,470	SY		
PARK IMPROVEMENTS						
112	751-38-13	6' Fremont Park Bench (Item Number 329-1033), Mounted to Concrete slab	4	EA		
113	999-3	Waste Containers with Push Door Lid (Model TF1015)	2	EA		
114	999-4	Concrete Slabs (Bench/Waste Container)	68	SY		
LANDSCAPE / IRRIGATION						

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
115	1010-1	LANDSCAPE MAINTENANCE	1	LS		
116	1010-2	RED MAPLE	3	EA		
117	1010-3	EAST PALATKA HOLLY	2	EA		
118	1010-5	SLASH PINE	3	EA		
119	1010-6	SOUTHERN LIVE OAK	2	EA		
120	1010-7	FLORIDA ROYAL PALM	3	EA		
121	1010-13	ROOT BARRIER	100	LF		
TOTAL						

ALTERNATE NO. 5

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
GENERAL						
122	101-99	Mobilization, Incl. Video Survey Staking & As-Builts Drawings	1	LS		
123	102-1	Maintenance of Traffic / Parking / Detours	1	LS		
124	104	Turbidity Barrier/ NPDES Compliance (Erosion Control)	1	LS		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
125	104-10-3	Silt Fence (Sediment Barrier)	600	LF		
126	110-1-1	Clearing and Grubbing / Demolition	0.2	AC		
127	120-1	Regular Excavation	60	CY		
128	120-6	Embankment	85	CY		
ROADWAY						
129	160-4	Type B Stabilized Subgrade	700	SY		
130	200-6	Optional Base Group	700	SY		
131	334-1-14	Asphalt 2" SP 12.5 Traffic C	33	TN		
132	510-1-2	Performance Turf, Sod (10 Feet @ Parking)	550	SY		
133	700-1-11	Single Post Sign, Furnish & Install, up to 12 Square Feet (SF)	8	EA		
134	701-17101	Thermoplastic Solid 6"	1,600	LF		
135	700-001	Handicap Parking Symbols	1	LS		
LANDSCAPE / IRRIGATION						
136	1010-1	LANDSCAPE MAINTENANCE	1	LS		

Line Item	Pay Item #	Description	Quantity	Unit of Measure	Unit Cost	Total
137	1010-3	EAST PALATKA HOLLY (P)	8	EA		
138	1010-12	GOLDEN CREEPER	846	EA		
139	1010-13	ROOT BARRIER	225	LF		
140	1010-14	SOIL	40	CY		
141	1010-15	MULCH	20	CY		
TOTAL						

8. Cost/Pricing

8.1. General Pricing Rules

By submitting a response, the Contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting Contract; and
2. All quantities and/or estimates are for information or tabulation purposes only; and
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated Contract period; and
4. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the IFB, will be treated as non-Responsive and may not be considered for award; and
5. The Contractor is required to provide net prices. In the event there is discrepancy between a Contractor's unit price and extended price, the unit price shall govern; and
6. In the event there is a discrepancy between (1) the Contractor's pricing as quoted in Cost Table, and (2) the Contractor's pricing as quoted by the Contractor in one or more single line entries directly into the Sourcing Event screen, the former shall govern; and
7. The prices quoted and listed in the response shall be firm throughout the term of the resulting Contract, unless otherwise noted in the IFB or Contract; and
8. Unless otherwise specified in any terms and conditions attached to the IFB, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
9. Unless expressly permitted by the IFB, responses containing provisions for late or interest charges cannot be awarded a Contract. Contractors must "strikethrough" any such provisions in printed forms and initial such revisions prior to submitting a response to the City; and
10. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-Responsive, unless otherwise permitted by the IFB; and
11. Unless permitted by the IFB, responses requiring payment from the City in less than thirty (30) days will be considered non-Responsive.

8.2. Cost Structure and Additional Instructions

The City's intent is to structure the cost format in order to facilitate comparison among all Contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each Contractor's cost be structured as directed in the IFB. Additional and/or alternative cost structures

will not be considered. Each Contractor is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested, may result in the rejection of the Contractor's response.

Enter all information directly into the Cost Table. Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format, unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols (e.g., $7.90 should be entered as 7.90). Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer."

Complete the Cost Table, save and submit in the response section.

8.3. Payment by City's Visa Card Program

The City currently utilizes the State of Florida Visa Program. The awarded Contractor can take advantage of this program and in consideration, receive payment within several days instead of NET 30 terms. Any percentage off the quoted bid price for the acceptance of payment by Visa will be taken into the account for consideration of the best value to the City. If no percentage is provided in the cost proposal, the City shall assume a zero (0) percent discount applies.

8.4. Payment

To ensure proper payment the awarded Contractor must comply with the following:

1. The City shall have not less than thirty (30) days to pay for any products and/or services.

2. Invoices must clearly show the description of products and/or services to include the number of each product or line item fulfilled.

3. All invoices must reference the Contract Number as established by the City.

4. Under no circumstance, will interest of any kind be required as payment to the Awarded Contractor.

5. All charges, e.g., set up costs, must be included in the cost proposal. No charges will be allowed unless specified in the IFB and agreed upon by the City.

6. Any discrepancies noted by the City must be corrected by the Awarded Contractor within forty-eight (48) hours.

7. The payment amount due on invoices shall not be altered by the City personnel. Once disputed items are resolved, the Awarded Contractor must submit an amended invoice, or a credit memorandum for the disputed amount.

8. The City will not make partial payments on an invoice where there is a dispute, except as required by law.

9. The City will only make payments on authorized transactions.

10. All invoices must be sent to: The Project Manager.

9. Evaluation and Award

All timely responses will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the most competitive bid. Once the evaluation process has been completed, the apparent successful Contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's Contract. The City will announce the results of the IFB as described further in section "Public Award Announcement" of this IFB.

9.1. Administrative/Preliminary Review

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Response was submitted by the deadline.
2. Response is complete and contains all required documents.

9.2. Best Value Analysis - See City Code of Ordinances, Section 35.12.

This section will not be utilized for this IFB.

9.3. Evaluating Bid Factors

If the Contractor's response passes the Administrative/Preliminary Review, the Contractor's responses to Section 6 - "IFB Bid Factors," will be evaluated. Responses to mandatory requirements will be evaluated on a pass/fail basis. If a response fails to meet a mandatory requirement, the City will determine if the deviation is Material. A Material Deviation will be cause for rejection of the response. An Immaterial Deviation will be processed as if no deviation had occurred.

9.4. Evaluating Cost

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive pricing. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other responses/bids.

9.5. Selection and Award - Single Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from all Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services to the City as contained therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall

not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

Single Award

Any Contract award resulting from IFB will be made to the Lowest Responsive and Responsible Contractor that meet all required specifications and with whom the City has reached agreement on all Contract items and conditions.

9.6. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

This section will not be utilized for this IFB.

9.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Contractor's name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

9.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The NOIA is not notice of an actual Contract award; instead, the NOIA is notice of the City's expected Contract award(s) pending resolution of the protest process period, pursuant to City Code of Ordinances, Section 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

10. Contract Terms and Conditions

The Contract that the City expects to award as a result of this IFB will be based upon the IFB, the successful Contractor's final response as accepted by the City, and the Contract terms and conditions, which terms and conditions can be downloaded from Attachments Section listed as **Attachment J – Sample Contract**. The "successful Contractor's final response as accepted by the City," shall mean: the response submitted by the awarded Contractor, written clarifications, and any other terms deemed necessary by the City, except that no objection or amendment by a Contractor to the IFB requirements or the Contract terms and conditions shall be incorporated by reference into the Contract unless the City has explicitly accepted the Contractor's objection or amendment in writing.

Please review the City's contract terms and conditions prior to submitting a response to this IFB. Contractors should plan on the Contract terms and conditions contained in this IFB being included in any award as a result of this IFB. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Contractors. The Contract terms and conditions may be supplemented or revised before Contract execution and are provided to enable Contractors to better evaluate the costs associated with the IFB and the potential resulting Contract.

Exception to Contract

By submitting a response, each Contractor acknowledges its acceptance of the IFB specifications and the Contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Contractor takes exception to a Contract provision, the Contractor must state the reason for the exception and state the specific Contract language it proposes to include in place of the provision. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the IFB.

In the event the Contractor is selected for potential award, the Contractor will be required to enter discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period identified in the Schedule of Events. Failure to resolve any Contractual issues will lead to rejection of the Contractor's response. The City reserves the right to proceed to discussions with the next best ranked Contractor.

The City reserves the right to modify the Contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Contractor. Exceptions that materially change the terms or the requirements of the IFB may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Contractor an impermissible competitive advantage, as determined by the City, in its sole discretion, will be rejected. If there is any question whether a particular Contract exception would be permissible, the Contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

This IFB and the proposal response documents submitted shall be incorporated into the final Contract by reference. Therefore, all requirements in the IFB not specifically addressed in an exception statement in the proposal and accepted in the Contract documents, shall stand as contractual responsibilities of the proposal respondent. The Contract shall be the controlling document over the Proposal response and the IFB; the IFB shall be the ruling document over the Proposal response for all requirements in the IFB not specifically addressed in an exception statement in the proposal. Statement and requirements in the IFB shall rule over the Proposal document.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed Contract (including any amendments accepted by both the City and the Contractor attached thereto), the IFB (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

(i) First, by giving preference to the specific provisions of the executed Contract.

(ii) Second, by giving preference to the specific provisions of the IFB.

(iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

11. List of IFB Documents

11.1. List of IFB Documents

The following documents make up this IFB. Please see Section 3 – “Instructions to Contractors” for instructions and Section 12 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Project Drawings

2. Project Documents

3. Attachment J - Sample Contract

4. FHWA 1273 Document.

5. Davis Bacon Information.

6. Mandatory Documents - see requirements in Section 3 - "Instructions to Contractors," and the required attachments listed in Section 12 - "Vendor Submission Requirements and Attestations":

- Contractor’s General Information Worksheet, and
- E-Verify Form, and
- Non-Collusion Affidavit, and
- Debarment Form (required with Federal Funding (including All Grants) , and
- Lobbying Form (required with Federal Funding (including All Grants), and
- Trench Safety (required in Construction Projects, and
- Buy America Certification (required with Federal Language, and
- Copy of W-9 (Vendor to provide), and
- Copy of Certificate of Insurance (Vendor to provide), and
- Copy of your license(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statues, a copy of the certificate issues by the State of Florida (Vendor to provide), and
- Copy of the bid bond as reflected in Section Bonds and/or Letter of Credit, Permits (Vendor to provide).

Electronic confirmation for the following forms:

- Cone of Silence and Communication Document, and

- Contractor's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws, and
- Vendor Scrutinized Companies List Certification, and
- The Contractor will comply with C.F.R. 200.318 through 200.326. (required with Federal Funding (including All Grants).

**Any documents indicated in Section 6.3 - "Mandatory Requirements," of this IFB must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as Non-Responsive.

12. Vendor Submission Requirements and Attestations

12.1. Mandatory Forms

*Contractor's General Information Worksheet**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Please download the below documents, complete, and upload.

- PSL-_Contractor's_General_I...

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- E-Verify_Form.pdf

*Response required

*Non-Collusion Affidavit **

Please download the below documents, complete, and upload.

- Non-Collusion_Affidavit-fil...

*Response required

*Debarment Form**

Please download the below documents, complete, and upload.

- Debarment_form-fillable.pdf

*Response required

*Lobbying Form**

Please download the below documents, complete, and upload.

Trench Safety Act Compliance Statement

Please download the below documents, complete, and upload.

- Trench_Safety_Act_Complianc...

*Buy America Certificate of Compliance **

Please download the below documents, complete, and upload.

- BABA_Certificate_-_Construc...

*Response required

*Copy of W-9**

*Response required

*Copy of Certificate of Insurance **

*Response required

*Copy of Licenses or Certifications**

*Response required

*Copy of Bid Bond **

*Response required

12.2. Electronic Confirmation

*Cone of Silence and Communication Document**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The "Cone of Silence" is in effect for this solicitation from the date the solicitation is advertised on the OpenGov Portal, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the City Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

☐ Please confirm

*Response required

*Contractor's Code of Ethics**

The City of Port St Lucie ("City), through its Procurement Management Division ("Procurement Management Division") is committed to a procurement process that fosters fair and

open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

♦ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.

♦ A Contractor will not discuss or consult with other Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.

♦ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.

♦ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.

♦ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.

♦ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.

♦ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.

♦ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.

♦ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to, the following:

o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor Contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

☐ Please confirm

*Response required

*Drug Free Workplace**

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ Please confirm

*Response required

*Affidavit of Nongovernment Entity Anti-Human Trafficking Laws**

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder ("Entity"), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

☐ Please confirm

*Response required

*Vendor Scrutinized Companies List Certification**

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over $1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

☐ Please confirm

*Response required

*Compliance with 2 C.F.R. 200.318 through 200.326**

The Contractor will comply with all applicable federal and state laws and regulations, to include 2 C.F.R. 200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards".

☐ Please confirm

*Response required

*I certify that I have read, understood, and agreed to the terms outlined in this solicitation, including all Addenda, Notices, and the Question & Answer section. Furthermore, I confirm that I am authorized to submit this response on behalf of my company.**

☐ Please confirm

*Response required

Construction Plans and Specifications
Of
Wilderness Trail
Multi-use Path
ST. LUCIE COUNTY, FLORIDA
FOR
The City of Port St. Lucie
Parks & Recreation Department
LYING IN
SECTION 11&14, TOWNSHIP 37 SOUTH, RANGE 40 EAST

Project No. 1813.18.1 Wilderness Trail



LOCATION MAP

NOTES:
THESE PLANS ARE IN ENGLISH UNITS. ALL ELEVATIONS HEREIN REFERENCE N.A.V.D. 1988 DATUM. ADD 1.48 FEET TO CONVERT TO N.G.V.D. 1929 DATUM. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS. CITY OF PORT ST. LUCIE UTILITY STANDARD DETAILS 2020 EDITION EFFECTIVE 2024

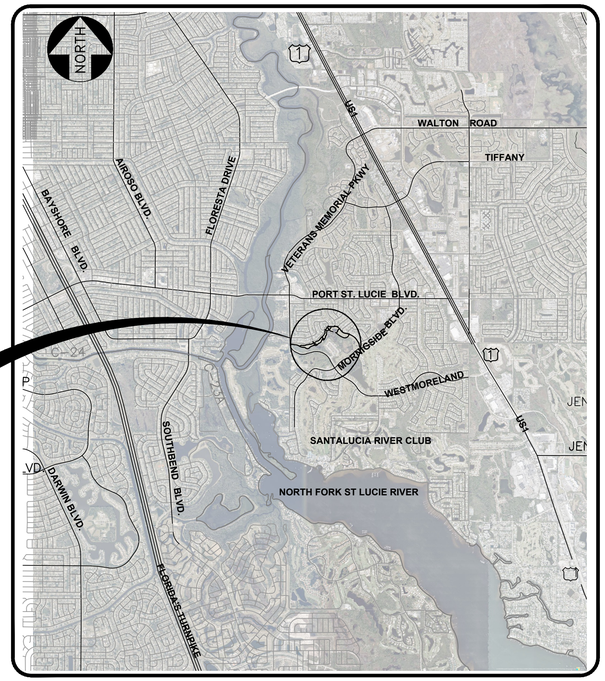
Always call 811 two full business days before you dig
Sunshine811.com

NOTES:
THESE PLANS ARE IN ENGLISH UNITS
ALL ELEVATIONS HEREIN REFERENCE N.A.V.D. 1988 DATUM.

CLIENT
CARRIE WILBUR, CIP
CITY OF PORT ST. LUCIE
PARKS&RECREATION DEPARTMENT
2195 SE AIROSO BLVD.
PORT ST. LUCIE, FL 34984
PHONE: (772) 344-4102

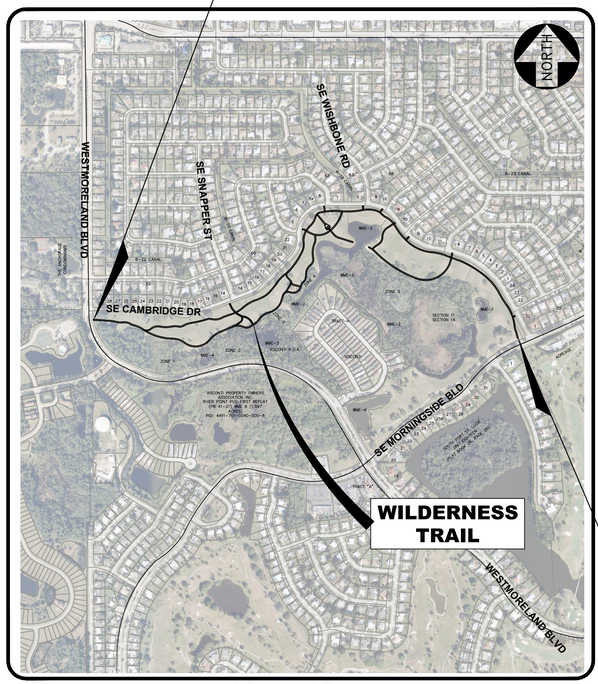
ENGINEER
JOSEPH W. CAPRA, P.E.
CAPTEC ENGINEERING, INC.
301 N.W. FLAGLER AVENUE
STUART, FLORIDA 34994
PHONE: (772) 692-4344

CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. EB-0007657
301 N.W. Flagler Avenue
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341



Vicinity Map
N.T.S.

BEGIN PROJECT
WESTMORELAND BLVD.



Site Map
N.T.S.

SHEET INDEX

SHEET NUMBER	SHEET TITLE/DESCRIPTION
1	COVER
2	OVERALL IMPROVEMENT SITE PLAN
2A	OVERALL BID PHASING EXHIBIT
3	GENERAL NOTES & DETAILS
4	GENERAL NOTES
5	EROSION CONTROL PLAN
6	HORIZONTAL CONTROL - OVERALL
7-8	HORIZONTAL CONTROL - (WEST/EAST)
9-14	TRAIL IMPROVEMENT PLANS
15	TRAIL IMPROVEMENT PLAN - DETAILS
16-18	CROSS SECTIONS
19	SECTIONS
20	DETAILS
21	UTILITY PLAN
22	UTILITY DETAILS
S1-S6	SURVEY
L1-L14	LANDSCAPE PLANS
A0.1-P5.1	ARCHITECTURAL PLANS

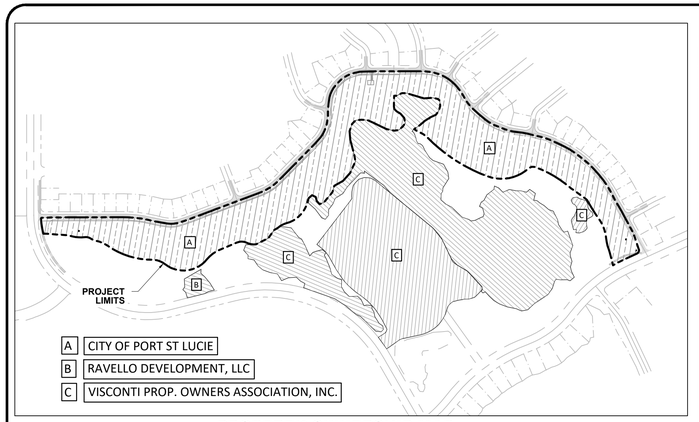
END PROJECT
SE MORNINGSIDE BLVD.

100% BID SET
TASK 1.2
07/03/2025

FDOT 2025-26 STANDARD SPECIFICATIONS, FDOT 2023-24 STANDARD PLANS

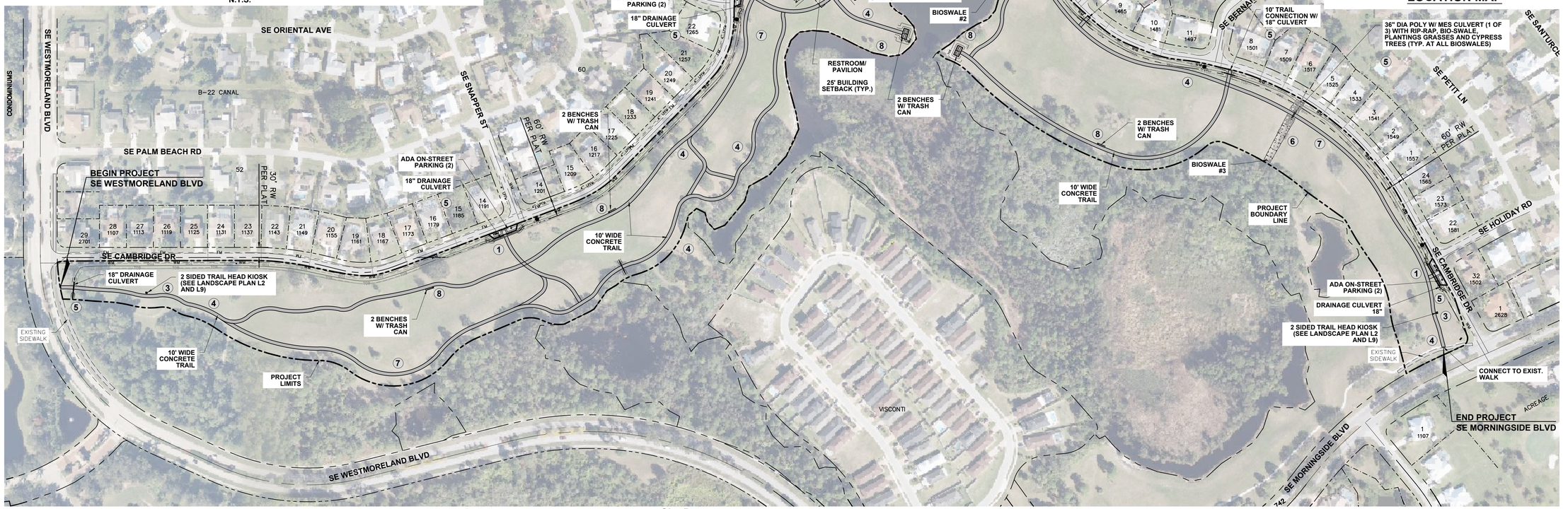
CPSLUSD UTILITY FILE #5001-23A **PSL CONTRACT No. 20200109** **CPSL PROJ. NO. P25-021**

P:\18001\1813.18.1 Wilderness Trail Phase 1\dwg\1813.18.1 cover.dwg, 7/3/2025 3:34:58 PM, CAPTEC Engineering, Inc.



PROPERTY OWNERSHIP MAP

N.T.S.





LOCATION MAP

LEGEND

- 10' WIDE CONCRETE TRAIL
- RIP RAP
- BIO SWALE
- PROJECT LIMITS
- LOT LINE
- EXISTING WM
- EXISTING FM
- EXISTING LPFM
- EXISTING HYDRANT

NORTH

0 150 300'

SITE FEATURES

ADA ON STREET PARKING	(1)
RESTROOM / PAVILION W/ TRASH CAN	(2)
TRAIL HEAD KIOSK	(3)
CONCRETE TRAIL	(4)
CULVERT	(5)
BIO SWALE	(6)
LANDSCAPING	(7)
BENCHES W/ TRASH CAN	(8)

LEGAL DESCRIPTION

RIVER POINT PUD FIRST REPLAT (PB 41-21) TRACT J (56.443 AC) (AS PER PLAT DEDICATION DATED 10-15-02)

Environmental Data

Total Site Upland Habit Area 56.44 Ac

ENVIRONMENTAL SITE ASSESSMENT STATEMENT:

AN ENVIRONMENTALLY ASSESSMENT HAS BEEN CONDUCTED FOR THIS SITE. GOPHER TORTOISE BURROWS ARE PRESENT. DUE TO THE LOCATION OF THE BURROWS, THE LAYOUT AND CONSTRUCTION OF THE TRAIL WILL HAVE NO IMPACT ON THE BURROWS. NEITHER A MANAGEMENT PLAN OR RELOCATION PLAN HAVE BEEN PREPARED FOR THIS PROJECT.

General Notes

THE PROPERTY OWNER, CONTRACTOR, AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM THE EDGE OF PAVEMENT TO THE PROPERTY LINE WITHIN THE CITY'S RIGHT-OF-WAY IN ACCORDANCE WITH CITY CODE, SECTION 41.08 (G).

Building Data

Pavilion/Restroom	Gross Floor Area
Building	1,826 sf

Parking Data

Parking Requirement:
ON-STREET PARKING WILL MEET CITY OF PORT ST. LUCIE CODE OR ORDINANCES AND DESIGN CRITERIA.

WITH REGARD TO PARKING SPACES FOR WILDERNESS TRAIL. THE CITY OF PORT ST. LUCIE 10-YEAR PARKS AND RECREATION SYSTEM MASTER PLAN REFERS TO WILDERNESS TRAIL (FORMERLY WILDERNESS PARK) AS UNDEVELOPED OPEN SPACE. THE CITY TO DEVELOP THE PARK IN ONE PHASE, INCLUDING EIGHT ADA PARKING STALLS. THE PARK IS OPEN ONLY DURING DAYLIGHT HOURS. THE 10-YEAR PARKS AND RECREATION SYSTEM MASTER PLAN DISCUSSES OPPORTUNITIES FOR NEIGHBORHOOD USERS TO WALK TO PARKS LIKE WILDERNESS TRAIL. ADDITIONAL PARKING IS PROVIDED WITHIN A WALKABLE DISTANCE TO THE TRAIL AT TWO CITY-OWNED FACILITIES. THE SAINTS GOLF COURSE IS LOCATED WITHIN WALKABLE DISTANCE TO THE EAST OF THE TRAIL. PIONEER PARK IS LOCATED WITHIN WALKABLE DISTANCE TO THE NORTH OF THE TRAIL. FOR ALL OF THESE REASONS, PARKING IS ADEQUATE TO ACCOMMODATE PARK USERS.

Utility Statement

THE PROPOSED SITE IS LOCATED WITHIN THE CITY OF PORT ST. LUCIE UTILITY DEPARTMENT SERVICE AREA. POTABLE WATER SUPPLY IS AVAILABLE VIA AN 8" WATER MAIN AND DOMESTIC WASTEWATER COLLECTION IS AVAILABLE VIA A 4" FORCE MAIN ALONG CAMBRIDGE DRIVE.

Traffic Statement

THE MAINTENANCE OF TRAFFIC PLAN (MOT) SHALL BE IN ACCORDANCE WITH THE APPLICABLE FDOT INDEX (600 SERIES) AND THE MANUAL ON UNIFORM TRAFFIC CONTROL FOR STREETS AND HIGHWAYS (MUTCD). THE MAJORITY OF VISITORS TO THE PARK ARE BY LOCAL NEIGHBORHOOD RESIDENTS TYPICALLY ON FOOT OR BICYCLE. DAILY VEHICULAR SITE VISITS ARE DURING DAYLIGHT HOURS ONLY GENERALLY BY NEIGHBORHOOD RESIDENTS. PRIOR TO CONSTRUCTION, OFF-STREET PARKING WAS AVAILABLE ON THE PARK SITE. AFTER CONSTRUCTION, EIGHT (8) ON-STREET HANDICAP PARKING STALLS WILL BE AVAILABLE.

Drainage Statement

THE PROPOSED IMPROVEMENTS WILL MEET BOTH SFWMD AND CITY OF PORT ST. LUCIE DESIGN CRITERIA. THREE (3) EXISTING DRAINAGE SWALES WILL BE ENHANCED AS BIOSWALES FOR WATER QUALITY TREATMENT FOR TMDL REDUCTIONS. THE PROPERTY DRAINS TO EXISTING ROADSIDE SWALES AND WETLANDS. STORMWATER DISCHARGES TO THE NORTH INTO THE EXISTING B-19 CANAL AND ULTIMATELY TO THE NORTH FORK OF THE ST. LUCIE RIVER.

PROJECT LIES WITHIN SFWMD ERP 56-01506-P.
MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

Site Data

Site Address	2701 SE Westmoreland Blvd
Total Gross Site Area	56.44 Ac. / 2,458,526 sf
Future Land Use	OSR
Zoning:	PUD
Existing use:	Wilderness Park
Proposed Use:	Wilderness Park
Upland Vegitation	56.44 Ac. / 2,458,526 sf

Gross Site Area Calculations

Impervious Area:

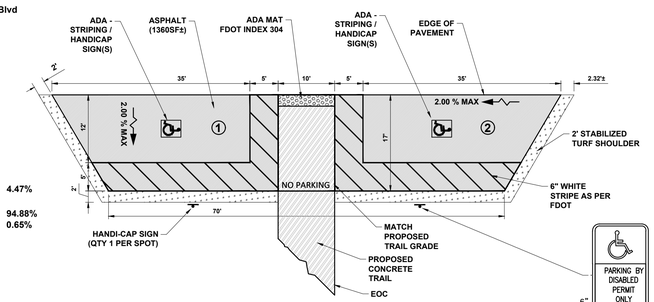
Total Building Coverage			
Shade Pavilion/Restroom	1,826 sf	0.04 ac.	
Trail	103,292 sf	2.37 ac.	
Vehicular Use Area	4,760 sf	0.11 ac.	
Subtotal:	109,878 sf	2.52 Ac.	4.47%

Pervious Area:

Open Space / Landscape Area	2,332,582 sf	53.54 Ac.	94.88%
Dry Retention Area (@TOB)	16,066 sf	0.37 Ac.	0.65%
Bio Swale #1	2,000 sf	0.05 Ac.	
Bio Swale #2	1,750 sf	0.04 Ac.	
Bio Swale #3	2,116 sf	0.05 Ac.	
Swale(s) - other	10,200 sf	0.23 Ac	
Subtotal:	2,348,648 sf	53.92 Ac.	95.53%
Site Limits Area:	1,332,529 sf	30.59 Ac.	

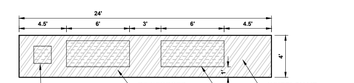
BUILDING SETBACKS

FRONT YARD SETBACK: 25 FT
SIDE YARD SETBACK: 25 FT
REAR YARD SETBACK: 25 FT



TYPICAL ADA PARALLEL PARKING DETAIL

N.T.S.



BENCH LAYOUT DETAIL

ADA PARKING NOTES:
TOP PORTION OF FLORIDA TRANSPORTATION PLAN 25& 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.

BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.

FLORIDA TRANSPORTATION PLAN 25 & 26 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.

SIGN HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OF 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.

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CPSLUSD UTILITY FILE #5001-23A **P25-021**

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Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007457
CAPTEC Engineering, Inc.
Civil Engineering Professionals

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 150'
VERT. SCALE: N/A
CADD FILE: P:\1813.18\Re-Send

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

SCALE VERIFICATION
0 1"
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

OVERALL IMPROVEMENT SITE PLAN

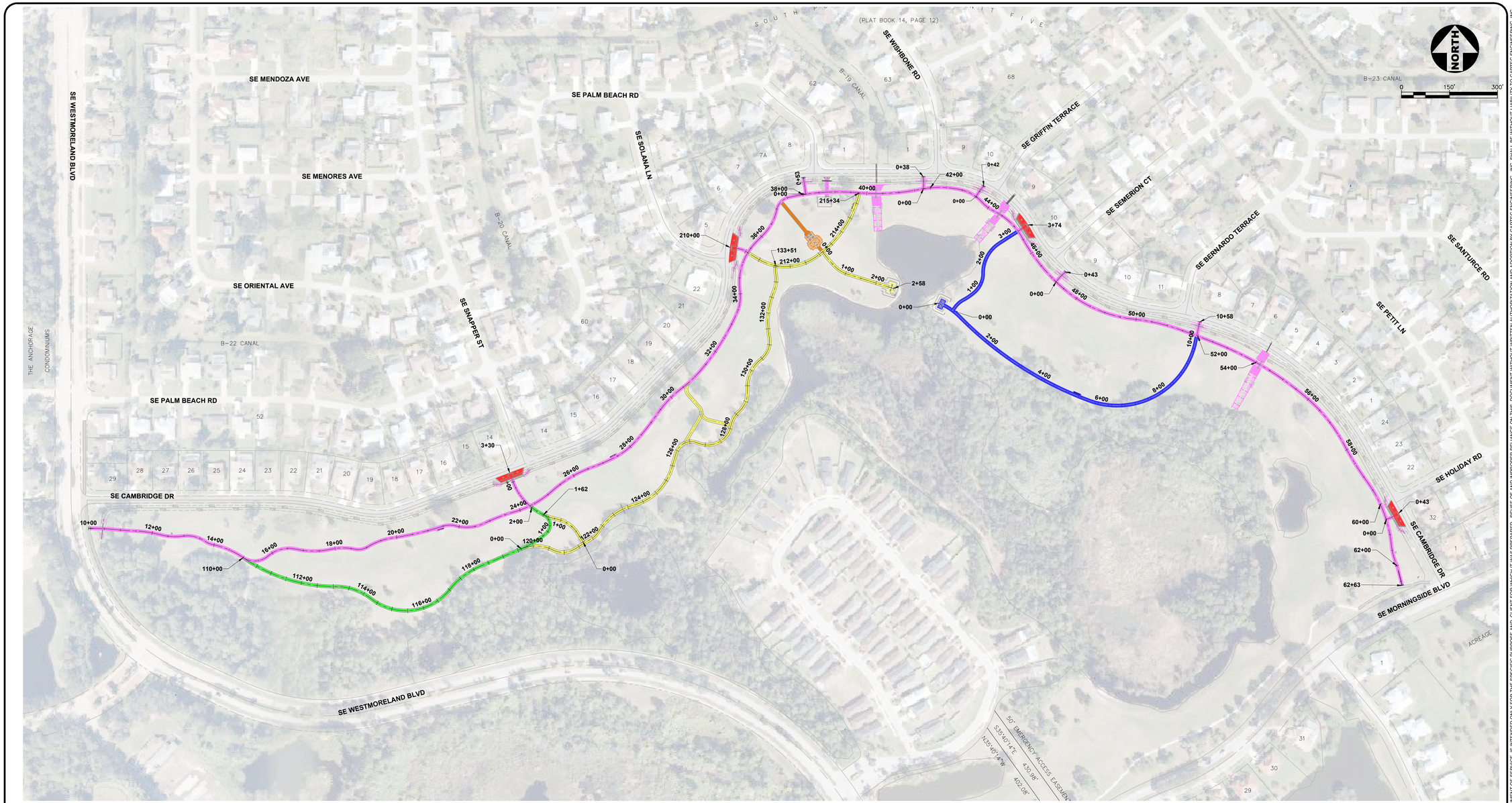
JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 2 OF 22

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WILDERNESS TRAIL BIDS			
PHASE	**DESCRIPTION**	**TRAIL LENGTH LF**	**COLOR**
BASE BID	TRAIL, DRAINAGE, BENCHES, WASTE CONTAINERS, SIGNAGE AND LANDSCAPING ALONG TRAIL) NO PARKING	5810'	PINK
ALTERNATIVE NO. 1 (TRAIL AND LANDSCAPING)	TRAIL AND LANDSCAPING	1220'	GREEN
ALTERNATIVE NO. 2	TRAIL, BENCH LOOK-OUT AND LANDSCAPING	2578	YELLOW
ALTERNATIVE NO. 3	TRAIL, RESTROOM AND LANDSCAPING	142	ORANGE
ALTERNATIVE NO. 4	TRAIL, BENCH LOOK-OUT AND LANDSCAPING	1367	BLUE
ALTERNATIVE NO. 5	PARKING AND LANDSCAPING		RED
	TOTAL LENGTH	11,117' (2.11MI)	

CPSLUSD UTILITY FILE #5001-23A **P25-021**

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CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-0007657

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 150'
VERT. SCALE: N/A
CADD FILE: 1813.18.2a Plans

NO.	DATE	BY

REVISIONS

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL
MULTI USE PATH
PORT ST. LUCIE

OVERALL PHASING EXHIBIT

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 2A OF 22

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WILDERNESS TRAIL PROJECT GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).

2. ALL DRAINAGE INFRASTRUCTURE IS TO REMAIN UNLESS OTHERWISE NOTED.

3. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.

4. STATIONING AND OFFSETS REFER TO THE BASELINE OF CONSTRUCTION, UNLESS OTHERWISE NOTED.

5. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

6. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE ENGINEER SHOULD NOTIFY THE CITY SURVEYOR , WITHOUT DELAY, BY TELEPHONE (772) 871-5178.

7. EXISTING IMPACTED DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE RESTORED TO THE CITY OF PORT ST. LUCIE (CITY OF PSL) STANDARDS AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS. RESIDENTIAL ACCESS MUST BE MAINTAINED AT ALL TIMES. LIMITS OF DRIVEWAY REMOVAL ARE TO BE DETERMINED BY THE PROJECT MANAGER AT THE TIME OF CONSTRUCTION. IN WHICH CASE, CONTRACTOR WILL NOTIFY HOMEOWNER 48 HOURS IN ADVANCE AND WILL COMPLETE DRIVEWAY RECONSTRUCTION WITHIN ONE WEEK OF THIS NOTIFICATION.

8. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS ISSUED A "NOTICE TO PROCEED".

9. DURING CONSTRUCTION, SHOULD ANY DRAINAGE STRUCTURES (INCLUDING PIPES) BE FOUND THAT ARE NOT SHOWN ON THE PLANS, NOTIFY THE ENGINEER IMMEDIATELY.

10. IN REFERENCE TO EXISTING UTILITIES AND UTILITY ADJUSTMENTS:

A. THE LOCATION OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE EXACT HORIZONTAL AND VERTICAL LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN ON THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE ENGINEER AND NOTIFY THE RESPECTIVE UTILITY OWNER(S) TO RESOLVE UTILITY CONFLICTS AND UTILITY ADJUSTMENTS AS REQUIRED.

B. WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL WATER AND SANITARY SEWER UTILITY WORK SHALL BE IN CONFORMANCE WITH ALL CODES, STANDARDS, AND ORDINANCES CURRENTLY ADOPTED BY THE STATE OF FLORIDA D.E.P. AND PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT (PSLUSD).

11. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW IN TWO BUSINESS DAYS (OR 10 DAYS IF ON THE JOB SITE).

COMPANY	CONTACT	TEL. NO.
ATT	DANIEL KOENIG	(772)-971-7136
COMCAST	ANTHONY SPRINGSTEEL	(561)-804-0973
CPSL TRAFFIC	PAUL JOHNSON	(772)-871-5182
CPSL UTILITIES	LANEY SOUTHERLY	(772)-873-6442
CROWN CASTLE	KELLY KLINEFELTER	(724)-743-6085
FL CITY GAS	ALEXANDER LOPEZ	(305)-835-3647
FPL	MARTIN MIKHAIL	(561)-993-6825

12. IF DEWATERING PERMIT IS REQUIRED FOR THIS PROJECT, THE CONTRACTOR WILL BE REQUIRED TO OBTAIN A DEWATERING PERMIT OR WATER USE PERMIT AND ALLOW TIME FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND/OR FDEP TO REVIEW AND APPROVE THE PERMIT PRIOR TO THE CONSTRUCTION START DATE.

13. WORK HOURS ARE FROM 7:00 AM TO DUSK, MONDAY-FRIDAY. WORK WILL NOT BE ALLOWED ON WEEKENDS OR HOLIDAYS OBSERVED BY THE CITY OF PORT ST. LUCIE UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE CITY. THE CONTRACTOR MUST RECEIVE WRITTEN PERMISSION FROM THE CITY AND PROVIDE AN APPROVED MOT PLAN BEFORE ANY LANE CLOSURES OCCUR.

14. THE CONTRACTOR SHALL COORDINATE SELECTION AND REVIEW OF ANY PROPOSED STAGING AREAS ASSOCIATED WITH THIS PROJECT WITH CARRIE WILBUR, PM. PHONE NUMBER: (772)-344-4102

15. EXISTING LANDSCAPE IMPROVEMENT THAT ARE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS ARE TO BE RELOCATED PER THE DIRECTION OF THE PROJECT MANAGER. VACANT LOTS WITH VEGETATION SUCH AS INVASIVE PLANTS AND EXOTICS SHALL BE CLEARED IN THE LOCATION IN CONFLICT WITH THE PROPOSED TRAIL AND SWALE-LINER INSTALLATION.

16. LANE CLOSURES SHALL BE COORDINATED WITH ST. LUCIE COUNTY SCHOOL BOARD, ST.LUCIE COUNTY FIRE RESCUE AND THE CITY OF PORT ST. LUCIE AT LEAST 48 HOURS IN ADVANCE.

17. FINAL ADJUSTMENT OF ANY STORM STRUCTURE TOPS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DRAINAGE STRUCTURES SHALL BE PROVIDED IN 2 PARTS.

18. ANY KNOWN OR SUSPECT HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECT HAZARDOUS MATERIAL FROM FURTHER ACCESS. THE PROJECT ENGINEER IS TO NOTIFY THE PROPER REGULATORY AUTHORITY OF THE DISCOVERY. THE PROPER REGULATORY AUTHORITY WILL ADVISE/DIRECT THE PROJECT ENGINEER IN THE INVESTIGATION, IDENTIFICATION AND/OR REMOVAL/REMEDIATION OF THE MATERIAL IN QUESTION AS NEEDED. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF SUSPECTED CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT MANAGER.

19. THE CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT MANAGER IN ACCORDANCE WITH THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE.

20. EXISTING MAILBOXES SHALL BE MAINTAINED AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR REPLACING DAMAGED MAILBOXES WITH LIKE KIND AT NO ADDITIONAL COST.

21. ALL WORK ASSOCIATED WITH THIS PROJECT IS TO BE PERFORMED WITHIN THE RIGHT-OF-WAY LIMITS AS DEPICTED ON THE PLAN SHEETS.

22. ALL CONCRETE TRAIL JOINTS SHALL BE TOOLED WITHOUT EXPANSION JOINTS.

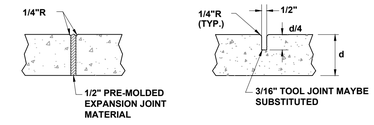
23. ALL WORK, CONCRETE AND MATERIALS SHALL COMPLY WITH THE LATEST EDITION, INCLUDING ALL REVISIONS, OF THE FOLLOWING STANDARDS AND PUBLICATIONS: -AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) -AMERICAN CONCRETE INSTITUTE (ACI) -AMERICAN SOCIETY FOR TESTING MATERIAL (ASTM) -AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG) -FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS -FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION -FDOT STRUCTURES STANDARD INDEX.

24. ALL DISTURBED AREAS SHALL BE REPAIRED TO EXISTING CONDITIONS OR BETTER. THE CONTRACTOR SHALL ONLY BE ENTITLED FOR PAYMENT OF AUTHORIZED AREAS WITHIN THE PROJECT WORK LIMITS. THE PROJECT WORK LIMITS SHALL BE ESTABLISHED BY THE CITY OF PORT ST. LUCIE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO MINIMIZE UNNECESSARY DAMAGE. ALL DAMAGED AREAS OUTSIDE THE PROJECT WORK LIMITS MUST BE REPAIRED TO EXISTING CONDITIONS (INCLUDING IRRIGATION LINES AND EQUIPMENT) OR BETTER, THE COST OF THE CONTRACTOR, PRIOR TO FINAL PAYMENT.

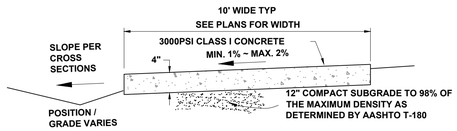
25. ALL SOD SHALL HAVE A WARRANTY OF 90 DAYS AFTER THE FINAL COMPLETION DATE OF THE PROJECT. SOD REPLACED BY THE CONTRACTOR MUST BE THE SAME TYPE AS REMOVED.

26. ROADSIDE GRADING NOTES:
a. TRAIL LAYOUT SHALL BE TYPICALLY A 6' OFFSET FROM THE EDGE OF THE TRAVEL WAY ALONG ONE SIDE OF THE ROAD.
b. TRAILS ARE TO BE 4 IN. THICK CONCRETE TYPICALLY.
c. TRAILS WITHIN 6' OF INTERSECTIONS SHALL BE 6 IN. THICK.
d. TRAIL CROSS-SLOPE SHALL NOT EXCEED 2% IN ANY LOCATION.
e. TRAIL LONGITUDINAL SLOPE SHALL NOT EXCEED 5% AT ANY LOCATION.
f. GRADING BASE LINE IS CONSIDERED EDGE OF PAVEMENT.
g. SOD SHALL BE SET 0.5 IN. BELOW IN GRADE BELOW THE EDGE OF PAVEMENT/TRAIL. SWALE FORESLOPE AND BACKSLOPE SHALL BE 3:1 MAX, 4:1 TYP. (MINIMAL GRADING PREFERRED).
h. SWALE GRADING (GUTTER-LINE) IS 0.15% MIN. 0.20% PREFERRED.
i. 12" SUBGRADE SHALL BE COMPACTED TO 98% OF MODIFIED PROCTOR (ASTM D1557/AASHTO T-180).
j. ALL AREAS ADJACENT TO THE PROPOSED TRAIL SHALL BE RE-GRADED TO REPAIR ANY EROSION, POTENTIAL DROP OFFS, OR TRIPPING HAZARDS.

NOTE:
PROJECT LIES WITHIN SFWMD ERP 56-01506-P.
MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

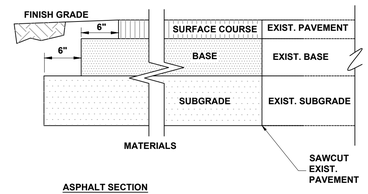


EXPANSION JOINTS CONTRACTION JOINTS



NOTES:
1. PROVIDE CONTRACTION JOINTS 5' CENTER TO CENTER.
2. SOD SHALL BE PLACED BELOW EDGE OF SIDEWALK TO ALLOW DRAINAGE.
3. CONTROL JOINTS SHALL BE TOOL JOINTS, NO SAW CUT JOINTS

TYPICAL TRAIL
N.T.S.



ASPHALT SECTION
SURFACE COURSE: 2" TYPE SP-12.5 ASPHALT PAVEMENT
BASE: 8" COQUINA BASE, LBR 100, UNIFORMLY COMPACTED TO 98% OF THE T-180 MAX. DRY DENSITY
SUBGRADE: 12" STABILIZED SUBGRADE, LBR 40, TYPICAL (TYPE B STABILIZATION) COMPACTED TO 98% OF THE T-180 MAX. DRY DENSITY

TYPICAL PARKING/PAVEMENT SECTION
N.T.S.

CONTRACTOR TO MEANDER SIDEWALK/TRAIL TO AVOID ANY VALVES (WATER AND SEWER) FOUND ON-SITE IN CONFLICT WITH SIDEWALK/TRAIL.

ENGINEER OF RECORD INSPECTION REQUIREMENTS CONTRACTOR TO CALL CONTRACT ENGINEER OF RECORD 48 HOURS ADVANCE FOR FOLLOWING INSPECTIONS:
1. PRECONSTRUCTION MEETING
2. STAKE-OUT
3. CONST./INSTALL STORM WATER/DRAINAGE
4. WATER & SEWER SERVICE
5. CONSTRUCT VERTICAL RESTROOM PAVILION
6. CONSTRUCT PARKING AREAS
7. INSTALL TRAIL
8. INSTALL LANDSCAPE (LITTORAL/BIOSWALES/IRRIGATION)
9. FINAL

10 DAYS PRIOR TO CROSSING EXISTING CONFLICTS, THE CONTRACTOR WILL POTHOLE THE LOCATION OF ALL EXISTING UTILITIES TO DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS.

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CPSLUSD UTILITY FILE #5001-23A P25-021

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CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. EB-0007557

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: N/A
VERT. SCALE: N/A
CADD FILE: 1813.18.1 Gen Notes

NO.	DATE	BY
1	07/03/2025	JFK
	100% BID SET	
	REVISIONS	

SCALE VERIFICATION
0 — 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL
MULTI USE PATH
PORT ST. LUCIE

GENERAL NOTES & DETAILS

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Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 3 OF 22

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GEOTECHNICAL ENGINEERING EVALUATION

7.1 GENERAL
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 SOILS UNDERLYING THIS SITE ARE GENERALLY SATISFACTORY TO SUPPORT THE PROPOSED LIGHTLY-LOADED STRUCTURE (RESTROOM/PAVILION BUILDING) ON CONVENTIONAL SPREAD FOUNDATIONS OR MONOLITHIC (THICKENED-EDGE) CONCRETE SLABS. SIMILARLY, THE PROPOSED MULTI-USE TRAIL AND BOARDWALK CAN BE SUPPORTED ON THE ENCOUNTERED SOILS. HOWEVER, IN OUR OPINION, THE BEARING CAPACITY OF THE LOOSE NEAR-SURFACE SOILS SHOULD BE IMPROVED IN ORDER TO REDUCE THE RISK OF UNSATISFACTORY FOUNDATION AND PAVEMENT PERFORMANCE. THE GENERAL SOIL IMPROVEMENT WE RECOMMEND INCLUDES PROOFROLLING THE BUILDING SITE AND TRAIL ALIGNMENT SITE WITH A HEAVY VIBRATORY ROLLER.

FOLLOWING ARE SPECIFIC RECOMMENDATIONS FOR SITE PREPARATION PROCEDURES, FOUNDATION DESIGN, AND PAVEMENT SYSTEMS FOR THE PROJECT FEATURES.

7.2 PROPOSED RESTROOM/PAVILION AND MULTI-USE TRAIL
THE SITE SURFACE SHOULD BE CLEARED, GRUBBED AND STRIPPED OF ALL VEGETATION, TOPSOIL, TRASH AND DEBRIS. STUMPS (IF ANY) SHOULD BE REMOVED ENTIRELY AND THEIR EXCAVATIONS BACKFILLED WITH CLEAN GRANULAR SOILS PLACED IN 6-12 INCH LIFTS, AND WITH EACH LIFT COMPACTED TO A DRY DENSITY NOT LESS THAN 95 PERCENT OF THE MODIFIED PROCTOR (ASTM D1557) MAXIMUM DRY DENSITY OF THE COMPACTED MATERIAL.

FOLLOWING CLEARING, THE PROPOSED BUILDING AND PAVEMENT/TRAIL AREAS SHOULD BE PROOFROLLED WITH A 10 TON (MINIMUM) VIBRATORY ROLLER; ANY SOFT, YIELDING SOILS DETECTED SHOULD BE EXCAVATED AND REPLACED WITH CLEAN, COMPACTED BACKFILL THAT CONFORMS WITH THE RECOMMENDATIONS BELOW. SUFFICIENT PASSES SHOULD BE MADE DURING THE PROOFROLLING OPERATIONS TO PRODUCE DRY DENSITIES NOT LESS THAN 95 PERCENT OF THE MODIFIED PROCTOR (ASTM D1557) MAXIMUM DRY DENSITY OF THE COMPACTED MATERIAL TO DEPTHS OF 1 FOOT BELOW THE COMPACTED SURFACE, OR 1 FOOT BELOW THE BOTTOM OF FOOTINGS, WHICHEVER IS LOWER. IN ANY CASE, THE BUILDING AND PAVEMENT AREAS SHOULD RECEIVE NOT LESS THAN 10 OVERLAPPING PASSES, HALF OF THEM IN EACH OF TWO PERPENDICULAR DIRECTIONS.

WE RECOMMEND THAT THE SITE PREPARATION CONTRACTOR CLOSELY MONITOR THE VIBRATIONS PRODUCED DURING THE PROOFROLLING OPERATIONS SO THAT THEY DO NOT ADVERSELY AFFECT ANY NEARBY STRUCTURES. AFTER THE EXPOSED SURFACE HAS BEEN PROOFROLLED AND TESTED TO VERIFY THAT THE DESIRED DRY DENSITY HAS BEEN OBTAINED, THE BUILDING AND PAVEMENT/TRAIL AREAS MAY BE FILLED TO THE DESIRED GRADES. ALL FILL MATERIAL SHOULD CONFORM TO THE RECOMMENDATIONS BELOW. IT SHOULD BE PLACED IN UNIFORM LAYERS NOT EXCEEDING 12 INCHES IN LOOSE THICKNESS. EACH LAYER SHOULD BE COMPACTED TO A DRY DENSITY NOT LESS THAN 95 PERCENT OF ITS MODIFIED PROCTOR (ASTM D1557) MAXIMUM VALUE.

AFTER COMPLETION OF THE GENERAL SITE PREPARATIONS DISCUSSED ABOVE, THE BOTTOM OF FOUNDATION EXCAVATIONS DUG THROUGH THE COMPACTED NATURAL GROUND, FILL OR BACKFILL, SHOULD BE COMPACTED SO AS TO DENSIFY SOILS LOOSENED DURING OR AFTER THE EXCAVATION PROCESS, OR WASHED OR SLOUGHED INTO THE EXCAVATION PRIOR TO THE PLACEMENT OF FORMS. A VIBRATORY, WALK-BEHIND PLATE COMPACTOR CAN BE USED FOR THIS FINAL DENSIFICATION IMMEDIATELY PRIOR TO THE PLACEMENT OF REINFORCING STEEL, WITH PREVIOUSLY DESCRIBED DENSITY REQUIREMENTS TO BE MAINTAINED BELOW THE FOUNDATION LEVEL.

FOLLOWING REMOVAL OF FOUNDATION FORMS, BACKFILL AROUND FOUNDATIONS SHOULD BE PLACED IN LIFTS SIX INCHES OR LESS IN THICKNESS, WITH EACH LIFT INDIVIDUALLY COMPACTED WITH A PLATE TAMPER. THE BACKFILL SHOULD BE COMPACTED TO A DRY DENSITY OF AT LEAST 95 PERCENT OF THE MODIFIED PROCTOR (ASTM D1557) MAXIMUM DRY DENSITY. FOUNDATION FORMS ARE RECOMMENDED DUE TO THE SANDY NATURE OF THE ENCOUNTERED SOILS.

ALL FILL MATERIAL UNDER THE BUILDINGS AND TRAIL SHOULD CONSIST OF CLEAN SANDS FREE OF ORGANICS AND OTHER DELETERIOUS MATERIALS. THE FILL MATERIAL SHOULD HAVE NOT MORE THAN 12 PERCENT BY DRY WEIGHT PASSING THE U.S. NO. 200 SIEVE, AND NO PARTICLE LARGER THAN 3 INCHES IN DIAMETER.

AFTER THE FOUNDATION SOILS HAVE BEEN PREPARED AS RECOMMENDED ABOVE, THE SITE SHOULD BE SUITABLE FOR SUPPORTING THE PROPOSED RESTROOM/PAVILION CONSTRUCTION ON CONVENTIONAL SHALLOW FOUNDATIONS (OR MONOLITHIC, THICKENED-EDGE CONCRETE SLABS) PROPORTIONED FOR AN ALLOWABLE BEARING STRESS OF 2,000 POUNDS PER SQUARE FOOT [PSF], OR LESS.

TO PROVIDE AN ADEQUATE FACTOR OF SAFETY AGAINST A SHEARING FAILURE IN THE SUBSOILS, ALL CONTINUOUS FOUNDATIONS (OR THICKENED EDGES) SHOULD BE AT LEAST 16 INCHES WIDE, AND ALL INDIVIDUAL COLUMN FOOTINGS (IF ANY) SHOULD HAVE A MINIMUM WIDTH OF 24 INCHES. EXTERIOR FOUNDATIONS SHOULD BEAR AT LEAST 16 INCHES BELOW ADJACENT OUTSIDE FINAL GRADES.

BASED UPON THE BORING INFORMATION AND THE ASSUMED LOADING CONDITIONS, WE ESTIMATE THAT THE RECOMMENDED ALLOWABLE BEARING STRESS WILL PROVIDE A MINIMUM FACTOR OF SAFETY IN EXCESS OF TWO AGAINST BEARING CAPACITY FAILURE. WITH THE SITE PREPARED AND THE FOUNDATIONS DESIGNED AND CONSTRUCTED AS RECOMMENDED, WE ANTICIPATE TOTAL SETTLEMENTS OF ONE INCH OR LESS, AND DIFFERENTIAL SETTLEMENT BETWEEN ADJACENT SIMILARLY LOADED FOOTINGS OF LESS THAN ONE-QUARTER OF AN INCH. BECAUSE OF THE GRANULAR NATURE OF THE SUBSURFACE SOILS, THE MAJORITY OF THE SETTLEMENTS SHOULD OCCUR DURING CONSTRUCTION; POST-CONSTRUCTION SETTLEMENT SHOULD BE MINIMAL.

AFTER THE GROUND SURFACE IS PROOFROLLED AND FILLED, IF NECESSARY, AS RECOMMENDED IN THIS REPORT, THE FLOOR SLAB CAN BE PLACED DIRECTLY ON THE PREPARED SUBGRADE. FOR DESIGN PURPOSES, WE RECOMMEND USING A SUBGRADE REACTION MODULUS OF 150 POUNDS PER CUBIC INCH (PCI) FOR THE COMPACTED SHALLOW SANDS. IN OUR OPINION, A HIGHLY POROUS BASE MATERIAL IS NOT NECESSARY. WE RECOMMEND TO USE A MINIMUM OF 10 MIL POLYOLEFIN FILM AS THE MAIN COMPONENT OF A VAPOR BARRIER SYSTEM.

AFTER CLEARING AND PROOFROLLING THE SITE SURFACE AS PREVIOUSLY RECOMMENDED, THE SURFICIAL SOILS SHOULD BE SUITABLE TO SUPPORT THE PROPOSED CONCRETE-PAVEMENT WALKING TRAIL PAVEMENT SECTION. THE SUBGRADE MATERIAL SHOULD BE COMPACTED TO A DRY DENSITY OF 98 PERCENT OF THE MODIFIED PROCTOR (ASTM D1557 OR AASHTO T-180) MAXIMUM DRY DENSITY OF THE COMPACTED SOIL TO A DEPTH OF TWO FEET BELOW THE SURFACE. THE SUBGRADE SURFACE SHOULD BE SATURATED IMMEDIATELY PRIOR TO CONCRETE PLACEMENT TO PROVIDE ADEQUATE MOISTURE FOR CURING OF THE CONCRETE.

WE RECOMMEND A FOUR-INCH THICK PAVEMENT SECTION OF PORTLAND CEMENT CONCRETE. THE CONCRETE SHOULD HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI. CONSTRUCTION CONTROL JOINTS SHOULD BE PLACED NO MORE THAN 15 FEET APART IN EITHER DIRECTION AND SHOULD BE AT LEAST ONE-QUARTER OF THE THICKNESS OF THE CONCRETE. THEY SHOULD BE CUT AS SOON AS THE CONCRETE WILL SUPPORT THE CREW AND EQUIPMENT (8 TO 12 HOURS). THE CONCRETE SHOULD BE CURED BY MOIST CURING OR BY APPLICATION OF A LIQUID CURING COMPOUND. THE STEEL REINFORCEMENT WITHIN THE CONCRETE PAVEMENT SHOULD BE DESIGNED BY THE PROJECT CIVIL OR STRUCTURAL ENGINEER.

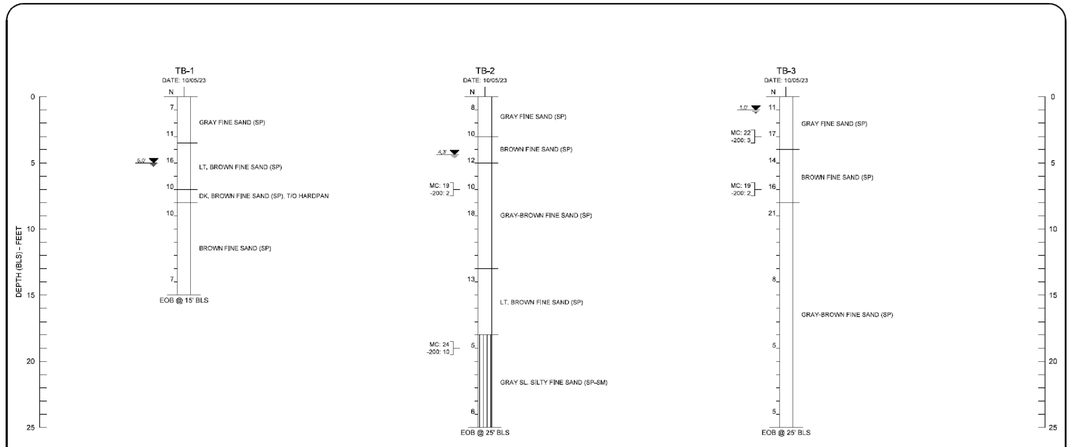
NOTE: THIS PLAN HAS BEEN MODIFIED PER SHEET 2
OVERALL LAYOUT SITE PLAN
UTILIZE ONLY FOR GEOTECH DATA



Source: Excerpt from Conceptual Site Plan (by Mike Flaugh Landscape Architect)

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

FIELD WORK LOCATION PLAN	SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION CPSL WILDERNESS TRAIL PROJECT PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA	Drawn by: PGA	Date: October 2023
		Checked by: DPA	Date: October 2023
		AACE File No: 22-229	Figure No. 2



SOIL GRAPHICAL LEGEND:

- FINE SAND (SP)
- SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-6" of topsoil (sands with roots/organics) encountered in most borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)	DRILL CREW CHIEF: DT	
N	SPT RESISTANCE IN BLOWS PER FOOT	DRILL RIG: CME-45	
HAB	HAND AUGER BORING (ASTM D1452)	DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY	
∆∆	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING	SPLIT-SPOON SAMPLER:	
EOB	END OF BORING	INSIDE DIAMETER: 1.375"	
BLS	BELOW LAND SURFACE	OUTSIDE DIAMETER: 2.0"	
SP, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS	LENGTH: 24"	
		SPT HAMMER:	
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)	AVERAGE DROP: 30"	
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)	WEIGHT: 140 LBS	
		TYPE: SAFETY/MANUAL	

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
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SOIL BORING PROFILES	SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION CPSL WILDERNESS TRAIL PROJECT PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA	Drawn by: PGA	Date: October 2023
		Checked by: DPA	Date: October 2023
		AACE File No: 22-229	Sheet No. 1

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-3007557

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: N/A
VERT. SCALE: N/A
CADD FILE: 1813.18.1 Gen Notes

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.

SCALE VERIFICATION
0 — 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL
MULTI USE PATH
PORT ST. LUCIE

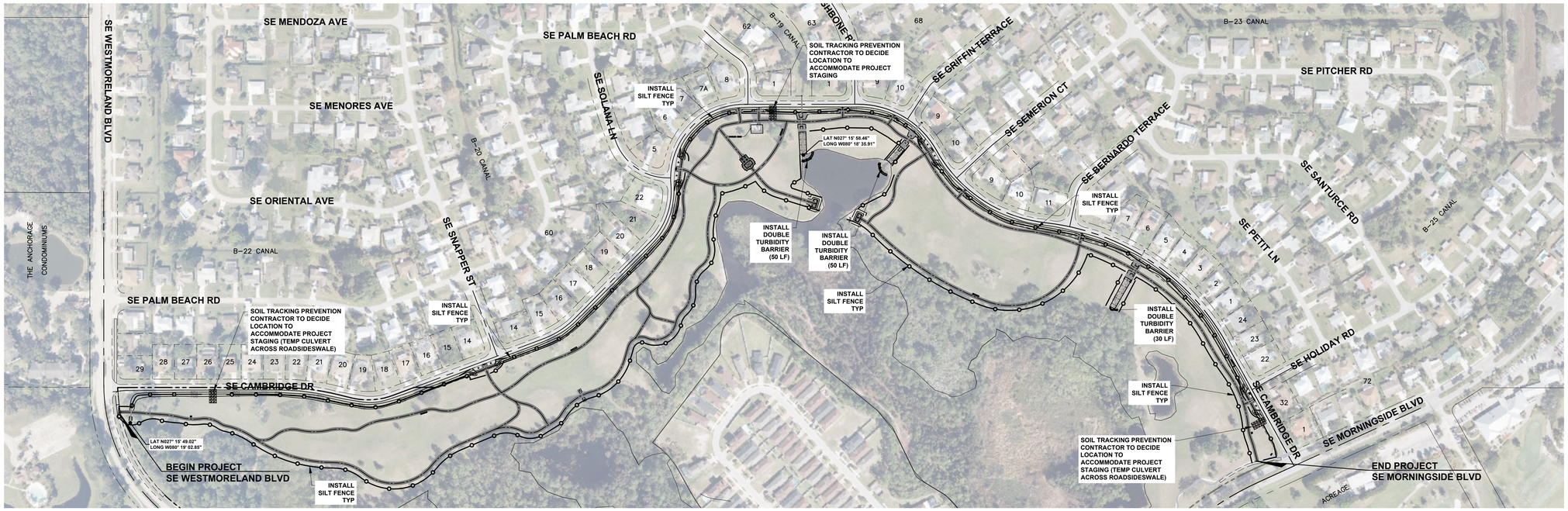
GENERAL NOTES

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1813.18.1
SHEET 4 OF 22

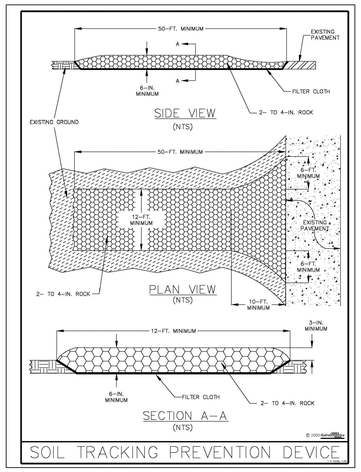
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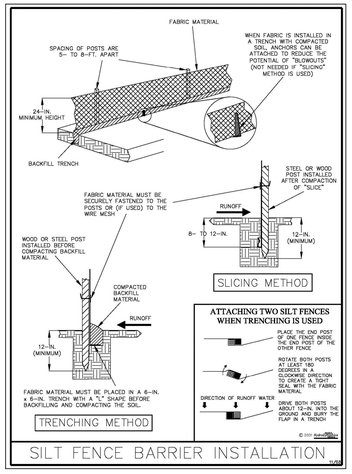


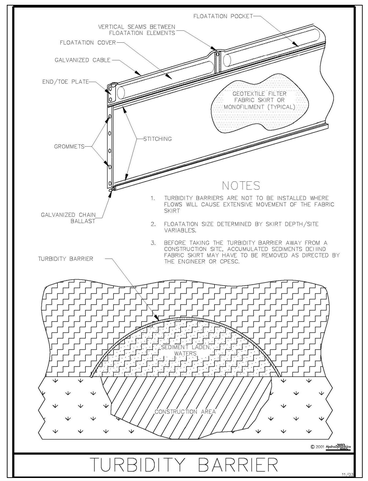
1	Project Name and location information:	**WILDERNESS TRAIL MULTI USE PATH LOCATED AT 2701 SE WESTMORELAND BOULEVARD IN PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA (PARCEL ID 4411-701-0014-000-7, SECTIONS 11 & 14, TOWNSHIP 37 SOUTH, RANGE 40 EAST).**
2	Describe the nature of the construction activity:	**10' WIDE CONCRETE MULTI-MODAL SIDEWALK TRAIL WITH CULVERT CROSSINGS, ON-STREET PARKING, LITTORAL SHELVES, BIOSWALES, AND A RESTROOM**
3	Describe the intended sequence of major soil disturbing activities:	**1. PLACEMENT OF ALL EROSION CONTROL DEVICES. 2. DEMOLITION AND REMOVAL OF EXISTING CULVERT(S). 3. INSTALL CULVERTS 4. CONST PAVEMENT/TRAIL AND SOD ALL WORK AREA. 5. REMOVAL OF EROSION CONTROL DEVICES AND TURBIDITY BARRIERS.**
4	Total area of the site:	**56.44 ± ACRES**
5	Total area of the site to be disturbed:	**3.00 ± ACRES**
6	Existing data describing the soil or quality of any stormwater discharge from the site:	**THE SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION REPORT BY ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**
7	Estimate the drainage area size for each discharge point:	**N/A**
8	Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	**LAT N027° 15' 49.02" LONG W080° 19' 02.85" LAT N027° 15' 58.46" LONG W080° 18' 35.91"**
9	Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.	**THE FOLLOWING DEFINES GENERAL QUANTITIES FOR THE SEQUENCE OF CONSTRUCTION AND THE USE OF STABILIZATION AND STRUCTURAL PRACTICES. THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP. THE CONSTRUCTION OF THIS PROJECT IS EXPECTED TO LAST SIX MONTHS. INSTALL STABILIZED CONSTRUCTION ENTRANCE AT ALL COMMON AREAS WHERE CONSTRUCTION VEHICLES WILL BE ENTERING AND EXISTING THE CONSTRUCTION SITE. INSTALL SILT FENCE, TYPE III, AROUND ALL DITCH BOTTOM INLETS ON THE PROJECT, AND THE PROJECT PERIMETER. FILTER CLOTH UNDER THE GRATES ON CATCH BASINS MAY BE USED IN LIEU OF SILT FENCE.**
10	Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc.	**TEMPORARY: SOD IN ACCORDANCE WITH FDOT SPECIFICATION SECTION 104. PERMANENT: ALL STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CHANGED, BUT IN NO CASE MORE THAN 7 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY CEASED. THE CONTRACTOR IS ALSO RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP.**
11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.	**TEMPORARY: SILT FENCE PER DETAIL. STAKED TURBIDITY BARRIER PER DETAIL. SOIL TRACKING PREVENTION DEVICE PER DETAIL. A STABILIZED CONSTRUCTION ENTRANCE TO BE CONSTRUCTED PER DETAIL. ALL SEDIMENT CONTROLS SHALL BE IN PLACE PRIOR TO ANY SOIL DISTURBING ACTIVITY UPSTREAM OF THE CONTROL. TEMPORARY BERMS TO BE INSTALLED DURING CONSTRUCTION TO PROTECT THE NORTH FORK ST. LUCIE RIVER.**
12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres.	**N/A**
13	Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	**N/A**

14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	**ALL CONSTRUCTION MATERIALS AND DEBRIS WILL BE PLACED IN A DUMPSTER AND HAULED OFF SITE TO A LANDFILL OR OTHER PROPER DISPOSAL SITE. NO MATERIALS WILL BE BURIED ON SITE.**
15	Offsite vehicle tracking from construction entrances/exits:	**OFF SITE VEHICLE TRACKING OF SEDIMENTS AND DUST GENERATION WILL BE MINIMIZED VIA A ROCK CONSTRUCTION ENTRANCE, STREET SWEEPING AND THE USE OF WATER TO KEEP DUST DOWN.**
16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	**FLORIDA-FRIENDLY FERTILIZERS AND PESTICIDES WILL BE USED AT A MINIMUM AND IN ACCORDANCE WITH THE MANUFACTURER'S SUGGESTED APPLICATION RATES AND THE APPLICABLE CITY OF PSL ORDINANCE.**
17	The storage, application, generation and migration of all toxic substances:	**ALL PAINTS AND OTHER CHEMICALS WILL BE STORED IN A LOCKED/COVERED SHED.**
18	Other:	**PORT-O-LETS WILL BE PLACED AWAY FROM STORM SEWER SYSTEMS, STORM INLET(S), SURFACE WATERS AND WETLANDS. NO VEHICLE MAINTENANCE SHALL BE CONDUCTED ON-SITE. A WASH/DOWN AREA SHALL BE DESIGNATED AT ALL TIMES AND WILL NOT BE LOCATED IN ANY AREA THAT WILL ALLOW FOR THE DISCHARGE OF POLLUTED RUNOFF.**
19	Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.	**CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE OF PERMANENT AND TEMPORARY SEDIMENT AND EROSION CONTROL FEATURES IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS OR AS FOLLOWS, WHICHEVER IS MORE STRINGENT: • SILT FENCE SHALL BE INSPECTED AT LEAST WEEKLY. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE REMOVED WHEN THEY REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER • MAINTENANCE SHALL BE PERFORMED ON THE ROCK ENTRANCE WHEN ANY VOID SPACES ARE FULL OF SEDIMENT. • INLET(S)/OUTFALLS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAIN EVENT AND ANY REQUIRED REPAIRS TO THE FILTER INLETS, SILT FENCE, OR FILTER FABRIC SHALL BE PERFORMED IMMEDIATELY. • BARE AREAS OF THE SITE THAT WERE PREVIOUSLY SEEDED SHALL BE RESEEDED PER MANUFACTURES' INSTRUCTIONS. • MULCH AND SOD THAT HAS BEEN WASHED OUT SHALL BE REPLACED IMMEDIATELY. • MAINTAIN ALL OTHER AREAS OF THE SITE WITH PROPER CONTROLS AS NECESSARY.**
20	Inspections: Describe the inspection and inspection documentation procedures, as required by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	**QUALIFIED PERSONNEL WILL INSPECT ALL POINTS OF DISCHARGES, ALL DISTURBED AREAS OF CONSTRUCTION THAT HAVE NOT BEEN STABILIZED, CONSTRUCTED AREAS AND LOCATIONS WHERE VEHICLES ENTER AND EXIT THE SITE, AND ALL BMPS AT LEAST ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT THAT IS 0.5 INCHES OR GREATER. WHERE SITES HAVE BEEN FINALLY STABILIZED, SAID INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH UNTIL THE NOTICE OF TERMINATION IS FILED.**
21	Identify and describe all sources of non-stormwater discharges as allowed by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	**THE CONTRACTOR IS REQUIRED TO SUBMIT A DEWATERING PLAN TO SFWMD FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES THAT REQUIRE DEWATERING. THIS PLAN SHALL INCLUDE ANY STOCKPILE AREAS AND EXCAVATION AREAS. SEE SFWMD RULE 40 D2 CONSUMPTION USE OF WATER, RULE 40 D-3 REGULATION WELLS SPECIFYING REQUIREMENTS FOR DEWATERING AND ERP-APPLICATION SECTION E, SUBSECTION D CONSTRUCTION SCHEDULE AND TECHNIQUES. THE CONTRACTOR IS RESPONSIBLE FOR DOCUMENTING THIS PORTION OF THE SWPPP. IF CONTAMINATED SOIL OF GROUNDWATER IS ENCOUNTERED, CONTACT THE DISTRICT HAZARDOUS MATERIALS COORDINATOR.**
22	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:	"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."

23	Name	Title	Company Name, Address and Phone Number	Date







7.1 General — GEOTECHNICAL RECOMMENDATION

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 soils underlying this site are generally satisfactory to support the proposed lightly-loaded structure (restroom/pavilion building) on conventional spread foundations or monolithic (thickened-edge) concrete slabs. Similarly, the proposed multi-use trail and boardwalk can be supported on the encountered soils. However, in our opinion, the bearing capacity of the loose near-surface soils should be improved in order to reduce the risk of unsatisfactory foundation and pavement performance. The general soil improvement we recommend includes proofrolling the building site and trail alignment site with a heavy vibratory roller.

Following are specific recommendations for site preparation procedures, foundation design, and pavement systems for the project features.

7.2 Proposed Restroom/Pavilion and Multi-Use Trail

The site surface should be cleared, grubbed and stripped of all vegetation, topsoil, trash and debris. Stumps (if any) should be removed entirely and their excavations backfilled with clean granular soils placed in 6-12 inch lifts, and with each lift compacted to a dry density not less than 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material.

Following clearing, the proposed building and pavement/trail areas should be proofrolled with a 10 ton (minimum) vibratory roller; any soft, yielding soils detected should be excavated and replaced with clean, compacted backfill that conforms with the recommendations below. Sufficient passes should be made during the proofrolling operations to produce dry densities not less than 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material to depths of 1 foot below the compacted surface, or 1 foot below the bottom of footings, whichever is lower. In any case, the building and pavement areas should receive not less than 10 overlapping passes, half of them in each of two perpendicular directions.

We recommend that the site preparation contractor closely monitor the vibrations produced during the proofrolling operations so that they do not adversely affect any nearby structures.

After the exposed surface has been proofrolled and tested to verify that the desired dry density has been obtained, the building and pavement/trail areas may be filled to the desired grades. All fill material should conform to the recommendations below. It should be placed in uniform layers not exceeding 12 inches in loose thickness. Each layer should be compacted to a dry density not less than 95 percent of its modified Proctor (ASTM D1557) maximum value.

After completion of the general site preparations discussed above, the bottom of foundation excavations dug through the compacted natural ground, fill or backfill, should be compacted so as to densify soils loosened during or after the excavation process, or washed or sloughed into the excavation prior to the placement of forms. A vibratory, walk-behind plate compactor can be used for this final densification immediately prior to the placement of reinforcing steel, with previously described density requirements to be maintained below the foundation level.

Following removal of foundation forms, backfill around foundations should be placed in lifts six inches or less in thickness, with each lift individually compacted with a plate tamper. The backfill should be compacted to a dry density of at least 95 percent of the modified Proctor (ASTM D1557) maximum dry density. Foundation forms are recommended due to the sandy nature of the encountered soils.

All fill material under the buildings and trail should consist of clean sands free of organics and other deleterious materials. The fill material should have not more than 12 percent by dry weight passing the U.S. No. 200 sieve, and no particle larger than 3 inches in diameter.

After the foundation soils have been prepared as recommended above, the site should be suitable for supporting the proposed restroom/pavilion construction on conventional shallow foundations (or monolithic, thickened-edge concrete slabs) proportioned for an allowable bearing stress of 2,000 pounds per square foot [psf], or less.

To provide an adequate factor of safety against a shearing failure in the subsoils, all continuous foundations (or thickened edges) should be at least 16 inches wide, and all individual column footings (if any) should have a minimum width of 24 inches. Exterior foundations should bear at least 16 inches below adjacent outside final grades.

Based upon the boring information and the assumed loading conditions, we estimate that the recommended allowable bearing stress will provide a minimum factor of safety in excess of two against bearing capacity failure. With the site prepared and the foundations designed and constructed as recommended, we anticipate total settlements of one inch or less, and differential settlement between adjacent similarly loaded footings of less than one-quarter of an inch. Because of the granular nature of the subsurface soils, the majority of the settlements should occur during construction; post-construction settlement should be minimal.

After the ground surface is proofrolled and filled, if necessary, as recommended in this report, the floor slab can be placed directly on the prepared subgrade. For design purposes, we recommend using a subgrade reaction modulus of 150 pounds per cubic inch (pci) for the compacted shallow sands. In our opinion, a highly porous base material is not necessary. We recommend to use a minimum of 10 mil polyolefin film as the main component of a vapor barrier system.

After clearing and proofrolling the site surface as previously recommended, the surficial soils should be suitable to support the proposed concrete-pavement walking trail pavement section. The subgrade material should be compacted to a dry density of 98 percent of the modified Proctor (ASTM D1557 or AASHTO T-180) maximum dry density of the compacted soil to a depth of two feet below the surface. The subgrade surface should be saturated immediately prior to concrete placement to provide adequate moisture for curing of the concrete.

We recommend a four-inch thick pavement section of Portland cement concrete. The concrete should have a minimum 28-day compressive strength of 4,000 psi. Construction control joints should be placed no more than 15 feet apart in either direction and should be at least one-quarter of the thickness of the concrete. They should be cut as soon as the concrete will support the crew and equipment (8 to 12 hours). The concrete should be cured by moist curing or by application of a liquid curing compound. The steel reinforcement within the concrete pavement should be
designed by the project civil or structural engineer.

The following summary is intended to provide a brief overview of our findings and recommendations; however, the report should be read in its entirety by the project design team members.

- The proposed restroom/pavilion building site was found to be underlain by soils which are generally satisfactory to support the structure on conventional spread foundations or monolithic (thickened-edge) concrete slabs. A maximum design foundation bearing pressure of 2,000 pounds per square foot (psf) is recommended for the proposed structure.
- Similarly, the encountered soil conditions are suitable to support the proposed concrete multi-use trail atop a compacted subgrade.
- Finally, the borings completed for the proposed pond boardwalk encountered soil conditions that are suitable for supporting boardwalk timber piles within the expected installation depths.
- Site preparation procedures will include clearing, stripping and grubbing of all surface vegetation and organic topsoil, followed by proofrolling of building and pavement/trail areas.
- The groundwater table was encountered at depths of about 1.0 to 5.0 feet below the existing grades.

CPSLUSD UTILITY FILE #5001-23A

P25-021

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P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 5 OF 22

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CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-3007557

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 200'
VERT. SCALE: N/A
CADD FILE: 1813.01 Erosion Control

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

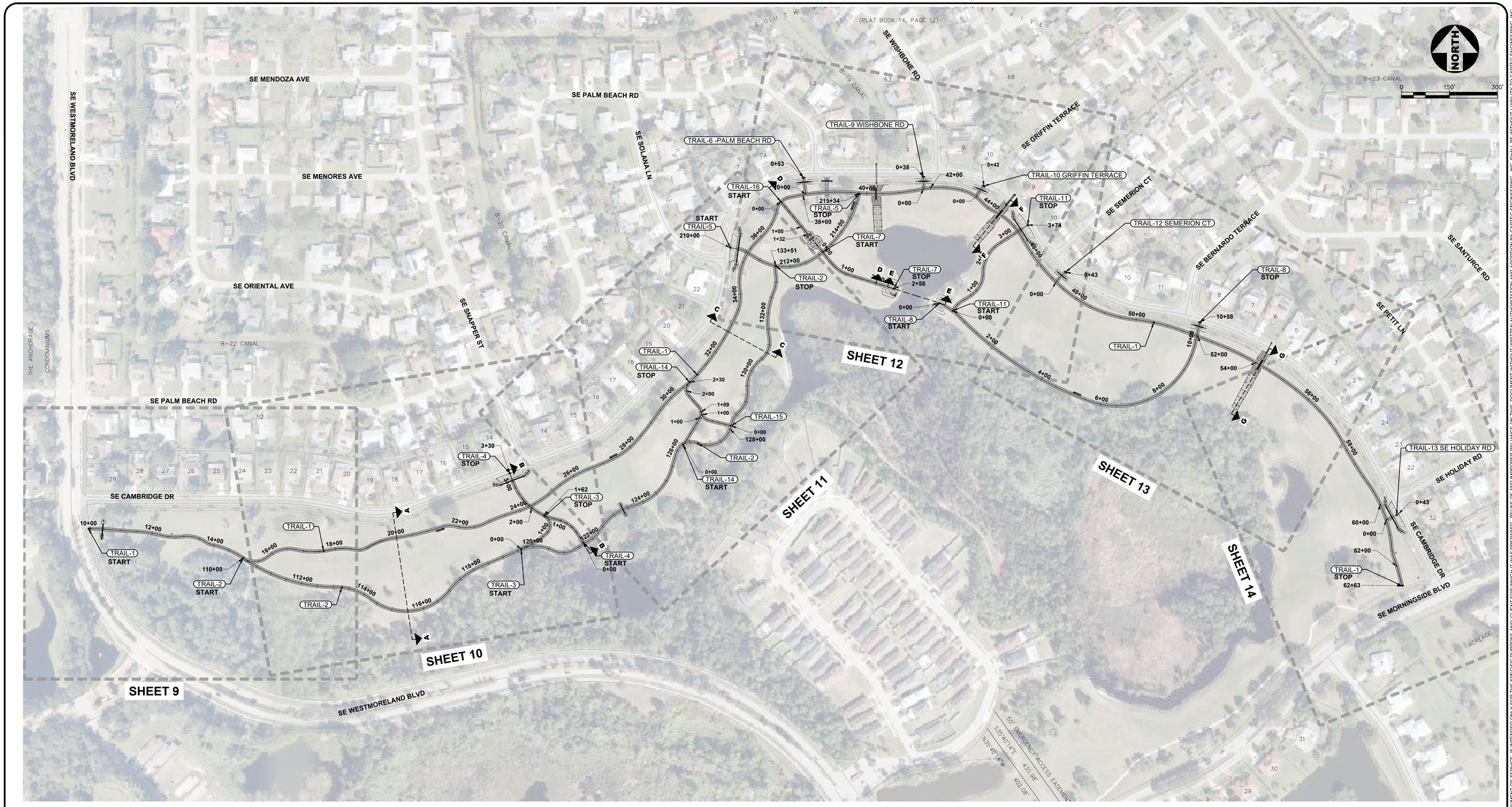
SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

EROSION CONTROL PLAN

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ALIGNMENT DATA

Alignment-Name	Starting Station	Ending Station	Length(LF)
TRAIL 1	10+00.00'	62+63.32'	5263.3
TRAIL 2	110+00.00'	133+51.07'	2351.1
TRAIL 3	0+00.00'	1+62.00'	162.0
TRAIL 4	0+00.00'	3+30.05'	330.1
TRAIL 5	210+00.00'	215+33.76'	533.8
TRAIL 6 PALM BEACH RD	0+00.00'	0+53.07'	53.1
TRAIL 7	0+00.00'	2+57.54'	257.5
TRAIL 8	0+00.00'	10+57.70'	1057.7
TRAIL 9 WISHBONE RD	0+00.00'	0+38.18'	38.2
TRAIL 10 GRIFFIN TERRACE	0+00.00'	0+41.74'	41.7
TRAIL 11	0+00.00'	3+74.29'	374.3
TRAIL 12 SEMERION CT	0+00.00'	0+43.26'	43.3
TRAIL 13 SE HOLIDAY RD	0+00.00'	0+42.61'	42.6
TRAIL 14	0+00.00'	2+30.01'	230.0
TRAIL 15	0+00.00'	1+09.06'	109.1
TRAIL 16	0+00.00'	1+32.47'	132.5
TOTAL LENGTH			11020.1

NOTE: ALL SECTIONS SHOWN ON SHEET 19 OF 22

CPSLUSD UTILITY FILE #5001-23A

P25-021

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• 301 N.W. Flagler Ave.
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Engineering Business No. EB-0007657

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 150'
VERT. SCALE: N/A
CADD FILE: I:\1JOBS\1813.18.1\PLANSHEET - HORZ - OVERALL.dwg

NO.	DATE	BY	REVISIONS
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SCALE VERIFICATION
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WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

HORIZONTAL CONTROL OVERALL

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P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 6 OF 22

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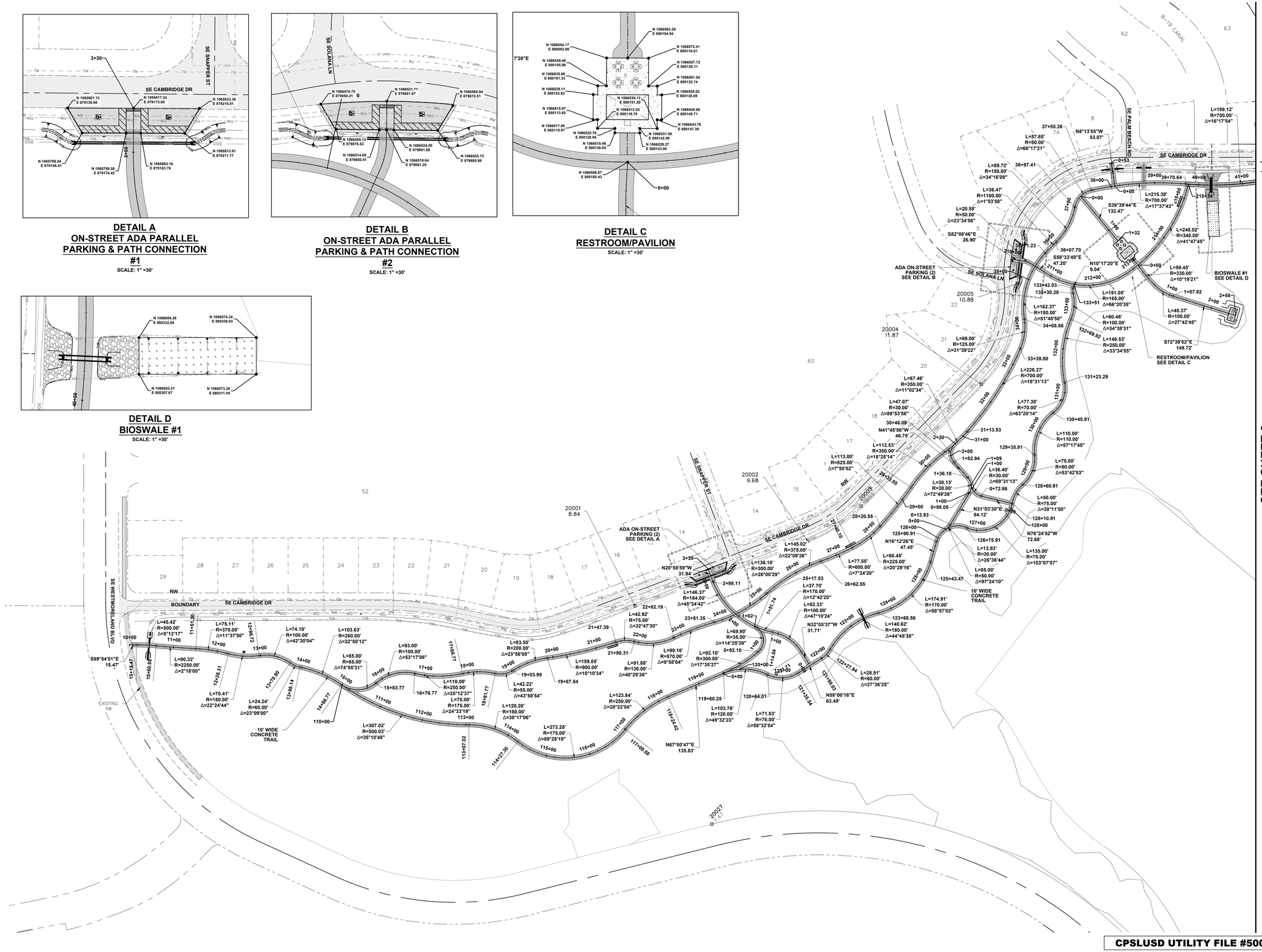
P:\1800\1813.18.1 Wilderness Trail Phase 1(dwg\1813.18.1 PLANSHEET - HORZ - OVERALL.dwg, 7/3/2025 3:35:34 PM, CAPTEC Engineering, Inc.

DETAIL A
ON-STREET ADA PARALLEL PARKING & PATH CONNECTION #1
SCALE: 1" =30'

DETAIL B
ON-STREET ADA PARALLEL PARKING & PATH CONNECTION #2
SCALE: 1" =30'

DETAIL C
RESTROOM/PAVILION
SCALE: 1" =30'

DETAIL D
BIOSWALE #1
SCALE: 1" =30'



SEE SHEET 8

NORTH

0 100' 200'

LEGEND

- ASPHALT PAVEMENT
- 10' WIDE CONCRETE TRAIL
- RIP RAP
- BIO SWALE
- EASEMENT LINE
- LOT LINE

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CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-0007557

DATE:	07/03/2025
DRAWN BY:	JFK
DESIGNED BY:	CS
CHECKED BY:	JWC
PROJECT No.:	1813.18.1
HORZ. SCALE:	1" = 100'
VERT. SCALE:	N/A
CADD FILE:	181318 HORZ

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WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

HORIZONTAL CONTROL WEST

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P.E. No. 37638

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JOB No.: 1813.18.1
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DETAIL E
ON-STREET ADA PARALLEL PARKING & PATH CONNECTION #3
SCALE: 1" =30'

DETAIL F
ON-STREET ADA PARALLEL PARKING & PATH CONNECTION #4
SCALE: 1" =30'

DETAIL G
BIOSWALE #2
SCALE: 1" =30'

DETAIL H
BIOSWALE #3
SCALE: 1" =30'

LEGEND

- ASPHALT PAVEMENT
- 10' WIDE CONCRETE TRAIL
- RIP RAP
- BIO SWALE
- EASEMENT LINE
- LOT LINE

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

SEE SHEET 7

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Civil Engineering Professionals

Engineering Business No. EB-0007657

DATE: 07/03/2025
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CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 100'
VERT. SCALE: N/A
CADD FILE: 9E181WDE

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WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

HORIZONTAL CONTROL EAST

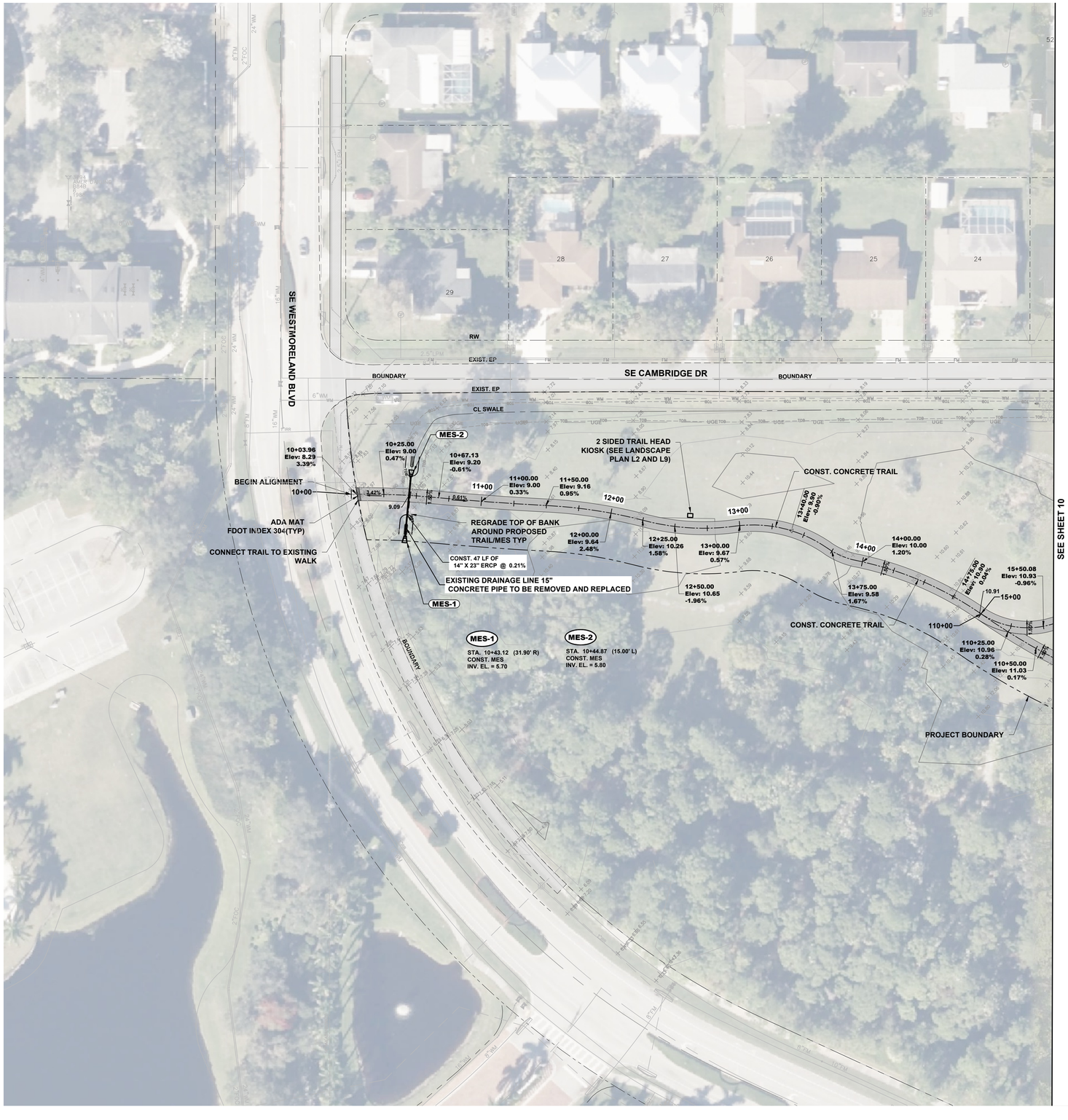
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P.E. No. 37638

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NORTH

0 40' 80'

LEGEND

- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- CONCRETE TRAIL
- ASPHALT/PAVEMENT
- SURFACE SLOPE
- PROPOSED SURFACE GRADE ELEVATION
- EXISTING GRADE
- TOE OF BANK
- TOP OF BANK
- EXISTING TOP OF BANK
- RIP RAP
- BIO SWALE
- MITERED END STRUCT.
- HDPE STORM PIPE
- PROPOSED LPFM
- PROPOSED WATER MAIN
- POTENTIAL UTILITY CONFLICT

NOTE:
PROJECT LIES WITHIN SFWMD ERP 56-01506-P.
MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

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CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business
No. EB-3007657

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
CADD FILE: 1813.18 Site Plan

NO.	DATE	BY	REVISIONS
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WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

TRAIL IMPROVEMENT PLAN

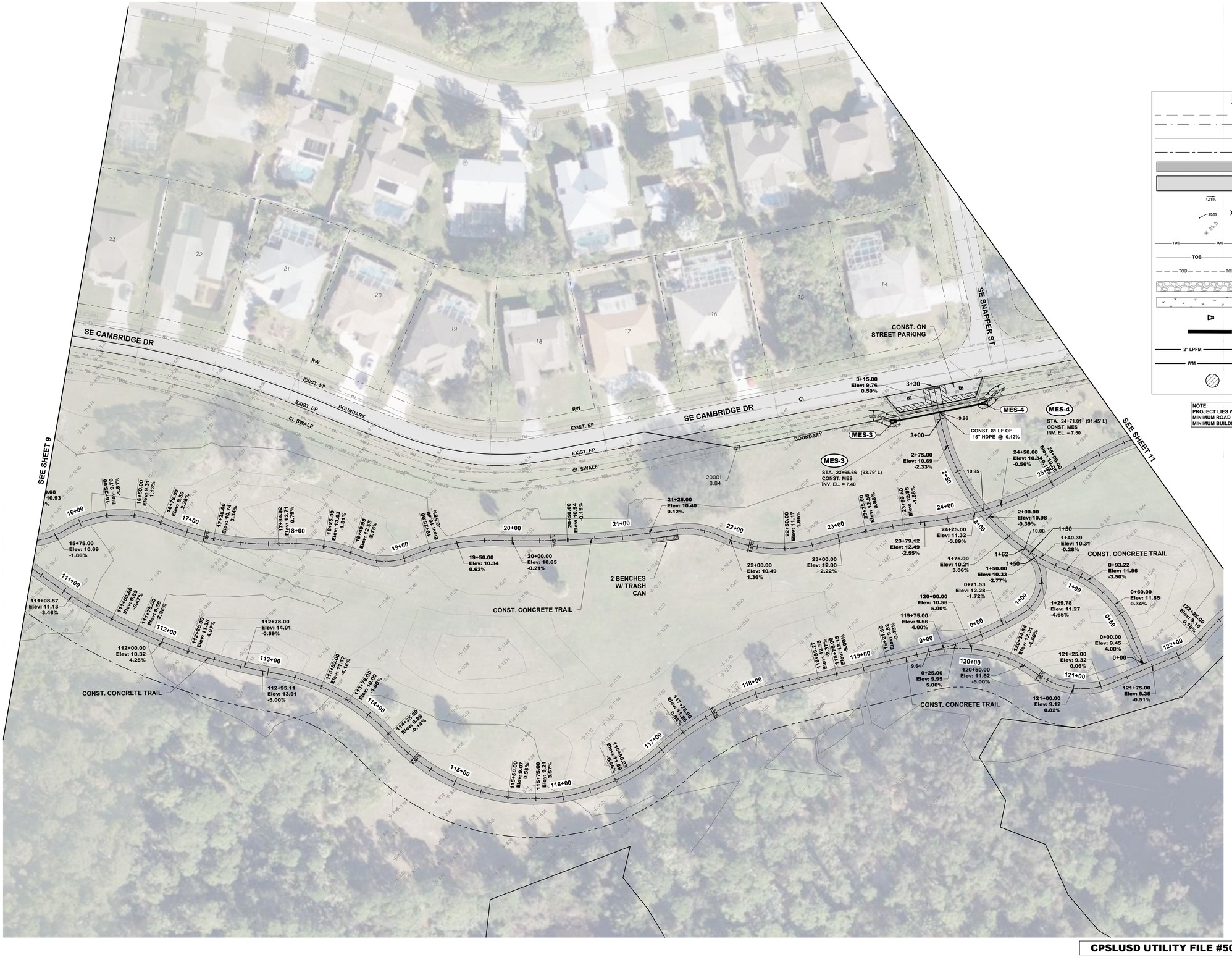
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LEGEND

- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- CONCRETE TRAIL
- ASPHALT/PAVEMENT
- SURFACE SLOPE (1.75%)
- PROPOSED SURFACE GRADE ELEVATION (25.59 / 28.45)
- EXISTING GRADE (25.5)
- TOE OF BANK (TOE)
- TOP OF BANK (TOB)
- EXISTING TOP OF BANK (TOB)
- RIP RAP
- BIO SWALE
- MITERED END STRUCT.
- HDPE STORM PIPE
- PROPOSED LPFM (2" LPFM)
- PROPOSED WATER MAIN (WM)
- POTENTIAL UTILITY CONFLICT

NOTE:
PROJECT LIES WITHIN SFWMD ERP 56-01506-P.
MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

CPSLUSD UTILITY FILE #5001-23A

P25-021

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Engineering Business No. EB-3007557

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
CADD FILE: 181818Plan

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WILDERNESS TRAIL
MULTI USE PATH
PORT ST. LUCIE

TRAIL IMPROVEMENT PLAN

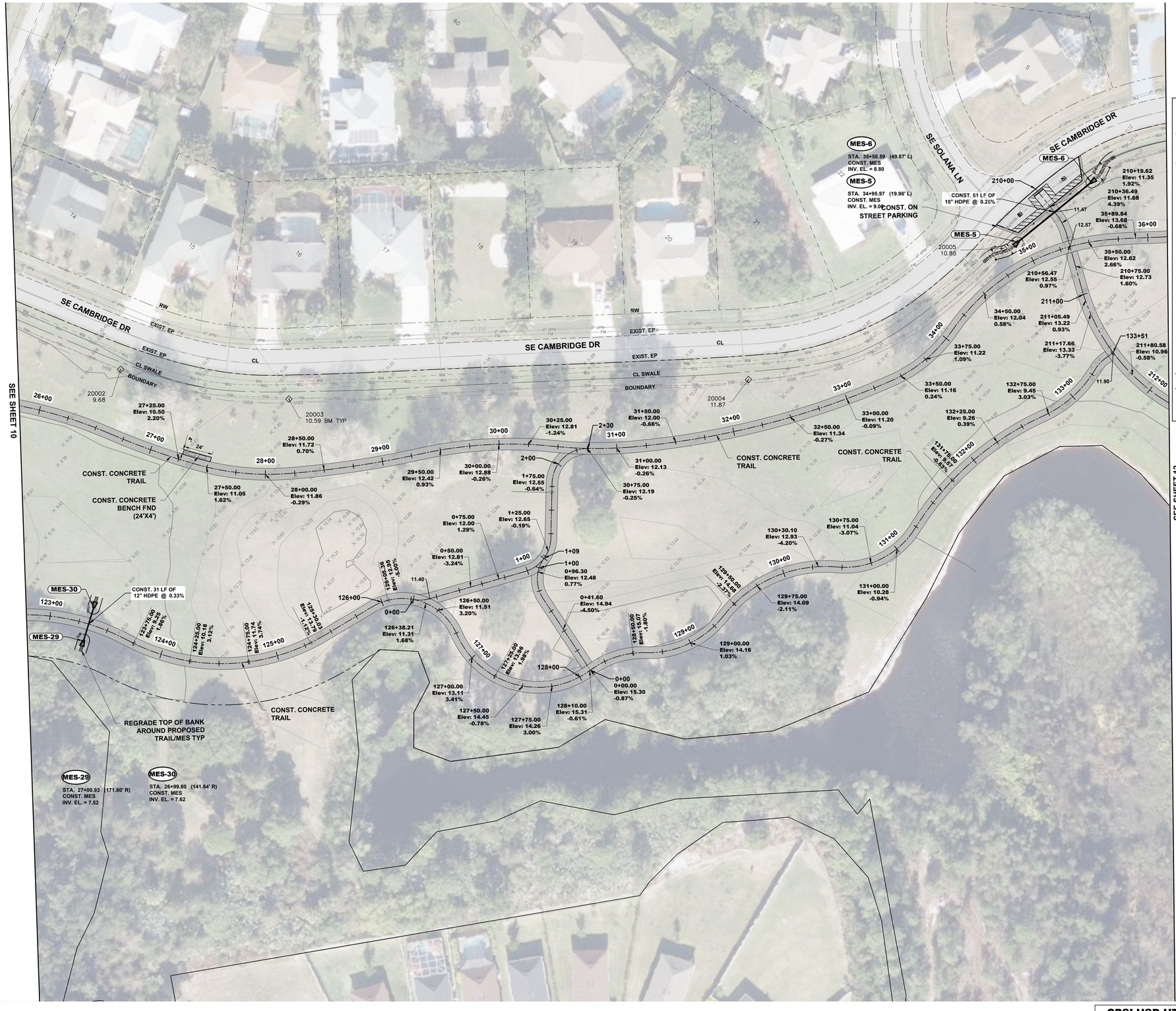
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LEGEND

- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- CONCRETE TRAIL
- ASPHALT/PAVEMENT
- SURFACE SLOPE
- PROPOSED SURFACE GRADE ELEVATION / EXISTING GRADE
- TOE OF BANK
- TOP OF BANK
- EXISTING TOP OF BANK
- RIP RAP
- BIO SWALE
- MITERED END STRUCT.
- HDPE STORM PIPE
- PROPOSED LPFM
- PROPOSED WATER MAIN
- POTENTIAL UTILITY CONFLICT

NOTE:
PROJECT LIES WITHIN SFWMD ERP 56-01506-P.
MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

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Engineering Business
No. EB-3007657

DATE:	07/03/2025
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DESIGNED BY:	CS
CHECKED BY:	JWC
PROJECT No.:	1813.18.1
HORZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	1813.18 Site Plan

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WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

TRAIL IMPROVEMENT PLAN

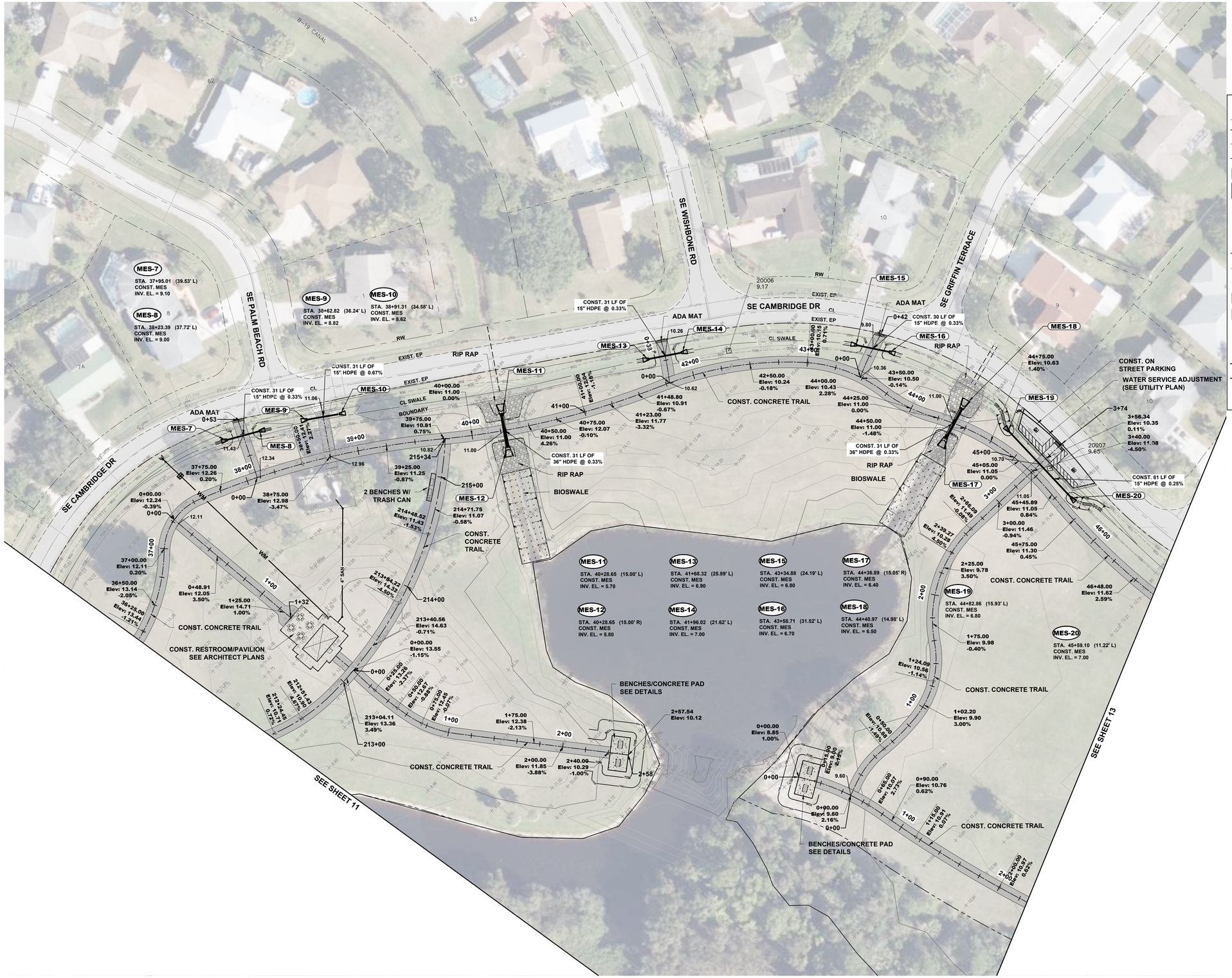
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P.E. No. 37638

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SHEET 11 OF 22

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NORTH

0 40' 80'

LEGEND

- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- CONCRETE TRAIL
- ASPHALT/PAVEMENT
- SURFACE SLOPE
- PROPOSED SURFACE GRADE ELEVATION / EXISTING GRADE
- TOE OF BANK
- TOP OF BANK
- EXISTING TOP OF BANK
- RIP RAP
- BIO SWALE
- MITERED END STRUCT.
- HDPE STORM PIPE
- PROPOSED LPFM
- PROPOSED WATER MAIN
- POTENTIAL UTILITY CONFLICT

NOTE:
PROJECT LIES WITHIN SFWMD ERP 56-01506-P.
MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

CAPTEC Engineering, Inc.
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Engineering Business No. EB-3007557

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
CADD FILE: 181818a1sht

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WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

TRAIL IMPROVEMENT PLAN

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P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
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MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

LEGEND

- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- CONCRETE TRAIL
- ASPHALT/PAVEMENT
- SURFACE SLOPE (1.75%)
- PROPOSED SURFACE GRADE ELEVATION / EXISTING GRADE (25.59 / 28.45 / 25.5)
- TOE OF BANK (TOE)
- TOP OF BANK (TOB)
- EXISTING TOP OF BANK (TOB)
- RIP RAP
- BIO SWALE
- MITERED END STRUCT.
- HDPE STORM PIPE
- PROPOSED LPFM (2" LPFM)
- PROPOSED WATER MAIN (WM)
- POTENTIAL UTILITY CONFLICT

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Engineering Business No. EB-30075S7

DATE:	07/03/2025
DRAWN BY:	JFK
DESIGNED BY:	CS
CHECKED BY:	JWC
PROJECT No.:	1813.18.1
HORZ. SCALE:	1" = 40'
VERT. SCALE:	N/A
CADD FILE:	181818Plan

NO.	DATE	BY	REVISIONS
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SCALE VERIFICATION
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WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

TRAIL IMPROVEMENT PLAN

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P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
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NORTH

0 40' 80'

LEGEND

- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- CONCRETE TRAIL
- ASPHALT/PAVEMENT
- 1.75% SURFACE SLOPE
- 25.59 28.45 PROPOSED SURFACE GRADE ELEVATION / 25.5 EXISTING GRADE
- TOE TOE TOE OF BANK
- TOB TOP OF BANK
- TOB TOB EXISTING TOP OF BANK
- RIP RAP
- BIO SWALE
- MITERED END STRUCT.
- HDPE STORM PIPE
- 2" LPFM PROPOSED LPFM
- WM PROPOSED WATER MAIN
- POTENTIAL UTILITY CONFLICT

NOTE:
PROJECT LIES WITHIN SFWMD ERP 56-01506-P.
MINIMUM ROAD CROWN ELEVATION = 8.00 NAVD
MINIMUM BUILDING FLOOR ELEVATION = 8.50 NAVD

CPSLUSD UTILITY FILE #5001-23A P25-021

301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business
No. EB-30075S7

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 40'
VERT. SCALE: N/A
CADD FILE: 181818 Site Plan

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING, ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL
MULTI USE PATH
PORT ST. LUCIE

TRAIL IMPROVEMENT PLAN

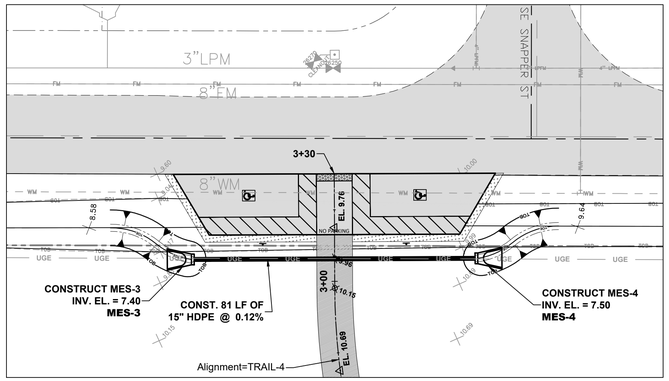
JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 14 OF 22

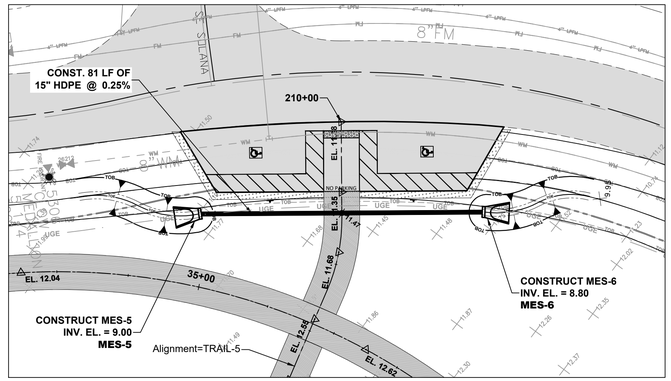
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P:\1800\1813.18.1 Wilderness Trail Phase 1\dwg\1813.18.1 Site Plan.dwg, 7/3/2025 3:36:16 PM, CAPTEC Engineering, Inc.



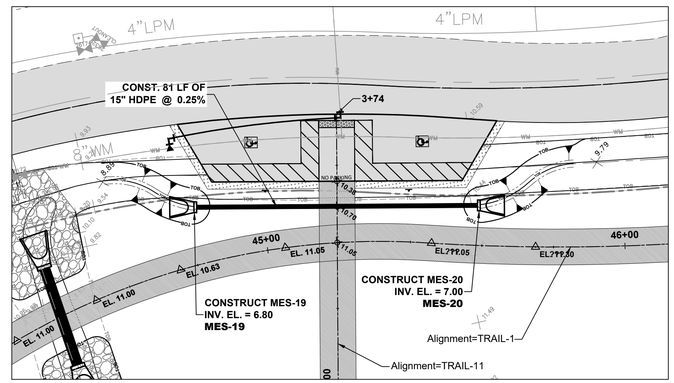
DETAIL ON STREET ADA- PARALLEL PARKING & PATH CONNECTION #1

SCALE: 1" =20'



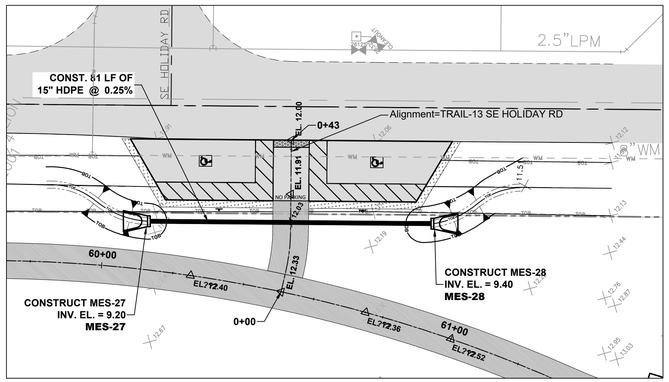
DETAIL ON STREET ADA- PARALLEL PARKING & PATH CONNECTION #2

SCALE: 1" =20'



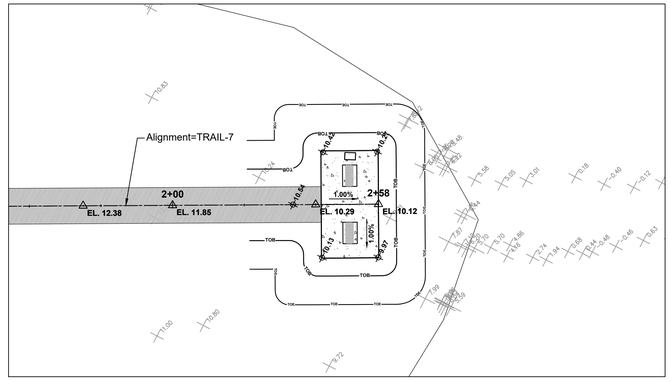
DETAIL ON STREET ADA- PARALLEL PARKING & PATH CONNECTION #3

SCALE: 1" =20'



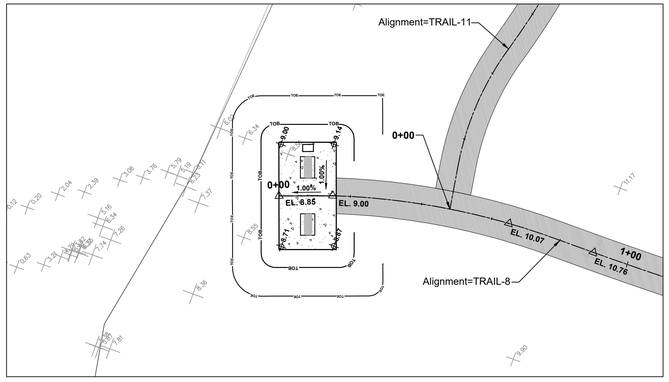
DETAIL ON STREET ADA- PARALLEL PARKING & PATH CONNECTION #4

SCALE: 1" =20'



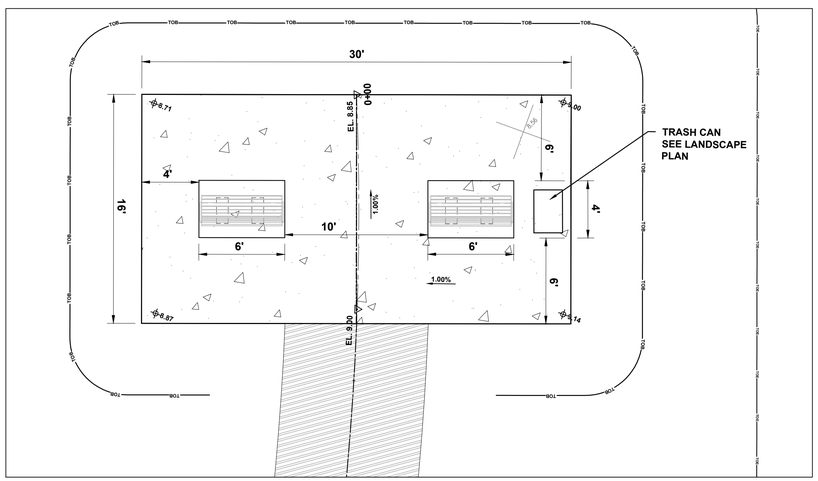
DETAIL CONCRETE BENCH PAD #1

SCALE: 1" =20'



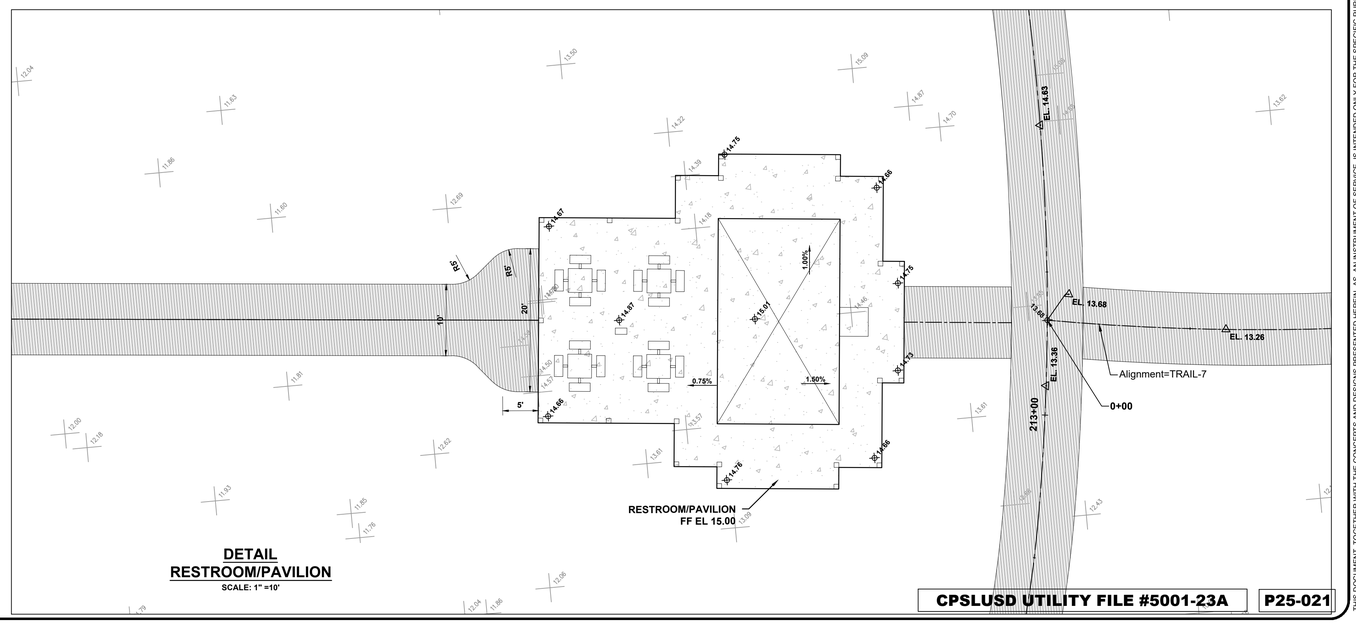
DETAIL CONCRETE BENCH PAD #2

SCALE: 1" =20'



DETAIL CONCRETE BENCH PAD #2 (TYPICAL DIMENSIONS)

SCALE: 1" =5'



DETAIL RESTROOM/PAVILION

SCALE: 1" =10'

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

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CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business
No. EB-0007657

DATE:	07/03/2025
DRAWN BY:	JFK
DESIGNED BY:	CS
CHECKED BY:	JWC
PROJECT No.:	1813.18.1
HORZ. SCALE:	1" = 20'
VERT. SCALE:	N/A
CAD'D FILE:	R:\01\13\18\Re-Stats

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SCALE VERIFICATION

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WILDERNESS TRAIL
MULTI USE PATH
PORT ST. LUCIE

TRAIL IMPROVEMENT PLAN DETAILS

JOSEPH W. CAPRA
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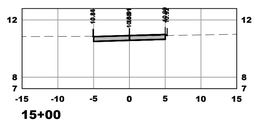
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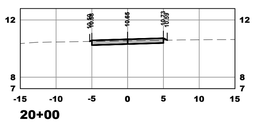
JOB No. 1813.18.1
SHEET 15 OF 22

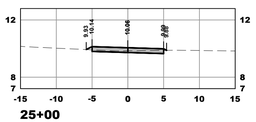
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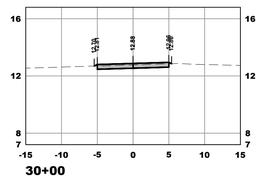
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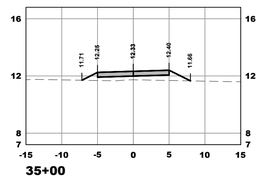
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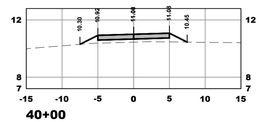


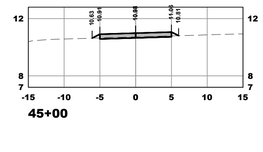


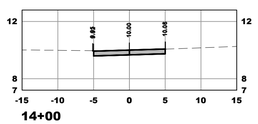


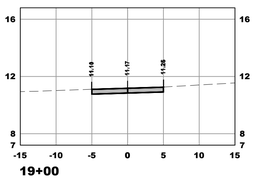


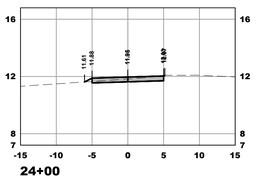


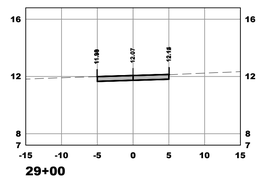


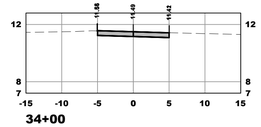


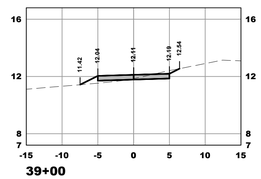


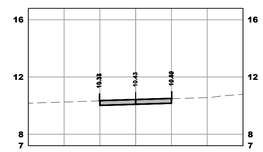


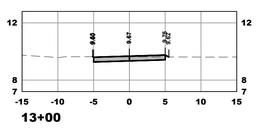


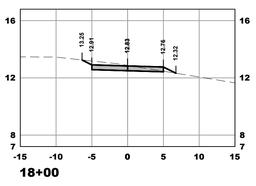


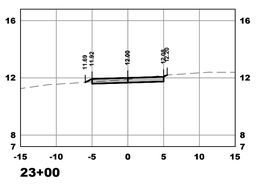


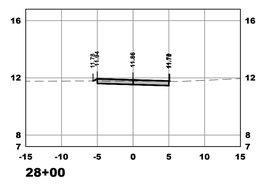


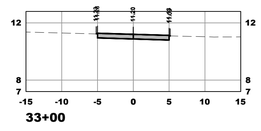


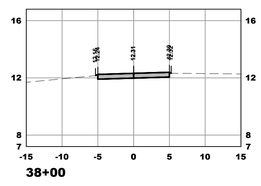


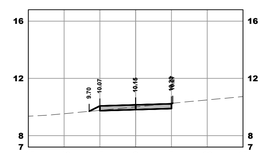


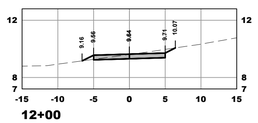


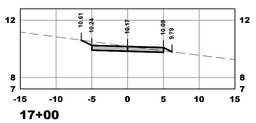


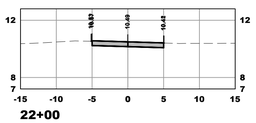


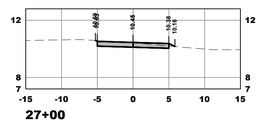


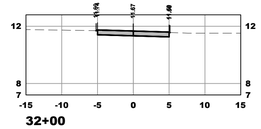


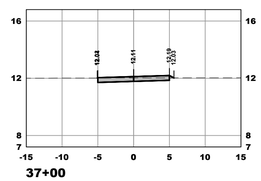


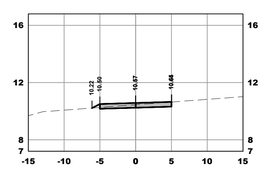


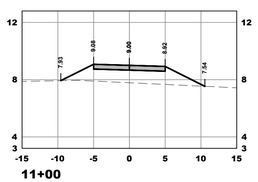




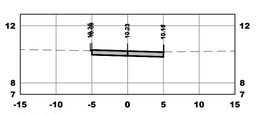


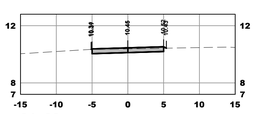


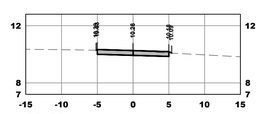


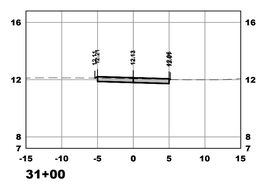


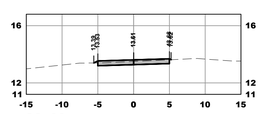
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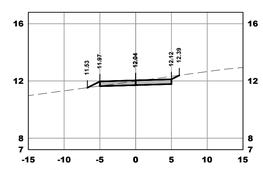












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P:\1800\1813.18.1 Wilderness Trail Phase IV\dwg\1813.18.1 CROSS SECTIONS.dwg, 7/3/2025 3:36:55 PM, CAPTEC Engineering, Inc.

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Civil Engineering Professionals

Engineering Business
No. EB-0007657

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 10'
VERT. SCALE: 1" = 5'
CADD FILE: 1813.18.1 CROSS SECTIONS

NO.	DATE	BY	REVISIONS
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MULTI USE PATH
PORT ST. LUCIE

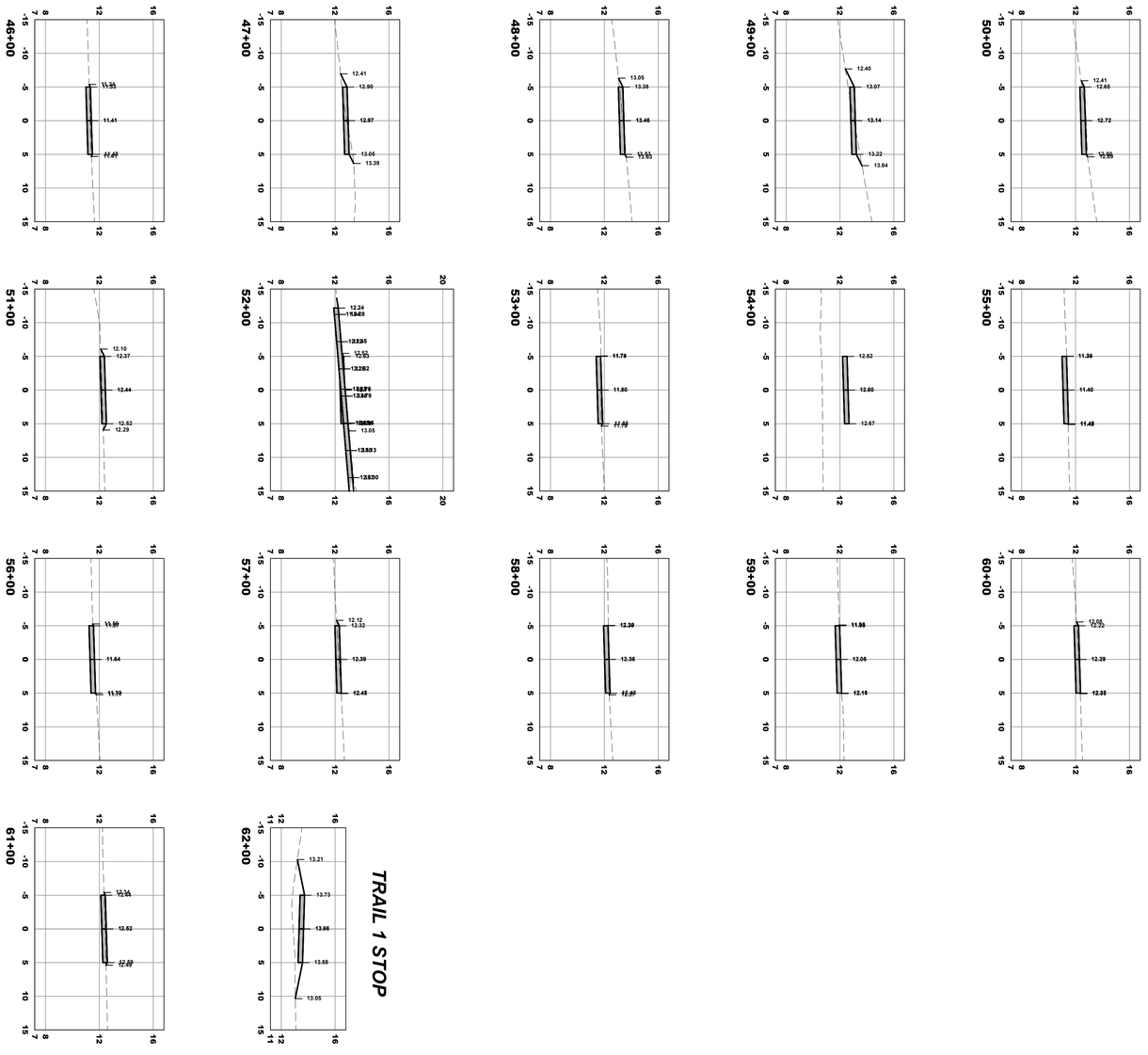
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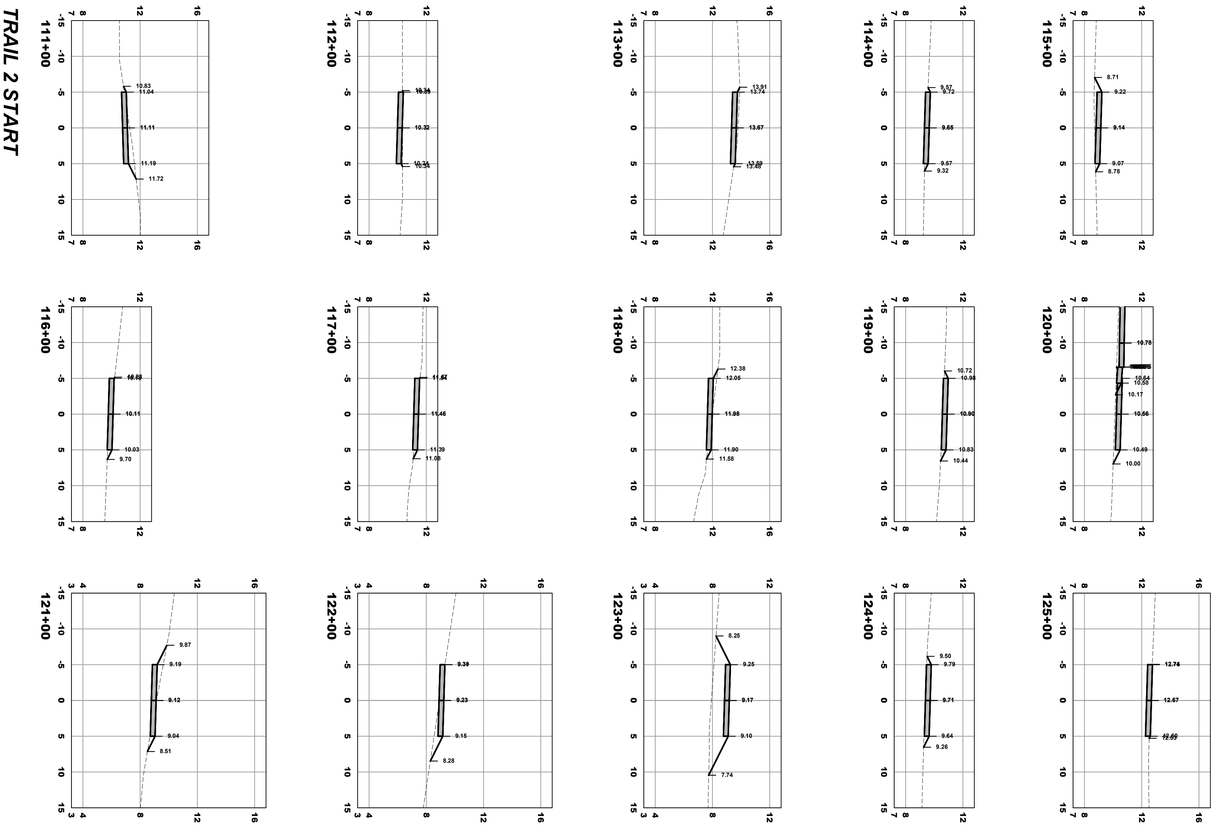
JOSEPH W. CAPRA
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P.E. No. 37638

Printed Date:

JOB No.: 1813.18.1
SHEET 16 OF 22

P:\1800\1813.18.1 Wilderness Trail Phase 1\dwg\1813.18.1 CROSS SECTIONS.dwg, 7/3/2025 3:36:59 PM, CAPTEC Engineering, Inc.





CPSLUSD UTILITY FILE #5001-23A

P25-021

0 20 40

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.

JOB No.: 1813.18.1
SHEET 17 OF 22

Printed Date: _____

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

WILDERNESS TRAIL MULTI USE PATH

PORT ST. LUCIE

CROSS SECTIONS

SCALE VERIFICATION

0 1

SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

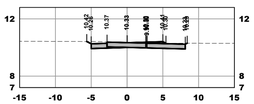
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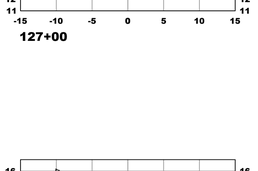
DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 10'
VERT. SCALE: 1" = 5'
CADD FILE: \1813.18.1 CROSS SECTIONS

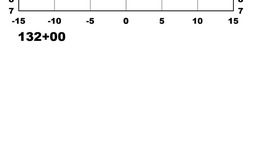
CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineering Business No. EB-0007657

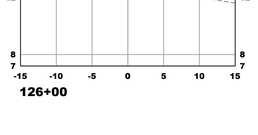
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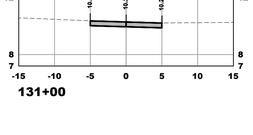
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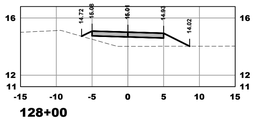


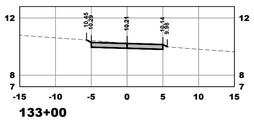


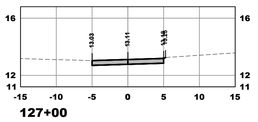


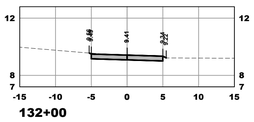
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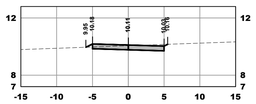


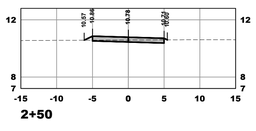


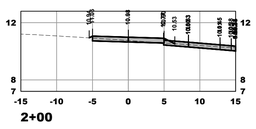


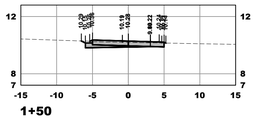
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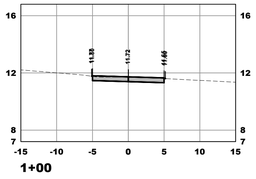
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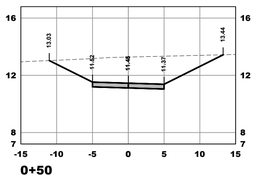






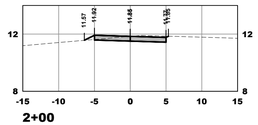


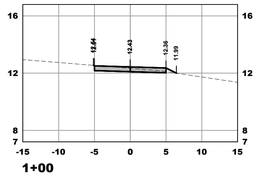




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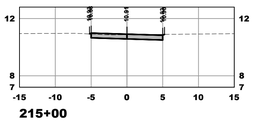
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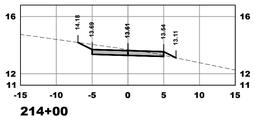


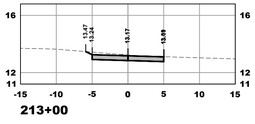


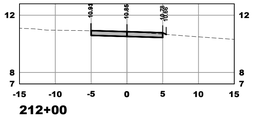
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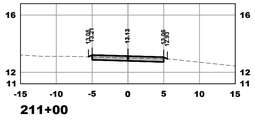
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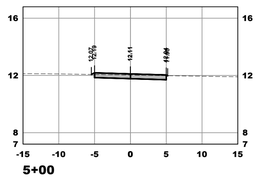


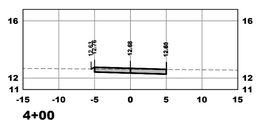


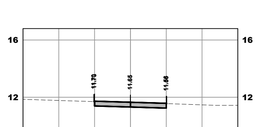


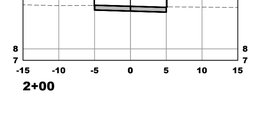
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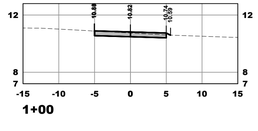
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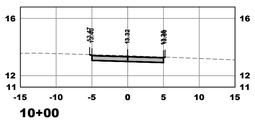


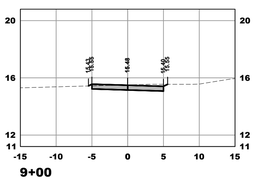


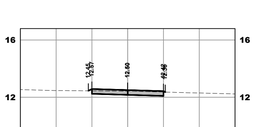


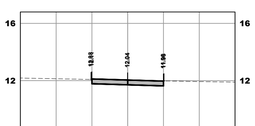
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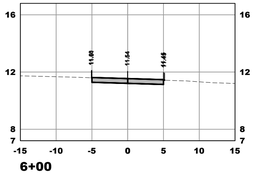
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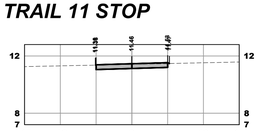


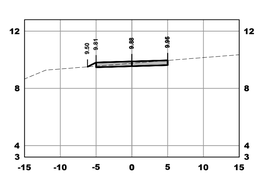


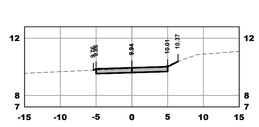




TRAIL 11 STOP







TRAIL 11 START

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business
No. EB-0007657

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 10'
VERT. SCALE: 1" = 5'
CADD FILE: 1813.18.1 CROSS SECTIONS

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

SCALE VERIFICATION
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SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH, ADJUST SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

CROSS SECTIONS

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

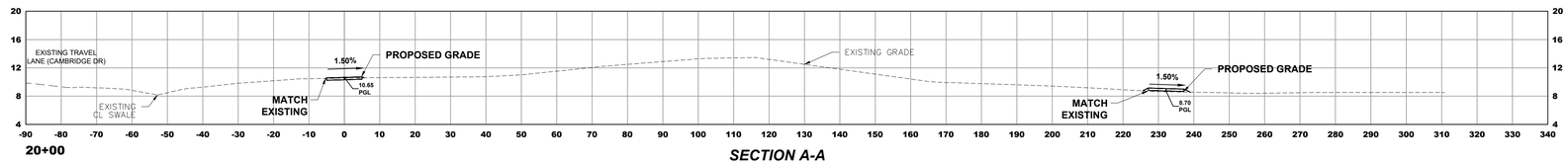
JOB No. 1813.18.1
SHEET 18 OF 22

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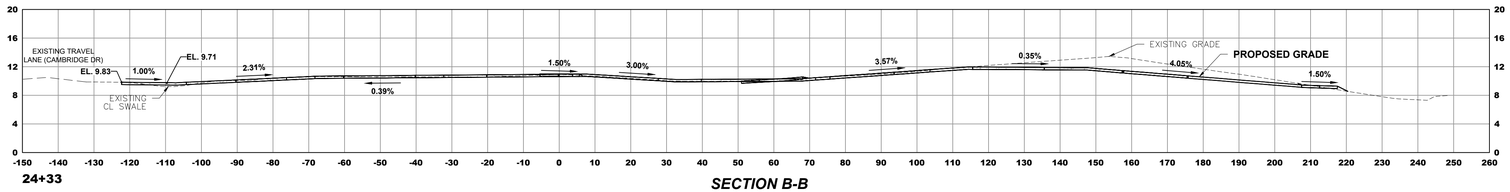
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SEE SHEET 6 OF 19 FOR LOCATIONS OF SECTIONS



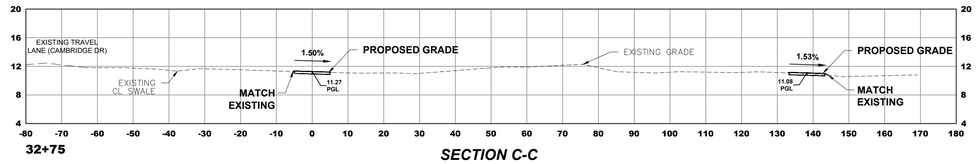
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SECTION A-A



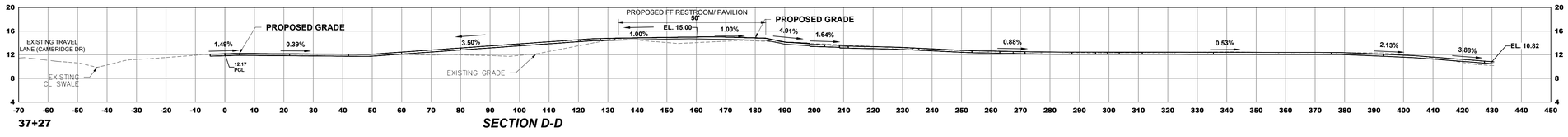
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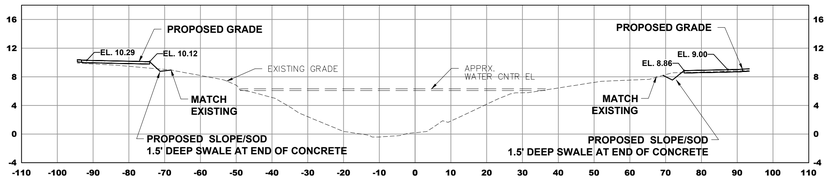
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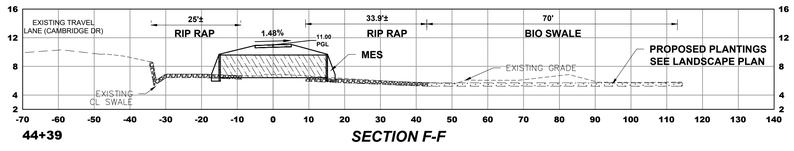


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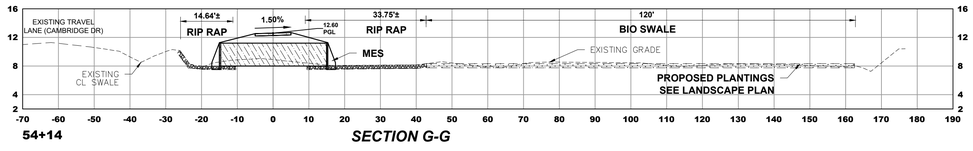


SECTION E-E



44+39

SECTION F-F



54+14

SECTION G-G

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

Engineering Business No. EB-0007457

CAPTEC Engineering, Inc.
Civil Engineering Professionals

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 20'
VERT. SCALE: 1"=10'
CADD FILE: REMI\1800\1813\DWG

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

SECTIONS

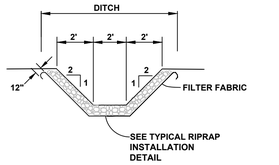
JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

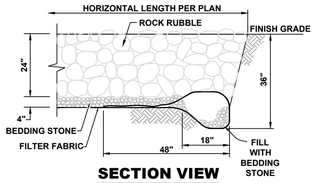
JOB No.: 1813.18.1
SHEET 19 OF 22

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P:\1800\1813.18.1 Wilderness Trail Phase 1(dwg)\1813.18.1 CROSS SECTIONS.dwg, 7/3/2025 3:37:14 PM, CAPTEC Engineering, Inc.



TYPICAL RIP-RAP FLUME SECTION



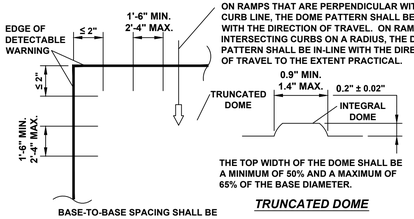
SECTION VIEW

NOTES:

1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 530-1 OF THE FDOT SPECIFICATIONS. THE AREAS TO RECEIVE RIPRAP SHALL BE LINED WITH FILTER FABRIC AND 4" INCHES OF BEDDING STONE. ROCK RUBBLE SHALL BE PLACED IN 2 LAYERS FOR A TOTAL DEPTH OF 24" TO PRODUCE A REASONABLY WELL GRADED MASS OF STONE WITH THE MINIMUM PRACTICAL PERCENTAGE OF VOIDS.
2. THE ROCK RUBBLE SHALL BE BROKEN STONE CONFORMING TO SECTION 530-2.1.3 OF THE FDOT SPECIFICATIONS. BROKEN CONCRETE SHALL NOT BE ALLOWED.
3. THE BEDDING STONE SHALL CONFORM TO SECTION 901-1 OF THE FDOT SPECIFICATIONS FOR NUMBER 4 COURSE AGGREGATE.
4. THE CONTRACTOR SHALL USE TYPE D-2 FABRIC.

TYPICAL RIPRAP INSTALLATION

N.T.S.



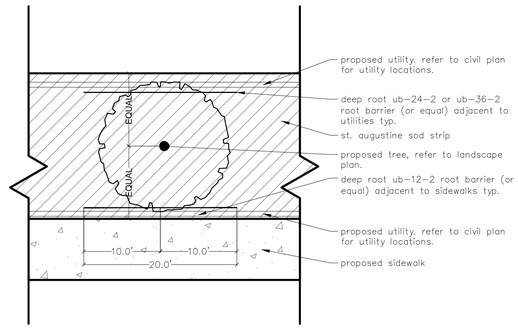
TRUNCATED DOME

PLAN VIEW

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB.

CURB RAMP DETECTABLE WARNING DETAIL

N.T.S.



TREE PLACEMENT
-CENTER THE NEW TREES IN THE SOD AREA PER THE DETAIL ABOVE

root barrier requirements (deeproot or equal)
adjacent to utilities 8" in diameter or smaller: deeproot ub-24-2
adjacent to utilities greater than 9" in diameter: deeproot ub-36-2
adjacent to sidewalks: deeproot ub-12-2

install "deeproot" root barriers per the manufacturer's specifications

ROOT BARRIER DETAIL

NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc. Civil Engineering Professionals

0' 325' 650' 1,300' 2,600'

NORTH

SCALE: 1" = 650'



LEGEND
- ACTIVE (2) POTENTIALLY OCCUPIED
- INACTIVE (4) POTENTIALLY OCCUPIED
- ABANDONED (0)

I HEREBY CERTIFY THAT:
A 100% SURVEY FOR GOPHER TORTOISES WAS CONDUCTED ON 18 OCTOBER 2023, ACCORDING TO FWC GUIDELINES.
SIX (6) POTENTIALLY OCCUPIED GOPHER TORTOISE BURROWS WERE LOCATED DURING THE SURVEY. THE ESTIMATED GOPHER TORTOISE POPULATION IS THREE (3).
NIALL DUNTON, GTA-22-00005A

SOURCE: HSE SITE VISIT ON 18 OCTOBER 2023 — PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.14	05- GT BUR.DWG	18 OCTOBER 2023	5 OF 10
LATITUDE: 27°15'50.04"			LONGITUDE: -80°19'3.61"		DESIGNED BY: RLW	DRAWN BY: NPD	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
BURROW LOCATION MAP

Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

NOTES: GOPHER TORTOISE INFORMATION

90 DAY PRIOR TO CONSTRUCTION CONTRACTOR TO SURVEY AND LOCATE TORTOISE LOCATIONS

CONSTRUCTION OF TRAILS AND FACILITIES MUST TAKE PLACE OUTSIDE OF A 25' RADIUS FROM ANY GOPHER TORTOISE BURROW. IF A 25' RADIUS CANNOT BE MAINTAINED THEN A RELOCATION PERMIT FROM FFWCC TO RELOCATE THE TORTOISES TO AN APPROVED TORTOISE MITIGATION BANK(GTMB) WILL BE REQUIRED. SILT FENCES WILL NEED TO BE INSTALLED TO PROTECT THE TORTOISES FROM HARM AND MUST BE APPROVED BY FFWCC PRIOR TO ONSET OF CONSTRUCTION. IF CONSTRUCTION DOES NOT BEGIN WITHIN 90 DAYS OF THE INITIAL SURVEY, IT IS RECOMMENDED TO HAVE AN ADDITIONAL GOPHER TORTOISE SURVEY CONDUCTED TO ENSURE NO ADDITIONAL TORTOISES HAVE MOVED ONTO THE PROJECT SITE.

ENVIRONMENTAL TABLE				
DESCRIPTION	FOUND(YES/NO)	AGENCY CONTACT INFO	MANAGEMENT PLAN (YES/NO)	RELOCATION PLAN (YES/NO)
WETLANDS	NO			
RARE HABITAT	NO			
THREATENED SPECIES	YES	HOBE SOUND ENVIRONMENTAL	NO	NO
ENDANGERED SPECIES	NO			
SPECIES OF SPECIAL CONCERN	NO			
INVASIVE/EXOTIC VEGETATION	NO			

CPSLUSD UTILITY FILE #5001-23A | P25-021

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• 301 N.W. Flagler Ave.
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341

CAPTEC Engineering, Inc. Civil Engineering Professionals

Engineering Business No. EB-0007557

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: N/A
VERT. SCALE: N/A
CADD FILE: 1813.18.1DETAILS

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

SCALE VERIFICATION
0 — 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING, ADJUST AS NEEDED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL
MULTI USE PATH
PORT ST. LUCIE

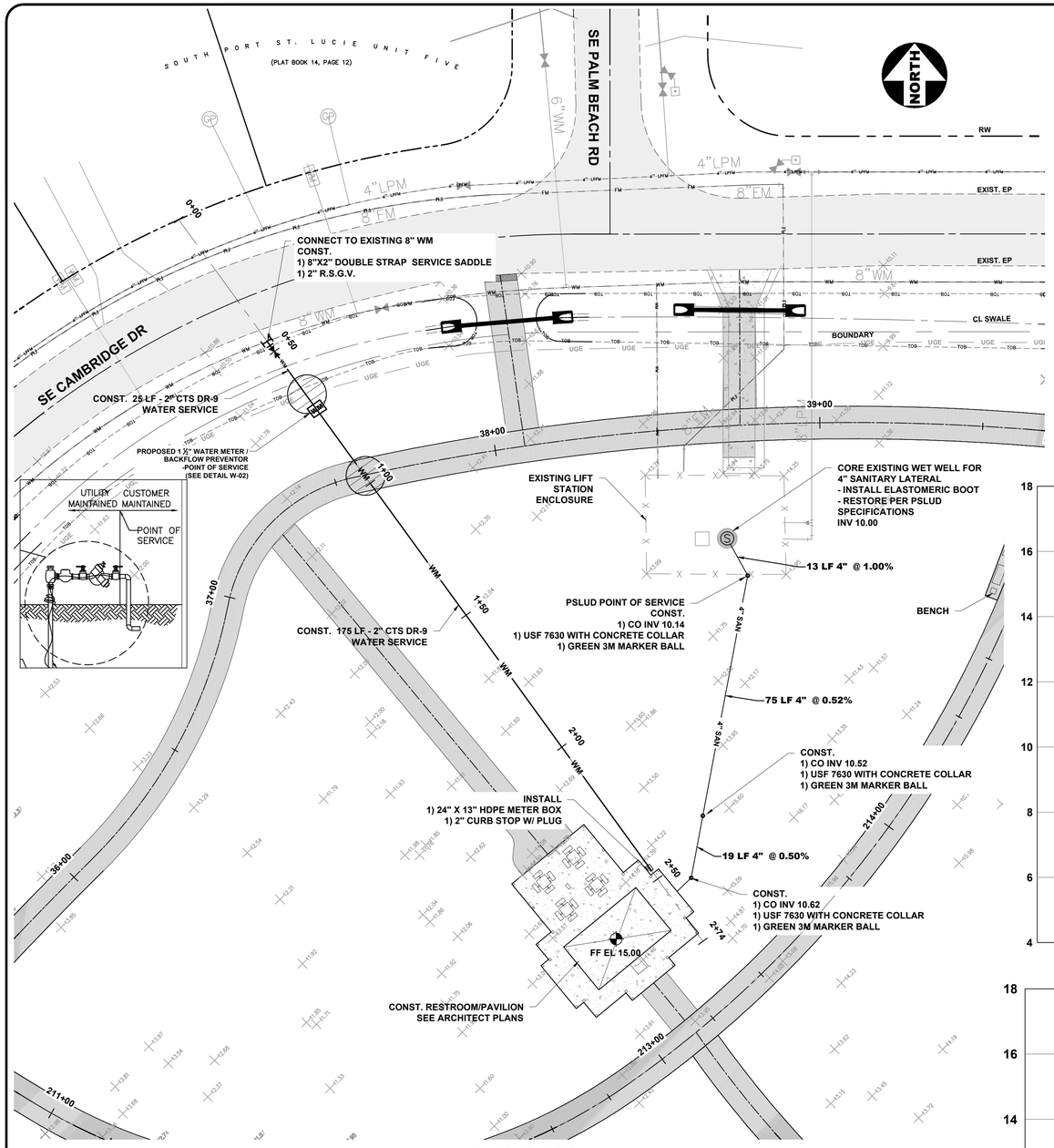
DETAILS

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

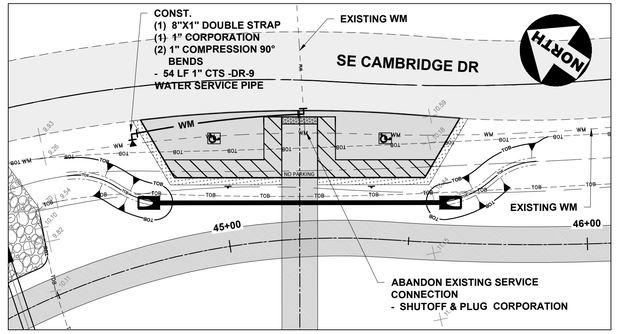
Printed Date:

JOB No. 1813.18.1
SHEET 20 OF 22

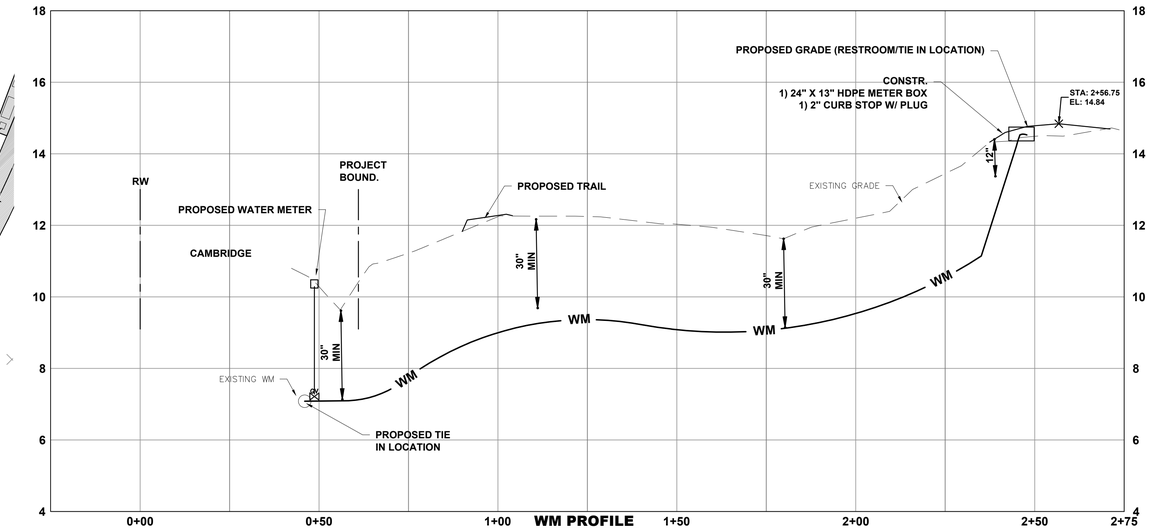
P:\1800\1813.18.1 Wilderness Trail Phase 1\dwg\1813.18.1 DETAILS D1.dwg, 7/3/2025 3:37:25 PM, CAPTEC Engineering, Inc.



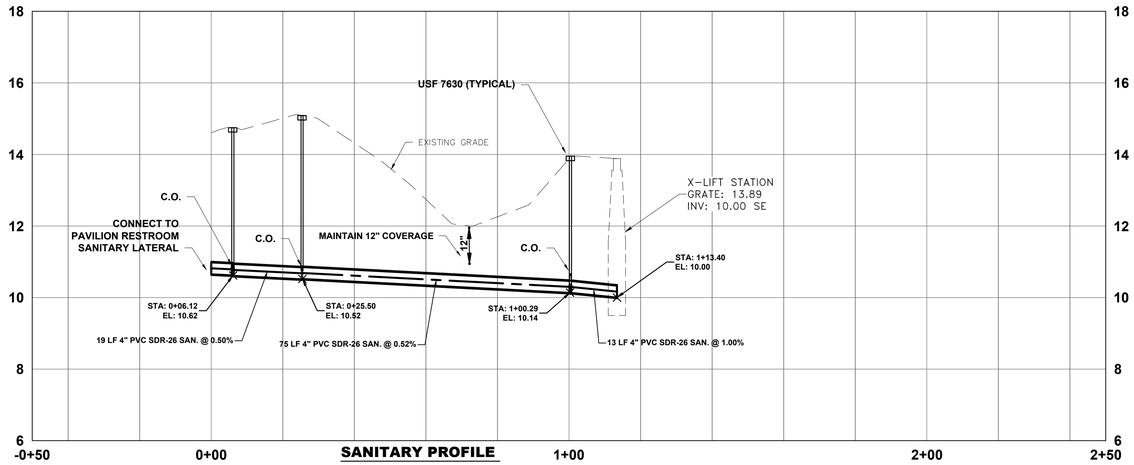
UTILITY PLAN



WATER SERVICE ADJUSTMENT DETAIL



WM PROFILE



SANITARY PROFILE

VALVE TABLE							
PLAN ID	SIZE (IN)	TYPE	FLUID	MANUFACTURER	DATE SET	# TURNS	PSLUSD#
GV#1	2	GATE VALVE	WW				

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

LEGEND

- EASEMENT LINE
- LOT LINE
- PROPERTY LINE
- CENTERLINE
- CONCRETE TRAIL
- ASPHALT/PAVEMENT
- SURFACE SLOPE (1.75%)
- PROPOSED SURFACE GRADE ELEVATION (25.59 / 28.45)
- EXISTING GRADE (25.5)
- TOE OF BANK (TOE)
- TOP OF BANK (TOB)
- EXISTING TOP OF BANK (TOB)
- RIP RAP
- BIO SWALE
- LITTORAL SHELF
- MITERED END STRUCT.
- HDPE STORM PIPE
- PROPOSED LPFM (5" SAN / 6" SAN)
- PROPOSED WATER MAIN (WM)
- POTENTIAL UTILITY CONFLICT

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Engineering Business No. EB-0007657

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 20'
VERT. SCALE: 1"=2'
CADD FILE: W1&1\DET-PAR

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

SCALE VERIFICATION
0 — 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

UTILITY PLAN

JOSEPH W. CAPRA
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 21 OF 22

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P:\1800\1813.18.1 \Wilderness Trail Phase 1(dwg\1813.18.1 UTILITY - PLAN.dwg, 7/3/2025 3:37:39 PM, CAPTEC Engineering, Inc.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 1001 SE PRINEVILLE ST. PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433

STANDARD SEPARATION REQUIREMENTS

DETAIL: G-01
DATE: 2024
SCALE: N.T.S.
SHEET: 1 OF 1

MINIMUM SEPARATION BETWEEN PSLUSD FACILITIES AND OTHER UTILITIES

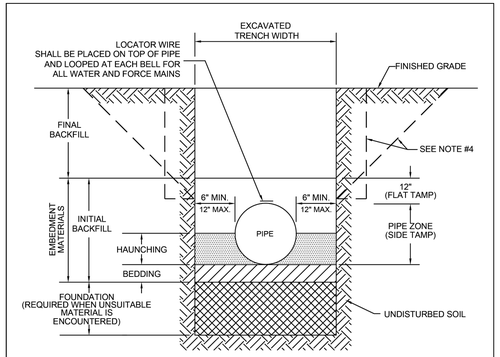
OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (2), (3), VACUUM SANITARY SERVICE, STORM SEWER, STORM SEWER FORCE MAIN	WATER MAIN 10' MINIMUM	WATER MAIN 18" MINIMUM	6' MINIMUM WATER MAIN
ALL OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO: TELEPHONE, CABLE TV, POWER, ETC.	(4) PSLUSD FACILITY 5' MINIMUM	PSLUSD FACILITY (4) 18" MINIMUM	3' MINIMUM WATER MAIN
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10' MINIMUM	-----	-----

(1) WATER MAIN SHOULD CROSS OVER OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18".

(2) RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(4) A PSLUSD FACILITY INCLUDES MAINS AND STRUCTURES FOR POTABLE WATER, WASTEWATER AND RECLAIMED WATER.



NOTES:

1. FOR TRENCHES REQUIRING SHEETING, SHORING, STAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.

2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.

3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.

4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

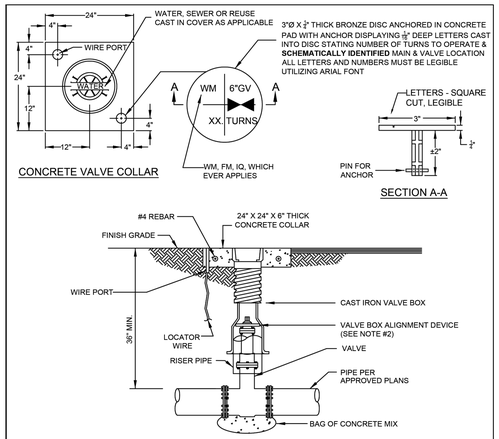
5. AN APPROVED LOCATOR WIRE SHALL BE USED.

6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 1001 SE PRINEVILLE ST. PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433

STANDARD PIPE TRENCH CROSS SECTION

DETAIL: G-04
DATE: 2024
SCALE: N.T.S.
SHEET: 1 OF 1



NOTES:

1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 30", A HIGH STRENGTH STEEL EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 24"-30" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.

2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.

3. C900 OR SDR-26 P.V.C. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX IF NEEDED.

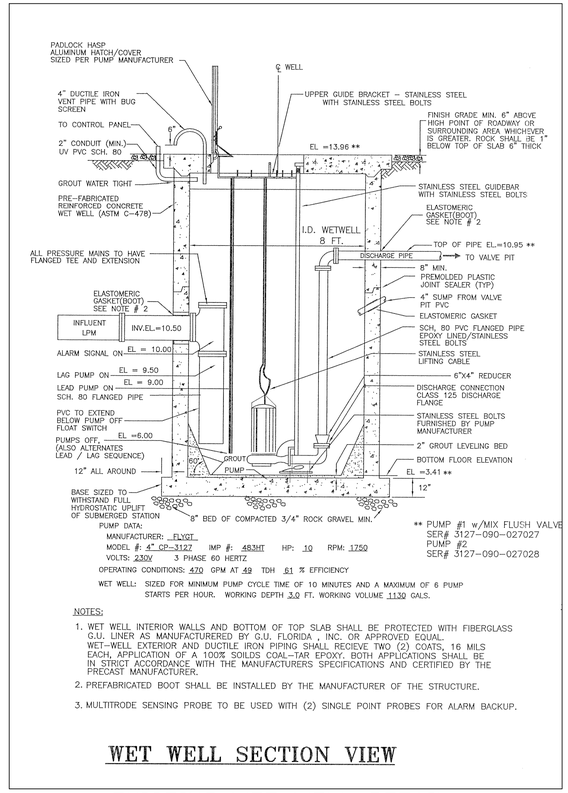
4. RPM'S SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.

5. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

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TYPICAL VALVE BOX AND COLLAR IN UN-PAVED AREA

DETAIL: G-07
DATE: 2024
SCALE: N.T.S.
SHEET: 1 OF 2



PUMP DATA:
MANUFACTURER: FLYGT
MODEL #: 4" CP-3127 IMP #: 483HT HP: 10 RPM: 1750
VOLTS: 230V 3 PHASE 60 HERTZ
OPERATING CONDITIONS: 470 GPM AT 49 TDH 61 % EFFICIENCY

WET WELL: SIZED FOR MINIMUM PUMP CYCLE TIME OF 10 MINUTES AND A MAXIMUM OF 6 PUMP STARTS PER HOUR. WORKING DEPTH 3.0 FT. WORKING VOLUME 1130 GALS.

** PUMP #1 w/MIX FLUSH VALVE SER# 3127-090-027027
PUMP #2 SER# 3127-090-027028

NOTES:

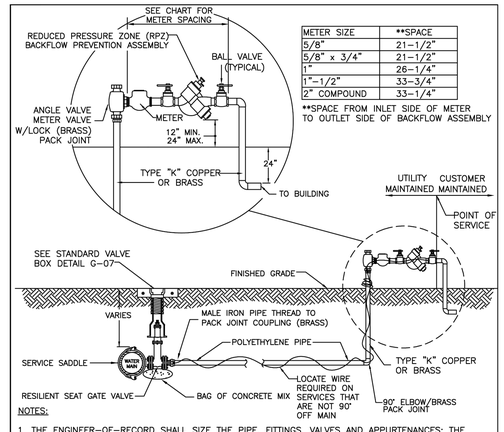
1. WET WELL INTERIOR WALLS AND BOTTOM OF TOP SLAB SHALL BE PROTECTED WITH FIBERGLASS G.U. LINER AS MANUFACTURERED BY G.U. FLORIDA , INC. OR APPROVED EQUAL. WET-WELL EXTERIOR AND DUCTILE IRON PIPING SHALL RECIEVE TWO (2) COATS, 16 MILS EACH, APPLICATION OF A 100% SOILDS COAL-TAR EPOXY. BOTH APPLICATIONS SHALL BE IN STRICT ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS AND CERTIFIED BY THE PRECAST MANUFACTURER.

2. PREFABRICATED BOOT SHALL BE INSTALLED BY THE MANUFACTURER OF THE STRUCTURE.

3. MULTITRODE SENSING PROBE TO BE USED WITH (2) SINGLE POINT PROBES FOR ALARM BACKUP.

WET WELL SECTION VIEW

EXISTING WET WELL DETAIL



METER SIZE	**SPACE
5/8"	21-1/2"
5/8" x 3/4"	21-1/2"
1"	26-1/4"
1"-1/2"	33-3/4"
2" COMPOUND	33-1/4"

**SPACE FROM INLET SIDE OF METER TO OUTLET SIDE OF BACKFLOW ASSEMBLY

NOTES:

1. THE ENGINEER-OF-RECORD SHALL SIZE THE PIPE, FITTINGS, VALVES AND APPURTENANCES; THE MINIMUM SHALL BE 2" UP TO THE ANGLE VALVE. METER SIZE CALCULATIONS TO BE SUBMITTED BASED ON AWWA RECOMMENDATIONS (MANUAL M-22)

2. BOTH RISERS SHALL BE BRASS OR TYPE "K" COPPER TUBING (HARD DRAWN) WITH COPPER/BRASS THREADED FITTINGS AND ADAPTERS.

3. ADDITIONAL SUPPORT SHALL BE PROVIDED AS NECESSARY TO SECURELY SUPPORT THE BACK FLOW PREVENTION ASSEMBLY.

4. VALVE, SADDLE AND APPURTENANCES SHALL BE PER THE QUALIFIED PRODUCTS LIST.

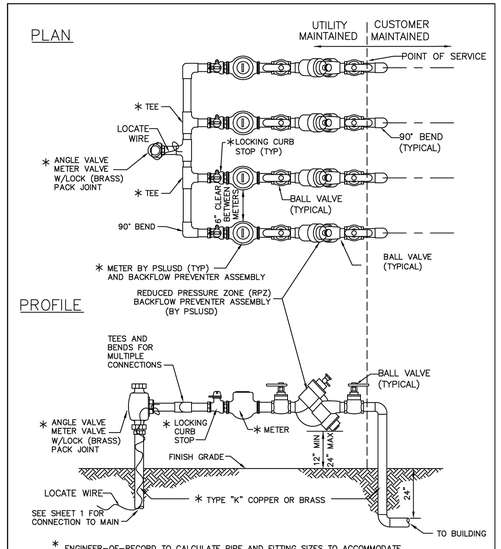
5. METERS AND BACKFLOW PREVENTERS 2" OR SMALLER SHALL BE INSTALLED BY PSLUSD. SEE SHEET 2 FOR MULTI-SERVICE METER BANK ASSEMBLY.

6. AT THE DIRECTION OF THE PSLUSD, BOLLARDS MAY BE REQUIRED TO PREVENT DAMAGE FROM ACCIDENTS. REFER TO DETAIL G-15 FOR BOLLARD INSTALLATION.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 1001 SE PRINEVILLE ST. PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433

COMMERCIAL WATER SERVICE CONNECTION

DETAIL: W-02
DATE: 2024
SCALE: N.T.S.
SHEET: 1 OF 2



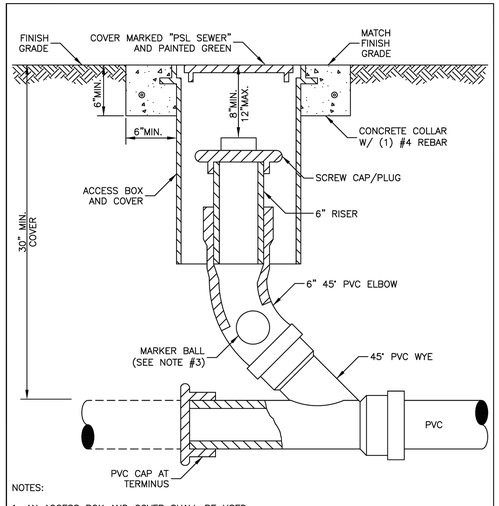
* ENGINEER-OF-RECORD TO CALCULATE PIPE AND FITTING SIZES TO ACCOMMODATE NUMBER OF & SIZE OF METER PROPOSED. THE NUMBER OF METERS SHALL BE A MAXIMUM OF 4 AND THE MINIMUM SIZE SERVICE SHALL BE 2".

NOTES: SEE SHEET 1

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 1001 SE PRINEVILLE ST. PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433

COMMERCIAL MUTIL-SERVICE METER BANK ASSEMBLY

DETAIL: W-02
DATE: 2024
SCALE: N.T.S.
SHEET: 2 OF 2



NOTES:

1. AN ACCESS BOX AND COVER SHALL BE USED.

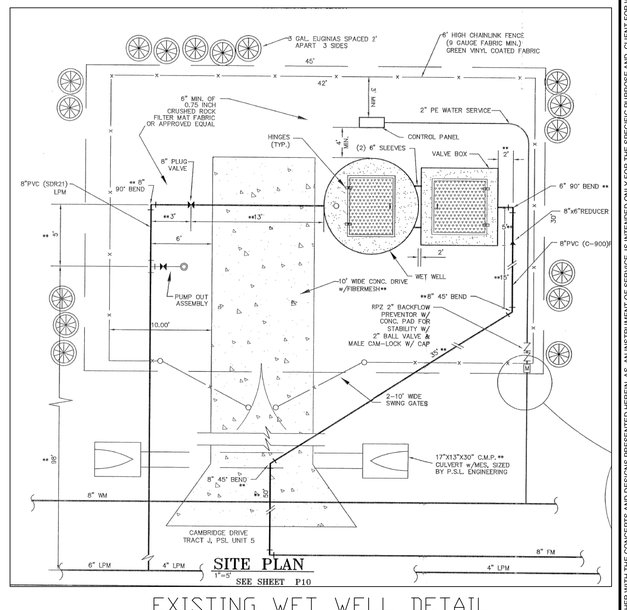
2. CLEANOUT ASSEMBLY SHALL BE INSTALLED AT A MAXIMUM 75' INTERVALS AND AT TERMINAL POINT OF THE PSLUSD RESPONSIBILTY. THE LOCATION SHALL BE IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.

3. MARKER BALL SHALL BE STRAPPED TO THE ELBOW.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 1001 SE PRINEVILLE ST. PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6433

SANITARY SEWER CLEANOUT

DETAIL: WW-05
DATE: 2024
SCALE: N.T.S.
SHEET: 1 OF 1



SITE PLAN
1"=5'
SEE SHEET P10

EXISTING WET WELL DETAIL

CPSLUSD UTILITY FILE #5001-23A | **P25-021**

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CAPTEC Engineering, Inc.
Civil Engineering Professionals

Engineering Business No. EB-0007557

DATE: 07/03/2025
DRAWN BY: JFK
DESIGNED BY: CS
CHECKED BY: JWC
PROJECT No.: 1813.18.1
HORZ. SCALE: 1" = 20'
VERT. SCALE: N/A
CADD FILE: P01813\PDWT-PAR

NO.	DATE	BY	REVISIONS
1	07/03/2025	JFK	100% BID SET

SCALE VERIFICATION
0 1
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST AS SCALED DIMENSIONS ACCORDINGLY

WILDERNESS TRAIL MULTI USE PATH
PORT ST. LUCIE

UTILITY DETAILS

JOSEPH W. CAPRA
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P.E. No. 37638

Printed Date:

JOB No. 1813.18.1
SHEET 22 OF 22

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P:\1800\1813.18.1 Wilderness Trail Phase 1(dwg\1813.18.1 UTILITY - PLAN.dwg, 7/3/2025 3:37:46 PM, CAPTEC Engineering, Inc.

GENERAL NOTES

SUMMARY OF WORK:

1. Project Description: Public Restroom Building
2. Work Involved:
   a. Exterior Walls:
      i. Provide masonry walls, per plans.
      ii. Refer to Wall Legend for more information.
      iii. Refer to Wall Sections for more information.
   b. Interior ceilings:
      i. Medium texture stucco throughout.
      ii. Refer to Wall Sections for more information.
      iii. Refer to Reflected Ceiling Plan for more information.
   c. Electrical:
      i. Provide lighting and power throughout, per plans.
      ii. All power to be run to panel in utility room.
      iii. Refer to Electrical Lighting + Power Plan.
      iv. Refer to Electrical Fixture Schedule for scheduled fixtures.
      v. Refer to Reflected Ceiling Plan for more information.
   d. Plumbing:
      i. Provide new plumbing service for new restrooms.
      ii. Refer to Enlarged Restroom Plan for more information.
      iii. Refer to Plumbing Schedule for more information.
   e. Structural:
      i. Provide load-bearing masonry walls, footings + concrete slab, per plans.
      ii. Refer to Foundation Plan for more information.
   f. Roofing:
      i. Provide pre-engineered wood trusses & sheathing, per plans.
      ii. Refer to Structural Framing Plan for more information.
   g. Roofing Material:
      i. Provide metal roofing over underlayment over ext. plywood sheathing.
      ii. Refer to Cover Sheet for product selection.
      iii. Refer to Roof Plan for more information.
3. Work completed shall meet all local and state building code requirements.

COORDINATION:

1. Contractor shall verify existing site conditions of project location prior to commencement of work.
2. Contractor shall coordinate and verify all utility requirements, compatibility and location of projected utilities of project, as shown on the drawings.
3. Contractor responsible for coordinating all trades to complete work. Contractor shall issue full sets of drawings to sub-contractors commissioned to complete the work.
4. Contractor shall verify space requirements and location of project utilities.
5. Contractor shall field verify all dimensions of project. Do not scale drawings.
6. Contractor shall notify Architect of any discrepancies in drawings and/or specifications of project. Commencement of the work without proper notification to the Architect, the contractor will assume responsibility of work performed.
7. Contractor shall notify the Architect, when the full intent of the drawings and/or specifications is not clear. Commencement of the work without proper notification to the Architect, the contractor will assume responsibility of work performed.
8. Owner and Contractor shall coordinate Schedule of Values, Application of Payment, Construction Cost and any other fees related to this project.
9. Owner and Contractor shall coordinate Schedule of Construction and notify Architect of schedule.

CHANGE PROCEDURES:

1. Architect will submit Supplemental Instructions for minor changes.
2. Contractor may propose changes by submitting a request for change to Architect. Architect and Owner shall give written approval for all changes made by the Contractor. Commencement of the work without written approval from Architect and Owner, the contractor will assume responsibility of work performed.

SUBMITTAL:

1. Prior to construction Architect and Owner shall submit a list, to the Contractor of required shop drawings submittals for this project.
2. Prior to construction Architect and Owner shall submit a list, to the Contractor of all required testing for this project. Contractor shall be responsible for the cost of any testing requested by the Owner.

TEMPORARY FACILITIES:

1. Contractor shall provide and maintain access to the site of the project.
2. Contractor shall coordinate with Owner for temporary facilities requirements, if required for this project.
3. Contractor shall be responsible for maintaining a clean and safe construction site.
4. Contractor is responsible for the removal of all construction debris.

MATERIALS:

1. Store and protect all project products and materials in accordance with manufacturer instructions. Products and materials of this project shall be installed free of damage.
2. Architect shall approve all product or material substitutions.

CLOSEOUT:

1. Contractor shall notify the Owner 30 days prior to the date of substantial completion. At the time of substantially complete, Contractor shall submit a list of items (punc\ list) to be completed or corrected within the final days of construction. Owner and Contractor will set the project completion date.
2. Owner and/or Architect will make an inspection with seven (7) days of receipt of substantially complete punch list. Owner and/or Architect may add items to complete or correct prior to final completion.
3. Contractor shall leave site clean and free of any construction debris or equipment at the end of the project.
4. Contractor shall give Owner operating instructions for the mechanical, electrical, and other operating equipment installed for this project.
5. Contractor shall submit to the Owner all warranties, operating and maintenance manuals for the following products and equipment:
   a. Termite Soil Poisoning
   b. Roof System
   c. Impact Resistant Doors and Windows, if applicable
   d. Finish Hardware, Keying system
   e. All installed Flooring
   f. Toilet Accessories
6. Owner may request additional warranties for other products. Contractor will be given notice prior to work.

Product Approval Submittal Affidavit

Site Address: S.E. Westmoreland Boulevard; Port Saint Lucie, FL 34952

Opening Schedule: Inswing Doors, Louvered Opening, Roofing

FL# or Miami-Dade	Product	Model #	Manufacturer	Glass Description	Attachment Method Type, Size, Spacing, & Embedment	Building Design Pressure	Product Design Pressure
FL#16355.2 -RS	Inswing Impact Door (L.M.I.)	HM Solid Door	Ceco Door Products	N/A	Concrete Anchors [Jamb Anchor]: 12" from end of jamb, 24" max. o.c. and mid-o/a anchors • Masonry T- anchor [Head Anchors]: See Product Approval Refer to Product Approval for additional installation requirements	See Structural	+/-60 PSF
FL#16827	Louvered Opening	Metal Louvers	Architectural Louvers Co.	N/A	Concrete Anchors [Jamb Anchor]: 8" max from corner, 8" o.c. for remaining jamb, (4) min. [Head/Sill Anchors]: 2.5" from corner, 8" o.c. for remaining #8 x 3/4 corners (2) #10x3 SDS 1-1/2" embedment all all fasteners Refer to Product Approval for additional installation requirements	See Structural	+/-190 PSF
FL#17678.1	Metal Roofing	200S Profile, 2" mechanical seam 16" max. coverage	Drexel Metals, Inc.	N/A	System 200S-48 Min. Deck: Steel 22ga min., Slope min. 1/2":12 or greater. Roof Panel Clips: CMC 2009 continuous butterfly clips, spaced 12" o.c. Fasteners: Corrosion-resistant #10-16 DP3 PHD self-drilling screws shall penetrate top rib of steel deck min. 3/4" through each clip. Installation: 16" panel width, 2 fasteners per clip, 16" clip spacing.	See Structural	-151.75 PSF
FL#16342.1	Roofing Underlay-ments	MetShield	Drexel Metals, Inc.	N/A	Refer to Product Approval for installation requirements.	See Structural	N/A

I have reviewed the above product approval information and and approved it.
Name: Nicole L. Norton/n2 architecture + design
Signature:
Certification Number: AR 91827
Date:

PROJECT INFORMATION

DESIGN PARAMETERS:

Florida Building Code (8th Edition, 2023)
Florida Residential Code (8th Edition, 2023)
Florida Existing Building Code (8th Edition, 2023)
Florida Plumbing Code (8th Edition, 2023)
Florida Mechanical Code (8th Edition, 2023)
Florida Fuel Gas Code (8th Edition, 2023)
Florida Energy Code (8th Edition, 2023)
Florida Fire Prevention Code (8th Edition)
2020 Florida Electrical Code
2023 Florida Accessibility Code

Building Design:	See Structural
Utilimate Wind Speed:	See Structural
Nominal Design Wind Speed:	See Structural
Building Risk Category:	II
Wind Importance/Use Factor:	1.0
Internal Pressure Coefficient:	+/-0.18
Building Mean Height:	13'-0"
Roof Overhang:	1'-0"
Roof Pitch:	5:12
Exposure:	See Structural
Design Loads:	See Structural
Impact Protection:	Impact Resistant Louvers + Doors

JURISDICTION:
City of Port Saint Lucie

OCCUPANCY:
FBC: Group 'B' - Business (<50 Persons for Assembly Purposes)
NFPA: New Business Occupancies (<50 Persons for Assembly Purposes)

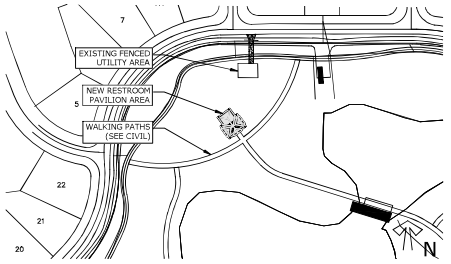
CONSTRUCTION:
Building Type: V-B
Fire Protection: Unsprinklered
Fire Alarm: Unalarmed
Exterior Bearing Walls: Masonry
Roofing Structure: Pre-Engineered Trusses
Roofing Material: Metal Roofing Over Underlayment on Ext. Sheathing

AREA TABULATIONS:

Enclosed Restrooms:	487	Gross Sq. Ft.
Exterior Porches:	1,339	Gross Sq. Ft.
Total:	1,826	Gross Sq. Ft.

*Refer to Life Safety Plan for Occupant Loads

VICINITY MAP



PROJECT CONTACTS

CLIENT / CIVIL ENGINEER:
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Joseph W. Capra, P.E.
301 NW Flagler Ave.
Stuart, FL 34994
(772) 692-4344

STRUCTURAL ENGINEER:
ACCord Engineering
Clifton Newkirk, P.E.
433 Plaza Real, Ste. 275
Boca Raton, FL 33432
(833) 421-2327

ARCHITECT:
n2 architecture + design
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LANDSCAPE ARCHITECT:
Mike Flaugh LA
Mike Flaugh, L.A.
3744 SE Ocean Blvd.
Stuart, FL 34996
(772) 419-0024

MEP ENGINEER:
KAMM Consulting
Bradly L. Brown, P.E.
405 Angle Road
Fort Pierce, FL 34947
(954) 448-0792

INDEX OF DRAWINGS

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A2.1	Floor Plans + Notes	■				
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P2.1	Sanitary Plan	■				
P3.1	Domestic Water Plan	■				
P5.1	Plumbing Isometrics	■				

SYMBOLS

X	Window	X	Detail
##	Door	##	Keyed Note
XXX	Room Name	X / XX.X	Interior Elevation
X	Wall Type	X / XX.X	Exterior Elevation
X / XX.X	Wall Section	X / XX.X	Building Section
#	Revision	X	Miscellaneous Key

LOCATION MAP



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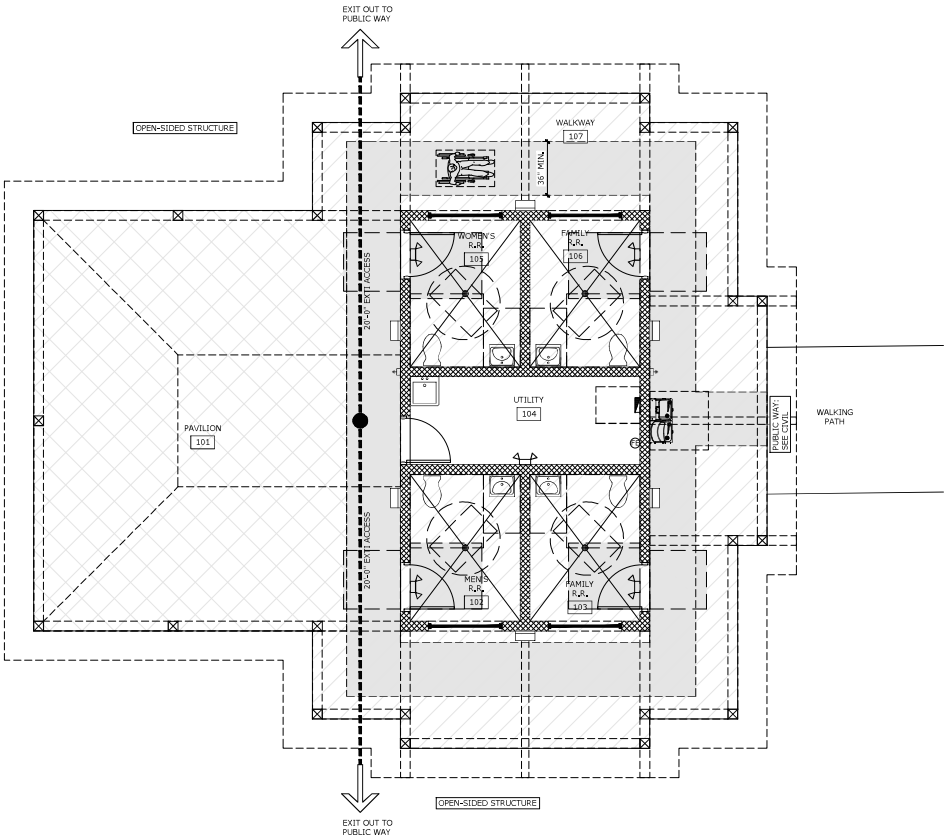
Restroom Pavilion @ Wilderness Trail

SE Westmoreland Boulevard
Port St. Lucie, FL 34952
Joseph Capra, CAPTEC Engineering, Inc.
(772) 692-4344

Rev. #	Date

Project Number	24-0978
Status	100% BID SET
Issue date	04-Jul-25
Sheet	A0.1

Cover Sheet + General Notes



1 - LIFE SAFETY PLAN

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

N

WALL LEGEND

8" CMU WALLS - SEE FINISH SCHEDULE

LIFE SAFETY

FLORIDA BUILDING CODE (8TH EDITION, 2023)
NFPA 1, 101 (2023, FFPC, 8TH EDITION)

OCCUPANCY [FBC] (Chapter 3)	GROUP B: BUSINESS		
CLASSIFICATION OF OCCUPANCY [NFPA101] CHAPTER 6	NEW BUSINESS OCCUPANCIES		
	FBC	NFPA	
SPRINKLER SYSTEM REQUIRED? (FBC 903.2.1)	NO	NO	[NFPA101] 38.3.5
ALARM SYSTEM REQUIRED? (FBC 907.2.1)	NO	NO	[NFPA101] 38.3.4.1
WALL FINISH CLASS (FBC 803)	C	C	[NFPA101] 38.3.3.2
PANIC HARDWARE REQUIRED? (FBC 1010.2.4)	NO	NO	[NFPA101] 38.2.2.2.3
EXIT ACCESS TRAVEL DISTANCE (Table 1017.2)	200'	200'	[NFPA101] 38.2.6.2
COMMON PATH OF EGRESS TRAVEL (FBC T1006.2.1)	100'	100'	[NFPA101] 38.2.5.2.2
MAXIMUM DEAD END CORRIDOR (1020.5)	20'	20'	[NFPA101] 38.2.5.3.2
MINIMUM CORRIDOR WIDTH (Table 1020.3)	36"	36"	[NFPA101] 38.2.3.2
MINIMUM CLEAR OPENING OF DOORS (1010.1.1)	32"	32"	[NFPA101] 7.2.1.2.3
MINIMUM NUMBER OF EXITS (Table 1006.3.2) / [NFPA101] 38.2.4.3	1	1	
EGRESS WIDTH PER PERSON 3/0 WIDE DOOR= 32" CLEAR 2-3/0 WIDE DOORS= 68" CLEAR	0.2/FLOOR 0.3/STAIR 170 PERSONS/OPENING 340 PERSONS/OPENING		
TOTAL EGRESS WIDTH REQUIRED: (FBC 1005.3.2)	42 PERSONS X 0.2 = 8.4"		
[NFPA101] 7.3:	42 PERSONS X 0.2 = 8.4"		
TOTAL EGRESS WIDTH PROVIDED:	144"		

SPECIAL REQUIREMENTS

1. Construction site safety shall be maintained as per NFPA 241.

SYMBOLS

WALL-MOUNT EMERGENCY LIGHT W/ 90M BATTERY BACKUP

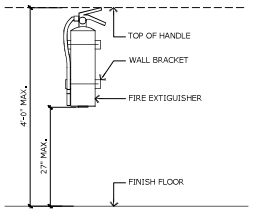
EXTERIOR WALL PACK LIGHT FIXTURE

FIRE EXTINGUISHER CLASS 2A-10BC

NON-HABITABLE SPACE

ASSEMBLY AREA

ACCESSIBLE ROUTE / CLEARANCE



2 - FIRE EXTINGUISHER DETAIL

SCALE: NTS

10. MEANS OF EGRESS
(1004.5) Areas Without Fixed Seating
Occupancy Type: Group B - Business

Room Name	Actual Occupants	Occupants (NFPA)	Occupants (FBC)	LF (NFPA)	LF (FBC)	Occupied Area
101 Pavilion	---	41	41	15 gsf	15 gsf	611 asf
104 Utility	---	1	1	200 gsf	200 gsf	102 gsf
Total:	---	42	42			713 s f

Note: "---" indicates the Occupant Load by area is deferred to for that Occupant Load calculation.

Exceptions: (1004.5) Where *approved* by the *building official*, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by calculation, shall be permitted to be used in the determination of the design *occupant load*.

(1004.9) Every room or space that is an Assembly Occupancy shall have the occupant load of the room or space posted in a conspicuous place, near the main exit or exit access doorway from the room or space. Posted signs shall be of an approved legible design and shall be maintained by the owner or authorized agent.

4. FIXTURES & FAUCETS
(403.1) Minimum Number of Fixtures
Occupancy: Business
Total Persons: 42 Persons
Total Persons ÷ 2: 21 Men & Women

	M. W/C	F. W/C	Urinal	M. Lav.	F. Lav.	Baths	D/F	Service Sink
Calculation	42/25		<67%	42/40		N/A	42/100	1 Req'd
Required	2		0	2		-	1	1
Provided	4		0	4		-	2	1

(410.3) Where drinking fountains are required, not fewer than two drinking fountains shall be provided. One drinking fountain shall comply with the requirements for people who use a wheelchair and one drinking fountain shall comply with the requirements for standing persons.

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Life Safety Plan + Notes

WALL LEGEND

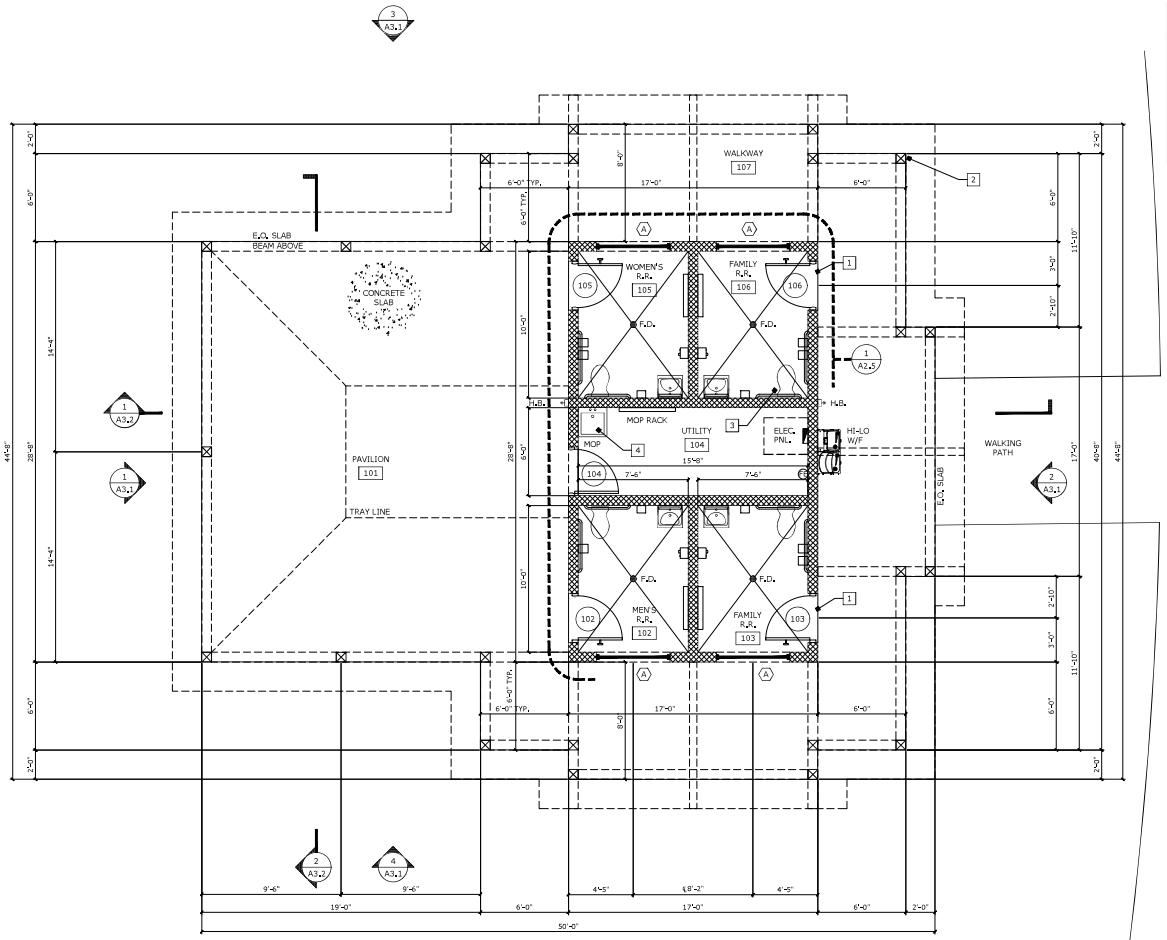
8" CMU WALLS - SEE FINISH SCHEDULE

GENERAL NOTES

1. Field verify all existing dimensions and utilities prior to construction. Notify Architect of any discrepancies.
2. Dimensions are to framing.
3. Provide blocking throughout as required.
4. -

KEY NOTES

1. Ensure thresholds at all new interior and exterior doors not to exceed 1/2" in height including beveling as per FBC Accessibility Code (8th Edition, 2023) §404.2.4.4. and open and close with the required force and speed per §404.2.9. Taper floor finish as required.
2. 8x8 p.t. wood posts.
3. Flush valve, wall mount water closets, typ. throughout.
4. Wall mount water heater on stand above mop sink.



1 - FLOOR PLAN

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

N

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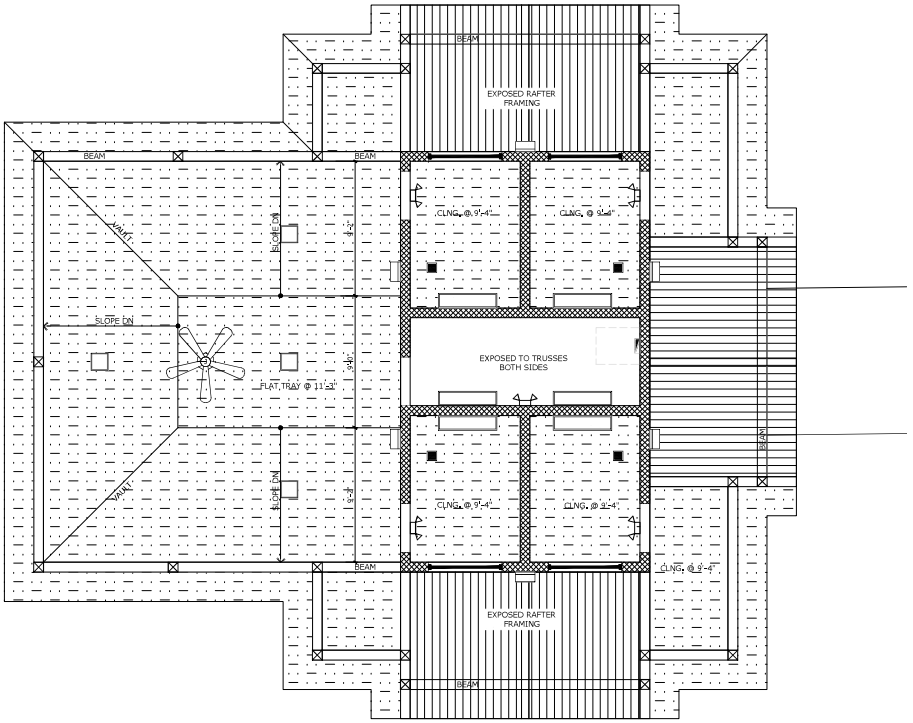
Floor Plan + Notes

RCP LEGEND

- Ventilated Stucco Eave & Ceiling (Medium Texture Finish)
- Exposed Decking
- Vandal Resistant Low Bay Luminare
- Exhaust Fan- See Mech. Schedule
- Ceiling-Mounted Junction Box Provide Blocking as Required
- Vandal Resistant Exterior Wall Pack Light Fixture
- Vandal Resistant Wall-Mount Emergency Light
- 1x4 Wall-Mount Light Fixture
- Ceiling Mounted Fan-Hamilton Bay Exterior Grade-Final Selection by City

GENERAL NOTES

1. Provide vapor resistant light fixtures at all locations.
2. Refer to Lighting Plans for exact light fixture locations and full Scope of Work.



1 - REFLECTED CEILING PLAN

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

N

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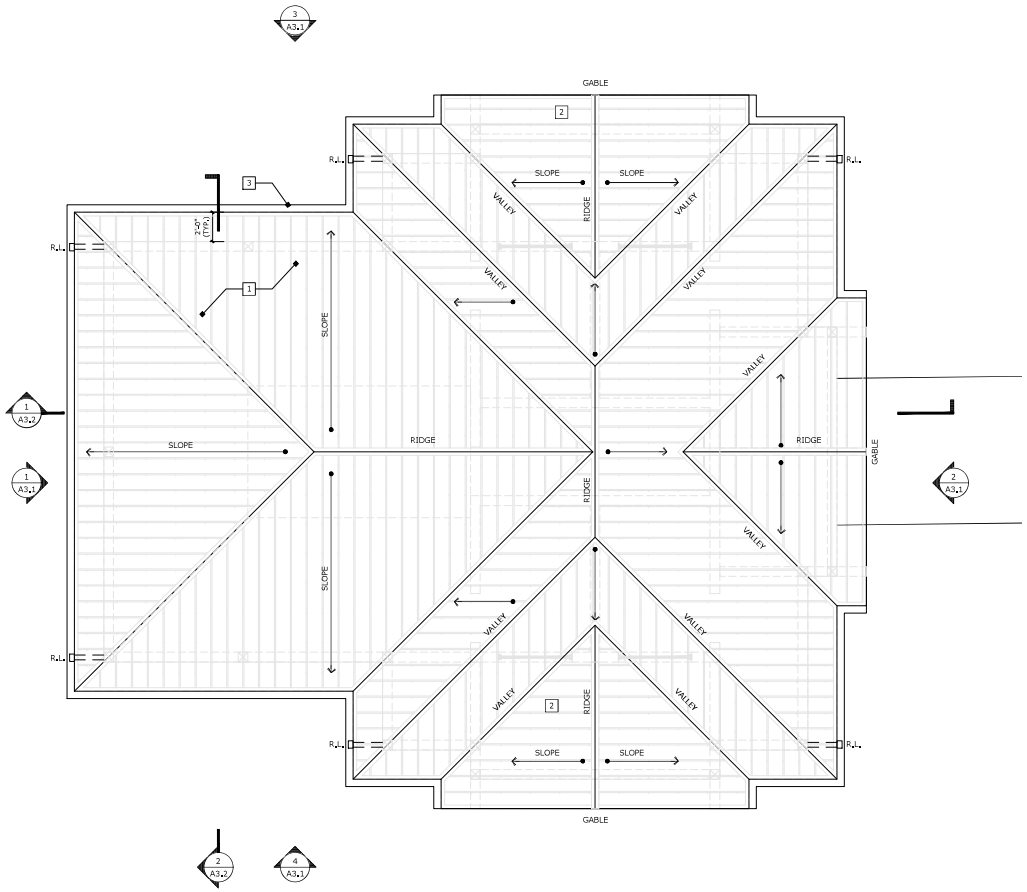
Reflected Ceiling Plan

ROOFING SPECIFICATION

Roofing shall be metal roofing over peel-n-stick roof membrane (or approved equal) over exterior plywood roof sheathing. Refer to Structural Drawings for thickness and nailing pattern. Install roofing as per manufacturer specifications and Product Approval Requirements.

KEY NOTES

1. New pre-engineered wood roof trusses. See Structural Drawings. Provide metal roofing product over peel-n-stick roof underlayment. Install as per Product Approval attachment requirements (See Cover Sheet for product selection).
2. Open rafter roof structure below. See Structural Drawings.
3. Continuous 6x6 gutters down with 4x6 rain leaders, discharge to grade. Refer to Civil Drawings for grading + drainage.



1 - ROOF PLAN

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

N

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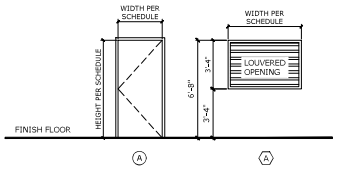
Roof Plan

ⓧ LOUVER SCHEDULE

MARK TYPE	SIZE		ROUGH OPENING		MUTTONS		FINISH		MANUFACTURER (STYLE)	MODEL #/SERIES	TYPE	NOTES: (SEE BELOW)
	WIDTH	HEIGHT	WIDTH	HEIGHT	COLOR	ELEV.	WINDOW	HARDW.				
A	1'-0"	7'-1"	VERIFY	VERIFY	-	A	FAC	FAC	LOUVER	-	LOUVEP	1,2,3,4

NOTES

1. IMPACT RESISTANT ACCE: SEE PRODUCT APPROVAL AS APPLICABLE, SEE DETAILS PROVIDED BY MANUFACTURER.
2. MANUFACTURER OR APPROVED EQUAL, SUBMIT ALTERNATES TO ARCHITECT FOR APPROVAL, REFER TO CO-EP SHEET FOR SELECTED PRODUCTS.
3. VERIFY ROUGH OPENING SIZES WITH MANUFACTURER PRIOR TO CONSTRUCTION.
4. INSTALL ALL WINDOWS AS PER PRODUCT APPROVAL AND MANUFACTURER SPECIFICATIONS.



2 - DOOR + LOUVER ELEVATIONS

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

XXX FINISH SCHEDULE

ROOM NO.	ROOM NAME	FLOOR	WALL BASE	WALLS				OTHER FINISHES	CEILINGS		NOTES: (SEE BELOW)
		TYPE	TYPE	N	E	S	W		MAT.	HT./A.F.F.	
101	PAVILION	BFC	-	-	-	BF	-	-	ST	VARIES	1,2,3,4
102	MEN'S R.R.	DQ	DQ	PSF	PSF	PSF	PSF	-	ST	9'-0"	1,2,3,4
103	FAMILY R.R.	DQ	DQ	PSF	PSF	PSF	PSF	-	ST	9'-0"	1,2,3,4
104	UTILITY	BFC	-	UNFIN.	UNFIN.	UNFIN.	UNFIN.	-	OPEN	OPEN	1,2,3
105	WOMEN'S R.R.	DQ	DQ	PSF	PSF	PSF	PSF	-	ST	9'-0"	1,2,3,4
106	FAMILY R.R.	DQ	DQ	PSF	PSF	PSF	PSF	-	ST	9'-0"	1,2,3,4
107	WALKWAY	BFC	-	ST	ST	ST	ST	-	ST/EXP.	9'-0" VAULT	1,2,3,4

FINISH LEGEND

BFC	BROOM FINISHED CONCRETE	UNFIN.	UNFINISHED WALLS	EXP	EXPOSED WOOD CEILING,PTD
DQ	DURA-QUARTZ W/ 6" INTEGRAL BASE - COLOR SEL, BY OWNER	ST	PAINTED STUCCO		
		PSF	EPOXY PAINTED STUCCO FINISH (SMOOTH)		

NOTES

1. FINISH CLASSIFICATION IS FOR WALL, CEILING, AND FLOOR FINISHES:

   INTERIOR WALL & CEILING FINISH REQUIREMENTS AS PER TABLE 803:

	AREA	OCCUPANCY
	ROOMS & ENCLOSED SPACES	CLASS C

   FLOOR FINISH CLASSIFICATION SHALL BE CLASS II OR GREATER AS PER FBC SECTION 804

2. FLAME SPREAD AND SMOKE DEVELOPED INDEX FOR ALL FINISHES AS LISTED BELOW:

   CLASS A FLAME SPREAD INDEX 0-25, SMOKE DEVELOPED INDEX 0-450
   CLASS B FLAME SPREAD INDEX 26-75, SMOKE-DEVELOPED INDEX 0-450
   CLASS C FLAME SPREAD INDEX 76-200, SMOKE-DEVELOPED INDEX 0-450

   FLOOR FINISH CLASSIFICATION SHALL BE CLASS II OR GREATER AS PER FBC SECTION 804.

3. PROVIDE (1) COAT OF PRIMER ON ALL WALLS AS APPLICABLE WITH (2) COATS PAINT.
4. COLORS SELECTED BY THE CITY

BFC	BROOM FINISHED CONCRETE	PSF		PLY	PAINTED 5/8" PLYWOOD
CPT	CARPET W/ PAD (SEL. BY OWNER)			SRB	SHELL ROCK TILE
PC	POLISHED CONCRETE	STUCCO	SEE ELEVATIONS FOR CHARACTER		

ⓟ DOOR SCHEDULE

DOOR NO.	SIZE			DOOR				FRAME			NOTES: (SEE BELOW)
	WIDTH	HEIGHT	THICK	MAT.	FINISH	HDWE.	TYPE	ELEV.	VEN.	MAT.	FINISH	THOLD	
102	3'-0"	6'-8"	1.75	MTL	PTD	1	FLUSH (WIDWING IMPACT	A	-	MTL	PTD	AL	1,2,3,4
103	3'-0"	6'-8"	1.75	MTL	PTD	1	FLUSH (WIDWING IMPACT	A	-	MTL	PTD	AL	1,2,3,4
104	3'-0"	6'-8"	1.75	MTL	PTD	2	FLUSH (WIDWING IMPACT	A	-	MTL	PTD	AL	1,2,3,4
105	3'-0"	6'-8"	1.75	MTL	PTD	1	FLUSH (WIDWING IMPACT	A	-	MTL	PTD	AL	1,2,3,4
106	3'-0"	6'-8"	1.75	MTL	PTD	1	FLUSH (WIDWING IMPACT	A	-	MTL	PTD	AL	1,2,3,4

HARDWARE LEGEND

NO. 1
5.0 BALL BEARING HINGES
1 PR. PASSAGE HARDWARE
AUTO-CLOSER
HOLD OPEN DEVICE
WEATHER STRIPPING
DOOR PUSH & KICK PLATE
1 KEYED EXT. DEADBOLT
1 PR. HOOK ON INSIDE OF DOOR

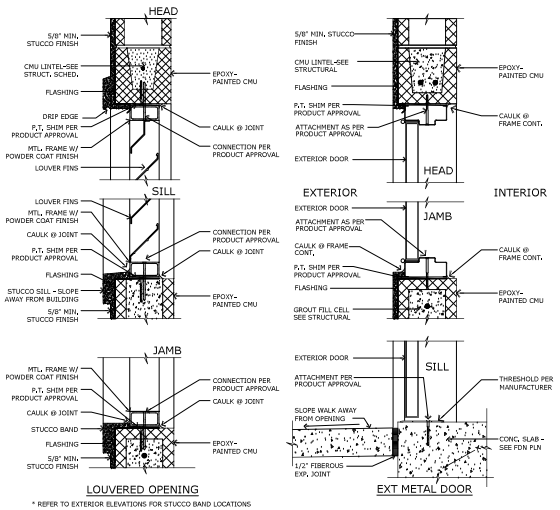
NO. 2
5.0 BALL BEARING HINGES
1 PR. PASSAGE HARDWARE
AUTO-CLOSER
HOLD OPEN DEVICE
WEATHER STRIPPING
DOOR PUSH & KICK PLATE
KEYED EXT. DEADBOLT

DOOR LEGEND

SCW	STAINED, SOLID CORE WOOD	MTL	METAL DOOR FRAME, WELDED	PTD	PAINTED
SCM	SOLID CORE METAL	WD	WOOD DOOR FRAME	GL	TEMPERED GLASS DOOR
HCM	HOLLOW CORE METAL	FAC	FACTORY FINISH	AL	ALUMINUM
HCW	HOLLOW CORE WOOD	MFR	MANUFACTURER RECOMMENDED		

NOTES

1. ALL EXIT DOORS SHALL COMPLY WITH FBC 2023.
2. SEE PRODUCT APPROVAL FOR PRECONFIGURED HARDWARE. SHALL BE MORTISE LOCK/LATCH BOLT. ALL SPECIFIED HARDWARE SHALL BE COMMERCIAL GRADE STAINLESS STEEL.
3. ALL DOORS AND DOOR FRAMES SHALL BE PAINTED TO MATCH WALL COLOR.
4. GROUT ALL THRESHOLDS.
5. CAULK AROUND ALL DOOR FRAMES.
6. PROVIDE TACTILE SIGNAGE AT EACH EXIT DOOR. SIGNAGE TO BE MOUNTED ON LATCH 60" A.F.F. TACTILE SIGNAGE READ "WOMAN", "MEN" OR "FAMILY" (1) PER BATHROOM.
7. WEATHERSTRIP AT EACH EXTERIOR DOOR.



1 - HSJ DETAILS

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

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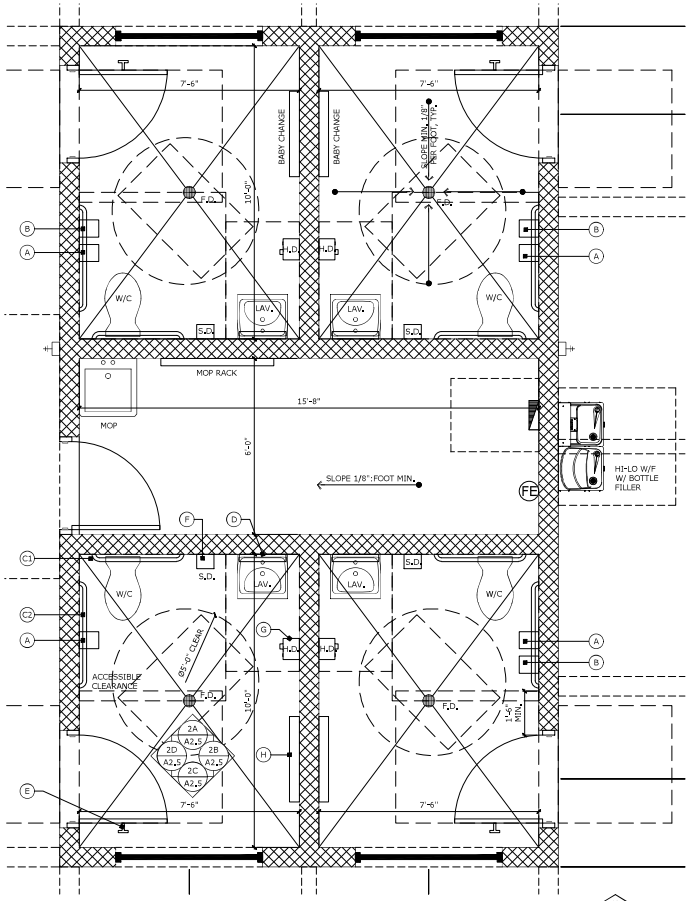
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Rev. #	Date

Project Number	24-0978
Status	100% BID SET
Issue date	04-Jul-25
Sheet	A2.4

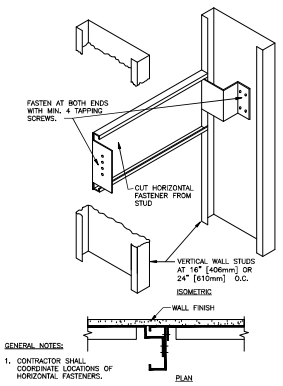
Schedules + Details



1 - ENLARGED RESTROOM PLAN

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

N



GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE LOCATIONS OF HORIZONTAL FASTENERS.

3 - GRAB BAR MOUNTING DETAIL

SCALE: NTS

603 Toilet and Bathing Rooms

2. Where the toilet room or bathing room is for individual use and a clear floor space comply with 305.3 is provided within the room beyond the arc of the door swing, doors shall be permitted to swing into the clear floor space or clearance required for any fixture.

ACCESSORY SCHEDULE

MARK	DESCRIPTION	MOUNTING	MFR/MODEL NO.
A	MULTI-ROLL TOILET TISSUE DISPENSER	SURFACE	BOBRICK B-2888
B	FEMININE HYGIENE DISPOSAL	SURFACE	BOBRICK B-270
C1	GRAB BAR - TOILET	SURFACE	BOBRICK B-5806 x 36
C2	GRAB BAR - TOILET	SURFACE	BOBRICK B-5806 x 42
D	MIRROR - TILTED POSITION TILT	SURFACE	BOBRICK B-293 1836
E	COAT HOOK (LOW PROFILE)	SURFACE	BOBRICK B-212 (BACK OF EACH TOILET DOOR)
F	SOAP DISPENSER	SURFACE	AUTOMATIC - SEE MEP
G	HAND DRYER	SURFACE	AUTOMATIC - SEE MEP
H	BABY CHANGING STATION	SURFACE	KB300-SS

NOTE: REFER TO PLUMBING SCHEDULE FOR FIXTURES

ACCESSIBLE SIGNAGE TEXT REQUIREMENTS

CHARACTER PROPORTIONS
LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH TO HEIGHT RATIO BETWEEN 1:5 AND 1:10. UTILIZING AN UPPER CASE 'X' FOR MEASUREMENT.

CHARACTER HEIGHT:
SEE LETTER AND NUMBER HEIGHT CHART BELOW.
-EXCEPTION CHARACTER HEIGHT SHALL BE 5/8" HIGH MINIMUM FOR BUILDING DIRECTORIES

FINISH AND CONTRAST:
THE CHARACTERS, SYMBOLS AND BACKGROUND OF SIGNS SHALL BE EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH. characters AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND, WITH EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.

RAISED CHARACTERS AND SYMBOLS:
CHARACTER AND SYMBOLS ON TACTILE SIGNS SHALL BE RAISED 1/32" MINIMUM. RAISED CHARACTERS AND SYMBOLS SHALL BE IN UPPERCASE CHARACTER. RAISED CHARACTERS AND SYMBOLS SHALL BE 5/8" HIGH MINIMUM AND 2" MAXIMUM. RAISED CHARACTERS AND SYMBOLS SHALL BE ACCOMPANIED BY BRAILLE IN ACCORDANCE WITH THE PROVISIONS OUTLINED BELOW.

BRAILLE:
BRAILLE SHALL BE SEPARATED 1/2" MINIMUM FROM THE CORRESPONDING RAISED CHARACTERS OR SYMBOLS. BRAILLE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS FOR ELEVATOR CONTROLS SHALL BE PLACED 3/16" MINIMUM BELOW THE CORRESPONDING CHARACTERS OR SYMBOLS. BRAILLE SHALL BE GRADE II AND SHALL CONFORM TO THE SPECIFICATION "800, NATIONAL LIBRARY SERVICE, LIBRARY OF CONGRESS."

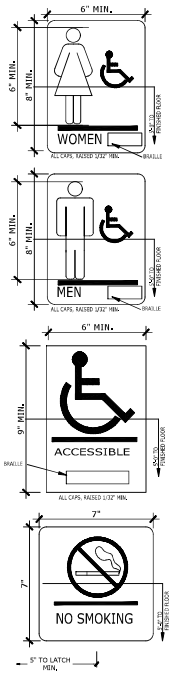
LOCATION OF TACTILE SIGNAGE:
TACTILE SIGNAGE SHALL BE LOCATED ALONGSIDE THE DOOR ON THE LATCH SIDE AND SHALL BE MOUNTED AT 60" ABOVE THE ADJACENT FINISHED FLOOR TO THE CENTERLINE OF THE SIGN. IN LOCATIONS HAVING DOUBLE DOORS TACTILE SIGNS SHALL BE MOUNTED TO THE RIGHT OF THE RIGHT HAND DOOR WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE OF THE DOOR INCLUDING DOUBLE LEAF DOORS, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL.

GENERAL NOTE:
ANY ADDITIONAL TEXT REQUIRED DUE TO LOCAL ORDINANCES (FINES FOR PARKING IN ACCESSIBLE SPACE, ETC.) SHALL COMPLY WITH THE SIGNAGE REQUIREMENTS ABOVE.



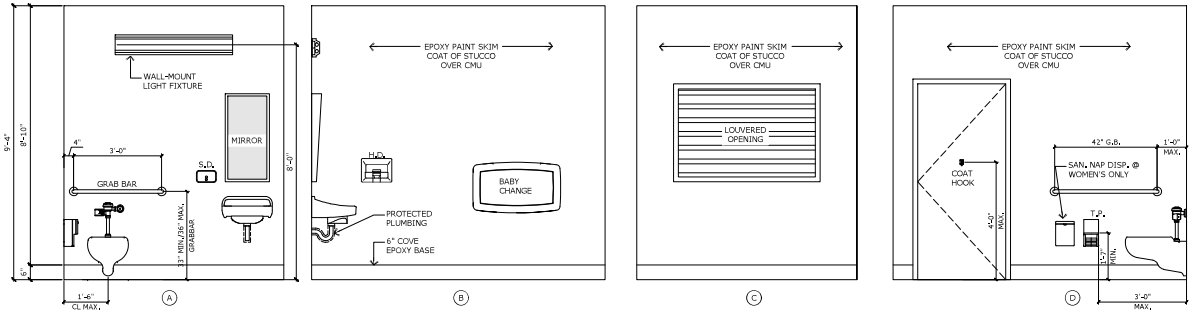
PROPORTIONS OF THE INTERNATIONAL SYMBOL OF ACCESSIBILITY

LETTER AND NUMBER HEIGHTS	
HEIGHT ABOVE FLOOR/ GROUND,	MINIMUM CHARACTER HEIGHT:
MORE THAN 80"	3"
MORE THAN 60" BUT NOT MORE THAN 80"	2"
MORE THAN 48" BUT NOM MORE THAN 60"	1"



4 - ACCESSIBLE SIGNAGE DETAILS

SCALE: NOT TO SCALE



2 - TYP. INTERIOR ELEVATIONS

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

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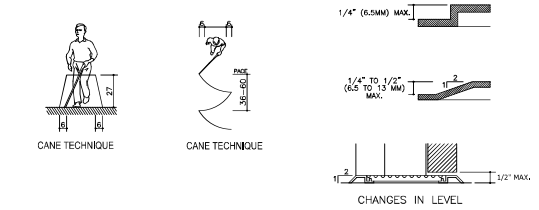
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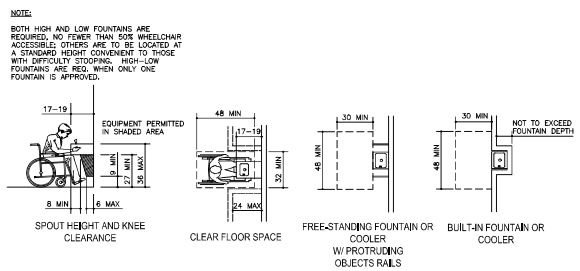
Project Number	24-0978
Status	100% BID SET
Issue date	04-Jul-25
Sheet	A2.5

Enlarged Restroom Plan



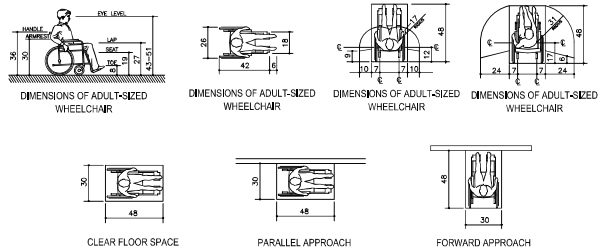
1 ACCESSIBLE ROUTE

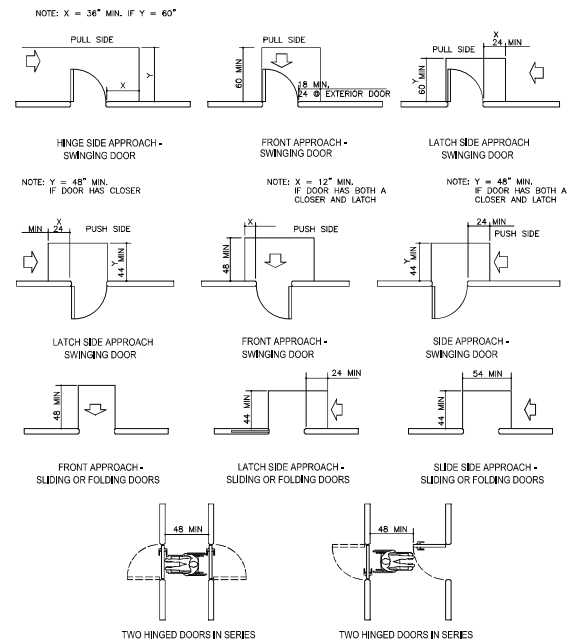
NTS



4 DRINKING FOUNTAINS

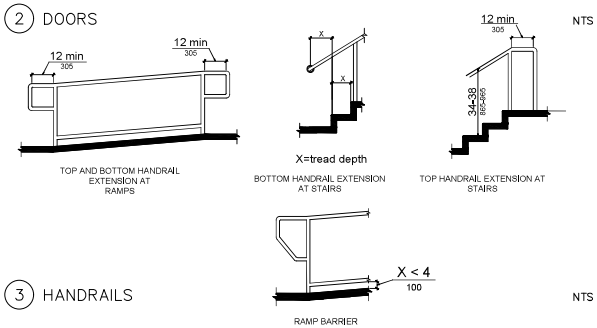
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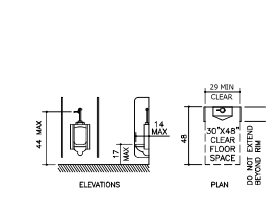
2 DOORS

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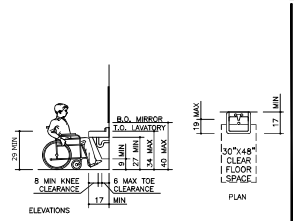
3 HANDRAILS

NTS



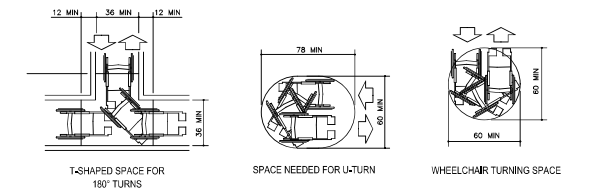
5 URINALS

NTS



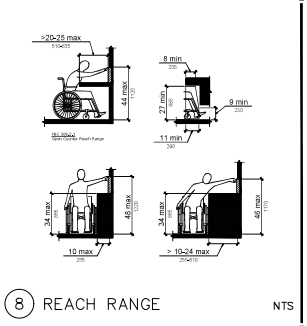
6 LAVATORIES & MIRRORS

NTS



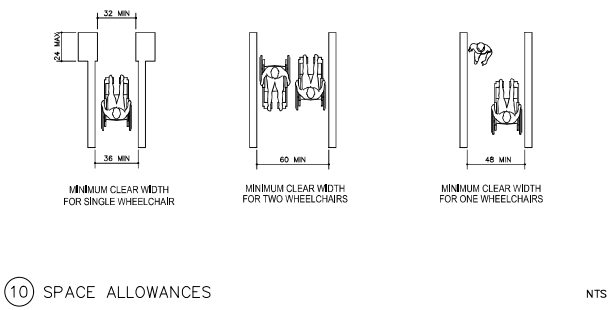
7 TOILET STALLS

NTS



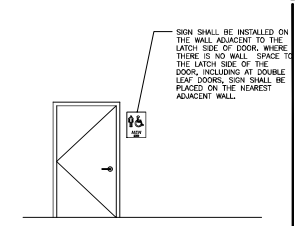
8 REACH RANGE

NTS



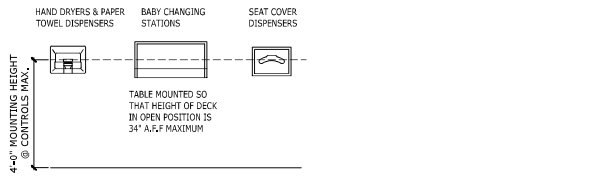
10 SPACE ALLOWANCES

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9 SIGNAGE

NTS



11 TOILET ACCESSORIES

NTS

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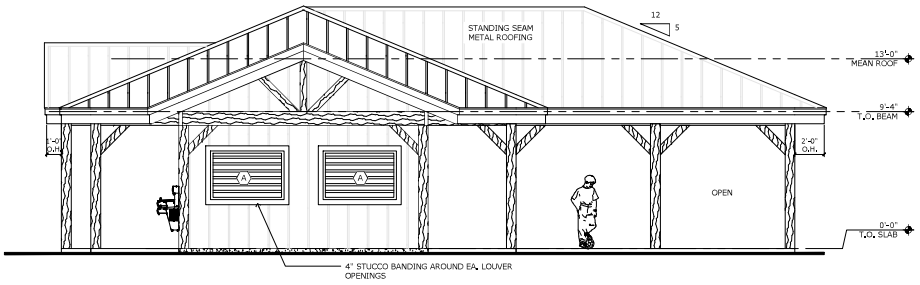
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ADA Details

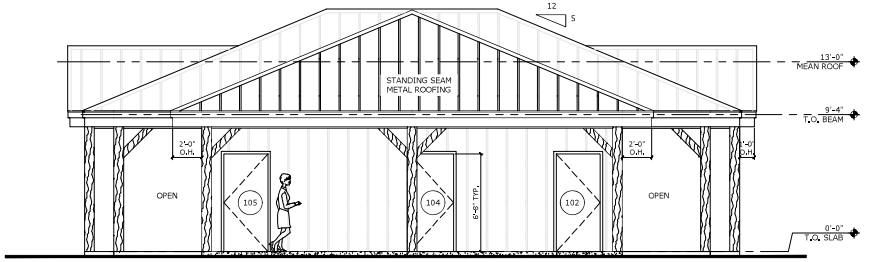
GENERAL NOTES

1. All exterior windows and doors shall be hurricane impact resistant.
2. All louvers and door headers shall align.
3. See Door & Louver Schedule for all sill & head heights.
4. Refer to Structural Drawings for all foundation details, required reinforcing, + foundation wall configuration.
5. See Structural Drawings for lintel loading schedule.
6. See Roof Plan for roofing slopes + scheduled materials.



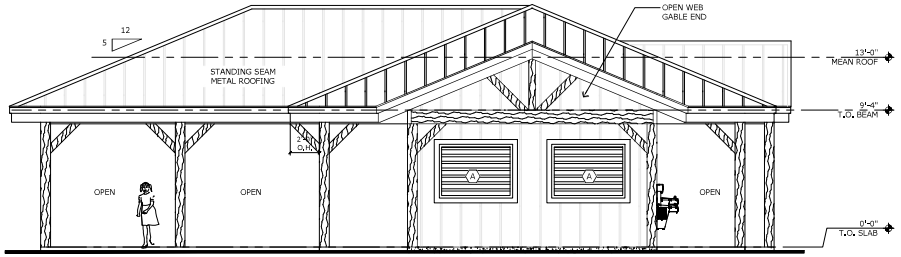
3 - EAST ELEVATION

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



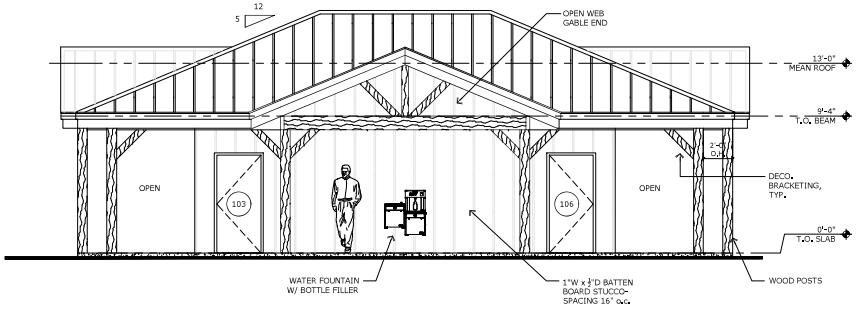
1 - NORTH ELEVATION

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



4 - WEST ELEVATION

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



2 - SOUTH ELEVATION

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

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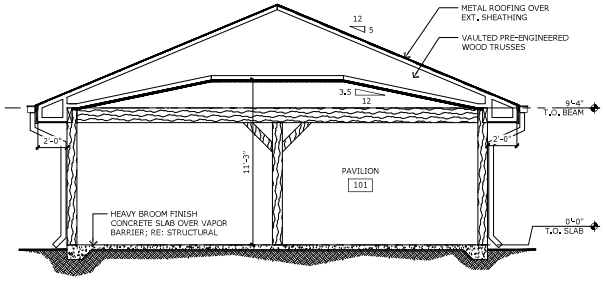
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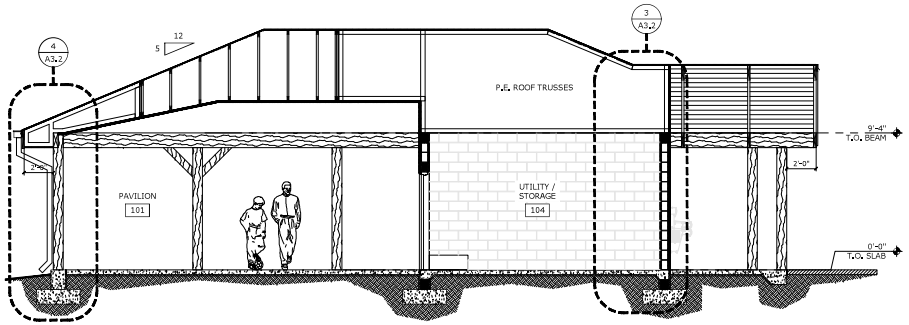
Project Number	24-0978
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Sheet	A3.1

Exterior Elevations



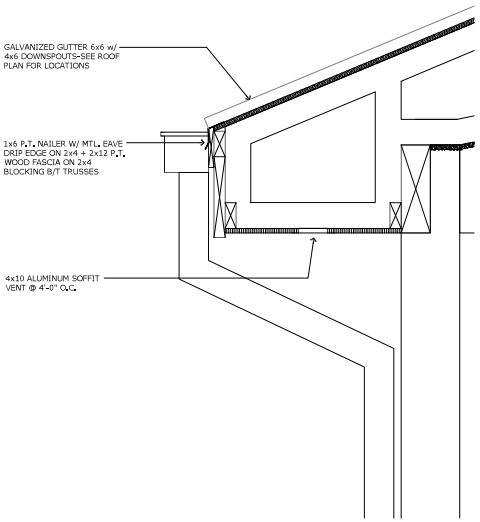
2 - BUILDING SECTION

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



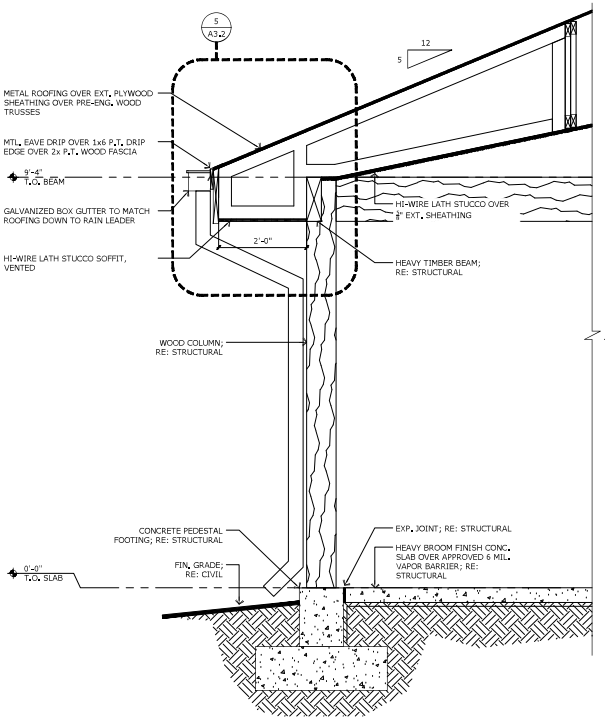
1 - BUILDING SECTION

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



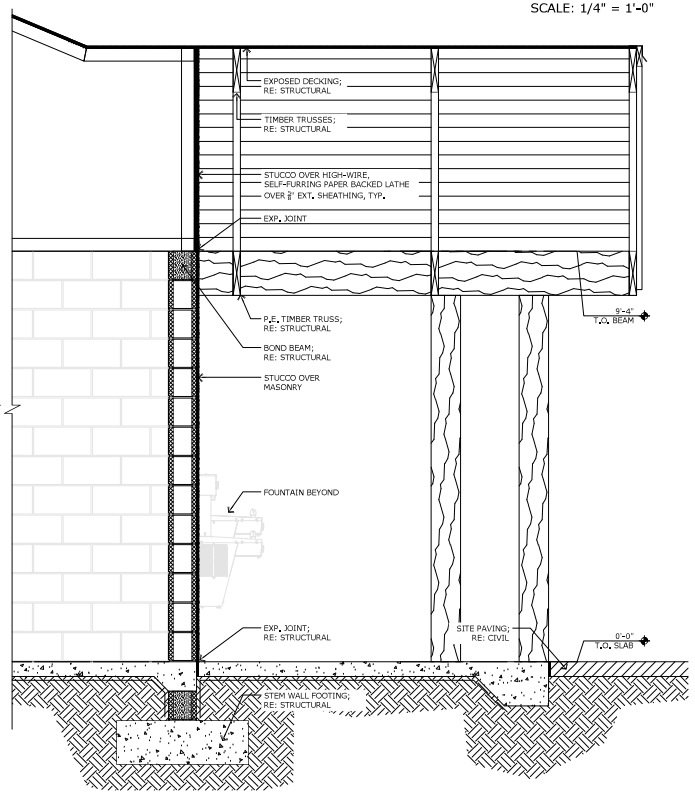
5 - FASCIA DETAIL

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



4 - WALL SECTION

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



3 - WALL SECTION

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

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Building + Wall Sections

ABBREVIATIONS

AB	ANCHOR BOLTS	IJ	ISOLATION JOINT
ABV	ABOVE	IN	INCH / INCHES
ACI	AMERICAN CONCRETE INSTITUTE	INCL	INCLUDING
ADD'L	ADDITIONAL	INFO	INFORMATION
ADJ	ADJACENT	INT	INTERIOR
AFF	ABOVE FINISHED FLOOR	JST	JOIST
AFG	ABOVE FINISH GRADE	L	LENGTH, LOW, ANGLE SECTION
AGG	AGGREGATE	L_d	DEVELOPMENT LENGTH
AHU	AIR HANDLING UNIT	LE	LEFT END
ALT	ALTERNATE	LF	LINEAR FOOT
ANCR	ANCHOR	LG	LONG
ANG	ANGLE	LIN	LINEAR
APPD	APPROVED	LL	LIVE LOAD
APPROX.	APPROXIMATE	LLH	LONG LEG HORIZONTAL
AR	ANCHOR ROD	LLV	LONG LEG VERTICAL
ARCH	ARCHITECT, ARCHITECTURAL	LNTL	LINTEL
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS	LONG	LONGITUDINAL
ASTM	ASTM INTERNATIONAL	LPT	LOW POINT
AVG	AVERAGE	LSH	LONG SIDE HORIZONTAL, LONG SLOTTED HOLE
B	BASE	LSV	LONG SIDE VERTICAL
BKT	BRACKET	M	MID-DEPTH
BLDG	BUILDING	MATL	MATERIAL
BLKG	BLOCKING	MAX	MAXIMUM
BM	BEAM	MECH	MECHANICAL
BO, B/	BOTTOM OF	MEP	MECHANICAL, ELECTRICAL AND PLUMBING
BOT	BOTTOM	MEZZ	MEZZANINE
BRG	BEARING	MFR	MANUFACTURER
BS	BOTH SIDES	MID	MIDDLE
BTWN	BETWEEN	MIN	MINIMUM
C	CHANNEL, CENTER	MISC	MISCELLANEOUS
CANT	CANTILEVER	MTL	METAL
CAP	CAPACITY	MW	MASONRY WALL
CB	CONCRETE BEAM	N	NORTH
CC	CENTER TO CENTER	N/A	NOT APPLICABLE
CIP	CAST IN PLACE	NE	NORTHEAST
CJ	CONTROL JOINT	NO	NUMBER
CL	CENTERLINE	NOM	NOMINAL
CLG	CEILING	N-S	NORTH SOUTH
CLR	CLEAR/ CLEARANCE	NS	NEAR SIDE
CMU	CONCRETE MASONRY UNIT(S)	NTS	NOT TO SCALE
COL	COLUMN	NW	NORTHWEST
CONC	CONCRETE	NWT	NORMAL WEIGHT
COND	CONDITION(S)	OC	ON CENTER
CONFIG	CONFIGURATION	OH	OPPOSITE HAND
CONN	CONNECTION	OPNG	OPENING
CONST	CONSTRUCTION	OPP	OPPOSITE
CONT	CONTINUOUS	PERP	PERPENDICULAR
COORD	COORDINATE	PL	PLATE, PLAN, PROPERTY LINE
CTR	CENTER, COUNTER	PLF	POUNDS PER LINEAR FOOT/FEET
CW	CONCRETE WALL	PLYWD	PLYWOOD
D	DEEP, DEPTH	PREFAB	PREFABRICATED
DBL	DOUBLE	PRELIM	PRELIMINARY
DEG	DEGREE	PSF	POUNDS PER SQUARE FOOT
DEMO	DEMOLISH / DEMOLITION	PSI	POUNDS PER SQUARE INCH
DEPT	DEPARTMENT	QTY	QUANTITY
DET	DETAIL	R	RISER, RADIUS
DIA	DIAMETER	RC	REINFORCED CONCRETE
DIAG	DIAGONAL	RE	RIGHT END
DIM	DIMENSION	REF	REFERENCE
DN	DOWN	REINF	REINFORCED / REINFORCEMENT
DWG	DRAWING	REQD	REQUIRED
DWL	DOWEL	REQMTS	REQUIREMENTS
E	EAST	REV	REVISION
EA	EACH	RFI	REQUEST FOR INFORMATION
EB	EXPANSION BOLT	RO	ROUGH OPENING
EE	EACH END	S	SOUTH
EF	EACH FACE	SCHED	SCHEDULE
EL	ELEVATION	SE	SOUTHEAST
ELEC	ELECTRIC / ELECTRICAL	SECT	SECTION
EMBD	EMBEDMENT	SF	SQUARE FOOT / SQUARE FEET
EOR	ENGINEER OF RECORD	SHT	SHEET
EOS	EDGE OF SLAB	SIM	SIMILAR
EOD	EDGE OF DECK	SJ	SAW JOINT
EQ	EQUAL	SL	SLOPE
ES	EACH SIDE	SLV	SLEEVE
EW	EACH WAY	SOG	SLAB ON GRADE
EXIST	EXISTING	SPA	SPACING
EXT	EXTERIOR/EXTENSION	SPEC	SPECIFICATION
FBC	FLORIDA BUILDING CODE	SQ	SQUARE
FD	FLOOR DRAIN	SS	STAINLESS STEEL
FDN	FOUNDATION	SSH	SHORT SLOTTED HOLE, SHORT SIDE HORIZONTAL
FF	FINISHED FLOOR, FAR FACE	STD	STANDARD
FF	FACE TO FACE	STL	STEEL
FIN	FINISH	STIFF	STIFFENER
FLR	FLOOR	STRUCT	STRUCTURE / STRUCTURAL
FWG	FRAMING	SW	SOUTHWEST, SHEARWALL, SWITCH
FO	FACE OF	SYM	SYMMETRICAL
FS	FAR SIDE	T&B	TOP AND BOTTOM
FT	FOOT / FEET	TB	TIE BEAM
FTG	FOOTING	TBD	TO BE DETERMINED
GA	GAUGE	TE	THICKEND EDGE
GALV	GALVANIZED	TEMP	TEMPORARY, TEMPERATURE
GC	GENERAL CONTRACTOR	THK	THICK, THICKNESS
GYP BD	GYPSUM BOARD	THRU	THROUGH
H	HIGH	TO, T/	TOP OF
HD	HOT DIP, HEAD, HEAVY DUTY	TYP	TYPICAL
HDR	HEADER	UON	UNLESS OTHERWISE NOTED
HDS	HEADED STUD	VERT	VERTICAL
HGR	HANGER	VIF	VERIFY IN FIELD
HK	HOOK	W	WIDE, WIDTH
HORIZ	HORIZONTAL	W/	WITH
HPT	HIGH POINT	WD	WOOD
HSS	HOLLOW STRUCTURAL SECTION	WWR	WELDED WIRE REINFORCING

SHEET LIST

NUMBER	NAME	ISSUE DATE	REVISION	REVISION DATE
S0.1	STRUCTURAL GENERAL NOTES	07/11/2025		
S0.2	STRUCTURAL GENERAL NOTES	07/11/2025		
S0.3	COMPONENTS AND CLADDING	07/11/2025		
S1.1	FOUNDATION PLAN	07/11/2025		
S1.2	ROOF FRAMING PLAN	07/11/2025		
S3.1	SECTIONS	07/11/2025		
S5.1	FOUNDATION TYPICAL DETAILS	07/11/2025		
S5.2	CMU TYPICAL DETAILS	07/11/2025		
S5.3	FRAMING TYPICAL DETAILS	07/11/2025		

SYMBOL LEGEND

SECTION MARK — DRAWING REVISION MARK

ELEVATION INDICATOR

CALLOUT MARK — WF# CONTINUOUS WALL FOOTING MARK

F1 ISOLATED COLUMN FOOTING MARK

VIEW REFERENCE MARK — TIMBER POST / COLUMN MARK

XW# WALL MARK

XB-# CONCRETE BEAM MARK

NORTH ARROW — WBX WOOD / TIMBER BEAM MARK

T1 TRUSS MARK

STRUCTURAL GENERAL NOTES

PART 1 - STRUCTURAL DESIGN CRITERIA

APPLICABLE CODES AND STANDARDS

1. 2023 FLORIDA BUILDING CODE (FBC)
2. ASCE 7-22 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES W/ SUPPLEMENT NO. 1
3. ACI 318-19 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
4. ACI 315 MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES
5. AITC 117-10 STANDARD SPECIFICATIONS FOR STRUCTURAL GLUED LAMINATED TIMBER OF SOFTWOOD SPECIES
6. ANSI/AWC NDS - 2018 NATIONAL DESIGN OF SPECIFICATION FOR WOOD CONSTRUCTION W/ 2015 NDS SUPPLEMENT
7. ANSI/AWC SDPWS - 2015 SPECIAL DESIGN PROVISIONS FOR WIND AND SEISMIC
8. ASTM MATERIAL STANDARDS AS NOTED.
9. TMS 402-2016 BUILDING CODE FOR MASONRY STRUCTURES

DESIGN LOAD DATA

1. SUPERIMPOSED DESIGN GRAVITY LOADS

DESCRIPTION	LIVE LOAD (PSF)	DEAD LOAD (PSF)
GROUND	100	35
ROOF	20	30

2. WIND DESIGN DATA
   - A. ULTIMATE DESIGN WIND SPEED — V_{ult} = 160 MPH
   - B. NOMINAL DESIGN WIND SPEED — V_{asd} = 124 MPH
   - C. RISK CATEGORY — II
   - D. WIND EXPOSURE — C
   - E. INTERNAL PRESSURE COEFFICIENT — ±0.18

PART II CONSTRUCTION NOTES

GENERAL

1. THE FOLLOWING REQUIREMENTS TOGETHER WITH THE PROJECT PLANS AND SPECIFICATIONS SHALL APPLY TO THE STRUCTURES IN THIS CONTRACT. NOTES ON THE INDIVIDUAL DRAWINGS SHALL TAKE PRIORITY OVER GENERAL STRUCTURAL NOTES HEREIN.
2. TYPICAL NOTES AND DETAILS SHOWN ON STRUCTURAL TYPICAL DETAILS SHALL BE APPLICABLE TO ALL PARTS OF THE STRUCTURAL WORK EXCEPT WHERE SPECIFICALLY REQUIRED OTHERWISE ON THE CONTRACT DOCUMENTS. DETAILS NOT SPECIFICALLY SHOWN SHALL BE SIMILAR TO THOSE SHOWN FOR THE MOST NEARLY SIMILAR CONDITION ON THE DRAWINGS AS DETERMINED BY THE ENGINEER.
3. STRUCTURAL DRAWINGS SHOULD NOT BE SCALED, PRINTED DIMENSIONS TAKE PRECEDENCE OVER SCALED DRAWINGS AND LARGE SCALE DETAILS OVER SMALL SCALE.
4. FOUNDATIONS REFER TO THE PLAN SHEETS.
5. IN THE EVENT OF A GRID LINE DIMENSION CONFLICT, THE ARCHITECTURAL DRAWINGS SHALL GOVERN AND THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF SUCH A CONFLICT TO DETERMINE IMPACT ON STRUCTURAL PERFORMANCE.
6. LOADS ON THE STRUCTURE SHALL NOT EXCEED THE DESIGN LOADS INDICATED IN THE DRAWINGS.
7. ALTERNATES FOR SPECIFIED ITEMS MAY BE SUBMITTED TO THE ENGINEER FOR APPROVAL, CONTRACTOR SHALL BUDGET FOR ASSOCIATED ENGINEERING FEES FOR REVIEWING THESE SUBMITTALS.
8. UNLESS NOTED OTHERWISE, TESTING AND INSPECTION SERVICES CALLED FOR SHALL BE PAID BY THE OWNER, AND ARE NOT PART OF THE BASIC DESIGN SERVICES OF THE STRUCTURAL ENGINEER.

NON-STRUCTURAL ITEMS SHOWN ON DRAWINGS

1. THE FOLLOWING NON-STRUCTURAL ITEMS MAY BE SHOWN ON THE STRUCTURAL AND/OR FOUNDATION DRAWINGS FOR THE PURPOSE OF CLARITY IN INTERFACE WITH STRUCTURAL AND/OR FOUNDATION WORK. ITEMS BELOW MAY NOT BE FULLY DEFINED ON THE STRUCTURAL/FOUNDATION DRAWINGS, THE INFORMATION FOR NON-STRUCTURAL ELEMENTS IS FURNISHED BY OTHER CONSULTANTS AS LISTED BELOW, ALL RFI AND SHOP DRAWINGS RELATED TO THESE NON-STRUCTURAL ITEMS SHALL BE SUBMITTED TO THE CONSULTANTS LISTED BELOW FOR THEIR REVIEW AND APPROVAL

CIVIL ENGINEER:
- PAVEMENT INCLUDING MIX DESIGN AND REINFORCEMENT
- WALL AND UNDERSLAB DRAINAGE SYSTEM, INCLUDING SUMP PITS, GRAVEL & PIPING, CLEANOUTS
- RETENTION/DETENTION PONDS
- GRADING

ARCHITECT OF RECORD:
- SUMP PITS
- WATERPROOFING/DAMPPROOFING APPLIED TO EXPOSED SURFACES, ELEVATOR OR SUMP PIT INTERIOR SURFACES
- PAINT
- FIREPROOFING
- CONCRETE CURBS: HEIGHT, WIDTH, EXTENT, LOCATION
- BRICK, BLOCK, TILE MASONRY, METAL PANELS, PRECAST FACADE PANELS, CURTAIN WALLS AND ALL OTHER FACADE SYSTEMS
- ROOFING SYSTEMS, DRAIN LOCATIONS, SLOPES TO DRAINS
- FILLS, INSULATION, PAVERS OR GRAVEL
- FLOATING/SECONDARY SLABS

MECHANICAL, ELECTRICAL, & PLUMBING ENGINEERS:
- HVAC EQUIPMENT
- EQUIPMENT SUPPORT CURBS
- GENERATORS
- DUCTS & PIPES FOR PENETRATIONS IN STRUCTURE
- SUMP PUMPS
- FIRE SPRINKLERS

COORDINATION

1. THE STRUCTURAL DRAWINGS ARE PART OF THE CONSTRUCTIONS DOCUMENTS AND DO NOT PROVIDE ALL THE INFORMATION TO PROPERLY COMPLETE THE PROJECT STRUCTURE. THE CONTRACT DOCUMENTS CONSIST OF DRAWINGS AND DESIGN INFORMATION PREPARED BY MULTIPLE DISCIPLINES AND MUST BE USED AS A WHOLE AND IN COORDINATION WITH EACH OTHER.
2. REFER TO THE ARCHITECTURAL DRAWINGS FOR ELEVATIONS, DOORS, WINDOW, NON-LOAD BEARING WALLS, CURTAIN WALLS, ELEVATORS, STAIRS, SLOPES, CURBS, DRAINS, DEPRESSIONS, RAILINGS, WATERPROOFING, FINISHES, ETC. NOT INCLUDED IN THE STRUCTURAL DRAWINGS.
3. STRUCTURAL DRAWINGS AND SPECIFICATIONS SHALL BE USED IN CONJUNCTION WITH THE CIVIL, ARCHITECTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS AND SPECIFICATIONS FOR LOCATION AND SIZE OF OPENINGS, BLOCKOUTS, FLOOR DEPRESSIONS, CURBS, EMBEDDED SLEEVES AND INSERTS, SPECIAL FLOOR FINISHES, DOOR THRESHOLDS, SLOPES TO DRAINAGE, NAILERS, MISCELLANEOUS DETAILS, ETC.
4. THE LOCATION AND SIZE OF OPENINGS IN STRUCTURAL ELEMENTS SHALL BE COORDINATED BY THE CONTRACTOR. THE CONTRACTOR IS TO PROVIDE ALL ADDITIONAL FRAMING AND/OR REINFORCING TO ACCOMMODATE OPENINGS AS REQUIRED BY THE APPLICABLE STANDARD DETAILS SHOWN ON THE STRUCTURAL DRAWINGS OR PROVIDED BY THE SPECIALTY ENGINEER.
5. NO HOLES, NOTCHES, BLOCKOUTS, OPENINGS, ETC. ARE ALLOWED IN STRUCTURAL ELEMENTS UNLESS DETAILS ON THE STRUCTURAL DRAWINGS OR APPROVED BY THE STRUCTURAL ENGINEER OF RECORD.
6. THE CONTRACTOR SHALL REFER TO ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR EXACT WEIGHT AND/OR LOCATION ELECTRICAL AND MECHANICAL ROOF MOUNTED OR SUSPENDED EQUIPMENT.
7. WHERE DIMENSIONS ARE PROVIDED FOR OPENINGS, BLOCKOUTS, FLOOR DEPRESSIONS, CURBS, ETC., BUT MAY BE AFFECTED BY THE EQUIPMENT PURCHASED, THE CONTRACTOR SHALL VERIFY THE INFORMATION PROVIDED PRIOR TO CONSTRUCTION.
8. PRIOR TO ORDERING MATERIALS OR DOING ANY WORK, THE CONTRACTOR SHALL VERIFY ALL MEASUREMENTS TO PROPERLY SIZE OR FIT THE WORK, NO EXTRA CHARGE OR COMPENSATION WILL BE ALLOWED BY THE OWNER RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT.
9. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND ENGINEERS OF ANY APPARENT DISCREPANCIES OR OMISSIONS OF INFORMATION NOT SHOWN ON THE STRUCTURAL DRAWINGS DURING THE SHOP DRAWINGS SUBMITTAL PROCESS AND BEFORE PROCEEDING WITH ANY WORK. THE CONTRACTOR IS RESPONSIBLE FOR CORRECTING ERRORS RESULTING FROM A LACK OF COORDINATION OF DOCUMENTS.
10. IN CASE OF DISCREPANCIES BETWEEN THE PLANS, SPECIFICATIONS, REFERENCE STANDARDS, AND GOVERNING CODE, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN, DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH THE WORK.
11. IN CASE OF OMISSIONS AND CONFLICTS BETWEEN THE PLANS, SPECIFICATIONS, AND SITE CONDITIONS THE ENGINEER SHALL BE NOTIFIED BEFORE PROCEEDING WITH THE WORK.

CONTRACTOR RESPONSIBILITIES

1. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS, THE STRUCTURAL ENGINEER OF RECORD IS NOT RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION OR FOR RELATED SAFETY PROCEDURES.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE SURVEY AND FIELD VERIFYING ALL DIMENSIONS, ELEVATIONS, AND EXISTING SITE CONDITIONS PRIOR TO STARTING WORK. THE ARCHITECT/ENGINEER SHALL BE NOTIFIED IMMEDIATELY, IN WRITING, OF ANY DISCREPANCIES. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
3. CONTRACTOR SHALL PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITIES FROM DAMAGE; PROTECT THE WORK, ADJACENT PROPERTY, AND THE PUBLIC. THE CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO EXISTING SURFACES AND AREAS WHICH MAY BE DAMAGED BY NEW WORK.
4. ALL STRUCTURES HAVE BEEN DESIGNED TO RESIST THE DESIGN LOADS LISTED ONLY AS COMPLETED STRUCTURES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STRUCTURAL STRENGTH AND STABILITY OF ALL PARTLY COMPLETED STRUCTURE, INCLUDING SHORING AND TEMPORARY BRACING OF ALL INTERMEDIATE CONDITIONS DURING CONSTRUCTION. THE GENERAL CONTRACTOR SHALL ALSO ENSURE THAT ITS OPERATIONS AND PROCEDURES PROVIDE NO LOADING GREATER THAN THE DESIGN LOADS LISTED.
5. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION, THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS, TIE-DOWNS, AND/OR SHORING MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT

CONTRACTOR RESPONSIBILITIES CONT'D

6. ITHE GENERAL CONTRACTOR SHALL SUPPLY CALCULATIONS AND SHOP DRAWINGS TO THE EOR PRIOR TO CONSTRUCTION FOR ALL SHORING AND RE-SHORING DESIGNED BY A DELEGATED ENGINEER EXPERIENCE IN SUCH WORK AND LICENSED IN THE STATE OF FLORIDA. SUBMIT DRAWINGS TO THE ARCHITECT, ENGINEER, SPECIAL INSPECTOR, AND BUILDING OFFICIAL FOR RECORD ONLY.
7. THE DELEGATED ENGINEER WHO PREPARES THE SHORING AND RESHORING DRAWINGS SHALL INSPECT THE SHORING AND RESHORING. THEY SHALL PROVIDE A FIELD REPORT OF EACH INSPECTION TO THE CONTRACTOR AND ARCHITECT.

INSPECTIONS

1. A MINIMUM OF ONE FIELD OBSERVATION BY THE ENGINEER OF RECORD IS REQUIRED NEAR THE COMPLETION OF THE BUILDING STRUCTURE AND PRIOR TO OCCUPANCY, FOR DETERMINING GENERAL PERFORMANCE OF THE DESIGN. ADDITIONAL OBSERVATIONS SHALL BE ARRANGED AS DESCRIBED IN NOTE BELOW.
2. NO LATER THAN 24 HOURS IN ADVANCE, THE STRUCTURAL ENGINEER SHALL BE NOTIFIED TO OBSERVE THE WORK AS ARRANGED WITH THE BUILDING DEPARTMENT OR REQUIRED BY THE OWNER WHICH WILL BE DETERMINED AT THE PRE-CONSTRUCTION MEETINGS.

SHOP DRAWINGS

1. THE CONTRACTOR SHALL SUBMIT COMPLETE SHOP DRAWINGS FOR ALL PARTS OF THE WORK INCLUDING DESCRIPTION OF DEMOLITION, TEMPORARY BRACING, CONSTRUCTION METHODS AND SEQUENCING, WHERE APPLICABLE. NO PERFORMANCE OF WORK SHALL COMMENCE WITHOUT REVIEW OF THE SHOP DRAWINGS BY THE ENGINEER.
2. WHERE SHOP DRAWINGS, MILL TESTS, OR OTHER ITEMS ARE REQUESTED, SUBMITTAL SHALL BE MADE TO THE STRUCTURAL ENGINEER BEFORE FABRICATION OR INSTALLATION IN THE STRUCTURE, UNLESS SPECIFICALLY NOTED.
3. REVIEW OF SUBMITTALS BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE. ONLY THOSE SHOP DRAWINGS REQUIRED BY THE CONTRACT DOCUMENTS TO BE SUBMITTED WILL BE REVIEWED. ALL OTHERS WILL BE RETURNED WITHOUT COMMENT.
4. REVIEW OF SHOP DRAWINGS IS TO BE LIMITED TO TWO (2) REVIEWS PER SUBMITTAL WITHIN THE SCOPE OF BASIC SERVICES (I.E., INITIAL SUBMITTAL REVIEW AND ONE RESUBMITTAL, IF NECESSARY). REVIEW OF ADDITIONAL RESUBMITTALS WILL BE CONSIDERED ADDITIONAL SERVICES, FOR WHICH THE GENERAL CONTRACTOR MAY BE HELD RESPONSIBLE. ADDITIONAL SERVICES COMPENSATION TO THE ENGINEER WILL BE IN ACCORDANCE WITH THE TERMS OF THE ARCHITECT-ENGINEER AGREEMENT FOR THIS PROJECT.
5. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING TO THE A/E. SHOP DRAWINGS WITHOUT BEARING THIS EVIDENCE WILL BE RETURNED WITHOUT COMMENT.
6. ALL CHANGES AND ADDITIONS MADE ON RESUBMITTALS MUST BE CLEARLY FLAGGED AND NOTED, THE PURPOSE OF THE RESUBMITTALS MUST BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. ARCHITECT/ENGINEER REVIEW WILL BE LIMITED TO THOSE ITEMS CAUSING THE RESUBMITTAL.
7. FABRICATION PRIOR TO THE RECEIPT OF AN APPROVED SHOP DRAWINGS SHALL BE AT THE CONTRACTOR'S OWN RISK AND THAT INSTALLATION OF ANY WORK PRIOR TO RECEIPT OF AN APPROVED SHOP DRAWING SHALL BE STRICTLY PROHIBITED.
8. SHOP DRAWINGS NOT MEETING THE ABOVE CRITERIA OR SUBMITTED AFTER FABRICATION WILL NOT BE REVIEWED.
9. SHOP DRAWINGS SHALL BE SUBMITTED IN COMPLETE PACKAGES FOR THE FOLLOWING:
   - A. CONCRETE MIX DESIGN
   - B. CONCRETE REINFORCING STEEL AND WELDED WIRE FABRIC
   - C. CONCRETE MASONRY UNIT SUBMITTAL AND OTHER MASONRY ACCESSORIES
   - D. PRE-ENGINEERED WOOD ROOF TRUSSES
10. PRE-ENGINEERED ITEMS SHALL BE SUBMITTED SIGNED AND SEALED BY A SPECIALTY ENGINEER REGISTERED IN THE STATE OF FLORIDA AND IN ACCORDANCE WITH THE FOLLOWING SECTION.

SPECIALTY ENGINEERED PRODUCTS

1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO COORDINATE THE PROPER SUBMISSION OF SPECIALTY ENGINEERED SHOP DRAWINGS WHICH SHALL BE SIGNED AND SEALED BY AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.
2. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO ASSURE THAT THE SPECIALTY ENGINEERED SHOP DRAWINGS ARE SUBMITTED IN A TIMELY MANNER TO ALLOW REVIEWS AND RESUBMISSIONS AS REQUIRED.
3. ALL SPECIALTY ENGINEERED PRODUCTS SHALL BE DESIGNED FOR THE APPROPRIATE GRAVITY LOADS AND ENVIRONMENTAL LOADS.
4. IN ADDITION TO THE LOADS SHOWN IN THE DESIGN LOAD SCHEDULE, THE SPECIALTY ENGINEER SHALL DESIGN FOR THE WEIGHT OF ALL MECHANICAL, PLUMBING AND ELECTRICAL EQUIPMENT AND FIXTURES, AS WELL AS CABINETS, AND OVERHEAD DOORS.
5. THE FOLLOWING SPECIALTY PRODUCTS SHALL BE DESIGNED FOR A LATERAL LOADS TO ASSURE STABILITY.
6. SPECIALTY ENGINEERED PRODUCTS SHALL BE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
   - A. PRE-ENGINEERED WOOD ROOF TRUSSES
   - B. RAILINGS,
   - C. PRE-CAST CONCRETE PRIVACY SITE WALLS,
   - D. MISCELLANEOUS METALS INCLUDING STEEL STAIRS, HAND RAILS AND SAFETY RAILS, MECHANICAL EQUIPMENT SUPPORT, FRAMES THAT SUPPORT OF MECHANICAL SYSTEMS,
   - E. PHOTOVOLTAIC RACK SUPPORT FRAME/SYSTEM AND ANCHORAGE TO SUPPORT BUILDING / STRUCTURE.
   - F. STEEL OR ALUMINUM PERGOLA,
   - G. MISCELLANEOUS HANGARS, CHANDELIERS, CABINETS, METAL FRAMES, LADDERS, RIGGING, HANGING WALLS, RAILINGS, GLAZING FRAMES, CLADDING SUCH AS STONE, PRECAST, ALUMINUM, METAL PANELS, CABLE BARRIER SYSTEMS, ETC., OR ANY OTHER MISCELLANEOUS PRODUCT REQUIRED BY ANY, BE THE CONSTRUCTION DOCUMENTS.
7. GENERAL CONTRACTORS TO INCLUDE IN THEIR BID THE COST OF THE ABOVE NOTED SPECIALTY ENGINEERING.
8. SPECIALTY ENGINEER
   - A. DEFINITION:- A FLORIDA REGISTERED PROFESSIONAL ENGINEER, NOT THE STRUCTURAL ENGINEER OF RECORD, WHO SPECIALIZES IN AND WHO UNDERTAKES THE DESIGN OF STRUCTURAL COMPONENTS OR STRUCTURAL SYSTEMS INCLUDED IN A SPECIFIC SUBMITTAL PREPARED FOR THIS PROJECT.
   - B. SHALL BE:
     - a. AN EMPLOYEE OR OFFICER OF A FABRICATOR.
     - b. AN EMPLOYEE OR OFFICER OF AN ENTITY SUPPLYING COMPONENTS TO A FABRICATOR.
     - c. AN INDEPENDENT CONSULTANT RETAINED BY THE FABRICATOR OR HIS SUPPLIER.
9. SUBMITTALS SHALL CLEARLY IDENTIFY THE SPECIFIC PROJECT AND APPLICABLE CODES, LIST THE DESIGN CRITERIA, AND SHOW ALL DETAILS AND CALCULATIONS NECESSARY FOR PROPER FABRICATIONS AND INSTALLATION, CALCULATIONS AND SHOP DRAWINGS SHALL IDENTIFY SPECIFIC PRODUCTS UTILIZED, GENERIC PRODUCTS WILL NOT BE ACCEPTED.
10. SHOP DRAWINGS AND CALCULATIONS MUST BE PREPARED UNDER THE DIRECT SUPERVISION AND CONTROL OF THE SPECIALTY ENGINEER.
11. SHOP DRAWINGS AND CALCULATIONS REQUIRE THE SEAL, DATE AND SIGNATURE OF THE SPECIALTY ENGINEER. COMPUTER PRINTOUTS ARE AN ACCEPTABLE SUBSTITUTE FOR MANUAL CALCULATIONS, PROVIDED THEY ARE ACCOMPANIED BY SUFFICIENT DESCRIPTIVE INFORMATION TO PERMIT THEIR PROPER EVALUATION, SUCH DESCRIPTIVE INFORMATION SHALL BEAR THE IMPRESSED OR DIGITAL SEAL AND SIGNATURE OF THE SPECIALTY ENGINEER AS AN INDICATION THAT HE HAS ACCEPTED RESPONSIBILITY FOR THE RESULTS. THE STRUCTURAL ENGINEER WILL RETAIN ONE SIGNED AND SEALED BLACKLINE PRINT FOR RECORD.
12. REVIEW OF SUBMITTALS BY THE ENGINEER OF RECORD IS LIMITED TO VERIFYING THE FOLLOWING:
   - A. THAT IN THE SPECIFIED STRUCTURAL SUBMITTALS HAVE BEEN PROVIDED.
   - B. THAT THE STRUCTURAL SUBMITTALS HAVE BEEN SIGNED AND SEALED BY THE SPECIALTY ENGINEER.
   - C. THAT THE SPECIALTY ENGINEER HAS UNDERSTOOD THE INTENT AND HAS USED THE SPECIFIED STRUCTURAL CRITERIA. (NO DETAILED CHECK OF CALCULATIONS WILL BE MADE.)
   - D. THAT THE CONFIGURATION SET FORTH IN THE STRUCTURAL SUBMITTALS IS CONSISTENT WITH THE CONTRACT DOCUMENTS. (NO DETAILED CHECK OF DIMENSIONS OR QUANTITIES WILL BE MADE.)
13. A LIST OF DRAWINGS SHALL BE PREPARED AND MAINTAINED BY THE GENERAL CONTRACTOR FOR ALL SHOP DRAWINGS REQUIRING PARTICIPATION OF A SPECIALTY ENGINEER, THE LIST SHALL CONTAIN PROJECT NAME, NAME OF GENERAL CONTRACTOR, NAME OF SUBCONTRACTOR, NAME OF SPECIALTY ENGINEER, DRAWING NUMBER, DRAWING TITLE AND LATEST REVISION NUMBER AND DATE. FOR PARTIAL SUBMITTALS, THE LIST SHALL CONTAIN ALL ANTICIPATED DRAWING NUMBERS AND TITLES REQUIRED TO COMPLETE THE CONTRACT. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE LATEST UPDATED LIST OF DRAWINGS WITH EACH SUBMITTAL.

EARTHWORK

1. ALL EARTHWORK, INCLUDING BUT NOT LIMITED TO DEWATERING, EXCAVATION, FILL, AND COMPACTION IN PREPARATION FOR SLABS ON GRADE, WALLS, AND FOUNDATIONS SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS IN THE GEOTECHNICAL INVESTIGATION REPORT BY DYNATECH ENGINEERING CORP DATED 11/13/2024.
2. ALL FOUNDATION EXCAVATIONS SHALL BE OBSERVED AND APPROVED BY THE GEOTECHNICAL ENGINEER TO ASSURE THE ADEQUACY OF ALL SUBGRADES. FILLS AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, SLABS AND WALLS, THEY SHALL SUBMIT REPORTS TO THE STRUCTURAL ENGINEER DESCRIBING HIS INVESTIGATIONS INCLUDING ANY NON-CONFORMING WORK, CERTIFICATION SHALL BE PREPARED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA AND SHALL BE PROVIDED TO THE STRUCTURAL ENGINEER PRIOR TO BEGINNING FOUNDATION WORK.
3. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING, AND PROTECTION OF ADJACENT PROPERTY, STRUCTURAL STREETS, AND UTILITIES IN ACCORDANCE WITH THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION AND OSHA REGULATIONS.
4. LOCATE EXISTING UTILITIES AND PROTECT FROM DAMAGE PRIOR TO EXCAVATION, DO NOT BREAK OR DISCONNECT UTILITY CONNECTIONS WITHOUT NOTIFICATION A MINIMUM OF 48 HOURS IN ADVANCE AND PROVIDING ACCEPTABLE TEMPORARY SERVICES, DAMAGES CAUSED BY CONTRACTOR NEGLIGENCE SHALL BE REPAIRED AS DIRECTED BY THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
5. PROTECT STRUCTURES, SIDEWALKS, PAVEMENTS AND OTHER FACILITIES THAT ARE TO REMAIN IN AREAS OF WORK BY PROVIDING TEMPORARY OR PERMANENT SUPPORTS, SHORING, SHEETING, UNDERPINNING, OR BRACING SO THAT NO HORIZONTAL MOVEMENT OR VERTICAL SETTLEMENT OCCURS, COMPONENTS OF ANY SUPPORT OF EXCAVATION SYSTEM SHALL REMAIN IN PLACE UNTIL ALL PERMANENT STRUCTURAL SYSTEMS AT AND BELOW GROUND ARE IN PLACE.
6. DO NOT EXCAVATE BELOW THE BEARING ELEVATION OF ANY COMPLETED FOOTING NOR ANY CLOSER TO THE FOOTING THAN A SLOPE OF TWO HORIZONTAL (MEASURED FROM EDGE OF FOOT

STRUCTURAL GENERAL NOTES

REINFORCED CONCRETE

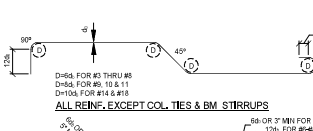
1. ALL CONCRETE WORK SHALL CONFORM TO ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS", LATEST EDITION. DESIGN IS BASED ON ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE"
2. CONCRETE MATERIALS:
   - PORTLAND CEMENT — ASTM C150 TYPE 1
   - AGGREGATES — ASTM C33 (NORMAL WEIGHT); ASTM C330 (LIGHT WEIGHT)
   - WATER — ASTM C1602
3. REINFORCEMENT MATERIALS:
   - DEFORMED REINFORCING BARS — ASTM A615 GRADE 60
   - REINFORCING STEEL TO BE WELDED — ASTM A706
   - WELDED WIRE REINFORCING — ASTM A1064 MINIMUM YIELD STRENGTH OF 20,000 PSI
   - FIBER REINFORCEMENT — ASTM C116
4. ADMIXTURES
   - AIR-ENTRAINING ADMIXTURES — ASTM C260
   - CHEMICAL ADMIXTURES — ASTM C494 OR ASTM C1017
5. ALL CONCRETE SHALL BE NORMAL WEIGHT (139 PCF - 150 PCF) WITH MIXES DESIGNED TO MEET THE FOLLOWING CRITERIA:

LOCATION	f'_c (PSI)	MAX AGG SIZE (IN.)	MIN CEMENT (LBS PER CY)	W/C RATIO	AIR CONTENT (%)	SLUMP (IN.) (MIN./MAX.)
FOUNDATIONS & SOG	3000	1	750	0.45	3	—
BEAMS	4000	1	750	0.45	3	—

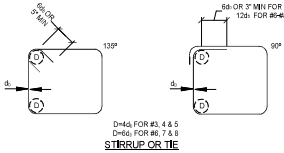
6. SUBMIT CONCRETE MIX DESIGNS IN ACCORDANCE WITH ACI 301 TO THE ARCHITECT AND TESTING AGENCY, THE PROPOSED MATERIALS AND MIX DESIGN SHALL BE FULLY DOCUMENTED AND REVIEWED BY THE OWNER'S TESTING LABORATORY. RESPONSIBILITY FOR OBTAINING THE REQUIRED STRENGTHS IS THE CONTRACTOR'S.
7. USE OF CALCIUM CHLORIDE, CHLORINE IONS, OR OTHER SALTS IN CONCRETE IS NOT PERMITTED.
8. THE AIR CONTENT OF ALL CONCRETE EXPOSED TO WEATHER SHALL BE BETWEEN 4% AND 6%, EXCEPT AIR CONTENT FOR SLAB ON GRADE AND ELEVATED SLABS SHALL NOT EXCEED 3%.
9. COMPRESSIVE TEST SPECIMENS SHALL CONFORM TO ASTM C31. FOR EACH REQUIRED SAMPLE MOLD AND STORE FOUR STANDARD CYLINDERS FOR LABORATORY-CURED TEST SPECIMENS EXCEPT WHEN FIELD-CURED SPECIMENS ARE REQUIRED.
10. THE TESTING AGENCY SHALL SAMPLE AND TEST ONE SET FOR EACH DAY'S POUR EXCEEDING 5 CUBIC YARDS PLUS ADDITIONAL SETS FOR EACH 100 CU. YARDS OR FRACTION THEREOF OF EACH CLASS OF CONCRETE PLACED EACH DAY. SAMPLE CONCRETE IN ACCORDANCE WITH ASTM C172. PERFORM THE FOLLOWING TESTS IN ACCORDANCE WITH THE INDICATED STANDARD:
    - SLUMP — ASTM C143
    - AIR CONTENT — ASTM C173
    - COMPRESSIVE STRENGTH — ASTM C39
11. COMPRESSIVE STRENGTH TESTS SHALL INCLUDE ONE CYLINDER AT 7 DAYS, TWO CYLINDERS AT 28 DAYS, AND ONE RETAINED FOR LATER TESTING IF REQUIRED.
12. REPORT ALL TEST RESULTS TO CONTRACTOR, ARCHITECT, AND OWNER IN WRITING ON THE SAME DAY AS TESTING.
13. ALL REINFORCEMENT SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH ACI MNL-66 "DETAILING MANUAL", ACI 117, "SPECIFICATION FOR TOLERANCES FOR CONCRETE CONSTRUCTION AND MATERIALS", LATEST EDITION AND CRSI MSP "MANUAL OF STANDARD PRACTICE", HOOKS AND BENDS, WHERE SHOWN ON THE DRAWINGS AND DETAILS, SHALL BE STANDARD OR SEISMIC HOOKS AND BENDS AS DEFINED BY ACI 318, UNLESS SPECIFICALLY DIMENSIONED OR NOTED OTHERWISE.
14. SUBMIT SHOP DRAWINGS FOR APPROVAL SHOWING ALL FABRICATION DIMENSIONS AND LOCATIONS FOR PLACING REINFORCING STEEL AND ACCESSORIES. DO NOT BEGIN FABRICATION UNTIL SHOP DRAWINGS ARE COMPLETED AND REVIEWED.
15. REINFORCEMENT SHALL BE FREE OF MUD, OIL, OR OTHER MATERIALS THAT REDUCE BOND TO CONCRETE. RUST OR MILL SCALE IS ALLOWED PROVIDED BAR WEIGHT AND DIMENSIONS CONFORM TO ASTM SPECIFICATIONS
16. DETAIL ALL CONCRETE WALLS AND BEAMS IN ELEVATION UNLESS SPECIFICALLY APPROVED OTHERWISE. CUT SECTIONS SHOWING BAR LOCATIONS AND CONCRETE COVER.
17. WELDED WIRE REINFORCING SHALL BE PROVIDED IN FLAT SHEETS (ROLLS NOT PERMITTED). LAP MESH 2 SQUARES AT SPLICES.
18. TIE ALL REINFORCING STEEL AND EMBEDMENTS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. PROVIDE REINFORCEMENT SUPPORTS IN ACCORDANCE WITH CRSI RB4.1 TO MAINTAIN THE POSITION OF REINFORCEMENT WITHIN SPECIFIED TOLERANCES DURING ALL CONSTRUCTION ACTIVITIES. "STICKING" DOWELS INTO WET CONCRETE IS NOT PERMITTED.
19. PROVIDE AND SCHEDULE ON SHOP DRAWINGS THE NECESSARY ACCESSORIES TO HOLD ALL REINFORCEMENT SECURELY IN POSITION
20. ANCHOR BOLTS, DOWELS, REINFORCING STEEL, INSERTS, ETC., SHALL BE SECURELY TIED IN PLACE PRIOR TO POURING CONCRETE. CONCRETE BLOCKS ONLY SHALL BE USED TO SUPPORT REINFORCING OFF GRADE.
21. PROVIDE MINIMUM CONCRETE COVERING FOR REINFORCEMENT AS FOLLOWS:

CONCRETE PLACEMENT	REINFORCEMENT SIZE	MINIMUM COVER (IN.)
DEPOSITED AGAINST EARTH	ALL	3
FORMED SURFACES EXPOSED TO WEATHER OR IN CONTACT WITH EARTH	#5 & SMALLER	1 1/2
	#6 THRU #18	2
SLABS, WALLS, AND JOISTS	#11 & SMALLER	3/4
	#14 & #18	1 1/2

22. CBEAMS AND COLUMNSEMENT IN WALLS AND FOOTINGS MAY BE ALLOWED AS REQUIRED, PROVIDE 1/2THAT BARS ARE OF THE LONGEST PRACTICAL LENGTH AND ALL SPLICES ARE SHOWN ON THE REINFORCING BAR SHOP DRAWINGS. SPLICES ARE TO BE STAGGERED WHEN POSSIBLE. PROVIDE LAP SPLICES WITH LENGTH IN ACCORDANCE WITH THE DEVELOPMENT LENGTH AND LAP SPLICE SCHEDULE. USE CLASS B LAP SPLICES UNLESS NOTED OTHERWISE.
23. FIELD WELDING OR BENDING OF REINFORCING IS NOT PERMITTED EXCEPT AS INDICATED ON THE DRAWINGS OR AS APPROVED BY THE STRUCTURAL ENGINEER. USE LOW HYDROGEN ELECTRODES GRADE E90 AS REQUIRED.
24. MECHANICAL CONNECTIONS MAY BE SUBSTITUTED FOR LAP SPLICES IF APPROVED BY THE STRUCTURAL ENGINEER. SUCH CONNECTIONS SHALL DEVELOP AT LEAST 125% SPECIFIED YIELD STRENGTH OF THE BAR.
25. HOOK ALL COLUMN AND WALL REINFORCEMENTINTO SLABSBEAM ABOVE WHERE COLUMNWALL TERMINATES.
26. HORIZONTAL CONSTRUCTION JOINTS ARE PERMITTED ONLY WHERE INDICATED. THE LOCATION OF VERTICAL CONSTRUCTION JOINTS OR POUR JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER AND INDICATED ON APPROVED SHOP DRAWINGS. CONSTRUCTION JOINTS SHALL BE THOROUGHLY ROUGHENED BY MECHANICAL MEANS AND CLEANED AND SHALL BE SURFACE SATURATED DRY PRIOR TO SECOND POUR.
27. PROVIDE DOWELS OF SIZE AND NUMBER FROM ADJACENT POUR, BOTH VERTICALLY AND HORIZONTALLY, TO MATCH TYPICAL REINFORCING SHOWN. LAPS TO BE IN ACCORDANCE WITH THE DEVELOPMENT LENGTH AND LAP SPLICE SCHEDULE. DOWELS SHALL BE CLEANED AFTER POUR.
28. TRANSIT MIXED CONCRETE IN EQUIPMENT CONFORMING TO ASTM C94.
29. ALL CONCRETE SHALL BE VIBRATED DURING PLACEMENT EXCEPT AS NOTED IN SPECIFICATIONS.
30. PROVIDE 3/4" CHAMFER ON ALL EXPOSED CONCRETE CORNERS.
31. NO STAKED STEEL OR WOOD SHALL BE PERMITTED IN ANY CONCRETE POUR. SUSPEND FORMS FROM ABOVE GRADE.
32. COAT ALL SLABS WITH CURING COMPOUND WITHIN 24 HOURS OF PLACING. PRODUCT USED SHALL CONFORM WITH ASTM C309, AND SHALL BE COMPATIBLE WITH ADHERED FINISHES. A DISSIPATING FORMULATION SHALL BE USED AT CEMENTITIOUS FINISHES. SUBMIT PRODUCT DATA TO THE ARCHITECT FOR REVIEW.
33. FLOOR SLABS SHALL MEET THE FLATNESS F(F) 35 AND LEVELNESS F(L) 25 REQUIREMENTS. EXTERIOR SLABS SHALL DRAIN FREELY WITH A MAXIMUM VARIATION FROM THE INDICATED PLANE OF 1/4" IN 10'-0"
34. SEE ARCHITECTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR LOCATION OF OPENINGS AND SLEEVES. SPREAD REINFORCEMENT AT OPENINGS AND SLEEVES UNLESS NOTED OTHERWISE. DO NOT CUT REINFORCEMENT UNLESS INDICATED BY SECTION OR DETAIL. CONTRACTOR SHALL VERIFY THE SIZE AND LOCATION OF ALL OPENINGS, SLEEVES, INSERTS, ETC. WITH SHOP DRAWINGS FOR THE EQUIPMENT TO BE PROVIDED.
35. APPROVED ELECTRICAL CONDUIT MATERIAL CAST WITHIN STRUCTURAL CONCRETE MEMBERS SHALL CONFORM TO THE FOLLOWING:
    A. CONDUIT IN SLAB ON GRADE AND ELEVATED SLABS: DIAMETER OF A SINGLE CONDUIT OR TWO OR MORE VERTICALLY STACKED CONDUITS (INCLUDING COUPLINGSOR SIMILAR) SHALL NOT EXCEED 1/3 THE THICKNESS OF THE SLAB. THE OUTSIDE DIMENSION OF TWO OR MORE ADJACENT CONDUITS SHALL NOT EXCEED TWICE THE DEPTH OF THE SLAB AND THE SEPARATION BETWEEN GROUPS OF CONDUITS SHALL NOT BE LESS THAN THE THICKNESS OF THE SLAB.



ALL REINF. EXCEPT COL. TIES & BM STIRRUPS



STIRRUP OR TIE

DEVELOPMENT LENGTH TABLE (IN.)

f'_c (PSI)	REINFORCEMENT TYPE			BAR SIZE							
				#3	#4	#5	#6	#7	#8	#9	#10
3000 PSI	TENSION	CLASS A LAP SPLICE	CASE 1 TOP	23	29	37	43	63	72	81	91
			CASE 1 OTHERS	17	22	28	33	48	55	62	70
			CASE 2 TOP	30	38	49	56	82	94	106	119
			CASE 2 OTHERS	31	33	42	50	58	83	93	105
		CLASS B LAP SPLICE	CASE 1 TOP	30	38	49	56	82	94	106	119
			CASE 1 OTHERS	23	29	37	43	63	72	81	91
			CASE 2 TOP	54	56	72	85	99	141	158	179
			CASE 2 OTHERS	41	43	55	65	76	108	121	137
	COMPRESSION			12	15	19	23	27	30	34	39
	HOOKED			6	6	8	11	14	16	20	23
4000 PSI	TENSION	CLASS A LAP SPLICE	CASE 1 TOP	20	25	32	38	55	63	71	80
			CASE 1 OTHERS	15	19	24	29	42	48	54	61
			CASE 2 TOP	36	38	47	56	65	94	106	119
			CASE 2 OTHERS	27	29	36	43	50	72	81	91
		CLASS B LAP SPLICE	CASE 1 TOP	26	33	42	50	72	82	93	104
			CASE 1 OTHERS	20	25	32	38	55	63	71	80
			CASE 2 TOP	47	50	62	73	85	123	138	155
			CASE 2 OTHERS	36	38	47	56	65	94	106	119
	COMPRESSION			12	15	19	23	27	30	34	39
	HOOKED			6	6	8	10	13	15	18	22

DEVELOPMENT LENGTH NOTES:

1. TABULATED VALUES ARE BASED ON GRADE 60 REINFORCING BARS AND NORMAL WEIGHT CONCRETE.
2. INTERPOLATION OF TABULATED VALUES IS ALLOWED.
3. TENSION DEVELOPMENT AND LAP SPLICE LENGTHS ARE BASED ON ACI 318-19 SECTION 25.4.2 AND 25.5.2, RESPECTIVELY. TABULATED VALUES FOR BEAM AND COLUMN ARE BASED ON TRANSVERSE REINFORCEMENT AND CONCRETE COVER MEETING MINIMUM CODE REQUIREMENTS. LENGTHS ARE IN INCHES.
4. LAP CLASS "A" VALUES ARE THE REQUIREMENTS TENSION DEVELOPMENT LENGTHS. B, LAP SPLICE LENGTHS ARE MULTIPLES OF TENSION DEVELOPMENT LENGTHS. CLASS "A" = 1.0 L AND CLASS "B" = 1.3 L (ACI 318-14, SECTION 25.5.2-1).
5. TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12 IN OF CONCRETE CAST BELOW THE BARS.
6. CASE 1 AND 2, WHICH DEPEND ON THE TYPE OF STRUCTURAL ELEMENT, CONCRETE COVER, AND THE CENTER TO CENTER SPACING OF THE BARS, ARE DEFINED AS:

BEAMS & COLUMNS	CASE 1	COVER AT LEAST 1 d_b AND CC SPACING AT LEAST 1 d_b
	CASE 2	COVER LESS THAN 1 d_b AND CC SPACING LESS THAN 1 d_b
ALL OTHERS	CASE 1	COVER AT LEAST 1 d_b AND CC SPACING AT LEAST 2 d_b
	CASE 2	COVER LESS THAN 1 d_b AND CC SPACING LESS THAN 2 d_b

7. TENSION DEVELOPMENT LENGTHS OF STANDARD HOOKS ARE BASED ON ACI 318-19 SECTION 25.4.3 LENGTHS ARE IN INCHES.
8. FOR BARS SIZE #3 THROUGH #11 ONLY:
   A. IF CONCRETE COVER CONFORMS TO ACI 318-19, SECTIONS 25.4.3.2, THEN A MODIFICATION FACTOR OF 0.7 MAY BE APPLIED BUT THE RESULTING LENGTH MUST NOT BE LESS THAN 8db NOR 6 IN.
   B. IF HOOK IS ENCLOSED BY ACI CONFORMING TO ACI 318-14 SECTION 25.4.3.2. THEN A MODIFICATION FACTOR OF 0.8 MAY BE APPLIED BUT THE RESULTING LENGTH MUST NOT BE LESS THAN 8db NOR 6 IN.
9. COMPRESSION DEVELOPMENT LENGTHS AND COMPRESSION LAP SPLICES ARE BASED ON ACI 318-19 SECTION 25.4.9.1 AND 25.5.5, RESPECTIVELY. LENGTHS ARE IN INCHES.
10. FOR COMPRESSION DEVELOPMENT LENGTHS , IF BARS ARE ENCLOSED IN SPIRALS OR TIES CONFORMING TO ACI 318-19, SECTION 25.4.9.3, THEN A MODIFICATION FACTOR OF 0.75 MAY BE APPLIED BUT THE RESULTING LENGTH MUST NOT BE LESS THAN 6 IN.
11. FOR COMPRESSION LAP SPLICE LENGTHS.
    A. IF BARS ARE ENCLOSED IN TIED-REINFORCED COMPRESSION MEMBER CONFORMING TO ACI 318-19 SECTION 10.7.5.2 1(a), THEN A MODIFICATION FACTOR OF 0.83 MAY BE APPLIED BUT THE RESULTING LENGTH MUST NOT BE LESS THAN 12 IN.
    B. IF BARS ARE ENCLOSED IN A SPIRALLY-REINFORCED COMPRESSION MEMBER CONFORMING TO ACI 318-19 SECTION 10.7.5.2 1(b), THEN A MODIFICATION FACTOR OF 0.75 MAY BE APPLIED BUT THE RESULTING LENGTHS MUST NOT BE LESS THAN 12 IN.

STRUCTURAL STEEL

1. FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS", LATEST EDITION. ALL STRUCTURAL STEEL CONSTRUCTION SHALL CONFORM TO THE CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES.
2. MATERIAL REQUIREMENTS:

STRUCTURAL SHAPE	ASTM SPECIFICATION	MIN YEILD STRENGTH, f_y (KSI)
W-SHAPE	A992	50
CHANNEL	A36	36
ANGLES	A36	36
RECTANGULAR & ROUND HSS	A500, GRADE B	42
PLATE AND BARS	A992	36
ANCHOR BOLTS	F1554 w/ WELDABILITY SUPPLEMENT S1	
BOLTS	A325 TYPE-N	

3. WHERE THE WORK OF OTHER TRADES REQUIRES CUTS OR OPENINGS TO BE MADE IN STRUCTURAL STEEL MEMBERS, APPROVAL SHALL BE OBTAINED FROM THE ENGINEER. SUCH OPENINGS SHALL BE MADE IN THE SHOP AND CLEARLY INDICATED ON THE SHOP DRAWING.
4. TO OBTAIN SPECIFIED ALIGNMENT AND FIT-UP U.N.O. FIELD WELDING MUST BE PERFORMED WHERE SPECIFICALLY NOTED. EDGE OF SLAB AND ROOF BENT PLATES, ANGLES AND OTHER MISC EXTERIOR, OR INTERIOR WALL ALIGNMENT ITEMS SHALL BE FIELD WELDED TO BEAMS. PROVIDE FABRICATION AND ERECTION TOLERANCES MORE STRINGENT THAN SPECIFIED BY AISC WHERE REQUIRED TO ACHIEVE THE DETAILS INDICATED.
5. E70XX ELECTRODES SHALL BE USED FOR ALL WELDING. PROPERLY QUALIFIED WELDERS SHALL PERFORM ALL WELDING, AS PRESCRIBED UNDER "STANDARD QUALIFICATION PROCEDURE" OF THE AMERICAN WELDING SOCIETY.
6. WELD LENGTHS CALLED FOR ON THE PLANS ARE THE NET EFFECTIVE LENGTH REQUIRED, WHERE FILLET WELD SYMBOL IS GIVEN WITHOUT INDICATION OF SIZE, USE MINIMUM SIZE WELDS AS SPECIFIED BY AISC OR 3/16", WHICH EVER IS GREATER.
7. ALL HSS SECTIONS WITH OPEN ENDS SHALL BE CAPPED WITH A 1/4" THICK PLATE OF THE SAME CROSS SECTION, FULLY WELDED AND GROUND SMOOTH UNLESS NOTED OTHERWISE.
8. FIELD CUTTING OF STRUCTURAL STEEL OR ANY FIELD MODIFICATIONS SHALL NOT BE MADE WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER FOR EACH INDIVIDUAL CASE.
9. PROVIDE TEMPORARY ERECTION BRACING AND SUPPORTS TO HOLD THE STRUCTURAL STEEL FRAME SECURELY IN POSITION. BRACING SHALL NOT BE REMOVED UNTIL THE PERMANENT LATERAL LOAD RESISTING SYSTEM IS IN PLACE. THE STEEL FRAME SHALL BE CONSIDERED A NON SELF-SUPPORTING FRAME UNTIL ALL LATERAL BRACING IS IN PLACE
10. STRUCTURAL STEEL EXPOSED TO THE WEATHER OR LOACTED IN A NONCONDITIONED SPACE, SHALL BE HOT DIPPED GALVANIZED.
11. STRUCTURAL STEEL SHOP DRAWINGS, PREPARED BY THE STEEL SUBCONTRACTOR, SHOWING COMPLETE DIMENSIONS AND DETAILS, SHALL BE SUBMITTED FOR APPROVAL PRIOR TO FABRICATION OF THE STEEL COMPONENTS. THE STRUCTURAL STEEL SUBCONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING, VERIFICATION AND COORDINATION OF DIMENSIONS AND DETAILS WITH THE STRUCTURAL AND OTHER PORTIONS OF THE CONTRACT DRAWINGS. THE STEEL SUBCONTRACTOR SHALL NOT REPRODUCE ANY PORTION OF THE DRAWINGS HEREIN FOR UTILIZATION AS SHOP DRAWINGS, UNLESS APPROVAL OF THE STRUCTURAL ENGINEER IS OBTAINED.
12. CONTRACTOR IS RESPONSIBLE FOR THE DESIGN OF STRUCTURAL STEEL CONNECTIONS NOT SPECIFICALLY DESIGNED OR SHOWN ON DRAWINGS. THE FABRICATOR IS RESPONSIBLE FOR RETAINING THE SERVICES OF A PROFESSIONAL REGISTERED STRUCTURAL ENGINEER FOR THE DESIGN OF ALL SUCH CONNECTIONS.

TIMBER

1. GLUE-LAMINATED WOOD BEAMS SHALL BE MANUFACTURED IN ACCORDANCE WITH THE PRODUCT STANDARD PER THE ANSI A190.1, AND DESIGNED IN ACCORDANCE WITH THE AITC 117.
2. GLUE-LAMINATED WOOD BEAMS AND GIRDERS SALL BE OF DOUGLAS FIR-LARCH WITH ALLOWABLE STRESSES CORRESPONDING TO 24F-V8 FOR CONTINUOUS BEAMS AND 24F-V4 FOR SIMPLY SUPPORTED, AS LISTED IN THE CURRENT NDS.
3. ADHESIVES SHALL MEET THE REQMTS FOR CONDITIONS OF SERVICE.
4. A COAT OF END SEALER SHALL BE APPLIED TO THE ENDS OF ALL MEMBERS AS SOON AS PRACTICABLE AFTER END TRIMMING, UON. SURFACE OF MEMBERS SHALL BE RINSHED AS SPECIFIED.
5. NOTCHING OF STRUCTURAL MEMBERS IN THE FIELD IS PROHIBITED, UNLESS SPECIFICALLY SHOWN ON THE STRUCTURAL DRAWINGS.
6. PRE-MANUFACTURED COMPOSITE MEMBERS SHALL HAVE THE FOLLOWING ALLOWABLE STRESSES:

COMPOSITE TYPE	FLEXURAL STRESS, F_b (PSI)	COMP, PARALLEL TO GRAIN, F_c (PSI)	COMP, PERP, TO GRAIN, F_{cp} (PSI)	HORIZ, SHEAR, F_v (PSI)	MODULUS OF ELASTICITY, E (PSI)
GLUE-LAMINATED	2400	1650	650	265	1,800,000
MICROLAM LVL	2600	2510	750	285	1,900,000
PARALLAM PSL	2900	2900	750	290	2,000,000

WOOD

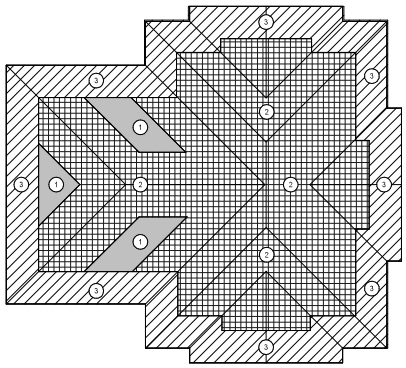
1. STRUCTURAL WOOD COMPONENTS (BEAMS, JOISTS, RAFTERS, ETC.) SHALL HAVE THE FOLLOWING MINIMUM ALLOWABLE FIBER STRESSES OF NO. 2 SOUTHERN PINE w/ 19% MIN MOISTURE CONTENT AT TIME OF CONSTRUCTION, CONFORMING TO THE LATEST EDITION OF NDS AS FOLLOWS:
   SHEAR — FV = 175 PSI
   BENDING 2X6 — FB = 1,000 PSI
   BENDING 2X8 — FB = 975 PSI
   BENDING 2X10 — FB = 800 PSI
   BENDING 2X12 — FB = 750 PSI
2. MEMBER SIZES SHOWN ARE NOMINAL UNLESS NOTED OTHERWISE.
3. WOOD IN CONTACT WITH CONCRETE OR MASONRY AND AT OTHER LOCATIONS AS SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE PROTECTED OR PRESERVATIVE-TREATED IN ACCORDANCE WITH AITC-109.
4. PLYWOOD FLOOR, WALL AND ROOF SHEATHING ARE DESIGNED AS DIAPHRAGMS AND SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF CHAPTER 23 OF THE INTERNATIONAL BUILDING CODE. UNLESS SHOWN OTHERWISE SPAN RATED PANELS SHALL BE FASTENED TO NOMINAL 2X SOUTHERN PINE FRAMING SPACED UP TO 24 INCHES ON CENTER IN ACCORDANCE WITH THE FOLLOWING:
   PANELS UP TO 1/2 INCH THICK: 8d NAILS AT 6" O.C. EDGE, 12" O.C. ELSEWHERE
   PANELS UP TO 5/8 INCH THICK: 10d NAILS AT 6" O.C. EDGE, 12" O.C. ELSEWHERE
   PANELS UP TO 3/4 INCH THICK: 12d NAILS AT 6" O.C. EDGE, 12" O.C. ELSEWHERE
5. WOOD FRAMING CONNECTORS: ALL CONNECTORS SHALL BE GALVANIZED, CONNECTOR MODEL NUMBERS SHOWN ARE STRONG-TIE CONNECTORS AS MANUFACTURED BY SIMPSON STRONG-TIE CO. SUBSTITUTIONS ARE ACCEPTABLE WITH THE APPROVAL OF THE STRUCTURAL ENGINEER. UNLESS SHOWN OTHERWISE, INSTALL SIZE AND NUMBER OF FASTENERS SHOWN IN LATEST SIMPSON CATALOG, FOLLOW ALL MANUFACTURER'S REQUIREMENTS & RECOMMENDATIONS FOR INSTALLATION & HANDLING OF THE PRODUCT.
6. ALL MACHINE BOLTS SHALL CONFORM TO ASTM A307. HOLES FOR BOLTS SHOULD BE DRILLED 1/16" LAGER THAN BOLT DIAMETER.
7. FOR NON-SHEAR WALL APPLICATIONS, ROUND WASHERS SHALL BE USED ON ALL BOLTS AND SHOULD CONFORM WITH ANSI/ASME B-18.22.1. USE MIN 1 3/8" Ø X 7/64" THICK WASHER FOR 1/2" Ø BOLT, 1 3/4" Ø X 9/64" THICK WASHER FOR 5/8" Ø BOLT AND 2 1/2" Ø X 11/64" THICK WASHER FOR 1" Ø BOLT (UON).
8. ALL NAILS SHALL BE SINKER NAILS STAGGERED (UON), EXCEPT AS SHOWN IN NAILING SCHEDULE.
9. ALL FRAMING, BRACING, NAILING, NOTCHING, DRILLING OR BORING SHALL BE IN ACCORDANCE WITH THE BUILDING CODE UNLESS MORE STRINGENT REQUIREMENTS ARE SPECIFIED OR REQUIRED BY THE LOCAL JURISDICTION.
10. FABRICATION AND HANDLING OF GLUE-LAM BEAMS SHALL BE PER ANSI/AITC A 190.1 STANDARD BEAMS TO BEAR LEGIBLE APA-EWS OR AITC GRADE STAMP. AN APA-EWS CRAN AITC CERTIFICATE OF CONFORMANCE FOR GLUE-LAMINATED MEMBERS SHOULD BE SUBMITTED TO THE FIELD INSPECTOR PRIOR TO INSTALLATION AND GLUE-LAM MEMBERS SHALL BE 24F-V4, DF/DF WITH STANDARD CAMBER OR ROOF BEAMS EXCEPT CANTILEVER END (UON), ALL CANTILEVER ENDS AND FLOOR BEAMS SHALL HAVE ZERO CAMBER (UON), ALL BEAMS SHALL BE FABRICATED USING WATERPROOF GLUE.
11. FASTENERS IN CONTACT WITH PRESERVATIVE-TREATED LUMBER AND FIRE-RETARDANT TREATED WOOD SHALL BE OF HOT-DIPPED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER.
    EXCEPTION: PLAIN CARBON STEEL FASTENERS IN SBX/DOT AND ZINC BORATE PRESERVATIVE-TREATED WOOD IN AN INTERIOR, DRY ENVIRONMENT SHALL BE PERMITTED.
12. STRUCTURAL INFORMATION SHOWN ON FRAMING PLANS IS FOR THE MAIN STRUCTURAL ELEMENTS. NON-STRUCTURAL ELEMENTS SHALL BE CONSTRUCTED PER APPROVED CODE REQUIREMENTS.
13. CONVENTIONAL LIGHT FRAMED CONSTRUCTION REQUIREMENTS OF CHAPTER 23 SHOULD BE FOLLOWED AS REQUIRED.
14. WEIGHT OF THE ROOF TILE IS CONSIDERED TO BE 5 PSF MAX. (TOTAL ROOF DEAD LOAD OF 20 PSF). IF ROOFING MATERIAL EXCEEDS THIS LOAD, THE FRAMING CONTRACTOR SHALL NOTIFY THE EOR IN WRITING PRIOR TO CONSTRUCTION. TRUSS MANUFACTURER SHALL VERIFY ROOFING MATERIAL PRIOR TO DESIGN OF TRUSSES.
15. ALL LEDGERS SHALL BE SPLICED WITH ST22 STRAPS (UON).

ENGINEERED WOOD TRUSSES

1. WOOD TRUSS SHALL BE DESIGNED AND CONSTRUCTED COMPLY WITH TPI HB1 LATEST ADDITION, ENGINEERED WOOD TRUSS SYSTEMS SHALL BE DESIGNED BY THE SUPPLIER'S SPECIALTY ENGINEER TO CONFIGURATION AND LOAD-CARRYING CAPACITY SHOWN ON DRAWINGS AND SPECIFICATIONS. ALTERNATE TRUSS LAYOUTS ARE ACCEPTABLE ONLY AS A CHANGE ORDER WHICH WILL INCLUDE ENGINEERING CHARGES FOR REDESIGN OF THE STRUCTURE BY THE ENGINEER OF RECORD. SUBMIT DESIGN CALCULATIONS AND SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION. SHOP DRAWINGS SHALL SHOW AND SPECIFY ALL CONNECTOR TYPES UTILIZED WITHIN TRUSSES, AS WELL AS CONNECTORS UTILIZED IN ALL OTHER CONNECTIONS AND ATTACHMENTS BETWEEN TRUSSES OR COMPONENTS SUPPLIED AS PART OF THE ENGINEERED TRUSS SYSTEM. AN ERECTION DRAWING SHALL BE INCLUDED IDENTIFYING ALL TRUSS SYSTEM COMPONENTS AS WELL AS ALL PERMANENT BRACING REQUIRED FOR THE TRUSSES PER DESIGN. IT SHALL BE THE RESPONSIBILITY OF THE MANUFACTURER TO OBTAIN BUILDING DEPARTMENT APPROVAL OF CALCULATIONS AND SHOP DRAWINGS PRIOR TO FABRICATION.
2. ALL CONNECTIONS INVOLVING TRUSSES SHALL BE ICC APPROVED AND OF ADEQUATE STRENGTH TO RESIST STRESSES DUE TO THE LOADINGS INVOLVED AND SHALL BE DESIGNED AND SPECIFIED BY THE TRUSS MANUFACTURER.
3. ENGINEERED SHOP DRAWINGS SHALL BEAR THE SIGNATURE AND SEAL OF THE REGISTERED ENGINEER IN THE PROJECT STATE AS THE DELEGATED ENGINEER, UNO, THE FOLLOWING LOAD DURATION FACTORS SHALL BE USED:

DEAD LOAD	0.90
DEAD LOAD + FLOOR LIVE LOAD	1.00
DEAD LOAD + ROOF LIVE LOAD	1.25
DEAD LOAD + SNOW LOAD	1.15
DEAD LOAD + WIND LOAD	1.60

4. WOOD TRUSS DESIGN LOADS:
   20 PSF — ROOF LIVE LOAD
   8 PSF — DEAD LOAD (SHINGLES)
   10 PSF — SUPERIMPOSED ROOF DEAD LOAD
   15 PSF — SELF WEIGHT
   10 PSF — DEAD LOAD IN AVAILABLE TO RESIST WIND UPLIFT
   FOR TRUSS DESIGN ASSUME:
   5 PSF BOTTOM CHORD DEAD LOAD
   18 PSF TOP CHORD DEAD LOAD
5. WOOD TRUSS MANUFACTURER TO DESIGN BOTTOM CHORDS OF WOOD ROOF TRUSSES FOR A MINIMUM OF 15 PSF LIVE LOAD.
6. TOTAL LOAD AND LIVE LOAD VERTICAL DEFLECTIONS FOR ROOF MEMBER SHALL BE LIMITED TO L/240 AND L/360 (UON).
7. TRUSS SYSTEM FABRICATOR SHALL PROVIDE ALL TRUSS-TO-TRUSS HANGERS AS REQUIRED TO RESIST GRAVITY AND UPLIFT REACTIONS. UPLIFT LOADING SHALL USE COMPONENT & CLADDING WIND PRESSURES.
8. WOOD TRUSS SYSTEM SHALL BE BRACED AND ERECTED IN ACCORDANCE WITH THE LATEST EDITION OF THE BUILDING COMPONENT SAFETY INFORMATION GUIDE TO GOOD CONNECTED WOOD TRUSSES, JOINTLY PRODUCED BY WTCA AND TRUSS PLATE INSTITUTE. BRACING IN THE PLANE OF THE WEB MEMBERS:
   A. THE TRUSS FABRICATOR SHALL PROVIDE AND LOCATE CONTINUOUS LATERAL BRACING FOR EACH TRUSS WEB MEMBER AS REQUIRED.
   B. LATERAL BRACING SHALL BE RESTRAINED BY DIAGONAL BRACING (MIN 2" THICK NOMINAL LUMBER). THIS BRACING IS TO BE CONTINUOUS.
   C. A MINIMUM OF TWO ROWS OF DIAGONAL BRACING IS REQUIRED, ONE AT EACH VERTICAL WEB MEMBER CLOSEST TO BEARING LOC



ZONE PRESSURES ROOF DIAGRAM

COMPONENTS & CLADDING ULTIMATE WIND PRESSURES (PSF)

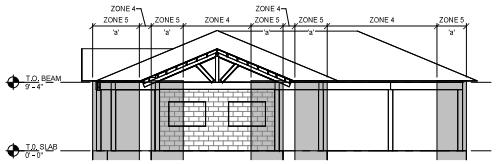
HIP ROOFS ⊖ < 20°		TRIBUTARY AREA					
		≤ 10 SF	20 SF	50 SF	100 SF	150 SF	≥ 200 SF
ZONE 1	SUCTION (-)	-74.8	-66.3	-55.0	-46.4	-46.4	-46.4
	PRESSURE (+)	41.7	36.0	28.4	22.7	22.7	22.7
ZONE 2	SUCTION (-)	-103.2	-89.0	-70.1	-55.9	-55.9	-55.9
	PRESSURE (+)	41.7	36.0	28.4	22.7	22.7	22.7
ZONE 3	SUCTION (-)	-103.2	-92.3	-77.8	-66.8	-60.4	-55.9
	PRESSURE (+)	41.7	36.0	28.4	22.7	22.7	22.7

OVERHANG		TRIBUTARY AREA			
		≤ 10 SF	20 SF	50 SF	≥ 100 SF
ZONE 2/ OH	SUCTION (-)	-160.0	-142.3	--	--

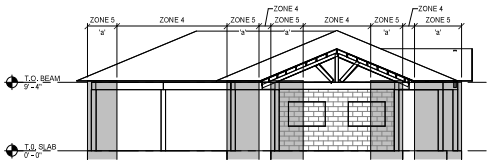
WALLS		TRIBUTARY AREA					
		≤ 10 SF	20 SF	50 SF	100 SF	150 SF	≥ 200 SF
ZONE 4	SUCTION (-)	-60.6	-58.1	-54.8	-52.2	-50.8	-49.7
	PRESSURE (+)	55.9	53.4	50.0	47.5	46.0	45.0
ZONE 5	SUCTION (-)	-74.8	-69.8	-63.1	-58.1	--	-53.1
	PRESSURE (+)	55.9	53.4	50.0	47.5	--	45.0

TABLE NOTES:

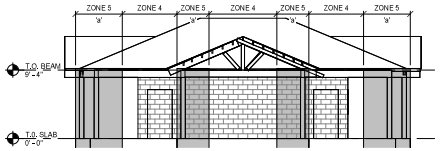
1. a = ' - " AND h = ' - "
2. THE WIND LOADS PRESENTED ARE THE ASCE 7 ULTIMATE STATE WIND LOADS MULTIPLIED BY 0.6 FOR ALLOWABLE STRESS DESIGN AND ARE TO BE APPLIED TO THE BUILDING'S CLADDING SYSTEM IN THE SAME MANNER AS WOULD WIND LOADS CALCULATED BY CODE ANALYTICAL METHODS.
3. LINEAR INTERPOLATION BETWEEN WIND PRESSURES AT MAX & MIN TRIBUTARY AREAS IS ALLOWED
4. HATCH PATTERNS CORRESPOND TO ZONES AS NOTED ON TABLE
5. FOR PRESSURE VALUES AT OVERHANGS USE SAME AS CORRESPONDING EDGE CONDITION



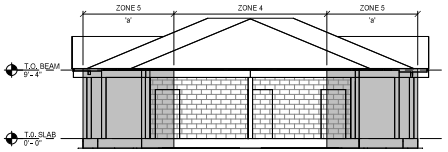
NORTH WALL ELEVATION DIAGRAM



SOUTH WALL ELEVATION DIAGRAM



EAST WALL ELEVATION DIAGRAM



WEST WALL ELEVATION DIAGRAM

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Restroom Pavilion @ Wilderness Trail

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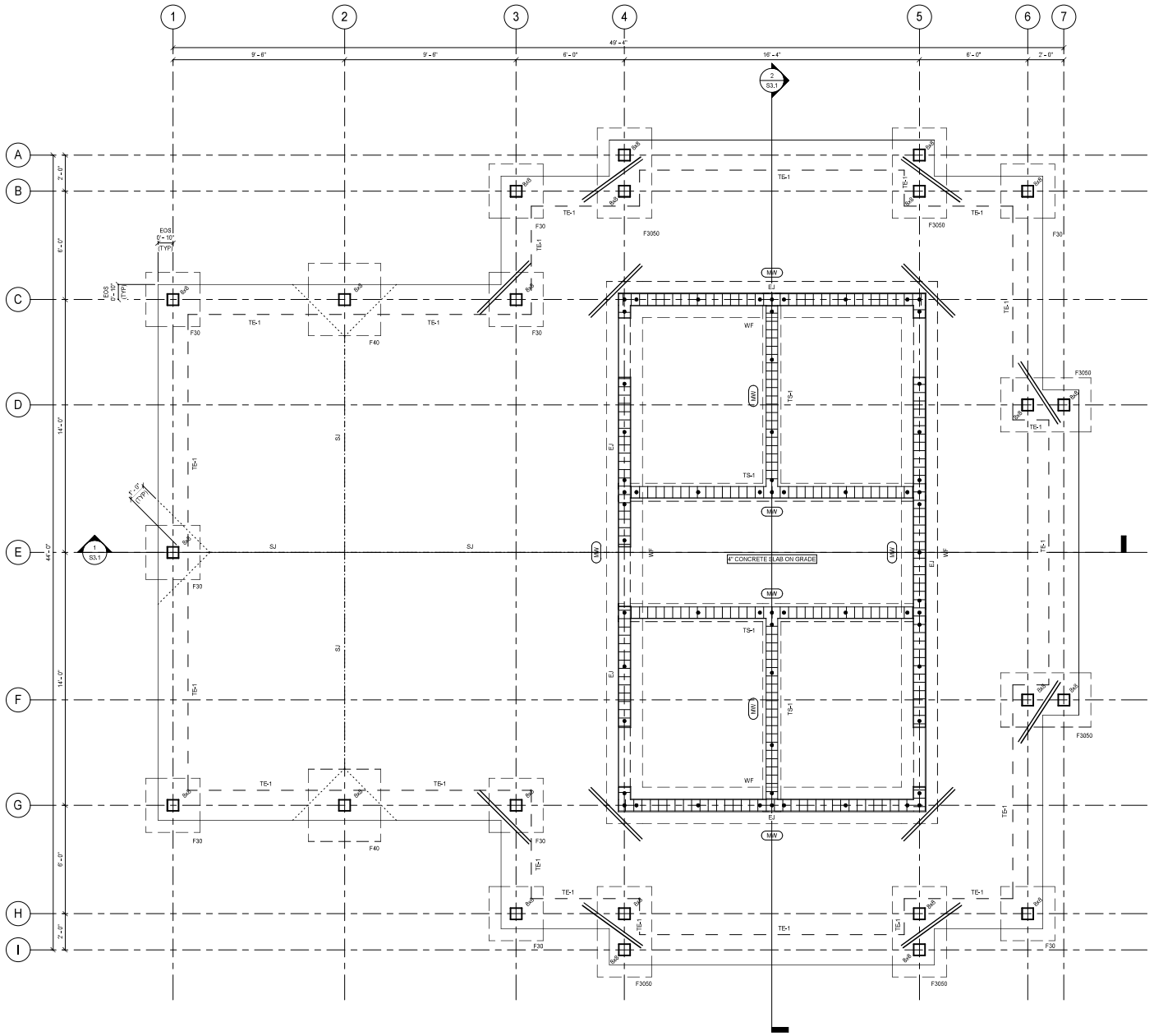
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Status	BID SET
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COMPONENTS AND CLADDING

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STATE OF Florida

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FOUNDATION PLAN NOTES

1. SEE S0.X SERIES SHEETS FOR GENERAL NOTES, LEGEND, & ABBREVIATIONS.
2. SEE S-5.1 FOR TYPICAL FOUNDATION DETAILS.
3. SEE S-5.2 FOR TYPICAL CMU DETAILS.
4. SEE S-6.0 SERIES SHEETS FOR CONCRETE COLUMN, BEAM, & CMU WALL SCHEDULES.
5. PROVIDE REENTRANT CORNER BARS AS SHOWN IN DETAIL _____.
6. VERIFY ELEVATIONS WITH ARCH DWGS PRIOR TO CONSTRUCTION.
7. REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS AND DIMENSIONS FOR ALL SLAB EDGES, OPENINGS, DEPRESSIONS, PADS, CURBS, ETC. GC TO VERIFY SIZE AND LOCATION OF SLAB OPENINGS WITH ARCHITECTURAL AND MEP DRAWINGS, PURCHASED EQUIPMENT, AND APPROVED SHOP DRAWINGS. REFER TO NOTES AND DETAILS FOR ADDITIONAL REQUIREMENTS RELATED TO SLAB OPENINGS.
8. GC TO COORDINATE DIMENSIONS OF ELEVATOR OPENINGS AND PITS WITH ACTUAL ELEVATOR SELECTED. PROVIDE ALL NECESSARY EMBED PLATES OR OPENINGS REQUIRED BY MANUFACTURER(S). REFER TO NOTES AND DETAILS FOR ADDITIONAL REQUIREMENTS RELATED TO EMBEDS AND OPENINGS.
9. REFER TO ARCH DRAWINGS FOR SLOPES, DIMENSION, GEOMETRY, ELEVATIONS, AND WATER PROOFING.
10. NOMINAL TOP OF SLAB ON GRADE ELEVATION = 0' - 0". VERIFY WITH ARCHITECTURAL DRAWINGS FOR FF AND FG.
11. TOP OF FOOTING ELEV. UNO = -1' - 4".
12. F30 INDICATES 3'-0" x 2'-0" x 1'-4" FOOTING w/ (4) #5'S EW T&B.
13. F40 INDICATES 4'-0" x 4'-0" x 1'-4" FOOTING w/ (5) #5'S EW T&B.
14. F3050 INDICATES 5'-0" x 3'-0" x 1'-4" FOOTING w/ (4) #5'S LW & (6) #5'S SW T&B.
15. WF INDICATES 2'-0 x 1'-4" x CONT WALL FOOTING w/ (3) #5 CONT BOTT.
16. TS-1 INDICATES 12" x 12" x CONT THICKENED SLAB w/ (3) #5 CONT.
17. TE-1 INDICATES 18" x 12" x CONT THICKENED EDGE w/ (3) #5 CONT & #5 @ 12" OC TRANSVERSE.

PLAN LEGEND

- CMU WALL
- FOUNDATION BELOW
- 8x8 PT TIMBER COLUMN
- SJ — SAW CUT JOINT SEE DETAIL 3 / S5.1

1 S1.1 **FOUNDATION PLAN**
3/8" = 1'-0"

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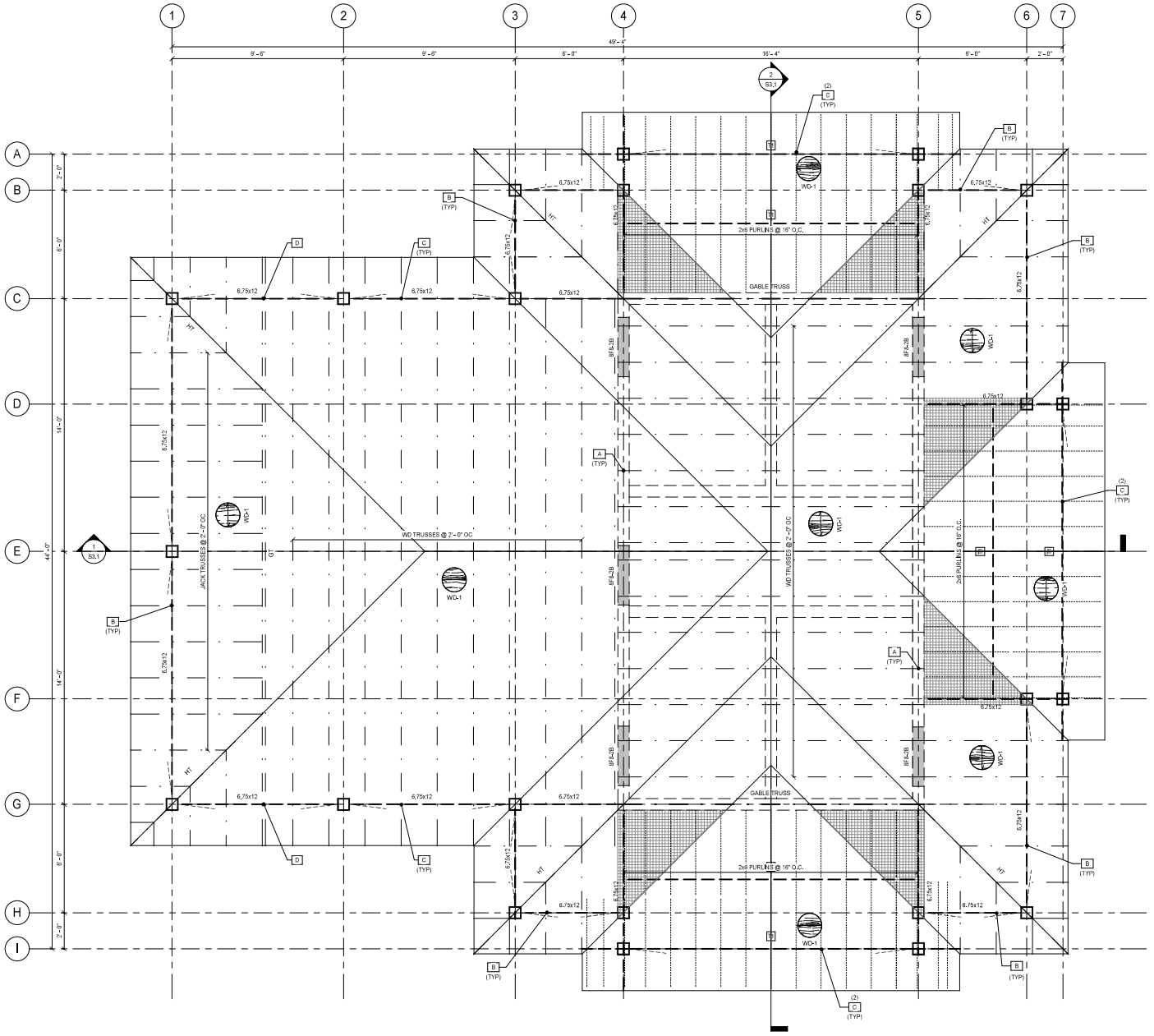
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FOUNDATION PLAN



ROOF FRAMING PLAN NOTES

1. SEE S-0.1 SERIES SHEETS FOR GENERAL NOTES, LEGEND, & ABBREVIATIONS.
2. SEE S-4.2 FOR TYPICAL CMU DETAILS.
3. SEE S-5.3 FOR TYPICAL WOOD DETAILS
4. G.C. MAY BE REQUIRED TO SHORE THE WALLS/COLUMNS DURING CONSTRUCTION WHILE UNBRACED BY THE ROOF-DECK STRUCTURE. SEE STRUCTURAL NOTES FOR ADDITIONAL INFORMATION.
5. VERIFY ELEVATIONS WITH ARCH DWGS PRIOR TO CONSTRUCTION.
6. GC TO COORDINATE ARCHITECTURAL, MECHANICAL, ELECTRICAL, & PLUMBING DRAWINGS WITH TRUSS MANUFACTURERS SHOP DRAWINGS.
7. REFER TO ARCH DRAWINGS FOR ROOFING MATERIAL, SLOPES, DIMENSION, GEOMETRY, ELEVATIONS, AND WATER PROOFING.
8. TRUSS LAYOUT IS SCHEMATIC, FINAL TRUSS LAYOUT AND TRUSS-TO-TRUSS CONNECTIONS SHALL BE DESIGNED BY SPECIALTY TRUSS ENGINEER FOLLOWING THE ALL CODE PRESCRIBED LOADS AND DESIGN LOADS LISTED IN THESE DRAWINGS.
9. TRUSSES SHALL BE DESIGNED FOR GRAVITY LOADS, NET PRESSURE, AND SUCTION WIND INDICATED IN WIND PRESSURE SCHEDULE.
10. REFER TO TRUSS TO STRUCTURE TIE-DOWN SCHEDULE, THIS SHEET
11. TOP OF GIRDER ELEVATION 9' - 4" UNO.
12. ROOF WOOD DECK TO BE 3/4" APA RATED PLYWOOD SHEATHING.

PLAN LEGEND

- WALL/BEAM/FOUNDATION BELOW
- 8F16-2B/2T — PRE-CAST LINTEL & MARK
- WOOD TRUSS OVERFRAMING
- 16LH08 @ 4'-0" O.C. — FRAMING TYPE & SPACING
- PRE-ENGINEERED TRUSS
- PRE-ENGINEERED TRUSS GIRDER
- A — TRUSS TIE-DOWN MARK
- PLYWOOD DECK SPAN DIRECTION

ROOF TRUSS TIE-DOWN SCHEDULE

MARK	TYPE	CAPACITY (LB)	FASTENERS	CORROSION PROTECTION
(A)	LTA2	U = 990 F1 = 415 F2 = 735	(10) 0.148 X 1 1/2" NAILS TO TRUSS EMBED INTO BEAM	ZINC GALVANIZED
(B)	H1A	U = 545 F1 = 420 F2 = 265	(4) 0.131 X 1 1/2" NAILS TO TRUSS (4) 0.131 X 1 1/2" NAILS TO PL / BM	ZINC GALVANIZED
(C)	H2.5A	U = 686 F1 = 100 F2 = 600	(5) 0.131 X 2 1/2" NAILS TO TRUSS (5) 0.131 X 2 1/2" NAILS TO PL / BM	ZINC GALVANIZED
(D)	LGT2	U = 2040	(16) 0.148 X 3 1/4" NAILS TO TRUSS (14) 0.148 X 3 1/4" NAILS TO PL / BM	ZINC GALVANIZED
(E)	(1) VGT	U = 4940 F1 = 1185 F2 = 590	(16) 1/4 X 3" SDS TO TRUSS (1) 5/8"Ø ANCHOR THRU PLATE	ZINC GALVANIZED
(F)	MGT	U = 4365	(22) 1/4 X 3" NAILS TO GIRDER TRUSS (1) 5/8"ø ANCHOR	ZINC GALVANIZED

TIE-DOWN TABLE NOTES

1. FINAL TIE-DOWNS WILL BE BASED OFF OF THE TRUSS ENGINEER CALCULATIONS
2. U = UPLIFT, G = GRAVITY, F1 = PARALLEL TO WALL, F2 = PERPENDICULAR TO WALL, DN = DOWNLOAD
3. SEE CATALOG FOR MANUFACTURER NOTES
4. VERIFY TRUSS WIDTH
5. MOISTURE BARRIER (LE, TS52) AT BEARING LOCATION AS PER MFR REQUIREMENTS.
6. CORROSION PROTECTION ITEMS ARE CUSTOM AND REQUIRE A LEAD TIME, VERIFY WITH MFR FOR AVAILABILITY
7. GC TO FOLLOW STRICT FASTENER MANUFACTURER SPECIFICATIONS AND INSTALLATION PROCEDURES.

1 S1.2 — ROOF FRAMING PLAN
3/8" = 1'-0"

N

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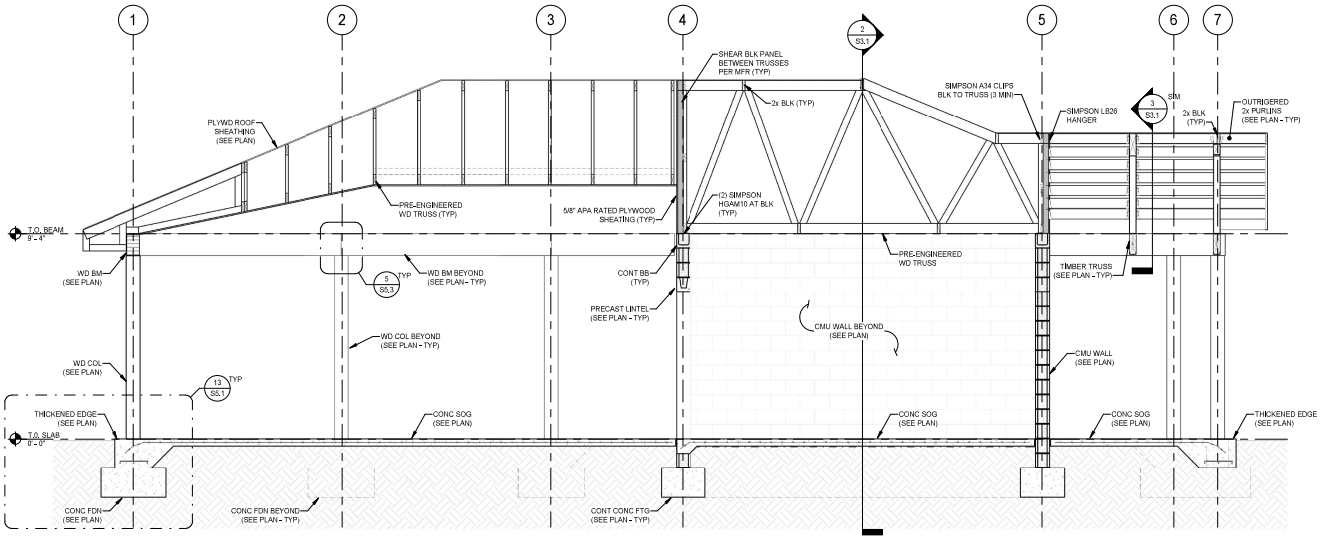
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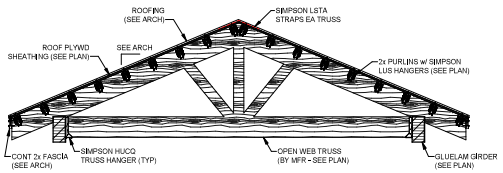
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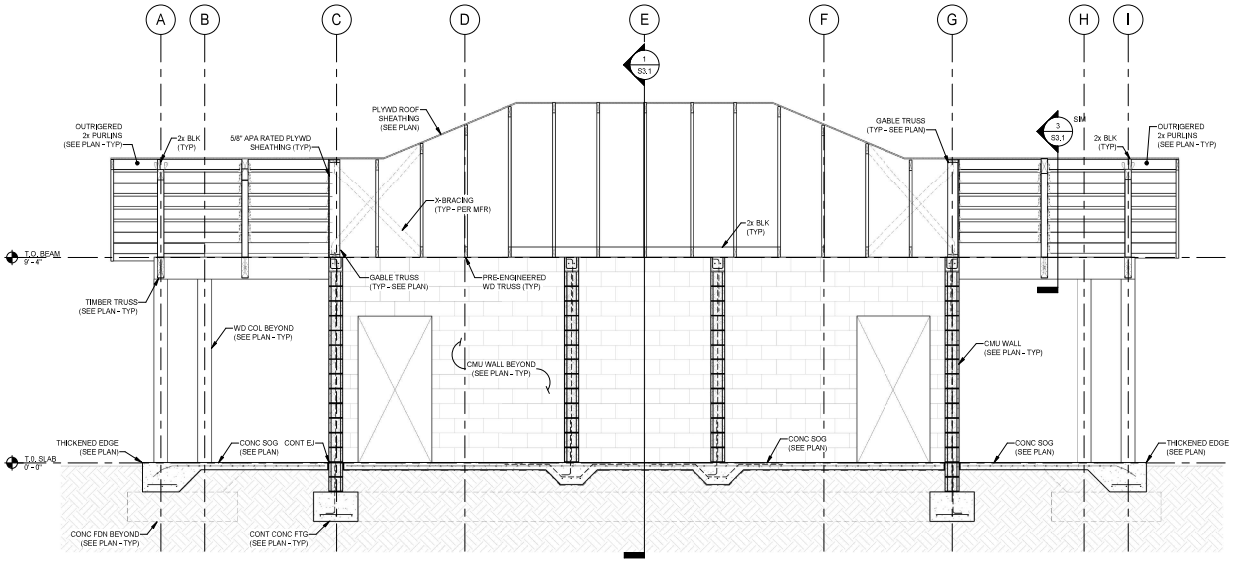
ROOF FRAMING PLAN



1 SECTION THRU BUILDING - EW
S3.1 — 3/8" = 1'-0"



3 TRUSS ELEVATION
S3.1 — 3/8" = 1'-0"



2 SECTION THRU BUILDING - NS
S3.1 — 3/8" = 1'-0"

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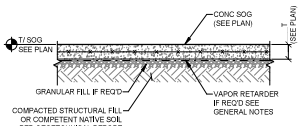
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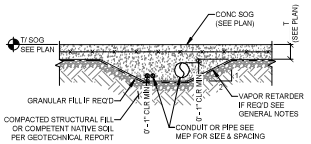
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SECTIONS

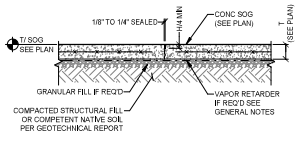
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1 S5.1 TYPICAL SLAB-ON-GRADE (SOG)
3/4" = 1'-0"

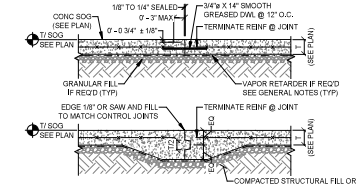


2 S5.1 TYPICAL SLAB-ON-GRADE AT PIPES
3/4" = 1'-0"



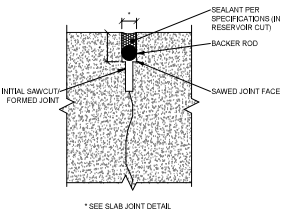
NOTE:
SAW-CUT JOINTS AFTER HARDENING WITH 8 HOURS OF CONCRETE PLACEMENT.

3 S5.1 SLAB-ON-GRADE SAW-CUT CONTROL JOINT (SJ)
3/4" = 1'-0"

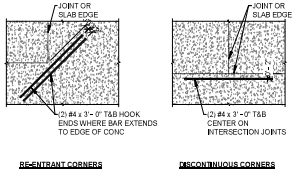


NOTE:
CONTRACTOR TO SUBMIT PROPOSED CONSTRUCTION JOINT LAYOUT PLAN FOR APPROVAL. SEE STRUCTURAL GENERAL NOTES FOR LAYOUT GUIDELINES.

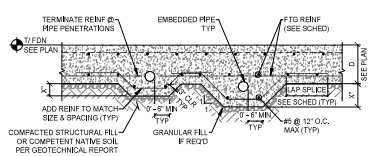
4 S5.1 SLAB-ON-GRADE CONSTRUCTION JOINT (CJ)
3/4" = 1'-0"



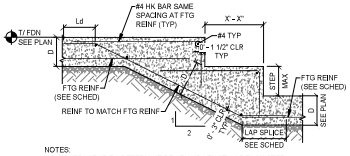
5 S5.1 SLAB JOINT FILLER DETAIL
1/2" = 1'-0"



6 S5.1 SLAB-ON-GRADE CRACK CONTROL BARS
1/2" = 1'-0"

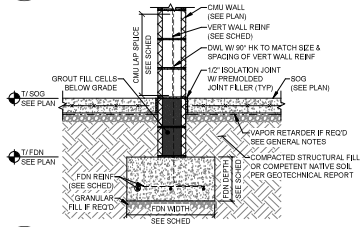


7 S5.1 PIPES IN FOOTING
1/2" = 1'-0"

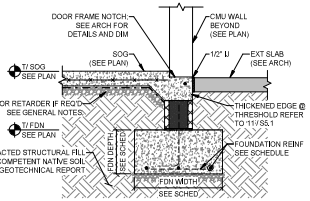


NOTES:
1. CONTRACTOR TO DETERMINE DROP AND LENGTH OF EACH STEP.
2. TOTAL ELEVATION CHANGE TO BE A MULTIPLE OF FOOTING THICKNESS. IF NOT, THE DROP MUST BE SMALLER THAN THE FOOTING THICKNESS.
3. STEP HORIZONTAL DIMENSION MUST BE AT LEAST TWICE THE STEP VERTICAL DIMENSION, 12" MINIMUM.

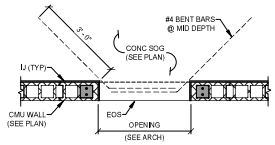
8 S5.1 STEP FOOTING
1/2" = 1'-0"



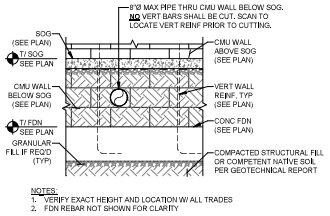
9 S5.1 EXTERIOR CMU WALL ON CONTINUOUS FOOTING
3/4" = 1'-0"



10 S5.1 DETAIL AT DOORWAY OPENINGS
3/4" = 1'-0"

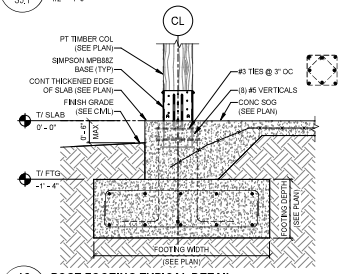


11 S5.1 THICKENED EDGE AT OPENING REINFORCEMENT
1/2" = 1'-0"



NOTES:
1. VERIFY EXACT HEIGHT AND LOCATION W/ ALL TRADES
2. FDN REBAR NOT SHOWN FOR CLARITY

12 S5.1 PIPE THRU CMU WALL BELOW GRADE
1/2" = 1'-0"



13 S5.1 POST FOOTING TYPICAL DETAIL
3/4" = 1'-0"

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Rev. #	Date

Project Number	24-0978
Status	BID SET
Issue date	07/11/2025
Sheet	S5.1

FOUNDATION TYPICAL DETAILS

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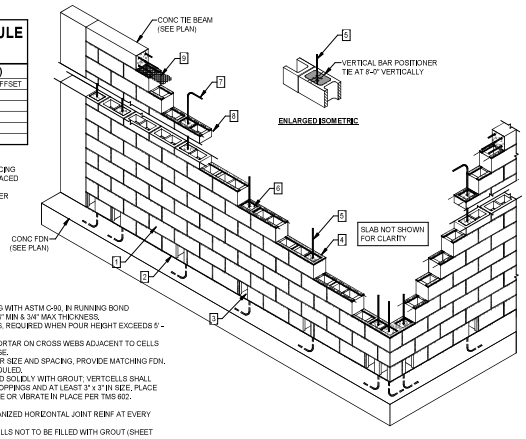
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STATE OF Florida

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CMU LAP SPLICE SCHEDULE
f'm = 2,000 PSI

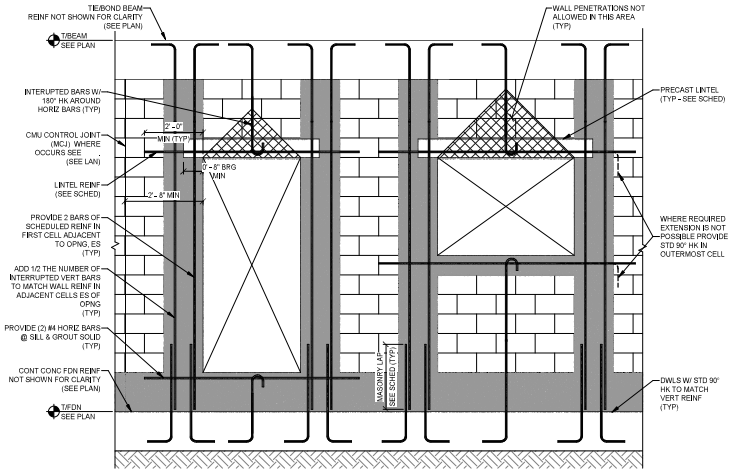
BAR SIZE	MIN LAP LENGTH (IN)	
	1-LAYER	2-LAYER / OFFSET
#4	18	22
#5	23	35
#6	34	64
#7	46	87
#8	69	131

NOTES:
1. STAGGER LAPS BETWEEN ADJACENT BARS
2. MINIMUM 3-0" FOR ALL HORIZONTAL REINFORCING
3. NONCONTACT LAP SPLICES SHALL NOT BE SPACED MORE THAN THE LESSER OF ONE-FIFTH THE REQUIRED LAP OR 8 IN. WHICHEVER IS SMALLER

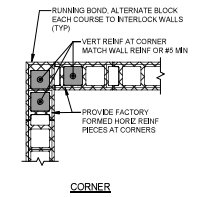


NOTES:
1. CONCRETE MASONRY UNITS (CMU), COMPLYING WITH ASTM C-90, IN RUNNING BOND
2. SET FIRST COURSE IN FULL MORTAR BED W/ 1/4" MIN & 3/4" MAX THICKNESS.
3. CLEAN-OUT OPENINGS AT GROUT FILLED CELLS, REQUIRED WHEN POUR HEIGHT EXCEEDS 5' - 4", MIN 3" WIDTH.
4. FACE SHELLS WITH TYPE M MORTAR; PLACE MORTAR ON CROSS WEBS ADJACENT TO CELLS WHICH WILL BE GROUTED TO PREVENT LEAKAGE.
5. VERT. REINF. IN GROUTED CELLS, SEE PLAN FOR SIZE AND SPACING, PROVIDE MATCHING FDN. DOWELS W/ STD 90° HKS, LAP SPLICE AS SCHEDULED.
6. CMU CELLS CONTAINING REINF SHALL BE FILLED SOLIDLY WITH GROUT; VERTCELLS SHALL PROVIDE A CONT CAVITY FREE OF MORTAR DROPPINGS AND AT LEAST 3" x 3" IN SIZE, PLACE GROUT IN LIFTS NOT TO EXCEED 12' - 8". PUDDLE OR VIBRATE IN PLACE PER TMS 602.
7. TERMINATE VERT WALL REINF IN STD 90° HKS.
8. NO. 9 GAUGE LADDER-TYPE HOT-DIPPED GALVANIZED HORIZONTAL JOINT REINF AT EVERY ALTERNATE COURSE (16" OC).
9. PLACE METAL LATH OR WIRE SCREEN OVER CELLS NOT TO BE FILLED WITH GROUT (SHEET METAL AND FELT PROHIBITED)

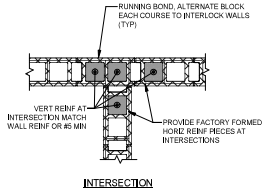
1 TYP. MASONRY WALL CONSTRUCTION DETAILS
S5.2 N.T.S.



2 CMU WALL CORNER & INTERSECTION REINF
S5.2 3/4" = 1'-0"

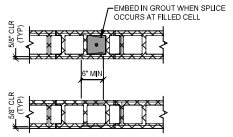


CORNER

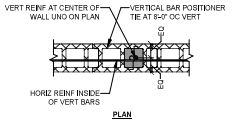


INTERSECTION

3 CMU WALL HORIZ JOINT REINF
S5.2 3/4" = 1'-0"



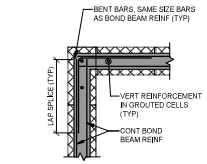
NOTE:
1. HORIZONTAL JOINT REINFORCEMENT SPACED @ 16" O.C. VERTICAL UON.
2. TERMINATE HORIZONTAL JOINT REINFORCEMENT AT WALL CONTROL JOINTS.



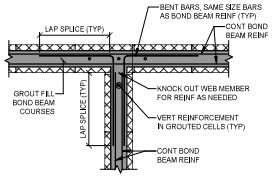
PLAN

NOTE:
WIRE POSITIONERS AS SHOWN SHALL BE USED IN ALL WALLS REQUIRING 1 BARS IN A CELL (SINGLE VERT REINFORCING)

4 CMU WALL HORIZONTAL REINFORCEMENT
S5.2 3/4" = 1'-0"

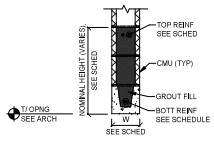


CORNER

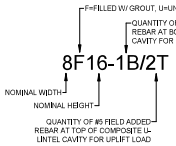


INTERSECTION

5 BAR BENDS AT MASONRY BOND BEAMS
S5.2 3/4" = 1'-0"



7 PRECAST LINTEL SECTION
S5.2 3/4" = 1'-0"

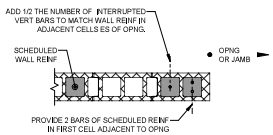


PRECAST LINTEL SCHEDULE

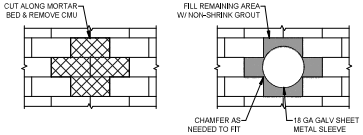
CLEAR SPAN	SAFE LOADS (PLF) GRAVITY/UPLIFT		
(ft-in)	8F8-1B/2T	8F16-1B/2T	8F24-1B/2T
<= 6-0	1,238/835	3,480/1,868	8,360/2,790
6-1 TO 9-4	753/591	1,843/1,318	3,466/1,989
9-5 TO 12	540/470	1,254/940	2,193/1,560
12-1 TO 14	442/410	1,002/717	1,697/1,358
14-1 TO 15-4	412/230	1,250/616	2,058/1,240
15-5 TO 17-4	300/192	950/506	1,509/1,005

NOTES:
1. SEE ARCHITECTURAL DWGS FOR SIZE AND LOCATION OF OPENINGS.
2. ONE #7 MAY BE SUBSTITUTED FOR TWO #5 REBAR IN 8" U-LINTELS ONLY.
3. PROVIDE 8" BEARING AT EACH JAMB REINFORCEMENT SHALL PROJECT A MINIMUM OF 16" ONTO THE BEARING.
4. MINIMUM MASONRY COMPRESSIVE STRENGTH OF GROUTED PRISM, f'm=2,000 PSI.
5. PRECAST CONCRETE LINTELS AS SHOWN MAY BE USED WITH ARCHITECTURAL APPROVAL, f'c=4000 PSI MINIMUM.
6. SAFE LOADS ARE SUPERIMPOSED ALLOWABLE LOADS.
7. TABLE VALUES WITH WHITE BACKGROUND ARE FOR PRECAST LINTELS.
8. TABLE VALUES WITH GREY SHADED BACKGROUND ARE FOR PRESTRESSED LINTELS.
9. FOR COMPOSIT U-LINTEL HEIGHTS NOT SHOWN, USE SAFE LOAD FROM NEXT LOWER HEIGHT.

8 TYP CMU LINTEL SCHEDULE
S5.2 N.T.S.



9 DETAIL AT JAMB OR OPENING
S5.2 3/4" = 1'-0"



NOTES:
1. FOR HOLES UP TO 8" IN DIAMETER, DETECT & AVOID VERTICAL REINF & CORE DRILL HOLE.
2. USE THIS DETAIL FOR HOLES LARGER UP TO 24 INCHES IN DIAMETER.

10 ROUND OPENING IN CMU WALL
S5.2 1/2" = 1'-0"

6 CMU OPENING REINFORCING DETAIL
S5.2 N.T.S.

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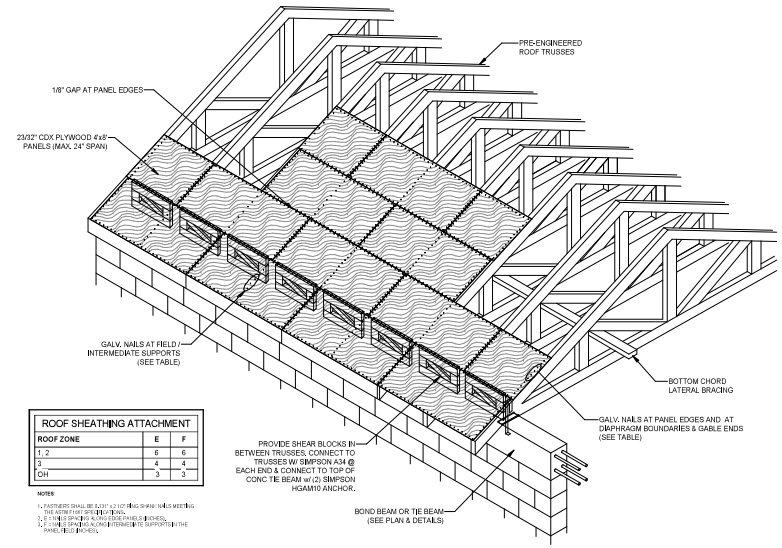
Project Number	24-0978
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Issue date	07/11/2025
Sheet	S5.2

CMU TYPICAL DETAILS

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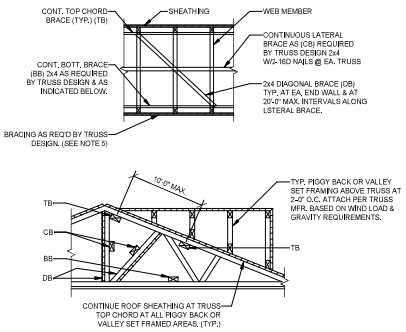
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ROOF SHEATHING ATTACHMENT		
ROOF ZONE	E	F
1,2	6	6
3	4	4
OH	3	3

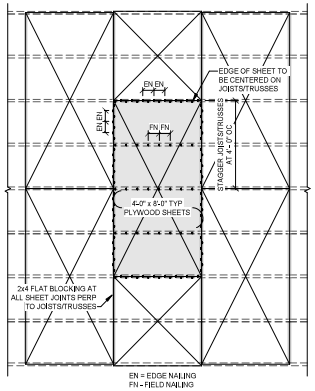
NOTES:
1. FASTNERS SHALL BE 8-32T x 2 1/2" HDG SHANK NAILS MEETING THE ASTM F1667 SPECIFICATIONS.
2. E = NAILS SPACED ALONG EDGE PANELS (INCHES).
3. F = NAILS SPACED ALONG INTERMEDIATE SUPPORTS IN THE PANEL FIELD (INCHES).

1 S5.3 ROOF NAILING PLAN W/ BLOCKING
3/8" = 1'-0"

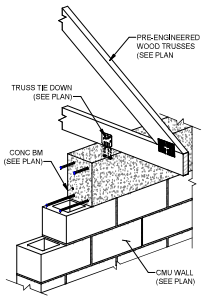


TRUSS NOTES:
1. WOOD TRUSS ERECTOR SHALL PROVIDE BRACING ACCORDING TO "COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING, AND BRACING METAL PLATE CONNECTED WOOD TRUSSES," HIB-91 (TRUSS PLATE INSTITUTE). NOTE THAT THE COMBINED WIND AREA IS GREATER BEFORE THE ROOF SHEETING IS APPLIED, AND BRACING SHALL THEREFORE BE INSTALLED AS THE TRUSSES ARE ERECTED. FULL BUNDLES OF PLYWOOD SHALL NOT BE PLACED ON TRUSSES. THIS CONSTRUCTION LOAD SHOULD BE LIMITED TO 8 SHEETS OF PLYWOOD ON ANY PAIR OF TRUSSES AND SHALL BE LOCATED ADJACENT TO THE SUPPORTS. NO EXCESS CONCENTRATION OF ANY CONSTRUCTION MATERIALS (SUCH AS GRAVEL OR SHINGLES) SHALL BE PLACED ON THE TRUSSES IN ANY ONE AREA. THEY SHALL BE SPREAD OUT EVENLY OVER A LARGE AREA SO AS TO AVOID OVERLOADING ANY ONE TRUSS.
2. ALL BRACING (DB,TB,BB) SHOWN ABOVE SHALL BE IN ADDITION TO CONTINUOUS LATERAL BRACING SPECIFIED BY THE TRUSS MANUFACTURER. ALL LATERAL BRACING SPECIFIED BY TRUSS MANUFACTURER SHALL HAVE ADDITIONAL DIAGONAL BRACES AT 20-0" O.C. MAXIMUM.
3. ALL BRACES SHALL BE 2X4 NOMINAL DIMENSION LUMBER AND SHALL BE ATTACHED WITH 3-16D NAILS AT EACH TRUSS INTERSECTION.
4. MINIMUM BRACING SHALL BE 2x4 CONTINUOUS AT TOP AND BOTTOM CHORDS 6-0" O.C. MAXIMUM. ADD DIAGONAL BRACING AS SHOWN ABOVE.
5. ADDITIONAL BOTTOM CHORD BRACING SHALL BE INSTALLED AS REQUIRED BY TRUSS DESIGN WHEREVER ADEQUATE STRUCTURAL CEILINGS ARE NOT ATTACHED DIRECTLY TO THE BOTTOM CHORD OF THE TRUSS.
6. PROVIDE TRUSS BLOCKING AT ALL TRUSS BEARING SUPPORTS WHERE TRUSS DEPTH EXCEEDS 12". SEE TYPICAL TRUSS BLOCKING DETAILS.

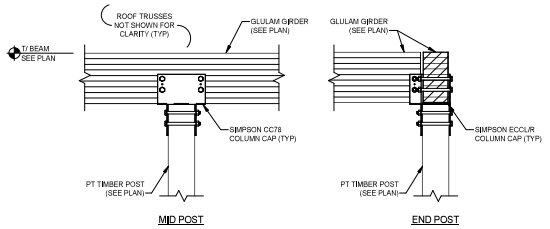
2 S5.3 WOOD TRUSS BRACE DETAIL
3/4" = 1'-0"



3 S5.3 ROOF SHEATHING LAYOUT W/ BLOCKING
3/8" = 1'-0"



4 S5.3 WOOD TRUSS TIE-DOWN
3/4" = 1'-0"



5 S5.3 BEAM TO POST CONNECTION DETAIL
3/4" = 1'-0"



/WINDOW & DOOR OPENINGS 6'-8" WIDE AND SMALLER/

2X P.T. BUCK W/ 1/4"Ø CONC SCREW ANCHORS W/ 1-1/2" EMBEDMENT @ 12" OC, START 3" FROM CORNERS.

/WINDOW & DOOR OPENINGS 7'-0" WIDE AND LARGER/

2X P.T. BUCK w/ 1/4"Ø CONC SCREW ANCHORS w/ 1-1/2" EMBEDMENT @ 8" OC, START 3" FROM CORNERS.

NOTES:
1. BUCKS TO BE FASTENED HORIZONTALLY AND VERTICALLY TO CONCRETE BEAMS AND COLUMNS OR CONCRETE FILLED MASONRY.
2. G.C. TO COORDINATE OPENING DIMENSIONS.
3. EXTERIOR GLAZED OPENINGS IN BUILDINGS SHALL COMPLY WITH THE MOST RECENT FLORIDA BUILDING CODE BY EITHER BEING DESIGNED FOR IMPACT RESISTANCE OR BEING PROTECTED BY IMPACT PROTECTIVE SYSTEMS.

6 S5.3 TYP. WOOD BUCK DETAIL
1/8" = 1'-0"

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FRAMING TYPICAL DETAILS

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LIGHTING FIXTURE SCHEDULE

SYMBOL	TYPE	DESCRIPTION	LAMPS NO.	LAMPS TYPE	LAMPS WATT	DRIVER TYPE	VOLTAGE	MOUNTING	REMARKS
▭	(M)	4' LED LENSED STRIP 5000 LUMEN H.E. WILLIAMS "TSL4" SERIES	INTEGRAL	LED 3500K	42.2	STANDARD OR 0-10V DIMMING	UNV	CEILING SUSPENDED	(3)(4)(6)
▯	(SW)	LED WALL MOUNTED LUMINAIRE 4171 LUMEN GARDCO "SWS" SERIES WITH PHOTOCELL	INTEGRAL	LED 4000	25	STANDARD OR 0-10V DIMMING	UNV	WALL	
□	(E)	2'x2' LED SHALLOW PLENUM RECESSED FIXTURE 2-3/8" DEEP 2924 LUMEN H.E. WILLIAMS "P1" SERIES	INTEGRAL	LED 3500K	21.5	STANDARD OR 0-10V DIMMING	UNV	CEILING RECESSED	(1)(5)
⇔		THERMOPLASTIC EMERGENCY BATTERY PACK BEGHELLI "EPE" SERIES	INTEGRAL	–	3	–		–	

NOTES:
(1) VERIFY CEILING TYPES PRIOR TO ORDERING FIXTURES.
(2) MOUNT AT 7'-6" ABOVE STAIR LANDING.
(3) PROVIDE FIXTURE WITH ACCESSORY WIRE GUARD.
(4) INSTALL FIXTURE ON SINGLE STEM ADJUSTABLE SWIVEL HANGERS WITH BOTTOM OF FIXTURE AT 10'-0".
(6) VERIFY DRIVER REQUIREMENTS FOR ALL LED FIXTURES. PROVIDE 0-10V DIMMING FOR SPECIFIC FIXTURES INDICATED WITH DIMMER CONTROL.

GENERAL NOTE:
NO SUBSTITUTIONS TO THE LIGHT FIXTURE SCHEDULE CONTAINED IN THESE DOCUMENTS WILL BE CONSIDERED WITHOUT PRIOR REVIEW AND/OR APPROVAL BY THE ARCHITECT AND ELECTRICAL ENGINEER.

GENERAL NOTE

LIGHTING FIXTURES SHALL BE AMERICAN MADE. PROVIDE ADD ALTERNATE FIXTURES OR EQUAL AS REQUIRED.

ELECTRICAL SPECIFICATIONS

PART 1 – GENERAL

A. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL NEW ELECTRICAL WORK INDICATED. CONSTRUCTION SHALL BE IN ACCORDANCE WITH DRAWINGS AND APPLICABLE SPECIFICATIONS. IF A PROBLEM IS ENCOUNTERED IN COMPLYING WITH THIS REQUIREMENT, CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER AS SOON AS POSSIBLE AFTER DISCOVERY OF THE PROBLEM AND SHALL NOT PROCEED WITH THAT PORTION OF THE WORK UNTIL ARCHITECT/ENGINEER HAS DIRECTED CORRECTIVE ACTION TO BE TAKEN.
B. THE CONTRACTOR SHALL VISIT THE JOB SITE PRIOR TO BID AND FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATIONS INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF.
C. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRIC CODE (AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION) AND ALL CODES AND ORDINANCES OF THE AUTHORITY HAVING JURISDICTION. THE SPECIFICATION, CODES AND STANDARDS LISTED BELOW ARE UTILIZED IN THIS PROJECT.
   1. NATIONAL ELECTRICAL CODE (NFPA–70, 2020 EDITION)
   2. CODE FOR SAFETY TO LIFE (NFPA–101, 2021 EDITION)
   3. STANDARD FOR THE INSTALLATION, MAINTENANCE AND USE OF LOCAL PROTECTIVE SIGNALING SYSTEMS (NFPA–72, 2019 EDITION)
   4. UNDERWRITERS' LABORATORIES (UL)
   5. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)
   6. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)
   7. FEDERAL SPECIFICATION (FED. SPEC.)
   8. INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA)
   9. FLORIDA BUILDING CODE. FBC 2023 EDITION
   10. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE)
   11. CITY OF PORT SAINT LUCIE BUILDING CODE. (AMENDMENTS TO FLORIDA BUILDING CODE FBC 2023)
   12. ADDITIONALLY, DESIGNS, WORK PRACTICES AND CONDITIONS MUST CONFORM WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (OSHA)
D. DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATION OF ALL EQUIPMENT. CONFIRM WITH OWNER'S REPRESENTATIVE.
E. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. THE CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS NECESSARY FOR EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
F. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FROM A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE.
G. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED THERE BY.
H. ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
CONTRACTOR SHALL PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR TO OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. THE TERM "PROVIDE" USED IN THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS SHALL MEAN THAT THE CONTRACTOR IS TO FURNISH, INSTALL AND CONNECT COMPLETE.

PART 2 – PRODUCTS

A. MINIMUM WIRE SIZE SHALL BE #12 A.W.G. (EXCEPT AS NOTED OTHERWISE FOR CONTROL WIRING). ALL CONDUCTORS SHALL BE 98% CONDUCTIVITY, COPPER WITH "THHN–THWN" INSULATION UNLESS OTHERWISE NOTED.
B. ELECTRICAL METALLIC TUBING (EMT) SHALL BE OF BEST QUALITY STEEL, SMOOTH INSIDE AND OUT AND SHALL BE HOT–DIPPED GALVANIZED.
C. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET OR DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
D. RIGID NONMETALIC CONDUIT SHALL BE SCHEDULE 40 PVC.
E. ALL MATERIALS SHALL BE NEW AND BEAR UNDERWRITERS' LABELS WHERE APPLICABLE.
F. PANELBOARDS:
   1. CURRENT CARRYING BUSES SHALL BE COPPER. GROUND BUS BARS SHALL BE COPPER.
   2. ALL CIRCUIT BREAKERS SHALL BE BOLT ON. PLUG–IN BREAKERS ARE NOT ACCEPTABLE.
   3. CIRCUIT BREAKERS USED AS SWITCHES IN FLUORESCENT OR HID LIGHTING CIRCUITS SHALL BE LISTED AND MARKED "SWD"
   4. ALL CIRCUIT BREAKERS FEEDING MECHANICAL EQUIPMENT SHALL BE HACR TYPE.
   5. A.I.C. RATINGS SHALL BE AS INDICATED ON PANELBOARD SCHEDULES.
   6. ALL PANELBOARDS SHALL BE FURNISHED WITH PLASTIC LAMINATE NAMEPLATES WITH 1/4" ENGRAVED LETTERING FOR PANEL IDENTIFICATION.
   7. ALL PANELBOARDS SHALL BE PROVIDED WITH TYPE–WRITTEN DIRECTORY OF BRANCH CIRCUIT DESIGNATIONS.
G. DISCONNECT SWITCHES SHALL BE H.P. RATED, HEAVY DUTY, QUICK–MAKE, QUICK–BREAK, ENCLOSURES SHALL BE NEMA–1 FOR INDOOR LOCATIONS, NEMA 3R FOR OUTDOOR LOCATIONSOR AS OTHERWISE NOTED.
H. MOTOR STARTERS SHALL BE MANUAL OR MAGNETIC AS INDICATED ON THE ELECTRICAL DRAWINGS, WITH OVERLOAD RELAYS IN EACH PHASE.
WIRING DEVICES (GENERAL PURPOSE RECEPTACLES AND WALL SWITCHES) COLOR SHALL BE COORDINATED WITH CLIENT.

PART 3 – EXECUTION

A. COLOR CODING OF CONDUCTORS SHALL BE AS FOLLOWS:
   1. 208/120 VOLTS, 3 PHASE, 4–WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BLACK, 1 RED AND 1 BLUE. GROUNDED (NEUTRAL) CONDUCTOR: WHITE. GROUNDING CONDUCTORS SHALL BE GREEN.
   2. 480/277 VOLT, 3–PHASE, 4–WIRE SYSTEM: UNGROUNDED CONDUCTORS: 1 BROWN, 1 YELLOW, AND 1 PURPLE. GROUNDED (NEUTRAL) CONDUCTORS: GREY. GROUNDING CONDUCTORS SHALL BE GREEN.
   3. BRANCH CIRCUIT WIRING (#6 AND SMALLER) SHALL BE COLOR CODED BY CONTINUOUS INSULATION COLOR AND FEEDERS AND SERVICES (#4 AND LARGER) SHALL BE CODED AT ALL JUNCTION OR PULL POINTS (EXCEPT LB'S OR LBD'S) USING COLOR MARKERS OR PLASTIC TAPE MANUFACTURED FOR THE PURPOSE.
B. WIRING METHODS
   1. ALL CONDUCTORS SHALL BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) UNLESS OTHERWISE NOTED, SPECIFIED OR AS SPECIFICALLY PROHIBITED BY THE AUTHORITY HAVING JURISDICTION. ALL FITTINGS AND COUPLINGS FOR EMT CONDUIT SHALL BE ALL STEEL RAIN TIGHT COMPRESSION TYPE OR ALL STEEL CONCRETE TIGHT SET SCREW TYPE.
   2. SCHEDULE 40 PVC CONDUIT, WITH FITTINGS AND COUPLINGS APPROPRIATE FOR THE USE, SHALL BE INSTALLED UNDERGROUND OR BELOW SLABS ON GRADE.
   3. TYPE MC CABLE WITH ALUMINUM ARMOR AND INTERNAL GROUND IS ACCEPTABLE FOR USE AS GENERAL BRANCH CIRCUIT WIRING FOR CIRCUITS 20 AMPERES OR LESS AND CONCEALED IN WALLS OR ABOVE SUSPENDED CEILING AND AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.
C. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE LATEST EDITION OF THE N.E.C. AND LOCAL CODES.
D. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE AND ACCEPTED BY ENGINEER/ARCHITECT.
E. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
F. THE ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER AND TELEPHONE COMPANIES, AND SHALL BE FULLY COORDINATED WITH THEM PRIOR TO COMMENCEMENT OF WORK.
G. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES, AND WIRING DEVICES, FOR ALL OUTLETS AS INDICATED.
H. MATERIALS, PRODUCTS, AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SUCH AS APPEAR ON THE UL LIST OF APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF NEC, NEMA, AND IECE.
CONTRACTOR SHALL SUBMIT AT LEAST FIVE (5) SETS OF SHOP DRAWINGS OR CUT SHEETS OF LIGHTING FIXTURES, SWITCHES, AND OTHER ELECTRICAL ITEMS FOR APPROVAL BY ENGINEER/ARCHITECT. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED OF HIS WORK.
K. ALL LAY–IN LIGHTING FIXTURES SHALL BE SECURED TO THE SUSPENDED CEILING GRID AT EACH CORNER.
L. CONTRACTOR SHALL COORDINATE WITH MECHANICAL DRAWINGS AND PROVIDE ALL NECESSARY CONTROL WIRING.
M. ALL ELECTRICAL POWER WIRING FOR THE HVAC SYSTEM INCLUDING WIRING THRU LINE VOLTAGE CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
N. THE CONTRACTOR SHALL CONFIRM WITH THE ELECTRICAL UTILITY COMPANY ANY AND ALL REQUIREMENTS SUCH AS: METERING EQUIPMENT REQUIREMENTS AND METERING EQUIPMENT LOCATION, TRANSFORMER SIZE AND LOCATION OR SERVICE POINT, CONDUIT ENTRY AND LUG SIZE RESTRICTIONS. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED DOWN TIME FOR THE OWNERS CONFIRMATION.
ANY CONFLICTS AND DESCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK.
O. PER NEC 210.8(B)(2) ALL 15– AND 20–AMPERE, 125–VOLT RECEPTACLES IN NONDWELLING–TYPE KITCHENS TO BE GFCI PROTECTED.

BRANCH CIRCUIT CONDUCTORS SHALL BE SIZED FOR A MAXIMUM VOLTAGE DROP OF 3% DESIGN LOAD. FBC 2023 FBC ENERGY CONSERVATION SECTION 405.7.3.

Q. FEEDER CONDUCTORS SHALL BE SIZED FOR A MAXIMUM OF 2% VOLTAGE DROP PER 405.7.3.

ELECTRICAL SHEET INDEX

E0.1	ELECTRICAL NOTES, LEGEND & INDEX
E2.1	LIGHTING PLAN
E3.1	POWER PLAN
E5.1	ELECTRICAL RISER DIAGRAM

ELECTRICAL LEGEND

▽	TELEPHONE OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▼	DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
⇩	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNTED ABOVE COUNTER, SEE ARCHITECTURAL DRAWING FOR SPECIFIC REQUIREMENTS.
▼	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT STUBBED OUT FROM WALL 6" ABOVE CEILING. MOUNT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS OTHERWISE NOTED.
▽	TELEPHONE/DATA OUTLET WITH 3/4" CONDUIT RUN TO THE NEAREST STUD WALL AND STUBBED OUT FROM WALL 6" ABOVE CEILING. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
	TELEVISION RECESSED OUTLET, LEGRAND "TV1WMTVSWCC2". MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
	20 AMP SINGLE RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
	20 AMP QUADRUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED AT 18" A.F.F. TO CENTER LINE OF OUTLET UNLESS NOTED OTHERWISE.
GFI	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) WITH GROUND FAULT CIRCUIT INTERRUPTER, MOUNT AT 18" A.F.F. TO CENTER LINE OF OUTLET. UNLESS NOTED OTHERWISE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) MOUNTED ABOVE COUNTER SEE ARCHITECTURAL DRAWINGS FOR SPECIFIC REQUIREMENTS.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP QUADRUPLEX RECEPTACLE (NEMA 5–20R) WITH ISOLATED GROUND, MOUNT AT 18" A.F.F. TO CENTERLINE OF OUTLET UNLESS OTHERWISE NOTED.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R), RECESS FLOOR MOUNTED. PROVIDE BRASS COVER PLATE AND CARPET FLANGE.
	20 AMP DUPLEX RECEPTACLE (NEMA 5–20R), CEILING MOUNTED.
	SPECIAL–PURPOSE RECEPTACLE
	JUNCTION BOX
	SINGLE GANG JUNCTION BOX FOR POWER CONNECTION TO MODULAR FURNITURE SYSTEM INSTALL IN EXACT MANNER AS DIRECTED BY FURNITURE SUPPLIER.
T/D	DOUBLE GANG JUNCTION BOX FOR TELEPHONE/DATA CONNECTION TO MODULAR FURNITURE SYSTEM. INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER. EXTEND (2) 3/4" EMPTY CONDUITS FROM JUNCTION BOX TO ABOVE CEILING AND TERMINATE WITH INSULATING BUSHING 6" FROM WALL.
	LEGRAND EVOLUTION 4 SERIES FLOOR BOX FOR CONNECTION TO MODULAR FURNITURE. COORDINATE CONNECTION TYPE WITH FURNITURE VENDOR.
	TELE/POWER POLE FOR TELEPHONE/DATA/POWER CONNECTION TO MODULAR FURNITURE 8 WIRE SYSTEM (SEE DETAIL THIS SHEET). INSTALL IN EXACT MANNER AND LOCATION AS DIRECTED BY FURNITURE SUPPLIER, WIREMOLD CATALOG # 2SDTP–4D W/IVORY FINISH.
	SPECIAL PURPOSE RECEPTACLE MOUNTED BELOW RAISE FLOOR.
EF	EXHAUST FAN. SEE MECHANICAL DRAWINGS FOR SPECIFICATIONS.
$	SINGLE POLE, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$3	3–WAY, 20 AMP, SWITCH. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$D	SINGLE POLE, 20 AMP, SWITCH WITH DIMMER. MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$M	MOTOR RATED SWITCH
$VS	VACANCY SENSOR SWITCH, WATTSTOPPER, MOUNT 46" A.F.F. TO CENTERLINE OF SWITCH UNLESS OTHERWISE NOTED.
$LV	LOW VOLTAGE SWITCH, SEE DETAIL FOR FURTHER INFORMATION.
$	TWO POLE, 30 AMP SWITCH. MOUNT ADJACENT EQUIPMENT TO BE CONTROLLED.
⊠	FACTORY MOUNTED DISCONNECT/STARTER (SEE MECHANICAL SCHEDULE)
A B C	FUSIBLE DISCONNECT SWITCH A = POLES, B= FRAME SIZE, C= FUSE RATING
A B C	FUSIBLE MOTOR STARTER DISCONNECT SWITCH A = POLES, B= NEMA SIZE, C= FUSE RATING
	GROUNDING ELECTRODE & CONDUCTOR SYSTEM
	TRANSFORMER
	ELECTRICAL PANELBOARD
	TELEPHONE WOOD BACKBOARD
WP	WEATHERPROOF
T/C	TIME CLOCK
RE	RELOCATED
E	EXISTING TO REMAIN
A.F.F.	ABOVE FINISH FLOOR
	CEILING MOUNTED DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
LV	CEILING MOUNTED LOW VOLTAGE DUAL TECHNOLOGY MOTION SENSOR BY WATTSTOPPER.
DS	CEILING MOUNTED DAY LIGHTING SENSOR. SENSOR TO CONTROL THE DIMMING OF ALL FIXTURES WITHIN 15' OF THE WINDOWS WITH IN ROOM.
CR	CARD READER. COORDINATE LOW VOLTAGE REQUIREMENTS WITH CONTRACTOR.

ELECTRICAL NOTES

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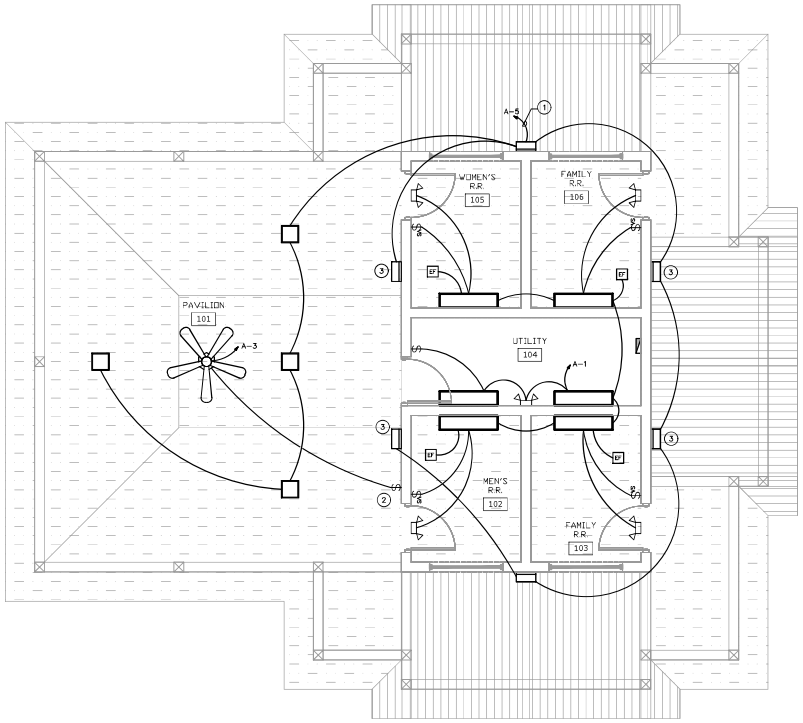
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LIGHTING PLAN
1/4"=1'-0" NORTH

KEY NOTES

1. CIRCUIT THRU PHOTOCELL/TIMECLOCK.
2. PROVIDE INDEPENDENT FAN SPEED/CONTROL SWITCH. COORDINATE EXACT LOCATION WITH CITY PRIOR TO ROUGH-IN.
3. PROVIDE AS EMERGENCY EGRESS FIXTURE.

LIGHTING PLAN

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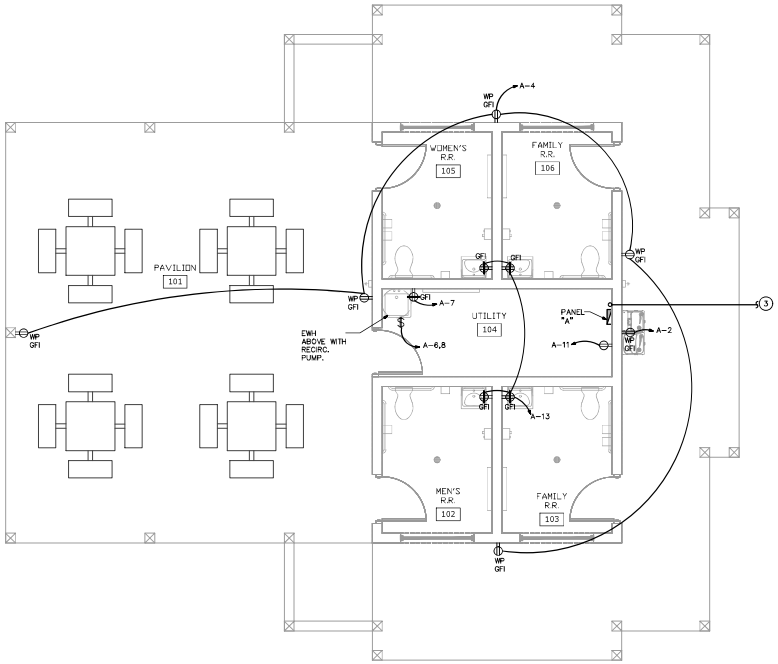
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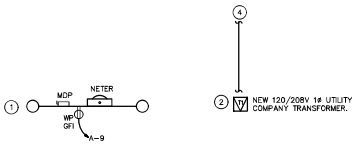
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POWER PLAN
1/4"=1'-0" NORTH



KEY NOTES

1. UNISTRUT MOUNTED SERVICE.
2. NEW 120/208V 1ø TRANSFORMER. COORDINATE FINAL TRANSFORMER LOCATION WITH FPL. CONTRACTOR TO PRICE BOTH PRIMARY AND SECONDARY FEED CONNECTIONS AND INCLUDE FPL COORDINATION IN BID. PRIMARY TRENCHING, SETTING OF PAD, INSTALLATION OF FPL CONDUIT AND COORDINATION FOR PROPER INSPECTION AND FINAL TO BE INCLUDED IN CONTRACTOR PRICING.
3. ELECTRICAL CONTRACTOR TO PROVIDE (3) 2" EMPTY CONDUITS FROM BELOW THE ELECTRICAL PANEL AND TURNED OUT OF THE BUILDING BELOW GRADE. CONDUITS SHALL THEN RUN TO A JUNCTION BOX WITH PULL STRINGS. JUNCTION BOX SHALL BE LOCATED IN GREEN SPACE AND SHALL AVOID ANY SIDEWALK OR WALKING PATH. CONTRACTOR TO FIELD VERIFY EXACT LOCATION & PATH OF LEAST RESISTANCE FOR CONDUIT ROUTING.
4. ELECTRICAL CONTRACTOR TO COORDINATE FEED FROM EXISTING PSLU LIFT STATION. FIELD VERIFY EXACT ROUTING & TIE IN TO EXISTING ELECTRICAL SERVICE.

POWER PLAN

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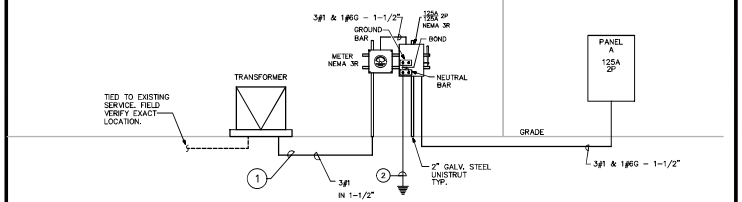
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ELECTRICAL GROUNDING NOTES

1. TERMINATE CONDUIT IN EXACT MANNER AND LOCATION AS DIRECTED BY UTILITY COMPANY. LEAVE 10FL SLACK CONDUCTOR PER CONDUCTOR FOR EXTENSION AND CONNECTION BY UTILITY COMPANY.
2. #6 GROUNDING ELECTRODE CONDUCTOR IN 3/4" SCHEDULE 40 PVC CONDUIT.

MAIN ELECTRICAL RISER DIAGRAM

NOT TO SCALE

SCHEDULE OF BRANCH CIRCUIT PANEL "A"

MAIN: 125 AMP MAIN LUGS ONLY
SPEC: SQUARE D OR APPROVED EQUIVALENT
MOUNTING: SURFACE
VOLTAGE: 120/208V, 1Ø, 3 WIRE
AIC SYMM: 22,000

DESCRIPTION	WIRE	GND.	COND.	TRIP	CKT.	A PHASE KVA	C PHASE KVA	CKT.	TRIP	COND.	GND.	WIRE	DESCRIPTION
LIGHTING	#12	#12	1/2"	20	1	0.8	1.0	2	20	1/2"	#12	#12	WATER FOUNTAIN
FAN	#12	#12	1/2"	20	3	——	0.8	4	20	1/2"	#12	#12	EXTERIOR RECEPTACLES
EXTERIOR LIGHTING	#12	#12	1/2"	20	5	0.8	2.5	6	45	3/4"	#10	2#8	WATER HEATER
RECIRC. PUMP	#12	#12	1/2"	20	7	——	1.0	8	2				
EXTERIOR SERVICE RECEPTACLE	#12	#12	1/2"	20	9	0.8	——	10	20	–	–	–	SPARE
RECEPTACLE	#12	#12	1/2"	20	11	——	0.8	12	20	–	–	–	SPARE
RECEPTACLE	#12	#12	1/2"	20	13	0.8	——	14	20	–	–	–	SPARE
SPARE	–	–	–	20	15	——	–	16	20	–	–	–	SPARE
SPARE	–	–	–	20	17	–	——	18	20	–	–	–	SPARE
SPARE	–	–	–	20	19	——	–	20	20	–	–	–	SPARE
SPARE	–	–	–	20	21	–	——	22	20	–	–	–	SPARE
SPARE	–	–	–	20	23	——	–	24	20	–	–	–	SPARE
SPARE	–	–	–	20	25	–	——	26	20	–	–	–	SPARE
SPARE	–	–	–	20	27	——	–	28	20	–	–	–	SPARE
SPARE	–	–	–	20	29	–	——	30	20	–	–	–	SPARE
SPARE	–	–	–	20	31	——	–	32	20	–	–	–	SPARE
SPARE	–	–	–	20	33	–	——	34	20	–	–	–	SPARE
SPARE	–	–	–	20	35	——	–	36	20	–	–	–	SPARE
SPARE	–	–	–	20	37	–	——	38	20	–	–	–	SPARE
SPARE	–	–	–	20	39	——	–	40	20	–	–	–	SPARE
SPARE	–	–	–	20	41	–	——	42	20	–	–	–	SPARE
						6.7	5.9	KVA PER PHASE					
						55.8	49.2	AMPS PER PHASE					
						12.6		TOTAL KVA					

RISER DIAGRAM

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MECHANICAL NOTES

1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE SYSTEM IN ACCORDANCE WITH THESE DRAWINGS, THE FLORIDA BUILDING CODE 2023 AND ALL OTHER APPLICABLE STATE, COUNTY AND LOCAL ORDINANCES AND THE LATEST ADDITION OF THE FOLLOWING PUBLICATIONS: SMACNA–85, 92, 95; ASHRAE 15–01, 34–01, 62–04; NFPA 70–02, 72–02, 90A–02, 90B–02, 91–90, 96–01; ANSI 210.1–98, 210.3–98, 221.8–94, 221.83–98.

2. THE CONTRACTOR SHALL PAY ALL COSTS OF PERMIT, INSPECTIONS AND ALL OTHER COSTS INCIDENTAL TO THE COMPLETION AND TESTING OF THIS WORK.

3. THE CONTRACTOR SHALL VISIT THE SITE AND COORDINATE WORK WITH OTHER TRADES.

4. THE CONTRACTOR SHALL SUPPLY THE ARCHITECT WITH "AS–BUILT" DRAWINGS.

5. CONTRACTOR SHALL SUBMIT, FOR APPROVAL FIVE [5] COPIES OF MANUFACTURER'S DRAWINGS FOR EACH PIECE OF EQUIPMENT AND CONTROLS INCLUDED IN CONTRACT.

6. ALL MATERIAL SHALL BE NEW OF U.S. MANUFACTURER OF GOOD QUALITY. ALL WORK SHALL BE PERFORMED AT INDUSTRY STANDARD QUALITY LEVEL BY CERTIFIED PROFESSIONALS. ALL EQUIPMENT SHALL BE UL OR ETL LISTED.
ALL INSTALLATIONS SHALL COMPLY WITH FMC 2023, CH. 3, GENERAL REGULATIONS. BUILDINGS LOCATED WITHIN 3,000 FT FROM THE OCEAN SHALL UTILIZE NON–FERROUS MATERIALS FOR ALL OUTDOOR EXPOSED SUPPORTS, STANDS, FASTENERS, ETC.

7. DUCTWORK:
A. ALL AIR CONDITIONING DUCT WORK SHALL BE OF 1–1/2" (R–6) HEAVY DUTY FOIL REINFORCED FIBERGLASS WITH MANUFACTURER'S LOGO PRINTED ON VAPOR BARRIER
B. ALL FLEX DUCT SHALL BE RATED CLASS I, UL–181 LISTED WITH METALLIZED INNER AND OUTER FOIL LINERS, MIN. R–6 WITH A MAX. TOTAL LENGTH NOT TO EXCEED 15 FT.
FLEXIBLE DUCTWORK ELBOW SUPPORTS AT EACH DIFFUSER, GRILLE, AND REGISTER EQUAL TO "FLEXFLOW ELBOW" AS MANUFACTURED BY "THERMAFLEX".
C. ALL EXHAUST DUCTS AND OUTSIDE AIR DUCTS SHALL BE GALVANIZED SHEET METAL WITH SEALED SEAMS AND JOINTS. ALL OUTSIDE AIR DUCT SHALL BE INSULATED WITH EXTERNAL BLANKET INSULATION R–6 MIN.
ALL METAL EXHAUST, MAKE–UP OR OTHERWISE DUCTS INSTALLED IN LOCATIONS WHERE DEWPOINT CONDITIONS CAN OCCUR INSIDE THE DUCT SHALL BE EXTERNALLY INSULATED WITH R–6 MIN.
THE CONTRACTOR SHALL PROVIDE ALL SHEETMETAL DUCTWORK, HANGERS, AUX. SUPPORT STEEL, ETC.
ALL METAL DUCTS SHALL BE FABRICATED IN ACCORDANCE WITH LATEST EDITION OF S.M.A.C.N.A.

SPECIAL NOTE
SMACNA DUCT PRESSURE CLASSES BASED ON OPERATING PRESSURE ARE: 1/2", 1", 2", 3", 4", 6", AND 10". EACH DUCT SYSTEM SHALL BE CONSTRUCTED FOR THE SPECIFIC DUCT PRESSURE CLASS SHOWN ON PLANS.
WHERE NO PRESSURE CLASS IS SPECIFIED FOR CONSTANT VOLUME SYSTEMS, 1" W.G. PRESSURE CLASS IS THE BASIS OF COMPLIANCE WITH THE SMACNA STANDARDS REGARDLESS OF VELOCITY.
WHERE NO PRESSURE CLASS IS SPECIFIED FOR VARIABLE VOLUME SYSTEMS, 2" W.G. PRESSURE CLASS IS THE BASIS OF COMPLIANCE WITH THE SMACNA STANDARDS FOR DUCTWORK UPSTREAM OF VAV BOXES.
ALL DUCTWORK SHALL BE SEALED TO SMACNA "HVAC DUCT CONSTRUCTION STANDARDS" FOR ITS PRESSURE CLASS SEALING METHODS.

9. OUTSIDE AIR INTAKES SHALL BE SCREENED WITH A CORROSION RESISTANT MATERIAL NOT LARGER THAN 1/2" MESH. O/A INTAKES SHALL NOT BE TAKEN FROM A LOCATION CLOSER THAN 10 FT. FROM ANY CHIMNEY, VENT OUTLET OR SANITARY SEWER VENT OUTLET, UNLESS SUCH VENT IS NOT LESS THAN 24 INCHES ABOVE THE OUTSIDE AIR VENT.
OUTSIDE AIR INTAKE VENTS LOCATED ON ROOFS WILL BE PROPERLY MARKED WITH A UNIVERSAL MARKING "INTAKE", PERMANENTLY ATTACHED PER FMC 2023, SEC. 401.5

10. DUCT SIZES SHOWN ARE INSIDE DIMENSIONS.

11. ALL AIR DEVICES (DIFFUSERS, REGISTERS AND GRILLES) SHALL BE ALL ALUMINUM CONSTRUCTION WITH EXPOSED SURFACE OFF WHITE BAKED ENAMEL FINISH OR AS SPECIFIED BY ARCHITECT. DEVICES SHALL BE AS SPECIFIED OR EQUAL TO TITUS OR METALAIRE. PROVIDE OPPOSED BLADE DAMPERS AT ALL DIFFUSERS AND REGISTERS AS INDICATED ON PLANS. PROVIDE BALANCING DAMPERS FOR ALL SUPPLY AND RETURN DIFFUSERS AND REGISTERS TO ENSURE COMPLIANCE WITH FMC 2023, PAR. 601.5 AND PAR. 603.18 FOR BALANCED AIR FLOW.

12. TEMPERATURE CONTROLS/THERMOSTAT:
A. SHALL BE COMBINATION COOLING/HEATING, WITH SYSTEM "COOL–AUTO–HEAT–OFF" AND FAN "ON–AUTO" SELECTOR SWITCHES. PROVIDE PROGRAMMABLE TYPE AS RECOMMENDED BY MANUFACTURER, HONEYWELL OR EQUAL. PROVIDE TAMPER PROOF COVERS.

13. THERMOSTAT LOCATION SHALL BE APPROVED BY OWNER AND ENGINEER BEFORE INSTALLATION. INSTALL THERMOSTAT 48" TO 54" A.F.F. PER A.D.A REQUIREMENTS WHERE APPLICABLE. MECHANICAL CONTRACTOR SHALL COORDINATE WITH ELECTRICAL CONTRACTOR ALL REQUIREMENTS FOR JUNCTION BOXES, CONDUITS, CONTROL WIRING, POWER, ETC. AND DEFINE RESPONSIBILITIES AND SCOPE OF WORK FOR EACH TRADE PRIOR TO ANY PURCHASING OR INSTALLATION.
WHENEVER THERE ARE MORE THAN ONE SENSOR OR THERMOSTAT, SIDE BY SIDE, THEY SHALL BE GANGED TOGETHER WITHIN THE SAME COVER PLATE WHEREVER POSSIBLE.
CONTRACTOR SHALL COORDINATE THIS ISSUE WITH ARCHITECT/OWNER PRIOR TO INSTALLATION AND SHALL BRING ANY DISCREPANCY TO THE ENGINEER'S ATTENTION.

14. REFRIGERANT LINES SHALL BE COPPER, TYPE "L" HARD DRAWN WITH WROUGHT COPPER BRAZING–JOINT TYPE FITTINGS, USE BRAZING MATERIALS FOR HIGH PRESSURE PIPING PER AWS A5.8: BCuP SERIES COPPER–PHOSPHORUS ALLOY OR BAg1 SILVER ALLOY.
REFRIGERANT LINES SHALL BE SIZED PER MANUFACTURER'S RECOMMENDATIONS.
SOFT COPPER TYPE "K" SHALL BE ALLOWED FOR RISER PIPING INSIDE CHASE TO LIMIT NUMBER OF JOINTS. COORDINATE WITH ENGINEER FOR PRIOR APPROVAL.
ALL EXPOSED INSULATION SHALL BE PROTECTED WITH UV RESISTANT PAINT OR ALUMIN. SHIELD.

15. ARMAFLEX INSULATION SHALL BE USED FOR SUCTION LINES (1/2" FOR ABOVE 40° F AND 1" FOR BELOW 40° F) PER FLORIDA ENERGY CODE TABLE 4–11 FOR PIPING INSULATION.
FILTER/DRYER AND SIGHT GLASS SHALL BE PROVIDED AT LIQUID LINES.

16. ALL BRANCH TAKE–OFFS TO BE PROVIDED W/ MANUAL VOLUME DAMPERS. PROVIDE RADIUS ELBOWS WHERE FEASIBLE, SQUARE ELBOWS AND TEE'S SHALL BE FURNISHED W/SINGLE FOIL TURNING VANES. PROVIDE MANUAL VOLUME DAMPERS WITH EXTRACTOR AT ALL FLEX TAKE–OFFS.
PROVIDE REMOTE, CABLE OPERATED VOLUME DAMPERS IN INACCESSIBLE AND HARD CEILING AREAS, "YOUNG REGULATOR" OR EQUAL.

17. PROVIDE NEW MINIMUM MERV 8 FILTERS FOR ALL AIR CONDITIONING EQUIPMENT AND DUCTWORK AT ALL PHASES OF CONSTRUCTION. PRIOR TO START UP REPLACE AIR CONDITIONING FILTERS WITH NEW MINIMUM MERV 8 FILTERS PRIOR TO FINAL ACCEPTANCE BY OWNER.

18. PROVIDE SMOKE DETECTORS WITH SERVICE ACCESS DOORS IN ALL SUPPLY AIR DUCTS FOR FANS AND AHU'S SERVING A COMMON PLENUM OF 2000 CFM OR ABOVE.
FOR SMOKE DETECTORS NOT VISIBLE, IN CONCEALED SPACES, PROVIDE REMOTE ANNUNCIATION/TEST STATION AS REQUIRED BY AUTHORITY HAVING JURISDICTION. COORDINATE PRIOR TO INSTALLATION.
DETECTORS SHALL BE BY ONE MANUFACTURER, COORDINATE VOLTAGE ETC. WITH ELECTRICAL CONTRACTOR AND FIRE ALARM SYSTEM BEFORE ORDERING. UPON DETECTION, SMOKE DETECTORS SHUT DOWN ASSOCIATED AIR MOVING EQUIPMENT AND ALL AIR MOVING EQUIPMENT SERVING THAT COMMON PLENUM.

19. PROVIDE TYPE "B" DYNAMIC FIRE DAMPERS WITH SERVICE ACCESS DOORS IN ALL DUCTS AND OPENINGS PENETRATING FIRE RATED WALLS, MECHANICAL AND ELECTRICAL EQUIPMENT ROOMS, TENANT SEPARATION, PARTITIONS, FLOOR OR ROOF SLABS AND AT OUTSIDE AIR INTAKES AS REQUIRED. PROVIDE RADIATION DAMPERS IN RATED CEILINGS FOR ALL CEILING OPENINGS, CEILING FANS, DIFFUSERS OR GRILLES RATED FOR USE IN THE CEILING ASSEMBLY.
PROVIDE LOW–LEAKAGE CLASS DAMPERS FOR ALL SITUATIONS WHERE THE AIRFLOW CFM HAS TO BE CONTROLLED. VERIFY AND REPLACE AS REQUIRED FOR EXISTING SYSTEMS.

20. HVAC CONTRACTOR SHALL PROVIDE A T & B REPORT PER F.B.C. 2023, CH. C408.2.2 (THE T & B REPORT SHALL BE INDEPENDENT FOR SYSTEMS OVER 15 TONS) FOR ALL MECHANICAL EQUIPMENT, AIR DEVICES, DAMPERS, AHU'S AND FANS.
THE TEST AND BALANCE REPORT SHALL BE IN ACCORDANCE WITH THE AIR BALANCE COUNCIL STANDARDS AND SHALL INCLUDE AIR QUANTITIES FOR ALL SUPPLY GRILLES, RETURN GRILLES AND EXHAUST GRILLES AND THE LEAVING AND ENTERING AIR TEMPERATURE (°F) FROM SUPPLY GRILLES AND EVAPORATORS.
FOR (EXISTING) SMOKE EVACUATION SYSTEMS HVAC CONTRACTOR SHALL PROVIDE A T & B REPORT PRIOR TO ANY NEW WORK, PROVING THAT THE SMOKE EVACUATION SYSTEM PERFORMS PER ORIGINAL DESIGN DOCUMENTS AND IS COMPLIANT WITH LOCAL CODE REQUIREMENTS.

21. RUN INSULATED FIRE RATED CONDENSATE DRAINS AS REQUIRED.

22. ALL INSULATION WILL HAVE FIRE/SMOKE RATING LESS THAN 25/50.

23. MECHANICAL EQUIPMENT ON ROOF OR ELEVATED STRUCTURES SHALL COMPLY WITH FBC 2023 PAR. 306.5 IF INSTALLED HIGHER THAN 16 FEET A.F.F.
MECHANICAL EQUIPMENT INSTALLED IN ATTICS SHALL MEET THE REQUIREMENTS OF FBC–ENERGY 2023 PAR. C403.2.7.6 IF THE EQUIPMENT CAN NOT BE SERVICED/REMOVED THROUGH REQUIRED OPENING.
MECHANICAL EQUIPMENT SHALL BE PROTECTED WITH MECHANICAL BARRIERS IF EXPOSED TO MECH. DAMAGE. ALL EQUIPMENT SHALL BE INSTALLED ON 6" CONCRETE PAD AT GRADE LEVEL .
NOTE: AIR HANDLING UNITS ARE NOT ALLOWED IN COMMERCIAL ATTICS.

SPECIAL NOTE
ALL WIND LOAD AND OTHER COMPLIANCE CALCULATIONS AND/OR INSTALLATION DETAILS FOR ROOF MOUNTED EQUIPMENT AS REQUIRED BY FBC 2023, SEC. 1509, 1522 AND CHAPTER 16, SHALL BE PROVIDED BY STRUCTURAL ENGINEER/ARCHITECT.

24. PROVIDE A MIN. OF 36" CLEARANCE IN FRONT OF ALL 120–208 VOLT PANELS AND MIN. 42" CLEARANCE IN FRONT OF ANY 240–480 VOLT PANEL. PROVIDE ADEQUATE SIDE CLEARANCE PER NEC.

25. MECHANICAL PLANS IN GENERAL, ARE DIAGRAMMATIC IN NATURE, AND ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL, PLUMBING, ELECTRICAL, FIRE SPRINKLER, AND STRUCTURAL PLANS AND SHALL BE CONSIDERED AS ONE SET OF DOCUMENTS.
DUCT AND PIPING OFFSETS, BENDS AND TRANSITIONS SHALL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. CHANGES IN DUCTWORK SIZE AND ROUTE WILL BE REQUIRED TO AVOID STRUCTURAL, PLUMBING, FIRE SPRINKLER AND ARCHITECTURAL BUILDING FEATURES. DUCTWORK CHANGES MAY BE MADE BY CONTRACTOR USING EQUIVALENT SIZED DUCT. CONTACT ENGINEER IF DUCT AREA WILL NOT FIT.

26. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO BIDDING, ORDERING, FABRICATION OR INSTALLATION OF MATERIALS OR EQUIPMENT, IN ORDER TO PROVIDE A FULLY INTEGRATED MECHANICAL AND CONTROLS SYSTEMS WITH THE EXISTING ONES. ANY DISCREPANCY BETWEEN EXISTING CONDITIONS AND PLANS, OR ADDITIONAL CLARIFICATION REQ'D SHALL BE BROUGHT TO THE ATTENTION OF ENGINEER PRIOR TO FINAL BIDDING AND WORK.

27. NO COMBUSTIBLE MATERIALS ARE ALLOWED IN RETURN AIR PLENUMS OR ABOVE CEILINGS USED AS RETURN AIR PLENUM. IF SPACE WITH RETURN AIR PLENUM HAS ANY DECK TO DECK PARTITIONS, AIR TRANSFER DUCTS MUST BE INSTALLED.
WHEN CPVC PIPING IS USED FOR FIRE SPRINKLER SYSTEMS, THE R/A GRILLES LAYOUT SHALL BE (FIELD) COORDINATED WITH SUCH PIPING SO THAT NO PORTION OF THE GRILLES WILL BE DIRECTLY BELOW THE CPVC PIPING.

28. CONDENSATE DRAIN PIPING TO BE AS SPECIFIED PER PLUMBING PLANS, IF NOT SPECIFIED TO BE TYPE "L" COPPER OR PVC WHERE ALLOWED BY CODE WITH 1/2" ARMAFLEX INSULATION.
PROVIDE APPROVED WATER LEVEL DETECTOR OR FLOAT SWITCH TO AUTOMATICALLY SHUT DOWN THE AIR COND. UNIT AS A SECONDARY DRAIN SYSTEM TO COMPLY WITH FMC 2023, SEC. 307
SUPPLY CONDENSATE PUMP WHERE NECESSARY AS IMPOSED BY FIELD CONDITIONS OR INSTALLATION CHANGES AND PIPE TO CONDENSATE DRAIN PER PLUMBING PLANS.

29. MANUFACTURER'S WARRANTY: CONTRACTOR SHALL PROVIDE WARRANTY FOR A PERIOD OF (1) ONE YEAR AFTER BUILDING C.O. FOR ALL MECHANICAL SYSTEMS, DUCTWORK, CONTROLS ACCESSORIES AND ALL OTHER EQUIPMENT, PARTS AND LABOR UNDER THESE DRAWINGS AND AND SPECIFICATIONS. CONTRACTOR SHALL PROVIDE WARRANTY FOR COMPRESSORS FOR (5) FIVE YEARS. ANY REPAIRS REQUIRING SYSTEM SHUTDOWN WILL BE DONE DURING NON–OPERATIONAL PERIODS OR AS AGREED WITH OWNER.

30. ON PROJECT SPECIFIED WITH EQUIPMENT UTILIZING HOT GAS REHEAT AND/OR DEHUMIDIFICATION: CONTRACTOR SHALL PROVIDE FACTORY STARTUP OF EQUIPMENT WITHIN THEIR BID. STARTUP REPORT DOCUMENT TO BE PROVIDED TO ENGINEER FOR REVIEW.

MECHANICAL SHEET INDEX

SHEET#	DESCRIPTION
M0.1	MECHANICAL NOTES, LEGEND & INDEX
M2.1	MECHANICAL FLOOR PLAN
M6.1	MECHANICAL SCHEDULES

MECHANICAL LEGEND

- SUPPLY AIR CEILING DIFFUSER
- RETURN AIR CEILING GRILLE
- WALL LOUVER / WALL DIFFUSER.
- LINEAR DIFFUSER
- MANUAL VOLUME CONTROL DAMPER
- MD — MOTORIZED DAMPER
- FD — FIRE DAMPER
- REDUCER OR INCREASER
- FLEX DUCT
- EXISTING FLEX DUCT
- EXISTING DUCTWORK
- UP — SUPPLY & OUTSIDE AIR SECTION (UP)
- DN — SUPPLY & OUTSIDE AIR SECTION (DN)
- UP — RETURN OR EXHAUST DUCT SECTION (UP)
- DN — RETURN OR EXHAUST DUCT SECTION (DN)
- ROUND UP
- SHOE TAP DAMPER
- ROOFTOP UNIT
- SOLENOID VALVE.
- RE — RELOCATE

- EF — CEILING OR INLINE EXHAUST FAN
- STANDARD SINGLE DUCT VVT BOX (3'0" SERVICE CLEARANCE)
- T — THERMOSTAT
- H — HUMIDISTAT
- R — REFRIGERANT SENSOR
- SP — STATIC PRESSURE SENSOR
- SD — DUCT SMOKE DETECTOR
- AP — ACCESS PANEL
- AD — ACCESS DOOR
- VCD — VOLUME CONTROL DAMPER
- MOD — MANUALLY OPERATED DAMPER
- SAD/CAV — SUPPLY AIR DIFFUSER OR GRILLE DESIGNATION
- RAG/EAG — RETURN/EXHAUST AIR DIFFUSER OR GRILLE DESIGNATION
- VFD — VARIABLE FREQ. DRIVE CONTROL PANEL.
- SUPPLY AIR
- RETURN AIR
- D/C — DOOR UNDER CUT
- TAG – 0 — EQUIPMENT TAG
- OARTU– OUTSIDE AIR ROOF TOP UNIT
- RTU– ROOF TOP UNIT
- VAV– VARIABLE VOLUME BOX
- EF – EXHAUST FAN

NOT ALL SYMBOLS MAY APPLY TO THESE PLANS

HVAC ABBREVIATION LEGEND

AC	AIR CONDITIONING
AFF	ABOVE FINISH FLOOR
BDD	BACK DRAFT DAMPER
CD	CONDENSATE DRAIN
COP	COEFFICIENT OF PERFORMANCE
DB	DRY BULB
DIA.	DIAMETER
E	EXISTING TO REMAIN
EER	ENERGY EFFICIENCY RATIO
EDH	ELECTRIC DUCT HEATER
EF	EXHAUST FAN
ESP	EXTERNAL STATIC PRESSURE
F	FILTER
FD	FIRE DAMPER
FLA	FULL LOAD AMPS.
FMS	FLOW MEASURING STATION
IPLV	INTEGRATED PART–LOAD VALUE.
MCA	MINIMUM CIRCUIT AMPS (FOR WIRE SIZING)
MOD	MANUALLY OPERATED DAMPER
MOCP	MAXIMUM OVERCURRENT PROTECTION DEVICE AMPS
NC	NOISE CRITERIA
O/A	OUTSIDE AIR
OBD	OPOSITE BLADE DAMPER
PD	PRESSURE DROP.
R	EXISTING TO BE RELOCATED
R/A	RETURN AIR
RLA	RATED LOAD AMPS.
SEER	STANDARD ENERGY EFFICIENCY RATIO
TSP	TOTAL STATIC PRESSURE
VD	VOLUME CONTROL DAMPER
VFD	VARIABLE FREQUENCY DRIVE
WB	WET BULB

NOTE: NOT ALL SYMBOLS MAY APPLY TO THESE PLAN.

MECHANICAL NOTES

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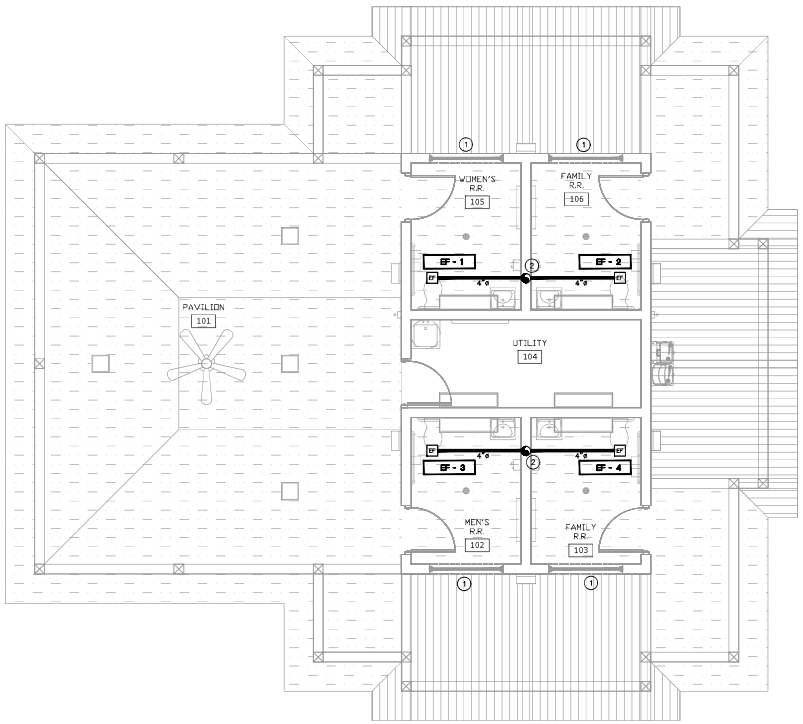
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Restroom Pavilion @ Wilderness Trail

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Rev. #	Date

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MECHANICAL PLAN
1/4"=1'-0" NORTH

KEY NOTES

1. FULLY LOUVERED WINDOW. REFER TO ARCHITECTURAL PLANS.
2. 6" EXHAUST UP TO ROOF CAP.

MECHANICAL PLAN

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FAN SCHEDULE

SELECTION DATA					FAN DATA			MOTOR DATA				GENERAL DATA				
TAG	SERVICE AREA	MANUF.(*)	MODEL	CONFIG.	CFM	ESP ("WG)	SONES	HP	RPM	DRIVE	VOLTAGE	WEIGHT (LBS)	DIMENSIONS L"xW"xH"	OPENING L"xW"	CONTROL	ACCESSORIES
EF-1-4	BATHROOMS	GREENHECK	SP-B70	CEILING	70	.2	1.1	45 WATT	563	DIRECT	120/1/60	10	14X12X8	*	LIGHT INTERLOCK	1-7

(*) APPROVED EQUAL MANUFACTURER: COOK, TWIN-CITY, ACME, PENN

ACCESSORIES NOTES:

1. PROVIDE GRILLE COLOR PER ARCH. SPECS
2. PROVIDE BACK DRAFT DAMPER
3. LOCATE BACK DRAFT DAMPER AT DISCHARGE
4. PROVIDE FACTORY MOUNTED DISCONNECT SWITCH AND INTEGRAL THERMAL OVERLOAD PROTECTION, COORDINATE WITH ELECTRICAL CONTRACTOR PRIOR TO ANY PURCHASING.
5. PROVIDE BIRD SCREEN
6. SUPPORT FROM STRUCTURE COMPLETE WITH VIBRATION ISOLATORS
7. PROVIDE WEATHERHOOD DRAIN AND CORROSION COATING.
8. PROVIDE WITH MOTORIZE DAMPER.
9. PROVIDE MOTOR SIDE GUARD
10. PROVIDE SPARK RESISTANCE CONSTRUCTION FAN

GENERAL FAN NOTES:

a. MOTOR STARTERS, DISCONNECTS (IF NOT FACTORY PROVIDED) AND ALL EQUIPMENT NORMAL POWER AND EMERGENCY POWER WIRING BY ELEC. CONTRACTOR

b. ALL CONTINUOUS-DUTY MOTORS SHALL BE PROVIDED WITH OVERLOAD PROTECTION ACCORDING TO NATIONAL ELECTRICAL CODE PAR. 430-32.

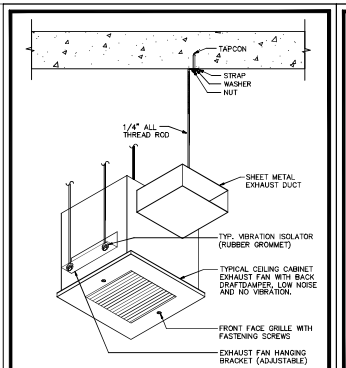
c. FIELD ADJUST OPENINGS WITH STRUCTURE.

d. ALL OUTDOOR EQUIPMENT SHALL COMPLY WITH LOCAL ZONING NOISE ORDINANCE OR NOT EXCEED A NOISE LEVEL OF 65dB AS MEASURED RADIALLY 30 FT. FROM THE EQUIPMENT IN ALL DIRECTIONS.

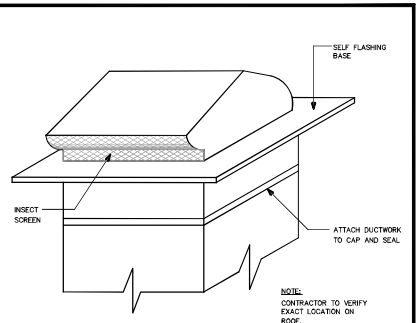
e. COORDINATE WITH ELECTRICAL CONTRACTOR BEFORE BIDDING OR ORDERING ANY EQUIPMENT.

f. SEE PROJECT PLANS AND SPECIFICATIONS FOR OTHER FIELD SUPPLIED ITEMS AND ADDITIONAL INFORMATION.

g. ALL FANS ON ROOF SHALL BE PAINTED AS PER ARCHITECTURAL SPECS.



CABINET FAN DETAIL
NOT TO SCALE



PITCHED ROOF CAP DETAIL
NOT TO SCALE

MECHANICAL SCHEDULES

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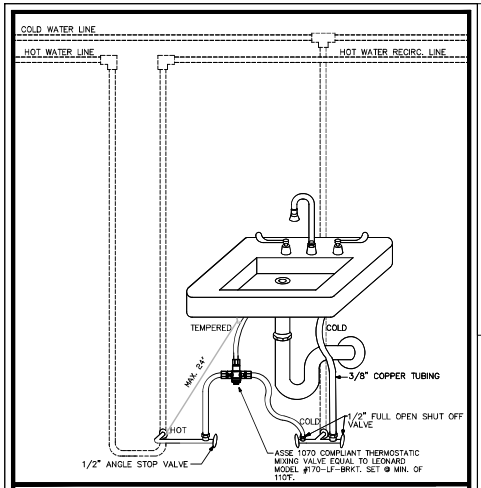
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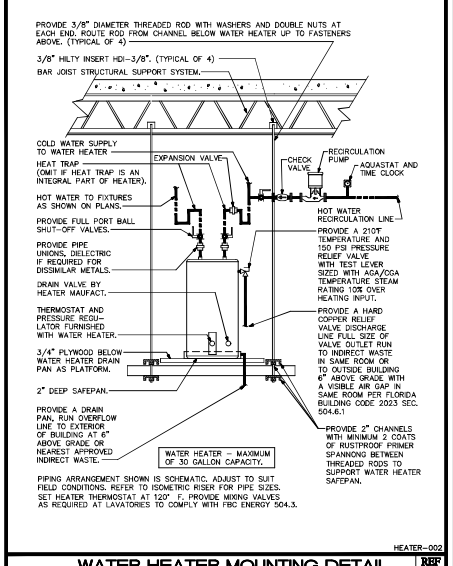
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TEMPERED AND COLD WATER SUPPLY CONNECTIONS FOR PUBLIC LAVATORIES

NOT TO SCALE



PIPING ARRANGEMENT SHOWN IS SCHEMATIC. ADJUST TO SUIT FIELD CONDITIONS. REFER TO ISOMETRIC RISER FOR PIPE SIZES. SET HEATER THERMOSTAT AT 120° F. PROVIDE MIXING VALVES AS REQUIRED AT LAVATORIES TO COMPLY WITH FBC ENERGY 504.3.

HEATER-002

WATER HEATER MOUNTING DETAIL

NOT TO SCALE

PLUMBING FIXTURE SCHEDULE

HLAV	HANDICAP LAVATORY, AMERICAN STANDARD, LUCERNE WALL HUNG LAVATORY MODEL #0356.028. WHITE, WITH T&S BRASS FAUCET B5-2701-VF05. CONTRACTOR TO SUPPLY CONCEALED ARM SUPPORT SUPPORT CARRIER FOR MOUNTING OF LAV. WADE MODEL # 520-M36. SUPPLY PLUMBEREX MODEL #4333 INSULATION KIT. MUST MEET A.D.A. CODE.
HWC	HANDICAPPED WATER CLOSET, FLUSH VALVE BOWL; WALL MOUNTED, SIPHON JET ACTION VITREOUS, CHINA ELONGATED RIM AND 1-1/2" TOP SPUD, AMERICAN STANDARD AFWALL 2257.103, 1.28 GPF TOILET WITH A SLOAN ROYAL #111 FLUSH VALVE AND A CENTOCO #1500CC OPEN FRONT SEAT LESS COVER.
FD	FLOOR DRAIN, WADE MODEL # 1103-TY-STD5.
MOP SK	FIAT MSB MODEL # 2424 MOLDED TERRAZZO BASIN WITH DRAIN BODY AND STRAINER. FIAT SERVICE SINK FAUCET MODEL #830-AA, WITH FIAT 832-AA HOSE AND HOSE BRACKET DISCHARGE; PAIL HOOK AND TOP BRACE; VACUUM BREAKER, FIAT #889-CC MOP HANGER AND BP SPLASH CATCHER/WALL GUARD.
HDF/DF	HANDICAP/DRINKING FOUNTAIN, ELKAY BI-LEVEL WALL MOUNTED BARRIER FREE MODEL # EZSTLBC 7.8 GPH, WADE 440-AM11-M36 CARRIER AS REQUIRED. 115V, 4.5 A. MUST MEET A.D.A. CODE.
EWH	WATER HEATER SHALL BE 30 GAL. ELECTRIC 240V, 1 PHASE, 4.5 KW. LOCHINVAR TALL MODEL ETT-030-KD.
RECIRC PUMP	TACO RECIRC. PUMP. MODEL 111 BRONZE CASTING , 115V, 1/8 HP, 2.0 AMP WITH "00" TIMER AQUSTAT.

GENERAL NOTES:

(1) - FIXTURES SHALL BE AS SHOWN OR EQUAL.
(2) - ALL FIXTURES SHALL COMPLY WITH TABLE 604.4 OF FPC 2023
(3) - ALL FIXTURE TRIM PACKAGES INCLUDING BUT NOT LIMITED TO TRAP, ANGLE STOP, FLUSH VALVE, SUPPLY TUBES, AND CLEANOUT COVER PLATES SHALL BE OF THE SAME FINISH AS THE ABOVE SPECIFIED FAUCET AND PER ARCHITECTURAL FINISH SCHEDULE.
(4) - ALL FIXTURES SHALL BE ROUGHED IN PER MANUFACTURER CUT SHEET TO MAINTAIN UNIFORMITY.

PLUMBING NOTES

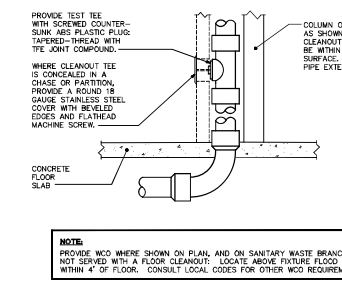
1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE INSTALLATION OF A COMPLETE SCOPE OF WORK. ALL WORKMANSHIP AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE FLORIDA BUILDING CODE 8th EDITION (2023) - PLUMBING, APPLICABLE LOCAL CODES, RULES, AND ORDINANCES.
2. PLUMBING CONTRACTOR SHALL VISIT THE JOB SITE AND THOROUGHLY FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS.
3. ALL MATERIALS SHALL BE NEW AND OF GOOD QUALITY.
4. ALL WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY-OPERATIONAL. ALL EXCAVATION AND BACKFILL AS REQUIRED FOR THIS PHASE OF CONSTRUCTION SHALL BE A PART OF THIS CONTRACT.
5. REQUIRED INSURANCE SHALL BE PROVIDED BY THE PLUMBING CONTRACTOR FOR PROTECTION AGAINST PUBLIC LIABILITY AND PROPERTY DAMAGE FOR THE DURATION OF THE WORK.
6. PLUMBING CONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, INSPECTIONS AND TESTS. PLUMBING CONTRACTOR SHALL OBTAIN PERMIT AND APPROVED SUBMITTALS PRIOR TO BEGINNING WORK OR ORDERING EQUIPMENT. PLUMBING CONTRACTOR MUST BE PRESENT FOR ALL INSPECTIONS OF HIS WORK BY REGULATORY AUTHORITIES.
7. CONTRACTOR SHALL SUBMIT TO ARCHITECT/ENGINEER, FOR REVIEW & APPROVAL, FIVE (5) SETS OF MANUFACTURER'S CUT SHEETS FOR EACH FIXTURE, PIPING/FITTING MATERIAL AND EQUIPMENT ITEM WITH ASSOCIATED CONTROLS, THAT ARE INCLUDED IN THE CONTRACT.
8. DRAWINGS ARE DIAGRAMMATIC. DO NOT SCALE FOR THE EXACT LOCATION OF FIXTURES, PIPING, EQUIPMENT, ETC.
9. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION. REPORT ANY DISCREPANCY TO ARCHITECT/ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
10. VERIFY LOCATION, SIZE, DIRECTION OF FLOW AND INVERT ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. ADVISE ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
11. WATER DISTRIBUTION PIPING ABOVE AND BELOW GROUND SHALL BE TYPE "L" COPPER. ALTERNATE PIPING & FITTING MATERIALS MAY BE USED IN ACCORDANCE WITH FLORIDA BUILDING CODE 8th EDITION (2023) - PLUMBING, TABLES 605.3, 605.4 & 605.5, WHEN APPROVED BY ENGINEER OF RECORD AND LOCAL AUTHORITY HAVING JURISDICTION. PROVIDE ALTERNATE FOR CPVC PIPING & FITTINGS EQUAL TO LUBRIZOL CORZAN OR FLOW-GUARD GOLD. PROVIDE ALTERNATE FOR PEX TYPE 'A' PIPING & FITTINGS EQUAL TO UPONOR. ALTERNATES ARE PERTINENT FOR WATER SERVICES KNOWN OR DETERMINED TO HAVE ACIDIC CHARACTERISTICS OR OTHER PARTICULAR CIRCUMSTANCES AS DEEMED APPROPRIATE BY DIRECTIVE FROM THE OWNER. CONTRACTOR SHALL PERFORM A WATER TEST TO DETERMINE WATER CHEMISTRY PRIOR TO ANY WORK OR PIPING INSTALLATION AND SHALL SUBMIT TEST RESULTS TO THE ARCHITECT/ENGINEER FOR REVIEW AND APPROVAL. DISINFECTION OF POTABLE WATER SYSTEM SHALL COMPLY WITH FLORIDA BUILDING CODE 8th EDITION (2023) - PLUMBING, SECTION 610. ALL WATER PIPING & FITTINGS SHALL BE OF DOMESTIC MANUFACTURE; SPECIFICALLY IN THE UNITED STATES OF AMERICA.
12. SOIL, WASTE, VENT, AND RAINWATER (DWV) PIPING & FITTINGS SHALL BE CAST IRON OR PVC, WHERE CODE ALLOWS. PVC MAY NOT BE USED THRU RATED ASSEMBLIES OR IN PLENUMS. PVC PIPING SHALL BE SOLID-CORE ONLY. FOAM-CORE PIPING SHALL NOT BE ACCEPTED. CAST IRON PIPING & FITTINGS SHALL BEAR THE CISPI-301 MARK. ALL DWV PIPING & FITTINGS SHALL BE OF DOMESTIC MANUFACTURE; SPECIFICALLY IN THE UNITED STATES OF AMERICA.
13. ALL FIXTURES MUST BE PROVIDED WITH READILY ACCESSIBLE ANGLE STOPS AND APPROPRIATELY MARKED ACCESS PANELS (WHERE REQUIRED). COORDINATE LOCATIONS WITH GENERAL CONTRACTOR PRIOR TO INSTALLATION.
14. PROVIDE APPROVED WATER HAMMER ARRESTORS FOR ALL (GROUP) PLUMBING FIXTURES, SIZED & LOCATED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS & PDI-WH201.
15. PROVIDE DIELECTRIC COUPLINGS OR FLANGES BETWEEN ALL DISSIMILAR METALS IN PIPING AND EQUIPMENT CONNECTIONS.
16. ISOLATE COPPER PIPING FROM METALLIC HANGERS OR SUPPORTS WITH ISOLATOR PADS OR NON-CONDUCTIVE MATERIAL.
17. ALL FIRE RATED FLOOR AND WALL PENETRATIONS SHALL BE PROPERLY PROTECTED FROM FIRE, SMOKE AND WATER PENETRATION BY FILLING ANNULAR SPACE BETWEEN PIPING AND SLEEVES WITH INTUMESCENT CAULK, TO ACHIEVE THE SAME RATING AS WALLS OR FLOORS, AS PART OF THE PLUMBING CONTRACTOR'S WORK.
18. PLUMBING CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER. CORRECTION OF ANY DEFECTS SHALL BE COMPLETED WITHOUT ADDITIONAL CHARGE AND SHALL INCLUDE REPLACEMENT OR REPAIR OF ANY OTHER PHASE OF THE INSTALLATION WHICH MAY HAVE BEEN DAMAGED.
19. PROVIDE ACCESS PANELS FOR ALL CONCEALED VALVES. ACCESS PANELS IN RATED WALLS SHALL MAINTAIN THE SAME RATING AND SHALL MATCH THE FINISH OF THE WALL IN WHICH IT IS INSTALLED.
20. PROVIDE COMBINATION CLEANOUT PLUG AND COVER PLATE OR ACCESS PANEL FOR ALL WALL CLEANOUTS. FINISH TO MATCH NEARBY FIXTURE TRIM.
21. NO COMBUSTIBLE MATERIAL SHALL BE INSTALLED IN MECHANICAL ROOMS NOR IN CEILING SPACES WHERE USED AS RETURN AIR PLENUMS.
22. NO WATER, SANITARY OR DRAINAGE PIPING SHALL BE INSTALLED IN ELECTRICAL OR ELEVATOR EQUIPMENT ROOMS.
23. ALL CONTROL VALVES SHALL BE TAGGED AND MARKED. A REPRODUCIBLE DIAGRAM LOCATING ALL VALVES SHALL BE FURNISHED FOR OWNER/OPERATOR.
24. CONDENSATE DRAIN PIPING SHALL BE TYPE "L" COPPER WITH ARMAFLEX INSULATION AND A VAPOR-BARRIER JACKET PER FLORIDA BUILDING CODE 8th EDITION (2023) - ENERGY CONSERVATION, TABLE C403.2.8. PVC WITHOUT INSULATION IS ACCEPTABLE FOR RISERS AND BELOW GRADE PIPING, WHEN USED IN A RETURN AIR PLENUM, PVC PIPING WITH INSULATION IS ACCEPTABLE IN LOCATIONS WHERE ALLOWED BY LOCAL CODES. CONDENSATE PIPING SHALL NOT DRAIN ONTO THE ROOFING SYSTEM NOR ANY OF ITS COMPONENTS. CONDENSATE PIPING ARRANGEMENT IS EXEMPT FROM MINIMUM EQUIPMENT CLEARANCE REQUIREMENTS PER FLORIDA BUILDING CODE 8th EDITION (2023), SECTION 1522.3.5. ALL HORIZONTAL RAINWATER PIPING RUN ABOVE FINISHED FLOOR THAT RECEIVES CONDENSATE DISCHARGE SHALL BE INSULATED WITH ARMAFLEX AND A VAPOR-BARRIER JACKET.
25. HOT WATER PIPING INSULATION SHALL BE PROVIDED IN ACCORDANCE WITH FLORIDA BUILDING CODE 8th EDITION (2023) - PLUMBING, TABLE 607.5 & FLORIDA BUILDING CODE 8th EDITION (2023) - ENERGY CONSERVATION, TABLE C403.2.8. CONTRACTOR SHALL USE ARMAFLEX OR EQUAL WHERE APPLICABLE. WHERE DOMESTIC WATER TEMPERATURES CAN CAUSE SWEATING, ALL COLD WATER PIPING SHALL BE INSULATED WITH ARMAFLEX INSULATION AND A VAPOR-BARRIER JACKET, PER FLORIDA BUILDING CODE 8th EDITION (2023) - ENERGY CONSERVATION, TABLE C403.2.8.
26. AIR ADMITTANCE VALVES MAY BE USED AS AN ALTERNATE TO VENT PIPING THRU ROOF WHERE ACCEPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION. INSTALLATION METHODS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND REQUIREMENTS.
27. PROVIDE ANGLE STOPS ON ALL WATER SERVICE LINES TO FIXTURES FOR INDIVIDUAL SHUT-OFF.
28. STUDOR MINI/MAXI AIR ADMITTANCE VALVES MAY BE USED AS AN ALTERNATE TO VENT PIPING THRU ROOF WHERE ACCEPTABLE BY THE PLUMBING OFFICIAL AND LOCAL CODES. INSTALLATION SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS.
29. ALL HORIZONTAL RAINWATER PIPING THE RECEIVES CONDENSATE DISCHARGE FROM AIR CONDITIONING EQUIPMENT SHALL BE INSULATED WITH 1" THK. ARMAFLEX.
30. PLUMBING PLANS IN GENERAL ARE DIAGRAMMATIC IN NATURE, AND ARE TO BE READ IN CONJUNCTION WITH ARCHITECTURAL, MECHANICAL, ELECTRICAL, FIRE SPRINKLER, STRUCTURAL AND CIVIL PLANS AND SHALL BE CONSIDERED AS ONE SET OF DOCUMENTS. PIPING MODIFICATIONS SUCH AS OFFSETS, BENDS, TRANSITIONS, AND SIZES SHALL BE REQUIRED TO PROVIDE AND INSTALL A COMPLETE FUNCTIONAL SYSTEM AND SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. CHANGES IN PIPE SIZES AND ROUTING SHALL BE REQUIRED BY THE CONTRACTOR TO AVOID CONFLICTS AND TO ADAPT TO EXISTING FIELD CONDITIONS PROVIDED THAT INSTALLATION MEETS ALL APPLICABLE CODES.
31. SUPPLY TRAP PRIMER FOR ALL FLOOR DRAINS, FLOOR SINKS, HUB DRAINS, ETC. SHOWN ON PLANS.
32. CONTRACTOR TO FIELD VERIFY ALL SUPPLY PRESSURE REQUIREMENTS AND LIMITATIONS. PROVIDE PRESSURE REDUCING VALVE IF REQUIRED.
33. ANY REFERENCE OR APPLICATION OF DENTAL COMPRESSED AIR AS NOTED ON THIS PLAN IS NOT USED OR INTENDED FOR LIFE-SUPPORT PURPOSES SUCH AS RESPIRATORS, IPPB MACHINES, ANALGESIA, ANESTHESIA, ETC. THE ONLY USE IS AS INCIDENTAL AIR DISCHARGE INTO THE ORAL CAVITY AND NOT A PRIMARY OR SECONDARY SOURCE OF AIR TO SUSTAIN LIFE.

PLUMBING SHEET INDEX

SHEET#	DESCRIPTION
P0.1	PLUMBING NOTES, LEGENDS, AND DETAILS
P2.1	SANITARY PLAN
P3.1	DOMESTIC WATER PLAN
P5.1	PLUMBING ISOMETRICS

PLUMBING LEGEND

CO	CLEAN OUT	S	SANITARY SEWER PIPING
S.O.V.	SHUT-OFF VALVE	V	VENT PIPING
COTC	CLEAN OUT TO GRADE	DCW	DOMESTIC COLD WATER PIPING
FS	FLOOR SINK	HW	HOT WATER PIPING (110°)
CW	DOMESTIC COLD WATER	HWC	HOT WATER PIPING (140°)
HW	DOMESTIC HOT WATER	HWR	HOT WATER RECIRCULATING PIPING
HWR	DOMESTIC HOT WATER RECIRCULATING	CD	CONDENSATE PIPING
HB	HOSE BIBB	CA	COMPRESSED AIR PIPING
VTR	VENT THRU ROOF	T&P	TEMPERATURE AND PRESSURE RELIEF
	GATE VALVE	SD	STORM DRAIN PIPING
	GLOBE VALVE	G	GAS PIPING
	BACKFLOW PREVENTOR LEAD FREE, PRE FBC PL 608.1		PIPE RISE UP
	GAS SOLENOID VALVE		PIPE DOWN OR DROP
	GAS COCK		CAPPED END OF PIPE
	WATER HAMMER ARRESTER (PDI No.)		POINT OF CONNECTION
FD	FLOOR DRAIN		P-TRAP



NOTE: PROVIDE WCO WHERE SHOWN ON PLAN, AND ON SANITARY WASTE BRANCHES NOT SERVED WITH A FLOOR CLEANOUT. LOCATE ABOVE FIXTURE FLOOD RIM WITHIN 4' OF FLOOR. CONSULT LOCAL CODES FOR OTHER WCO REQUIREMENTS.

WALL CLEANOUT DETAIL

NOT TO SCALE

SHOCK ARRESTOR SCHEDULE

P.D.I. DESIGNATION	MANUF. & MODEL	FIXTURE UNITS	CONNECTION
A	SIOUX CHIEF 652-A	1-11	1/2"
B	SIOUX CHIEF 653-B	12-32	3/4"
C	SIOUX CHIEF 654-C	33-60	1"

SIOUX CHIEF SHOCK ARRESTORS APPROVED FOR INSTALLATION WITH NO ACCESS DOOR REQUIRED. CONFORMS TO ANSI/ASSE 1010 STANDARDS.

SLOPE OF HORIZ. DRAINAGE PIPE

SIZE (inches)	MINIMUM SLOPE (inch per foot)
2-1/2 or less	1/4
3 to 6	1/8
8 or larger	1/16

TABLE 704.1 OF THE FLORIDA PLUMBING CODE 2023

PLUMBING NOTES

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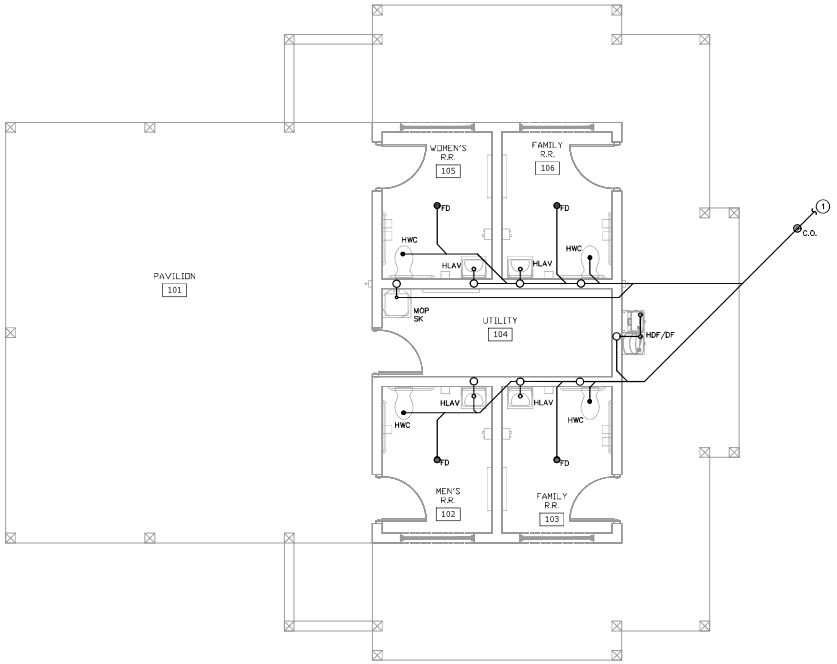
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Rev. #	Date

Project Number	24-0978
Status	Construction Docs.
Issue date	04-July-2025
Sheet	P0.1



SANITARY PLAN
1/4"=1'-0" NORTH

KEY NOTES

1. 3" SANITARY LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE, LOCATION AND INVERT PRIOR TO ROUGH-IN.

SANITARY PLAN

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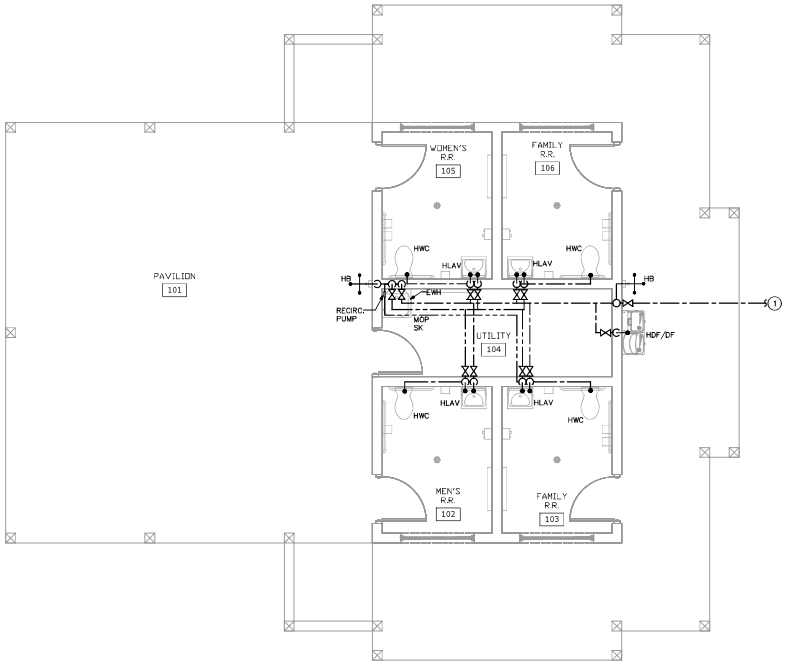
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Rev. #	Date

Project Number	24-0978
Status	Construction Docs.
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Sheet	P2.1



DOMESTIC WATER PLAN

1/4"=1'-0" NORTH

KEY NOTES

1. 2" DOMESTIC LINE, TIE TO EXISTING. FIELD VERIFY EXACT SIZE, LOCATION AND PRIOR TO ROUGH-IN.

DOMESTIC WATER PLAN

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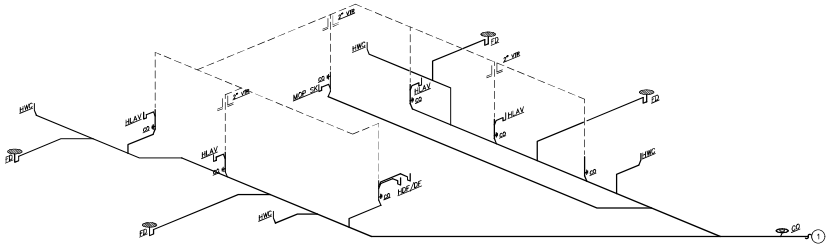
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Restroom Pavilion @ Wilderness Trail

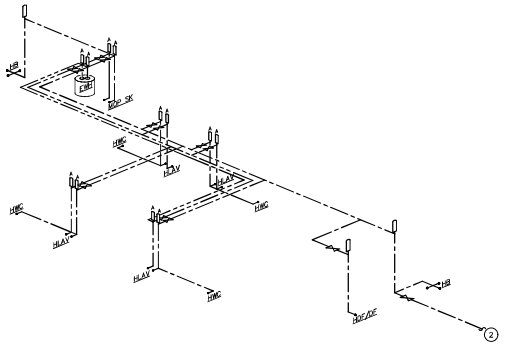
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Rev. #	Date

Project Number	24-0978
Status	Construction Docs.
Issue date	04-July-2025
Sheet	P3.1



SANITARY
ISOMETRIC PLAN
N.T.S.



DOMESTIC WATER
ISOMETRIC PLAN
N.T.S.

KEY NOTES

1. TIE NEW SANITARY LINE TO EXISTING IN AREA. CONTRACTOR TO FIELD VERIFY LOCATION AND SIZE PRIOR TO CONSTRUCTION.
2. TIE NEW DOMESTIC LINE TO EXISTING IN AREA. CONTRACTOR TO FIELD VERIFY LOCATION AND SIZE PRIOR TO CONSTRUCTION.

PLUMBING ISOMETRICS

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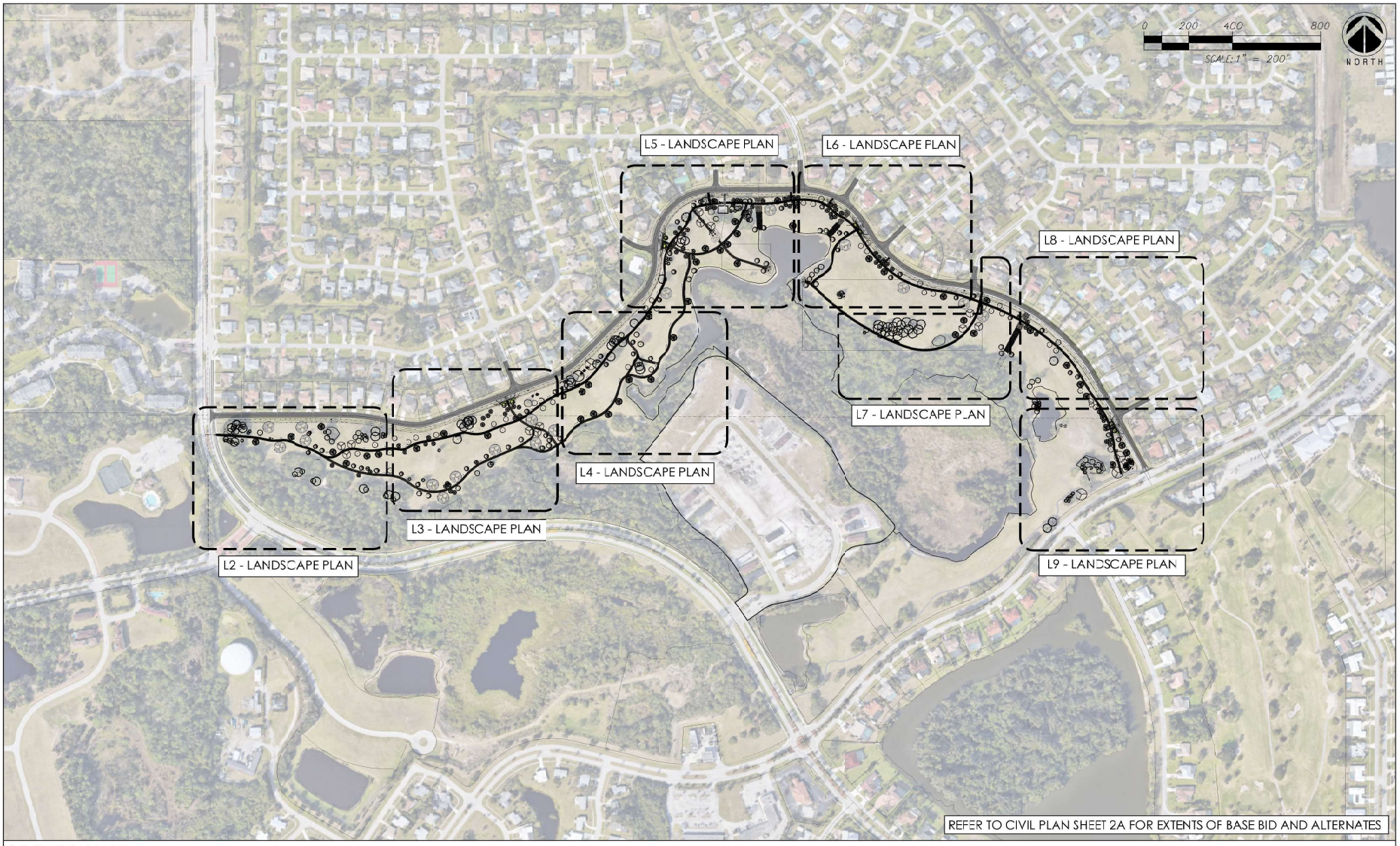
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Rev. #	Date

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Sheet	P5.1



LOCATION MAP:

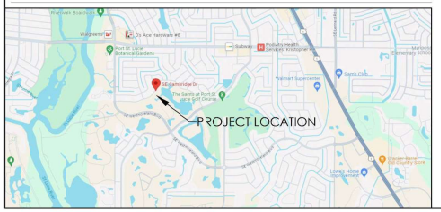


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100% BID SET

P25-021

PSLUSD NO. 5001-23A

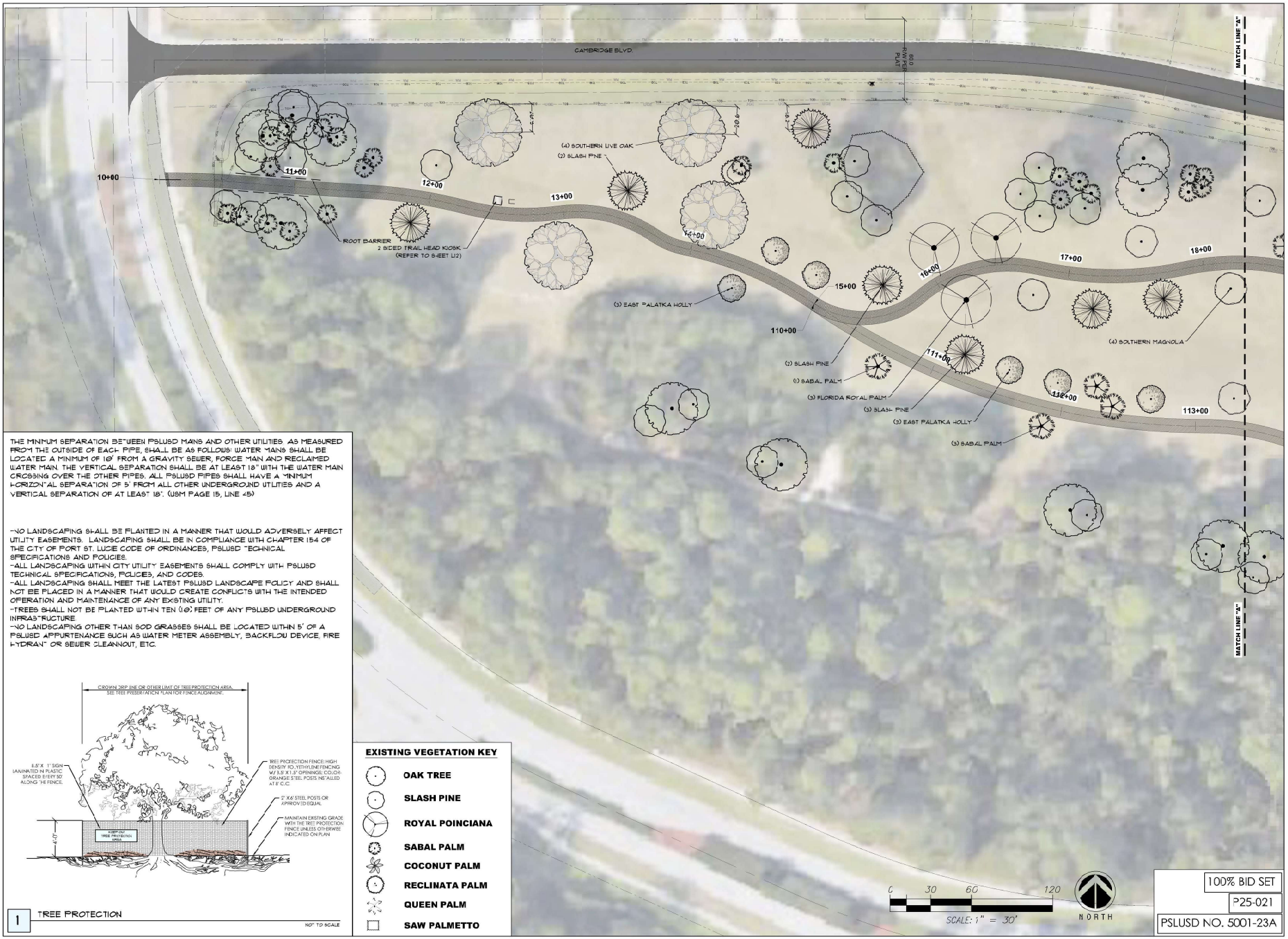
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Sheet L1
Title Sheet

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
All information given is professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include surveys, geotechnical data, geographical data, site observations, photographs and site plans. These supporting documents are indicative of conditions at point and provide guidance to the design during preparation and construction. **It is the contractor responsibility to verify all measurements and quantities prior to commencing work.**

Date: 02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025



THE MINIMUM SEPARATION BETWEEN PSLUSD MAINS AND OTHER UTILITIES, AS MEASURED FROM THE OUTSIDE OF EACH PIPE, SHALL BE AS FOLLOWS: WATER MAINS SHALL BE LOCATED A MINIMUM OF 10' FROM A GRAVITY SEWER, FORCE MAIN AND RECLAIMED WATER MAIN. THE VERTICAL SEPARATION SHALL BE AT LEAST 18" WITH THE WATER MAIN CROSSING OVER THE OTHER PIPES. ALL PSLUSD PIPES SHALL HAVE A MINIMUM HORIZONTAL SEPARATION OF 5' FROM ALL OTHER UNDERGROUND UTILITIES AND A VERTICAL SEPARATION OF AT LEAST 18". (USM PAGE 15, LINE 45)

-NO LANDSCAPING SHALL BE PLANTED IN A MANNER THAT WOULD ADVERSELY AFFECT UTILITY EASEMENTS. LANDSCAPING SHALL BE IN COMPLIANCE WITH CHAPTER 154 OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES, PSLUSD TECHNICAL SPECIFICATIONS AND POLICIES.
-ALL LANDSCAPING WITHIN CITY UTILITY EASEMENTS SHALL COMPLY WITH PSLUSD TECHNICAL SPECIFICATIONS, POLICIES, AND CODES.
-ALL LANDSCAPING SHALL MEET THE LATEST PSLUSD LANDSCAPE POLICY AND SHALL NOT BE PLACED IN A MANNER THAT WOULD CREATE CONFLICTS WITH THE INTENDED OPERATION AND MAINTENANCE OF ANY EXISTING UTILITY.
-TREES SHALL NOT BE PLANTED WITHIN TEN (10) FEET OF ANY PSLUSD UNDERGROUND INFRASTRUCTURE.
-NO LANDSCAPING OTHER THAN SOD GRASSES SHALL BE LOCATED WITHIN 5' OF A PSLUSD APPURTENANCE SUCH AS WATER METER ASSEMBLY, BACKFLOW DEVICE, FIRE HYDRANT OR SEWER CLEANOUT, ETC.

1 TREE PROTECTION

NOT TO SCALE

EXISTING VEGETATION KEY

- OAK TREE
- SLASH PINE
- ROYAL POINCIANA
- SABAL PALM
- COCONUT PALM
- RECLINATA PALM
- QUEEN PALM
- SAW PALMETTO

0 30 60 120

SCALE: 1" = 30'

NORTH

100% BID SET

P25-021

PSLUSD NO. 5001-23A

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Sheet L2
Landscape Plan

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
All information upon is symbolized. Interpretation of existing and proposed site elements based on multiple sources of information. These sources may include surveys, aerial photography, plans, geotechnical data, geographic aerial imagery, site observations, photographs and site data. All notes, plans, supporting documents and drawings or specifications or part and parcel and/or attachments to the design during installation and construction. **It is the contractor responsibility to verify all measurements and quantities prior to commencing work.**

Date: 02/05/2025
Design by: MF, PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025



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Sheet
L3
Landscape Plan

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
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Date:
02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025



100% BID SET

P25-021

PSLUSD NO. 5001-23A

Date: 02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025

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Sheet L4
Landscape Plan

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

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Sheet
L5
Landscape Plan

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
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Date: 02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025

100% BID SET
P25-021
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Sheet L6
Landscape Plan

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
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Date: 02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025



EXISTING VEGETATION KEY

- OAK TREE
- SLASH PINE
- ROYAL POINCIANA
- SABAL PALM
- COCONUT PALM
- RECLINATA PALM
- QUEEN PALM
- SAW PALMETTO

100% BID SET

P25-021

PSLUSD NO. 5001-23A

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Sheet L7
Landscape Plan

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
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Date: 02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025

Date:
02/05/2025
Design by: MF,FA
Reviewed by: MF
Scale: Refer to plan
Revised: 03/13/2025
100% Bid Set: 06/26/2025

LANDSCAPE PLAN

WILDERNESS TRAIL

Port St. Lucie, FL

Sheet
L8
Landscape Plan

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PLANT SCHEDULE OVERALL

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES
TREES							
	22	ACER RUBRUM	RED MAPLE	B & B	3"CAL	12-14" OA HT., 5'-6' SPRD.	NATIVE
	40	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	B & B	3"CAL	12-14" X 6-8"	NATIVE
	40	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	100 GAL	3"CAL	10'-12'H X 5'-6'W	NATIVE
	44	PINUS ELLIOTTI	SLASH PINE	B & B	4"CAL	14-15' O.A.	NATIVE
	18	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4"CAL	14-15' X 5-7'	NATIVE
PALMS							
	10	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B & B		8' GW	NATIVE
	91	SABAL PALMETTO	SABAL PALM	B & B	SLICK	8'-12' CT.	STAGGER HTS. NATIVE
PARKING LOT							
	8	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY (F)	B & B	3"CAL	12-14" X 6-8"	NATIVE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE	NOTES	CODE
SHRUBS								
	76	CHRYSOBALANUS ICACO 'RED-TIP'	COCOPLUM	3 GAL	24" OC	24" HT., FULL	NATIVE	
	205	SPARTINA BAKER NATIVE	SAND CORDGRASS	3 GAL	36" O.C.	24" HT., FULL	NATIVE	

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	INSTALL	SPECS	NOTES	CODE
GROUND COVERS								
	846	ERNODEA LITTORALIS	GOLDEN CREEPER	1 GAL	24" O.C.	4"X8'	NATIVE	

PLANTING SCHEDULE REFLECTS SOIL AND MULCH REQUIRED FOR SHRUBS AND GROUND COVERS. SCHEDULE DOES NOT INCLUDE MULCH AND SOIL REQUIRED FOR TREES. INSTALL MUCH AND SOIL FOR TREES PER INSTALLATION DETAILS.

SYMBOL	CODE	DESCRIPTION	QTY	DPT. / HT.	SPECS	INSTALLATION
	PL-01	SOIL	118 CY	4"	1:1 SCREENED COMPOST AND TOPSOIL	TILLED IN, REMOVE EX SOIL AS NEEDED
	PL-02	MULCH	212 CY	3"	BLACK, SHREDDED, HARDWOOD, NON-CYPRESS	
	PL-03	ROOT BARRIER	1,175 LF	30"	GRAVEL #57 STONE, BARRIER: RIDGID, MIN 30" HT.	LEVEL/ BELOW ADJOINING HARDSCAPES / UTILITIES

EXISTING VEGETATION KEY

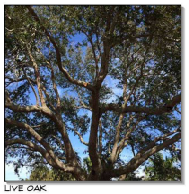
- OAK TREE
- SLASH PINE
- ROYAL POINCIANA
- SABAL PALM
- COCONUT PALM
- RECLINATA PALM
- QUEEN PALM
- SAW PALMETTO


RED MAPLE


EAST PALATKA HOLLY


MAGNOLIA


SLASH PINE


LIVE OAK


SABAL PALM


ROYAL PALM


RED TIP COCOPLUM


SAND CORDGRASS


GOLDEN CREEPER

SITE INFORMATION				
JURISDICTION: PORT ST. LUCIE				
	REGULATION	REQUIRED	PROPOSED	NOTES / STANDARDS
PARKING LOT ISLAND AREA	250 SQ/FT OF LANDSCAPE AREA REQUIRED PER ISLAND	2,000 SQ/FT (8 PARKING ISLANDS)	3,238 SQ/FT	
PARKING ISLAND CANOPY TREES	1 CANOPY TREE PER PARKING LOT ISLAND	8 TREES	8 TREES	FLH1, 12' O.A. HT., 5' CROWN, 2.5" CALIPER

NOTE:
PORT ST LUCIE PARK OPERATIONS DEPARTMENT WILL SURVEY AND REMOVE EXOTIC AND INVASIVE SPECIES (E.G. MELALEUCA, AND BRAZILIAN PEPPER) FROM THE PROPERTY.

100% BID SET

P25-021

PSLUSD NO. 5001-23A

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Sheet
L9
Landscape Plan

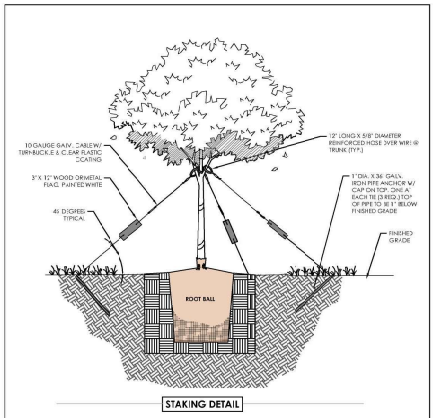
LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

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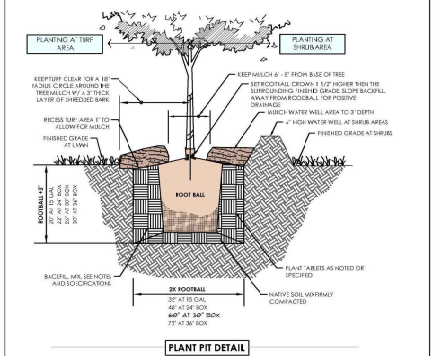
Date:
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Revised: 09/10/2025
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LANDSCAPE INSTALLATION NOTES:

1. The landscape contractor shall designate an English speaking, skilled crew foreman for the project, who will be available and accessible for the duration of the landscape installation.
2. All specifications must be satisfied. If there is a problem locating a material with given specifications, the contractor shall contact the landscape architect by email prior to installation. At the discretion of the landscape architect, a substitution may be made.
3. Landscape contractor is responsible to review and reconcile plan with landscape materials list and analyze site conditions and access prior to submitting a proposal.
4. Landscape contractor must provide evidence of workman's compensation and liability insurance in proposal package.
5. The landscape contractor shall comply with all local and State laws, codes and ordinances.
6. All plant material furnished by the landscape contractor shall be Florica #1 or better (Grades and Standards for Nursery Plants, Florica Department of Agriculture and Consumer Services, Latest Edition), unless otherwise noted on the landscape materials list. As many species tolerate both sunny and shady growing conditions, The landscape contractor s responsible for acquiring all plant material grown in similar conditions to the site.
7. The landscape contractor shall complete all work according to the Florida Green Industries Best Management Practices.
8. The landscape contractor must specify start and completion dates, f awarded the project.
9. The landscape contractor is responsible for locating all underground utilities prior to commencing work.
10. All planting areas shal be prepared by removing all debris, including asphalt, concrete, or similar materials not suited for landscape planting.
11. Planting soil shall be clean of rocks, sticks, roots and weeds, and shal be well-draining.
12. All landscapec areas shall be finish graded such that finished elevation will be flush and level with surrounding paved surfaces. The finished grade after planting and mulching shall not impede the flow of drainage into landscaped areas and to prevent the backwash of mulch and debris into paved areas.
13. All planting beds mus drain sufficently prior to planting. If existing soil is not adequate for establishment of plant materials due to poor drainage or chemical properties, soil amendments shall be added prior to panting.
14. Plants shall not be placed too close to one another or any hardscapes. See landscape materials list and planting details for spacing and placement of all plants. A mulch strip shall be left between the plantings and walls, edge of sod, driveway or walkways. All plants shall be placed outside the eaves of the roof, unless otherwise indicated on the landscape plan.
15. All plants to be relocated shal be properly root pruned 6 to 10 weeks prior to relocation.
16. All new landscape plants shall be planted slightly higher than the existing grade leaving top of the root ball exposed.
17. All plant materials shall be thoroughly watered in at the time of planting.
18. 3" layer of organic mulch shall be laid in all landscape beds. No mulch shall be laid near tree trunks. No mulch shall be laid on top of citrus tree root balls.
19. Newly planted trees shall be staked only if the root ball moves in the wind or the trees are located in an area of windy conditions. All palms shall be staked. All wood braces and brace frames shall be stained dark brown. No nails shall be driven into any palm or tree.
20. Planting plan takes precedence over plant list.
21. The contractor(s) shal keep all work areas neat and tidy on a daily basis. At completion of the installation, the contractor shall remove from the property all temporary structures and garbage at his/her own expense.
22. The contractor(s) shal keep all plants watered, fertilized, mulched, pruned, staked and guyed as necessary to assure specified minimum grade of Florida #1 throughout the duration of the project construction period. Planting beds shall be kept free of litter and undesirable vegetation. The contractor(s) is responsible for keeping all the plant material healthy, vigorous, and undamaged throughout the duration of the project construction period.
23. At project closeout the contractor shall provide the owner with manuals and warranty information for all installed furniture, fixtures and equipment.
24. The final payment is made upon completion of project and execution of lien release affidavit.
25. All shrubs and ground covers shall be warranted for 90 days; all trees and palms shall be wairanted for 1 year from the date of final acceptance and payment.

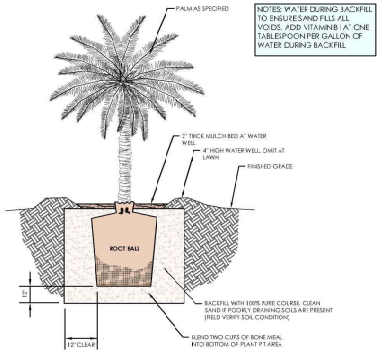


STAKING DETAIL

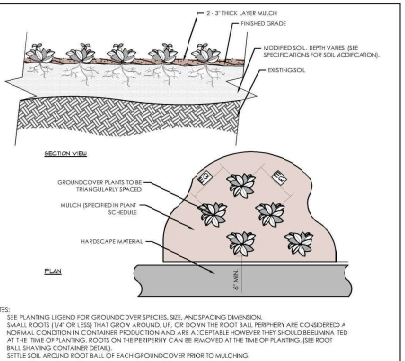


PLANT PIT DETAIL

1 TREE GUY WIRING PLANTING — NOT TO SCALE



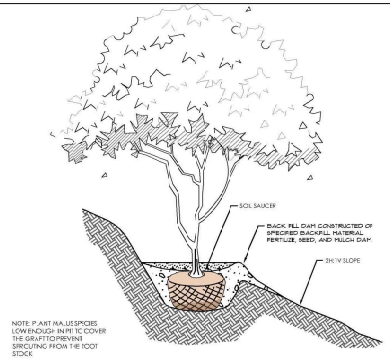
2 PALM PLANTING — NOT TO SCALE



NOTES:
1. SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2. SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE REMOVED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3. SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

4 GROUNDCOVER — NOT TO SCALE

3 SHRUB PLANTING — NOT TO SCALE



NOTE: PLANT MATERIALS SPECIES LOW ENOUGH IN PITTO COVER THE GRAFT TO PREVENT SPROUTING FROM THE ROOT STOCK

5 TREE PLANTING ON SLOPE — NOT TO SCALE

LANDSCAPE MAINTENANCE GUIDELINES

THE INSTALLING CONTRACTOR IS TO PERFORM THE FOLLOWING MAINTENANCE AND WARRANTY THE TREES FOR ONE YEAR AND THE SHRUBS FOR 90 DAYS.

TEMPORARY IRRIGATION:

1. FOR TREES IRRIGATE DAILY FOR THE FIRST MONTH AFTER PLANTING, EVERY OTHER DAY THEREAFTER FOR THREE MONTHS, AND ONCE OR TWICE WEEKLY AFTER THE INITIAL THREE MONTHS. THE USE OF TREE WATERING BAGS IS RECOMMENDED BUT NOT REQUIRED. IT IS UP TO THE CONTRACTOR TO APPLY THE WATER AS REQUIRED TO MAINTAIN THE PLANT WARRANTIES LISTED ABOVE.
2. AT EACH IRRIGATION APPLY A 2-3 GALLONS PER INCH CALIPER TO THE ROOT BALL AND MAKE SURE IT SOAKS IN. IF THE ROOT BALL IS WET OR SATURATED AVOID WATERING AND SKIP A DAY OR CHECK TO MAKE SURE THERE ARE NO PERCOLATION OR INFILTRATION ISSUES.
3. MONITOR PLANT HEALTH AND ADJUST THE WATERING SCHEDULE IF NECESSARY.
4. REMOVE TREE BAGS ONCE THE TREE IS ESTABLISHED AND SHOULD NEVER STAY ON FOR MORE THAN 3-4 MONTHS.
5. MONITOR FOR DECAY, ROT OR PESTS AND EXCESS MOISTURE, IN DARK AREAS THAT DO NOT RECEIVE SUNLIGHT DUE TO GATOR BAGS.
6. FOR SHRUBS WATER DAILY FOR THE FIRST WEEK, THEREAFTER, REDUCING TO 2-3 DAYS A WEEK AND THEN TRANSITIONING TO ONCE A WEEK. ONLY ONE GALLON PER 4 DAYS IS RECOMMENDED IF THERE IS NO RAINFALL

TREE SUPPORT:

1. STAKES INSTALLED FOR SUPPORT SHOULD BE REMOVED WITHIN ONE YEAR OF INSTALLATION.
2. IF THERE IS NO PLAN TO REMOVE STAKES OR REMOVE STAKES IS NOT POSSIBLE, ANCHOR THE TREE WITH A MECHANISM THAT DOES NOT USE STAKES.
3. IT IS IMPORTANT TO REMOVE STAKES FOR THE DEVELOPMENT OF SUPPORTIVE TRUNK TISSUE AND TO AVOID DAMAGE TO THE TRUNK.

PRUNING AND FERTILIZING OF TREES IN THE FIRST YEAR OF INSTALLATION:

1. NO MAJOR PRUNING IS REQUIRED IN THE FIRST YEAR OF ESTABLISHMENT.
2. DEAD OR WEAK BRANCHES CAN BE PRUNED
3. FERTILIZATION IN THE FIRST YEAR IS NOT REQUIRED UNLESS THE TREE IS PLANTED IN POOR SOIL.
4. SINCE SURVIVAL IS NOT IMPROVED NOR DOES IT HELP IN GROWTH AND THE CHANCES OF ROOT BURN IS HIGHER, FERTILIZATION SHOULD BE AVOIDED IN THE FIRST YEAR.

PESTS AND DISEASES AND WEATHER MONITORING:

1. MONITOR TREES FOR PESTS AND DISEASES, ESPECIALLY THE SRI LANKAN WEEVIL WHICH IS KNOWN TO ATTACK NATIVE VARIETIES.
2. MONITOR TREES, ESPECIALLY AFTER WEATHER CHANGES OR EXTREME WEATHER CONDITIONS.
3. COVER TREES IN CASE OF COLD SPELLS OR FROST TO AVOID DAMAGE TO THE LEAVES AND TRUNKS.
4. WATER COLD-SENSITIVE TREES 12 HOURS BEFORE THE COLD FRONT.

MAINTENANCE OF SHRUBS:

1. REGULAR WATERING FOR ESTABLISHMENT.
2. NO FERTILIZATION IS NEEDED IN THE FIRST YEAR.
3. PRUNING IS TO BE RESTRICTED TO THE REMOVAL OF DEAD OR WEAK FRONDS.
4. MONITOR FOR PESTS.

100% BID SET

P25-021

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Date: 02/05/2025
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Revised: mm/dd/yyyy
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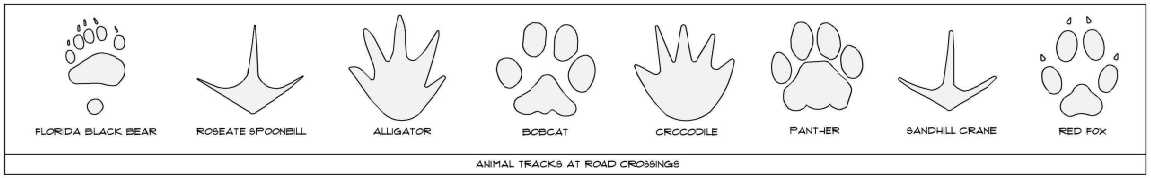
Sheet L10
Details and Specifications

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

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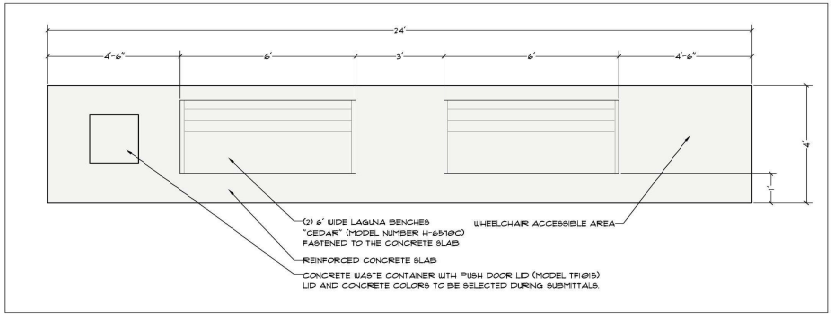


PAW PRINT EXAMPLE



ANIMAL TRACKS AT ROAD CROSSINGS

(80) TOTAL PAW PRINTS ALONG THE TRAIL
-OVERALL DIMENSIONS OF EACH PAW PRINT TO BE 1'-5" X 1'-6"
-EACH LOCATION NOTED ON THE PLAN IS TO RECEIVE 10 PAW PRINTS
-EACH PAW PRINT IS CREATED WITH THERMOPLASTIC PAVEMENT MARKINGS MEETING ASTM E-303 SLIP RESISTANCE INSTALLED ON THE CONCRETE WALKWAY



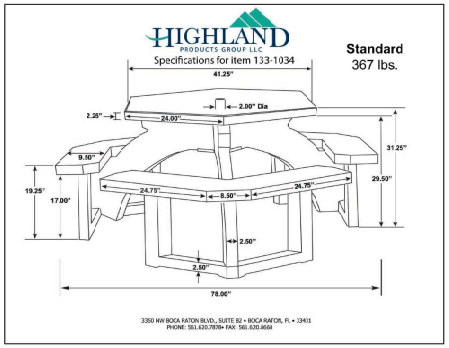
BENCH LAYOUT SCALE: 1/2" = 1'-0"



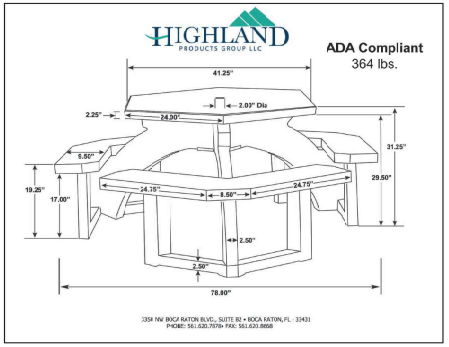
(12) TOTAL BENCHES ALONG THE TRAIL
6' FREMONT PARK BENCH (ITEM NUMBER 329-1033)



(9) TOTAL WASTE CONTAINERS ALONG THE TRAIL
CONCRETE WASTE CONTAINER WITH PUSH DOOR LID (MODEL TF1015)



(2) HEX PICNIC TABLE
HIGHLAND PRODUCTS GROUP HEX PICNIC TABLE
(ITEM # 133-1034)
FASTENED TO CONCRETE SLAB



(2) HEX ADA PICNIC TABLE
HIGHLAND PRODUCTS GROUP HEX ADA PICNIC TABLE
(ITEM #133-1050)
FASTENED TO CONCRETE SLAB

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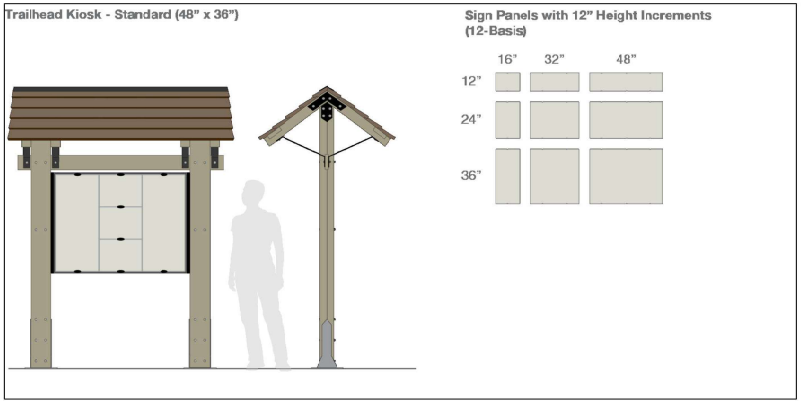
Sheet L11
Hardscape Details

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

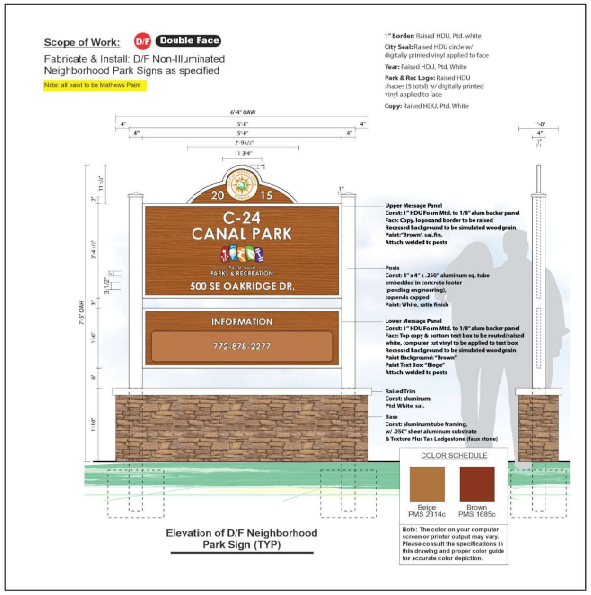
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(2) TOTAL TRAILHEAD KIOKS ALONG THE TRAIL
-TWO SIDED TERRABILT TRAILHEAD KIOSK (STANDARD)
-COLORS AND MATERIALS TO MATCH THE NEW PAVILION
-FOUNDATION DESIGN BY GENERAL CONTRACTOR WITH STRUCTURAL CERTIFICATION
-ALTERNATE OPTION TO PROVIDE A CUSTOM BUILT KIOSK SIMILAR IN STYLE
-FINAL KIOSK TO BE APPROVED VIA SHOP DRAWING OR PRODUCT SUBMITTAL



(1) TOTAL PARK MONUMENT SIGN ALONG THE TRAIL
-PREVIOUS PARK SIGN EXAMPLE SHOWN
-FINAL CONTENT TO BE APPROVED VIA SHOP DRAWING SUBMITTAL
-SIGN TO BE PROVIDED AND INSTALLED BY:
DON BELL SIGNS, LLC (OR EQUAL)
368 OAK PLACE
PORT ORANGE, FL 32127
PH: 386-788-8084



(8) TOTAL WILDLIFE SIGNS ALONG THE TRAIL
-EXAMPLE FROM PIONEER PARK IN PORT ST. LUCIE SHOWN
-FINAL CONTENT TO BE APPROVED VIA SHOP DRAWING SUBMITTAL
-SIGN CONTRACTOR TO PROVIDE AND INSTALL INFORMATION SIGN, WOOD POST, BRACKETS, AND CONCRETE FOUNDATION.

100% BID SET
P25-021
PSLUSD NO. 5001-23A

Michael Flaugh
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Sheet
L12
Hardscape
Details

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

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PLANT SCHEDULE BASE BID

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES	CODE
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	8	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4"CAL	14-16" X 5-7'	NATIVE	
PALMS								
	4	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B & B		8' GW	NATIVE	
	76	SABAL PALMETTO	SABAL PALM	B & B	SLICK	8'-12' CT.	STAGGER HTS.	NATIVE
SYMBOL	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**SIZE**	**NOTES**	**CODE**
SHRUBS								
	76	CHRYSOBALANUS ICACO 'RED-TIP'	COCOPLUM	3 GAL	24" OC	24" HT., FULL	NATIVE	
	205	SPARTINA BAKERI	SAND CORDGRASS	3 GAL	36" O.C.	24" HT., FULL	NATIVE	

PLANTING BASE BID

SCHEDULE REFLECTS SOIL AND MULCH REQUIRED FOR SHRUBS AND GROUND COVERS. SCHEDULE DOES NOT INCLUDE MULCH AND SOIL REQUIRED FOR TREES. INSTALL MUCH AND SOIL FOR TREES PER INSTALLATION DETAILS.

SYMBOL	CODE	DESCRIPTION	QTY	DPT. / HT.	SPECS	INSTALLATION
	PL-01	SOIL	79.1 CY	4"	1:1 SCREENED COMPOST AND TOPSOIL	TILLED IN, REMOVE EX SOIL AS NEEDED
	PL-02	MULCH	2.06 CY	3"	BLACK, SHREDDED, HARDWOOD, NON-CYPRESS	
— — —	PL-03	ROOT BARRIER	816 LF	30"	GRAVEL #57 STONE, BARRIER: RIDGID, MIN 30"HT.	LEVEL/ BELOW ADJOINING HARDSCAPES / UTILITIES

BASE BID FURNISHINGS AND HARDSCAPES
(REFER TO L11 AND L12 FOR DETAILS)

(80) PAW PRINTS ALONG THE TRAIL
(2) TRAILHEAD KIOSKS
(1) PARK MONUMENT SIGN
(8) WILDLIFE SIGNS
(4) BENCHES
(2) WASTE CONTAINERS
192 SQ/FT OF CONCRETE AT THE BENCHES

PLANT SCHEDULE ALTERNATE 1

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES	CODE
TREES								
	4	ACER RUBRUM	RED MAPLE	B & B	3"CAL	12 - 4' OA HT., 5'-6' SPRD.	NATIVE	
	8	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	B & B	3"CAL	12-14" X 5-8'	NATIVE	
	1	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	100 GAL	3"CAL	10'-12'H X 5'-6"W	NATIVE	
	1	PINUS ELLIOTTI	SLASH PINE	B & B	4"CAL	14-16" O.A.	NATIVE	
	5	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4"CAL	14-16" X 5-7'	NATIVE	
PALMS								
	1	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B & B		8' GW	NATIVE	
	10	SABAL PALMETTO	SABAL PALM	B & B	SLICK	8'-12' CT.	STAGGER HTS.	NATIVE

INSTALL MUCH AND SOIL FOR TREES PER INSTALLATION DETAILS.

PLANT SCHEDULE ALTERNATE 2

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES	CODE
TREES								
	7	ACER RUBRUM	RED MAPLE	B & B	3"CAL	12 - 4' OA HT., 5'-6' SPRD.	NATIVE	
	6	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	B & B	3"CAL	12-14" X 5-8'	NATIVE	
	2	MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	100 GAL	3"CAL	10'-12'H X 5'-6"W	NATIVE	
	15	PINUS ELLIOTTI	SLASH PINE	B & B	4"CAL	14-16" O.A.	NATIVE	
	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4"CAL	14-16" X 5-7'	NATIVE	
PALMS								
	2	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B & B		8' GW	NATIVE	
	5	SABAL PALMETTO	SABAL PALM	B & B	SLICK	8'-12' CT.	STAGGER HTS.	NATIVE

INSTALL MUCH AND SOIL FOR TREES PER INSTALLATION DETAILS.

PLANTING ALTERNATE 2

SYMBOL	CODE	DESCRIPTION	QTY	DPT. / HT.	SPECS	INSTALLATION
— — —	PL-03	ROOT BARRIER	39 LF	30"	GRAVEL #57 STONE, BARRIER: RIDGID, MIN 30' HT.	LEVEL/ BELOW ADJOINING HARDSCAPES / UTILITIES

ALTERNATE 2 FURNISHINGS AND HARDSCAPES
(REFER TO L11 AND L12 FOR DETAILS)

(4) BENCHES
(2) WASTE CONTAINERS
576 SQ/FT OF CONCRETE AT THE BENCHES

100% BID SET
P25-021
PSLUSD NO. 5001-23A

Michael Flaugh
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Sheet
L13
Base Bid & Alternate Schedules

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
This architectural plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include surveys, as-built drawings, plans provided by other consultants, site observations, photographs and site data. All notes, dimensions, and quantities are approximate and intended for general reference only. It is the contractor's responsibility to verify all measurements and quantities prior to commencing work. Any discrepancies, omissions, or conflicts found in these supporting documents are to be reported to the landscape architect immediately. Failure to do so may result in additional costs or delays. The landscape architect is not responsible for errors or omissions in these documents or for any construction means, methods, techniques, or safety practices employed by the contractor. Any deviations or substitutions made without prior written approval may result in corrective work at the contractor's expense. The landscape architect reserves the right to make reasonable adjustments to the design during installation as conditions warrant.

Date:
02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025

PLANT SCHEDULE ALTERNATE 3

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	NOTES
PALMS						
	3	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B & B	8' GW	NATIVE

INSTALL MULCH AND SOIL FOR TREES PER INSTALLATION DETAILS.

ALTERNATE 3 FURNISHINGS AND HARDSCAPES
(REFER TO L11 AND L12 FOR DETAILS)

(2) HEX PICNIC TABLES
(2) HEX ADA PICNIC TABLES
(3) WASTE CONTAINERS

PLANT SCHEDULE ALTERNATE 4

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES
TREES							
	3	ACER RUBRUM	RED MAPLE	B & B	3"CAL	12-14" OA HT., 5'-6' SPRD.	NATIVE
	2	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY	B & B	3"CAL	12-14' X 6-8'	NATIVE
	3	PINUS ELLIOTTI	SLASH PINE	B & B	4"CAL	14-16' O.A.	NATIVE
	2	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4"CAL	14-16' X 5-7'	NATIVE
PALMS							
	3	ROYSTONEA ELATA	FLORIDA ROYAL PALM	B & B		8' GW	NATIVE

INSTALL MULCH AND SOIL FOR TREES PER INSTALLATION DETAILS.

PLANTING ALTERNATE 4

SYMBOL	CODE	DESCRIPTION	QTY	DPT. / HT.	SPECS	INSTALLATION
— — —	PL-03	ROOT BARRIER	98 LF	30"	GRAVEL: #57 STONE, BARRIER: RIDGID, MIN 30" HT.	LEVEL/ BELOW ADJOINING HARDSCAPES / UTILITIES

ALTERNATE 4 FURNISHINGS AND HARDSCAPES
(REFER TO L11 AND L12 FOR DETAILS)

(4) BENCHES
(2) WASTE CONTAINERS
576 SQ/FT OF CONCRETE AT THE BENCHES

PLANT SCHEDULE ALTERNATE 5

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NOTES
PARKING LOT							
	8	ILEX X ATTENUATA 'EAST PALATKA'	EAST PALATKA HOLLY (P)	B & B	3"CAL	12-14' X 6-8'	NATIVE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	INSTALL	SPECS	NOTES
GROUND COVERS							
	846	ERNODEA LITTORALIS	GOLDEN CREEPER	1 GAL.	24" O.C.	4"X8"	NATIVE

PLANTING ALTERNATE 5

SCHEDULE REFLECTS SOIL AND MULCH REQUIRED FOR SHRUBS AND GROUND COVERS. SCHEDULE DOES NOT INCLUDE MULCH AND SOIL REQUIRED FOR TREES. INSTALL MULCH AND SOIL FOR TREES PER INSTALLATION DETAILS.

SYMBOL	CODE	DESCRIPTION	QTY	DPT. / HT.	SPECS	INSTALLATION
	PL-01	SOIL	39.1 CY	4"	1:1 SCREENED COMPOST AND TOPSOIL	TILLED IN, REMOVE EX SOIL AS NEEDED
	PL-02	MULCH	15.2 CY	3"	BLACK, SHREDDED, HARDWOOD, NON-CYPRESS	
— — —	PL-03	ROOT BARRIER	222 LF	30"	GRAVEL: #57 STONE, BARRIER: RIDGID, MIN 30" HT.	LEVEL/ BELOW ADJOINING HARDSCAPES / UTILITIES

100% BID SET
P25-021
PSLUSD NO. 5001-23A

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Sheet
L14
Alternate
Schedules

LANDSCAPE PLAN
WILDERNESS TRAIL
Port St. Lucie, FL

Please note:
This architectural plan is a professional interpretation of existing and proposed site elements based on multiple sources of information. These sources may include surveys, geotechnical data, geodetic control, the observations, photographs and site data. At times, these supporting documents can indicate conflicting or contradictory information. **It is the contractor responsibility to verify all measurements and quantities prior to commencing work.** Any discrepancies shall be brought to the attention of the design team prior to construction and commencement of any work. Failure to do so will result in the contractor being responsible for any corrections or replacement costs.

Date:
02/05/2025
Design by: MF,PA
Reviewed by: MF
Scale: Refer to plan
Revised: 09/10/2025
100% Bid Set: 06/26/2025

WILDERNESS TRAIL MULTI-USE PATH

TECHNICAL SPECIFICATIONS

PREPARED FOR:

CITY OF PORT ST. LUCIE
PARKS AND RECREATION DEPARTMENT

PREPARED BY:

CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE
STUART, FL 34994
(772) 692-4344 - PHONE
(772) 692-4341 - FAX

JUNE 2025

TECHNICAL SPECIFICATIONS

Wilderness Trail Multi-use Path

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Attachment 1 – Wilderness Trail Multi-use Path Architectural Plans and Specifications

Attachment 2 – Wilderness Trail Multi-use Path Wetland and Wildlife Assessment Report

Attachment 3 – Wilderness Trail Multi-use Path Env. Gopher Tortoise Report

Attachment 4 – Wilderness Trail Multi-use Path Geotechnical Report

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1. **STANDARD SPECIFICATIONS** - All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (Standard Specification, Latest Edition at time of bid), City of Port St. Lucie Engineering and City of Port St. Lucie Utilities Standards unless stated otherwise. Any reference in the FDOT and CITY Standard Specifications to the ENGINEER or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the FDOT and City Standard Specifications to facilitate the CONTRACTOR.

   Any reference to "FDOT Standard Indexes" shall mean the FDOT Standard Plans (Latest Edition at time of bid).

2. **SCOPE OF WORK** – This contract covers the proposed improvements to Wilderness Trail Multi-use Path. The CONTRACTOR shall dewater the excavations to provide a dry condition during construction and account for site drainage management.

3. **MEASUREMENT AND BASIS OF PAYMENT**

   Progress Payments

   1) Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the ENGINEER's review and correction.

   2) Measurements for progress payments shall be made on in-place quantities in accordance with the Contract Form General Requirements. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY's discretion.

   3) No item will be accepted for progress payment until all required testing has been successfully completed.

   Final Payment

   1) Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

4. **PROJECT SCHEDULE** - Within twenty-one (21) calendar days after the execution of the Contract, or at the pre-construction meeting whichever is earlier, CONTRACTOR shall submit for approval, three copies of a schedule of work showing in detail satisfactory to the ENGINEER and CITY, the order in which the CONTRACTOR proposes to carry on the work, the interdependence of activities, the date on which it will start the individual activities, including procurement of materials, plans and equipment, submission and receipt of shop drawings, duration, monetary value, resource allocation, earliest and latest starting and completion dates for each operation. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time. All activities are to be described so that the work is readily identifiable and progress on each activity can be readily measured. The schedule shall be prepared in such a manner that all elements are contained in the schedule diagram (i.e., Early Start, Late Start, Early Finish, Late Finish and Duration). Separate detail sheets containing this information are not acceptable. If CONTRACTOR elects to use a computer-generated critical path method schedule (CPM) the selected software and output format (including size, color, order, etc.) is to be approved and accepted by the ENGINEER before CPM preparation. The schedule shall be accompanied by a working plan, which is a concise written description of CONTRACTOR's construction plan. This plan shall include but not be limited to the phasing, sequence, identification of work crews and summary

of the work. CONTRACTOR shall resubmit a revised schedule whenever requested to comply with such comments as may be required by the ENGINEER and/or CITY.

The CONTRACTOR shall enter on the above-mentioned chart the actual progress accompanied by a written description at monthly intervals and shall immediately deliver to the ENGINEER three copies thereof along with each progress payment request. If CONTRACTOR fails to submit a progress schedule within the time prescribed, the ENGINEER may withhold approval of progress payment request until the CONTRACTOR submits the required progress schedule.

If a majority of the activities have a float period of less than ten (10) days, then the CONTRACTOR must provide complete details on the resource allocation as requested by the ENGINEER.

The CONTRACTOR must provide letters from his sub-contractors that indicate their acceptance of the proposed schedule.

The CONTRACTOR shall submit a concise written explanation of the schedule impacts attached to the delay claim and the next schedule update.

All material, labor and equipment required to perform the work effort for this item shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this contract, with no additional cost to be incurred by the CITY.

5. WATER RESOURCES – The CONTRACTOR shall not discharge without permit into the waters of lakes, rivers, canals, waterways and ditches, any fuels, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The CONTRACTOR shall be responsible for investigating and complying with all applicable federal, state and local laws and regulations governing pollution of waters. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas. If a violation is noted during construction, all construction shall cease until the condition is corrected, at no additional cost to the CITY.

The CONTRACTOR shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code. Adequate silt containment procedures and equipment shall be used to control turbidity within state standards.

When required by any Governmental Agency), the CONTRACTOR shall make water quality measurements and submit them to the Agency and ENGINEER, in addition to those required herein, assuring construction operations complies with the Standards of 17-3, F.A.C. All water quality measurements shall conform to the test methods specified in Chapter 40, Part 136 of the Code of Federal Regulations.

If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the ENGINEER and replaced with suitable fill materials, compacted and finished with topsoil, all at the expense of the CONTRACTOR. Any notification for waste material dumping to Regulatory Agencies is the responsibility of the CONTRACTOR.

All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

6. **FISH AND WILDLIFE RESOURCES** - The CONTRACTOR shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The CONTRACTOR shall not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area, which are critical to fish, and wildlife except as may be indicated or specified.

All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

7. **GOPHER TORTOISES / INDIGO SNAKES** – Should CONTRACTOR or CEI discover any gopher tortoises / indigo snakes on the site, the CONTRACTOR shall notify the CITY and the CITY will take the measures necessary to relocate the gopher tortoise(s) / indigo snake(s). No extras or additional payments will be made to the CONTRACTOR for the protection of gopher tortoises / indigo snakes. Prior to construction, the CITY will attempt to have all known gopher tortoises / indigo snakes relocated from the project site.

8. **NPDES COMPLIANCE (EROSION CONTROL)** – The CONTRACTOR will provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. The CONTRACTOR shall construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as directed by the CITY or ENGINEER. This item will include permitting, providing silt fence, turbidity barrier, inlet covers, monitoring, testing/reports.

Payment for permitting, plans and monitoring shall be made and distributed throughout the construction period and included within the silt fence / turbidity barrier linear footage item. The silt fence / turbidity barrier will be paid per linear footage installed and maintained during the duration of the project.

Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthworks shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

The CONTRACTOR shall employ adequate silt containment measures and/or procedures during construction activities to control turbidity within the limits required by local, state and/or federal law and/or permit requirements.

Separate pay items for some Temporary Erosion control items may be included in this Contract. The quantities to be paid under these items will be for the Contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contract, all materials, labor and equipment needed to prosecute the work

required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

The CONTRACTOR is responsible to obtain a National Pollutant Discharge Elimination SQUARE YARD (SY)stem (NPDES) Stormwater Pollution Prevention Plan (SWPPP) permit from the Florida Department of Environmental Protection (FDEP). If the CONTRACTOR needs a dewatering permit through the South Florida Water Management District (SQUARE FEET (SF)WMD), this permit will need to be obtained by the CONTRACTOR and the cost shall be included within the mobilization pay item. The ENGINEER'S SWPPP is an example of items that partially may be needed to prevent erosion. The CONTRACTOR is responsible to enhance these items as needed to comply with the NPDES and State Water Quality Guidelines. Any enhancements are considered incidental to the cost of Erosion / Sediment Control.

The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. The CONTRACTOR shall further; provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. CONTRACTOR shall construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the ENGINEER. The CONTRACTOR shall use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. 50% of the cost of this item is to be paid at installation, with 40% to be paid in equal monthly payments spread out over the remaining contract time, beginning in the 2nd month, and a final 10% paid at substantial completion.

Temporary Silt Fence: The CONTRACTOR shall furnish, install, maintain, and remove temporary silt fences in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans. This item will be paid based on Linear Footage of silt fence installed. If any combination (or lack thereof) of the Base Bid and the alternative bids are awarded, the contractor will be paid based on the unit price length of silt fence actually installed as required for that project.

Roadway Sweeping: The CONTRACTOR shall be responsible for the control of dust and erosion created by vehicular and construction traffic entering or exiting the construction area as required by the NPDES permit. Existing driveways and points of access may be utilized and modified for this use. The work area shall be stabilized to reduce the tracking of mud and dirt onto the public right of way; and additional sweeping will be required on as called for by the CEI. This item will be paid in the Lump Sum item for NPDES COMPLIANCE (EROSION CONTROL).

Turbidity Monitoring: After all rain events, CONTRACTOR to test the outfalls of the improvement area for turbidity. The Contract stipulates that the CONTRACTOR is responsible to make certain that during construction activities turbidity shall not exceed 29 NTU's above background for discharge into surface waters or 0 NTU's above background for discharge into Outstanding Florida Waters. CONTRACTOR shall determine background for turbidity monitoring upstream of the improvements. The cost of this item is incidental to the project work and should be included in the line item for NPDES Permitting.

The CONTRACTOR shall, as "operator of the facility" obtain an NPDES permit through the Florida Department of Environmental Protection for the Project. The ENGINEER'S erosion control plan is an example of items that partially may be needed to prevent erosion. The CONTRACTOR is responsible to enhance these items as needed to comply with the NPDES and State Water Quality Guidelines. Any enhancements are considered incidental to the cost of Erosion / Sediment Control. The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. The CONTRACTOR shall further; provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. CONTRACTOR shall construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the ENGINEER). The CONTRACTOR shall use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, temporary pipe plugs, staked turbidity barrier and silt fence.

All required NPDES monitoring and inspection requirements shall be considered incidental to the cost of construction but noted in pay item NPDES COMPLIANCE (EROSION CONTROL).

9. **ENVIRONMENTAL PROTECTION** - In order to prevent and to provide for abatement and control of any environmental pollution arising from the work of the CONTRACTOR and his Subcontractors in the performance of this Contract, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of the Army Corps of Engineers manual, EM 385-1-1, entitled General Safety Requirements, in effect on the date of the work, as well as the specifications, including the Corps of Engineers and Florida Department of Environmental Protection permits, if applicable to this project.

   The CONTRACTOR shall provide and maintain environmental protection during the term of the Contract. Environmental protection measures shall be provided to control pollution that develops during normal earthwork, dredging and/or construction practices. The CONTRACTOR's operations shall comply with all federal, state, and local regulations pertaining to water, air, solid waste and noise pollution. Compliance with the provisions of this Specification by Subcontractors shall be the responsibility of the CONTRACTOR.

   All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

10. **DUST CONTROL** - The CONTRACTOR will be responsible for continuously providing adequate dust control of the project. The CONTRACTOR at a minimum is required to provide watering of the project limits to avoid excessive dust. The CITY requests the use of non-potable water for dust control. The ENGINEER will only notify the CONTRACTOR one time of inadequate dust control. If the CONTRACTOR fails to respond within two (2) hours, then the CITY will provide dust control and back charge the CONTRACTOR. This item is considered incidental to the work.

11. **MOBILIZATION** – In accordance with Section 101 of the FDOT Standard Specifications, the CONTRACTOR shall perform preparatory work and operations in mobilizing for beginning 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, and sanitary and other facilities. This item includes the costs of bonds, Right-of-Way Permitting (CITY and/or FDOT), compliance with noise ordinance requirements, construction surveying and record drawings (as-builts), any required insurance, and any other pre-construction expense necessary for the start of the work, including the cost of construction materials and services purchased between the Notice to Proceed and the first Pay Request. This item will be paid as a portion of the percentage of completed items until balance has reached total lump sum of completed project. The item will be paid as LUMP SUM under the bid item Mobilization.

- Contractors are advised that mobilization fees for the Base Bid and each of the Alternative Bids (1-5) should reflect that actual scope of work associated with those bids individually and should be proportionally lower that the mobilization cost for the Base Bid.

12. SURVEY WORK - CONSTRUCTION LAYOUT, AND AS-BUILT DRAWINGS

Construction layout for horizontal and vertical control shall be performed by the CONTRACTOR. Horizontal and vertical control points are shown on the Construction Plans. CONTRACTOR shall keep one record copy of all specifications, prints, drawings, addenda, modifications and shop drawings at the site in order, and annotated to show all changes made during the construction process. CONTRACTOR shall provide ENGINEER and CITY one (1) digital file in AutoCAD format of the As-Built drawings for the entire project as well as six sets of prints signed and sealed by a licensed surveyor. The ENGINEER will provide a CADD drawing in AutoCAD as a basis for the record drawings. The As-Built drawings are to be delivered by the CONTRACTOR to the ENGINEER within seven (7) days of *Substantial* Completion. This is critical for the certification of the facilities to the CITY and various regulatory agencies. Final payment will not be made until As-Built drawings are received and approved by the CITY. For the purpose of this specification, the measurement unit is LUMP SUM and payment for this item will be based on the percentage of project completion. The item will be paid as LUMP SUM under the bid item Mobilization.

13. PRE-CONSTRUCTION VIDEO - The CONTRACTOR is required to videotape the project area prior to construction commencement. CONTRACTOR shall provide a copy of the videotape/DVD of the Project site to ENGINEER for approval once complete and prior to issuance of Notice to Proceed. The item will be paid as LUMP SUM under the bid item Mobilization.

14. EXISTING UTILITY POTHOLE LOCATES WITH SURVEY - The CONTRACTOR shall be required to coordinate all work, when necessary, with the various utility companies in order that utility service may be maintained. The CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The ENGINEER has reflected on the plans those utilities he is aware of; the locations shown are approximate only. Any work involving conflict with utility companies shall be coordinated promptly without any delay to the project. The CONTRACTOR shall perform Utility Pothole Locates with Survey at the locations shown on the plans. Payment for this work shall be included in the relative bid item necessitating this verification.

15. MAINTENANCE OF TRAFFIC / PARKING / DETOURS - The CONTRACTOR shall submit Maintenance of Traffic (MOT) Plan for the project, in accordance with FDOT and City of PSL requirements, for approval by the ENGINEER and prior to issuance of Notice to Proceed. The MOT Plan shall address the CONTRACTOR's material laydown, storage areas, and workmen parking

areas, in addition to public roadway temporary traffic MOT patterns. Once ENGINEER's comments are addressed, the ENGINEER will forward the MOT Plan to the CITY for approval. Payment for this work shall include all related items in the LUMP SUM cost for **Maintenance of Traffic / Parking / Detours**.

16. EROSION & SEDIMENT CONTROL - Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthworks shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

Such methods as may be necessary shall be utilized on areas to effectively prevent erosion and control sedimentation.

The CONTRACTOR shall employ adequate silt containment measures and/or procedures during construction activities to control turbidity within the limits required by local, state and/or federal law and/or permit requirements.

Separate pay items for some Temporary Erosion control items may be included in this Contract. The quantities to be paid under these items will be for the contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contract, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

The ENGINEER'S (SWPPP) is an example of items that may be needed to prevent erosion. The CONTRACTOR is responsible for enhancing these items as needed to comply with the NPDES and State Water Quality Guidelines. Any enhancements are considered incidental to the cost of Erosion / Sediment Control. The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. (The CONTRACTOR shall further; provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. CONTRACTOR shall construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the ENGINEER). The CONTRACTOR shall use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, staked turbidity barrier and silt fence. 50% of the cost of this item is to be paid at installation, with 40% to be paid in equal monthly payments spread out over the remaining contract time, beginning in the 2nd month, and a final 10% paid at substantial completion.

Temporary Silt Fence: The CONTRACTOR shall furnish, install, maintain, and remove temporary silt fences in accordance with the manufacturer's directions, these Specifications, the details as shown on the plans. The item will be paid as Linear Foot under the bid item **Silt Fence** based on silt fence installed during the construction period.

Turbidity Barrier: The CONTRACTOR shall install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities, which may cause turbidity to occur in the waters of the State. Barriers should be placed prior to the commencement of any work that could affect the area of concern. Barriers shall be constructed and

installed in accordance with the details shown in the plans, or as approved by the ENGINEER. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize discharge of turbid waters from the construction site. The ENGINEER may approve alternate methods or materials. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters. The item will be paid as LUMP SUM under the bid **Turbidity Barrier / NPDES Compliance (Erosion Control)** based on barriers installed during the construction period.

Stabilized Construction Access/Roadway Sweeping: The CONTRACTOR shall be responsible for the control of dust and erosion created by vehicle and construction traffic entering or exiting the various construction areas as required by the CONTRACTOR's NPDES permit. Existing driveways and points of access may be utilized and modified for this use. The work area shall be stabilized to reduce the tracking of mud and dirt onto the public right of way; and additional sweeping will be required on a daily basis. This item will be included and paid for as LUMP SUM under the bid item **Soil Tracking Prevention Device**.

Turbidity Monitoring: After all rain events, CONTRACTOR shall test the outfalls of the improvement area for turbidity. The Contract stipulates that the CONTRACTOR is responsible to make certain that during construction activities turbidity shall not exceed 29 NTU's above background for discharge into surface waters or 0 NTU's above background for discharge into Outstanding Florida Waters. CONTRACTOR shall determine background for turbidity monitoring upstream of the improvements. The cost of this item is incidental to the project work and should be included in the line item for **Turbidity Barrier / NPDES Compliance (Erosion Control)**.

The CONTRACTOR shall, as "operator of the facility" obtain an NPDES permit through the Florida Department of Environmental Protection for the Project. The ENGINEER'S erosion control plan is an example of items that may be needed to prevent erosion. The CONTRACTOR is responsible for enhancing these items as needed to comply with the NPDES and State Water Quality Guidelines. Any enhancements are considered incidental to the cost of Erosion / Sediment Control. The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. (The CONTRACTOR shall further; provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. CONTRACTOR shall Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the ENGINEER). The CONTRACTOR shall use temporary erosion and water pollution control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, temporary pipe plugs, staked turbidity barrier and silt fence.

All required NPDES monitoring and inspection requirements shall be considered incidental to the LUMP SUM cost of the pay item for **Turbidity Barrier / NPDES Compliance (Erosion Control)**.

17. CLEARING AND GRUBBING / DEMOLITION / DISPOSE OF DEBRIS - This item includes the clearing, grubbing, removal, demolition and disposal of all trees, bushes, shrubs, grass, structures/valves, piping, and other vegetation/debris which is located within the limits of construction for the entire project including, but not limited to, the existing lateral ditches, proposed detention pond areas, and off-site construction areas unless otherwise specifically noted on the plans. This item also includes the leveling of the work area as depicted in the construction plans. This item shall include all costs associated with the proper removal and disposal of each item,

including sanitary landfill fees. All work shall be performed in accordance with the appropriate governing jurisdictional requirements for material handling and disposal.

The construction site shall be cleared, grubbed, and leveled as required to complete all work described on the plans and all areas upon which utility piping, structures, concrete slabs, foundations or pavement is to be placed shall be cleared and grubbed. The CONTRACTOR is expected to visit the site of the work and determine for himself the extent of clearing and grubbing necessary for his construction operations. This item will provide proper tree protection to include fencing, root pruning, water, root barrier and tree pruning.

Clearing and grubbing shall be as defined under Section 110 of the FDOT Standard Specifications. Standard Clearing and Grubbing shall be done in accordance with Sub-Sections 110-2 and 110-4 of the FDOT Standard Specifications. Debris resulting from clearing, or clearing and grubbing, operations shall be removed from the site and disposed of in an approved manner. Grubbing includes stripping or otherwise removing any soils that are not suitable for berm construction, as well as demucking of existing ditches and/or work areas.

Wastes shall be picked up and placed in containers that are emptied on a regular schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. On completion, the areas shall be left clean and natural looking. All sights of temporary construction and activities incidental to the construction of the required permanent work in place shall be obliterated. CONTRACTOR shall transport all waste off CITY property and dispose of it in a manner that complies with federal, state and local requirements.

When other clearing and grubbing or demolition items are needed, but no provision has been made for separate items in this Contact, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

There will be no additional compensation beyond the bid price of the Clearing and Grubbing pay item. The item will be paid per ACRE under the bid item **Clearing & Grubbing / Demolition / Dispose of Debris**.

18. EXOTIC VEGETATION REMOVAL

- CONTRACTOR shall remove all woody exotic vegetation, mostly Brazilian pepper and Peruvian primrose willow, within the project limits during the clearing and grubbing phase, if required. CONTRACTOR to up-root exotic vegetation and dispose off-site. The Contract Price for this work will be included and paid per ACRE under the bid item **Clearing & Grubbing / Demolition / Dispose of Debris**.

19. DEWATERING

Dewatering for Construction Operations consists of all materials, equipment and labor to perform the work described in the plans. The removal and disposal of any existing structures or portions of structures not covered by other items in the contract, including foundations, abutments, piers, wings, obstructions, etc., found necessary to clear the site for the proposed work which are not otherwise covered under other bid items; (4) backfilling, disposing of surplus material and final cleaning, as may be necessary for the proper execution of the work.

The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters that may accumulate in the excavation. If subsurface water is encountered, the CONTRACTOR shall

utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A well point SQUARE YARD (SY)stem or other ENGINEER approved dewatering method shall be utilized, if necessary, to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

Dewatering by trench pumping will not be permitted if migration of fine-grained natural material from bottom, sidewalls or bedding material will occur. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the ENGINEER's written approval of wet trench construction procedure before commencing construction. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels.

Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits. CONTRACTOR is responsible for acquiring all permits required to dewater and to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR's plan for trench disposal is approved in writing by the ENGINEER. The CONTRACTOR's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers.

It should be anticipated that the water table may need to be drawn down during excavation & filling. Therefore, the CONTRACTOR may be required to dewater in order to **maintain the water level at or below the required minimum of two (2) feet below the minimum elevation at which work will occur**. This dewatering shall be continuous until construction in the subject area is complete.

At the Pre-Construction meeting, the CONTRACTOR shall submit a sketch or detailed written description of the proposed dewatering SQUARE YARD (SY)stem to the CITY/ENGINEER.

The basis of payment for **Dewatering** and associated activities shall be included in all bid items affected and is incidental to the bid item.

20. SITE ACCESS RESTORATION - The CONTRACTOR shall be responsible for the repair and restoration of any and all areas that are damaged as a result of construction activities/landscaping installation. This shall include, but is not limited to, repair of grading, sodding, mulching, improved soil, utilities, irrigation, drainage, pavement, curbing, etc. The quantities to be paid under this paragraph shall include all materials, labor, and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY. This item is considered incidental to the work.

21. EXCAVATION & EMBANKMENT – Earthwork cut and fill consists of all materials, equipment and labor to perform excavation and embankment as defined in Section 120 of the FDOT Standard Specifications. In addition, the work covered under this specification consists of excavating, removing, regrading and satisfactorily disposing of all materials of whatever nature, within the limits of construction. Included in this specification is all excavation and finishing necessary for the construction, preparation and completion of all sub-bases, shoulders, ditches, slopes and intersections, all in accordance with the required alignment, grade and cross sections shown on the drawings or as directed by the ENGINEER.

The CONTRACTOR shall perform all excavation and embankment necessary to accomplish the construction indicated on the plans. The CONTRACTOR shall do all shoring necessary to perform and protect the excavation and, as necessary, for the safety of the workers and any existing facilities. Wherever excavations are made below the grades indicated on the plans, suitable material shall be used to restore the area to the proper grade and shall be compacted in accordance with these specifications. All excavation and embankment work shall conform to the Trench Safety Act Chapter 90-96 Laws of Florida. Trench safety shall be included in the overall bid incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters that may accumulate in the excavated areas. If subsurface water is encountered, the CONTRACTOR shall utilize approved means to adequately dewater the excavation so that it will be dry for working and pipe laying. A well point system or other approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

All existing improvements such as pavements, conduits, poles, pipes and other structures shall be carefully supported and fully protected from injury and, in case of damage; they shall be restored without compensation. Existing utilities and other underground obstructions are shown on the plans but the accuracy of the locations and depths is not guaranteed. The CONTRACTOR shall be responsible for damages to these existing utilities and restore them to their original condition in case they are damaged.

Unless specifically authorized by the ENGINEER, all pipe shall be laid in the dry, and the CONTRACTOR shall do such pumping as is required for proper execution of the work. The CONTRACTOR shall dispose of the water without damage or undue inconvenience of the work, the surrounding area, or the public. The CONTRACTOR shall not dam, divert or cause water to flow in excess in existing gutters, swales, pavements or other structures, and to this end may be required to transport or pipe the water to a suitable place of discharge. Well point systems or other approved equipment shall be used to maintain excavations in a dry condition for pipe laying.

Where muck, rock, clay or other material within the limits of construction is, in the opinion of the ENGINEER, unsuitable in its original position, the CONTRACTOR shall excavate such material and backfill the excavated area with suitable material, which shall be compacted and shaped to conform to the required section.

It is the intent of this specification that all pipe and other structures shall be provided with a stable foundation and that any material, due to kind or condition, is not or cannot be made stable by drainage or compaction shall be removed or replaced. Any material encountered at the elevation shown on the drawings or specified for pipe that will not or cannot be improved to provide a stable foundation for the pipe shall be removed and replaced. All unstable material below the grade line of the pipe shall be removed for the full width of the trench and replaced with suitable select material, compacted as specified elsewhere in these specifications. For the purpose of this specification, muck, peat and other highly organic soils shall be considered unsuitable materials. In addition, any soil that is or might become wet to such a degree that its moisture content is equal to or greater than 90 percent of its liquid limit will have to be specifically approved by the ENGINEER with regard to stability, or it shall be considered unsuitable and required to be removed and replaced.

All backfill material shall be clean and free of lumber, trash or other debris and shall be thoroughly compacted in layers not to exceed six (6) inches and brought to an elevation above the finished grade sufficient to allow for settlement. Prior to placing backfill, the areas around structures upon which the backfill is to be placed shall be cleaned of all trash and debris of any nature. Any sheeting and bracing allowed to be left in place shall be cut off a minimum of 2.5 ft. below finished grade.

Finishing shall consist of the preparation, trimming and shaping to the lines and grades shown on the drawings, and all areas outside the paved areas in such a manner to receive grassing, sod or planting without additional work.

Areas to be compacted shall be moistened or dried, as needed to satisfy moisture content requirements, and compacted by either rolling, tamping or any other method approved by the ENGINEER in order to obtain the desired density. The CONTRACTOR shall inspect all compacted areas prior to further construction operations to ensure that satisfactory compaction has been obtained.

All embankments, including backfill and embankment adjacent to structures, shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180. If in the ENGINEER's opinion additional density tests are required, such tests shall be made as directed by the ENGINEER at the expense of the CITY. The CONTRACTOR shall instruct the testing laboratory to forward copies of all test reports to the ENGINEER.

The CONTRACTOR shall complete an initial topographical survey of the affected areas prior to construction. The CONTRACTOR shall complete a topographical survey after completion of finish grading. The difference between the initial survey and the final survey will be the quantities paid for the bid items.

The method of measurement shall be final grade and the quantity to be paid per completed CUBIC YARD (CY).

22. TYPE B STABILIZATION - The stabilization of roadway subgrade shall be in accordance with Section 160 of the FDOT Standard Specifications. All stabilization must provide a minimum LBR of 40 following installation. No tolerance is acceptable for this contract.

Payment for this item is included under the TYPE B STABILIZATION item per SQUARE YARD (SY).

23. OPTIONAL BASE GROUP 1; OPTIONAL BASE GROUP 9 - The Base Courses specified for this project shall be in accordance with Section 285 of the FDOT Standard Specifications. The Pay Area for all Base Material shall be equal to the designed surface area.

Payment for this item is included under the respective OPTIONAL BASE GROUP items per SQUARE YARD (SY).

24. SUPERPAVE ASPHALTIC CONCRETE, TYPE SP-12.5 TRAFFIC C - The Superpave Asphalt specified for this project shall be in accordance with Section 334 of the FDOT Standard Specifications. The Pay Area for all Asphalt shall be equal to the designed surface area.

Payment for this item is included under the SUPERPAVE ASPHALTIC CONCRETE, TYPE SP-12.5 TRAFFIC C item per TON.

25. CULVERTS - The work specified under this paragraph shall be in accordance with Section 430 of the FDOT Standard Specifications.

Payment for this item will be based on each LINEAR FOOT (LF) of each sized CULVERT installed.

26. MITERED END SECTION - Construct in accordance with the Plans and Standard Plans, Indexes 430-021, 430-022 and 430-030.

Payment for this item will be EACH MITERED END SECTION installed.

27. RUBBLE RIP RAP - The work specified under this paragraph shall be in accordance with Section 530 of the FDOT Standard Specifications and project plans. Price will include Rubble and bedding stone materials, filter fabric, hauling, excavation, grading and backfill and will be paid per ton of Rip Rap material.

Payment for this item will be per TON of RUBBLE RIP RAP installed.

28. CONCRETE TRAIL (4" THICK) - The work specified under this paragraph shall be in accordance with Section 522 of the FDOT Standard Specifications and FDOT Standard Plans Indexes 522-001 and 522-002.

Payment for this item will be based on SQUARE YARD (SY) of CONCRETE TRAIL (4" THICK) installed.

29. DETECTABLE WARNINGS (ADA MATS) - The work specified under this paragraph shall be in accordance with Section 527 of the FDOT Standard Specifications and FDOT Standard Plans Index 522-002. The color shall be high-visibility yellow.

Payment of this item will be based on the SQUARE FEET (SF) of detectable warnings installed.

30. PERFORMANCE TURF, SOD - All sodding work on this project shall be provided in accordance with Section 575 of the FDOT Standard Specification unless otherwise specified in the Plans, all sodding shall consist of Bahia grass sodding as per the Contract Plans. The CONTRACTOR is solely responsible for final acceptability of all sodded areas. All associated costs are included in the unit price of the sod. For issues not discussed in these specifications the CONTRACTOR shall refer to Sections 575, 981, 982 and 983 of the FDOT Standard specification for Road and Bridge Construction.

The quantities to be paid under this paragraph shall include all materials, labor, and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY. For the purposes of this specification, additional items for fertilizer, watering, and mowing shall be considered incidental to the provisions of the sodding.

Type: Sod shall be locally grown unless otherwise specified to conform to surrounding existing turf and shall be; healthy, with well-matted roots, be free of weeds and be supplier certified to be free of Tropical Soda Apple (solanum viarum). The CONTRACTOR will replace turf with the same type Sod removed from any areas or as specified in the plans. If no sod is specified or existing, then Bahia Type sod should be used.

Dimensions: Sod pieces shall be 1 ft x 2 ft and a minimum of 1 ¼ inches thick. ¾ inch of the sod thickness shall be roots and topsoil.

Placement:

a) Sod shall be laid with the long side parallel to contours (perpendicular to the slope with the ends of the pieces butted together. Placement of sod shall proceed in this manner up the slope and end butts shall be staggered with adjoining rows.
b) The combined number of overlaps and one (1) inch or greater gaps between pieces shall not exceed five per 100 square feet.
c) The combined number of two (2) inches or greater overlaps and two (2) inches or greater gaps between pieces shall not exceed one per 100 square feet.
d) For final acceptance, no more than 10% of the sodded area may consist of dead spots of greater than one-half (½) foot square and no more than 5% of the sodded area shall consist of dead spots of greater than one (1) foot square.

Watering: Sod shall be watered with ½ inch of water immediately upon placement. All sodded areas shall be maintained by watering (5 times per week minimum). The cost of this item shall be considered incidental to sod and plantings and is included in that line item.

Lime and Fertilizer: To assure rapid establishment of sod the CONTRACTOR is urged to apply fertilizer and lime as follows or as determined by soil testing. The fertilizer shall be applied in conformance with any COUNTY or CITY local fertilizer ordinances.
Fertilizer: 16-4-8 – 50% of Nitrogen to be slow release 265 lb/ac as placement; 135 lb/ac at 60 days after placement

Maintenance:

a) Mowing – Grass is to be mowed to 6-inch height for final acceptance. Mowing shall not remove any more than 1/3 of the grass leaves and be done with sharp blade mowers. Mowing shall not occur for three (3) weeks after planting.
b) Filling, leveling, repairing washouts or erosion – CONTRACTOR shall replace patches of dead sod and repair disturbed and damaged sod immediately upon being made aware of the condition.

Payment for this item shall be made under Item Performance Turf, Sod – per SQUARE YARD (SY).

31. SINGLE POST SIGN, FURNISH & INSTALL GROUND MOUNT, UP TO 12 SQUARE FEET (SF) - The work specified under this paragraph shall be in accordance with Section 700 of the FDOT Standard Specifications and FDOT Standard Plans Indexes 700-010 and 700-101.

Payment for this item will be based on EACH single post sign furnished & installed.

32. THERMOPLASTIC PAVEMENT MARKING AND PREFORMED PAVEMENT MARKING - The work specified under this paragraph shall be in accordance with Section 711 of the FDOT Standard Specifications and applicable FDOT Standard Plans Indexes detailing pavement marking standards. Raised reflective pavement markers are required to be installed with the pavement markings. The cost of raised reflective pavement markers in conjunction with pavement markings, final surface, shall be incidental to this item.

Payment for this item will be based on a LUMP Sum of thermoplastic and preformed pavement markings installed.

33. UTILITY TECHNICAL SPECIFICATIONS

WET-WELL CORE
Payment of the applicable unit price shall be full compensation for furnishing all materials, labor, equipment and constructing the wet-well core complete with core activity to achieve the correct invert elevation, PSX: Direct Drive elastomeric boot, interior and exterior wet-well wall restoration, all necessary testing and ground water pumping excavation and backfill thereof, together with the disposal of all excess materials, bracing, sheeting and dewatering, cleaning the site of the work location and protection of utilities and structures, and all other work required for the complete furnishing and installation. All work shall be in accordance with City of Port St. Lucie Specifications.

The basis of payment for **WET-WELL CORE** shall be LUMP SUM (LS).

4" GRAVITY SEWER
Payment of the applicable unit price shall be full compensation for furnishing all material, labor, and equipment and constructing the 4" Gravity Sewer complete with 4" SDR-26 green sewer pipe, stub out plug for pavilion connection, all necessary testing and ground water pumping excavation and backfill thereof, together with the disposal of all excess materials, bracing, sheeting and dewatering, cleaning the site of the work location and protection of utilities and structures, and all other work required for the complete furnishing and installation. All work shall be in accordance with City of Port St. Lucie Specifications.

The basis of payment for the **4" GRAVITY SEWER** shall be per LINEAR FEET (LF).

4" CLEANOUT
Payment of the applicable unit price shall be full compensation for furnishing all material, labor and equipment and constructing the 4" cleanout complete with wye branch, bend, green marker ball, SDR-26 riser pipe, screw cap, excavation and backfill thereof, together with the disposal of all excess materials, bracing, sheeting and dewatering, cleaning the site of the work location and protection of utilities and structures, and all other work required for the complete furnishing and installation. All work shall be in accordance with City of Port St. Lucie Specifications.

The basis of payment for the **4" CLEANOUT** shall be EACH (EA).

4" USF 7630 WITH CONCRETE COLLAR
Payment of the applicable unit price shall be full compensation for furnishing all materials, labor and equipment and constructing the 4" USF 7630 with concrete collar to finish grade complete with the U.S. Foundry 7630 ring and cover, wooden forms, rebar, concrete pad, excavation and backfill thereof, together with the disposal of all excess materials, bracing, sheeting and dewatering, cleaning the site of the work location and protection of utilities and structures, and all other work required for the complete furnishing and installation. All work shall be in accordance with City of Port St. Lucie Specifications.

The basis of payment for the **4" USF 7630 WITH CONCRETE COLLAR** shall be EACH.

2" COMMERCIAL WATER SERVICE (TO METER)
Payment of the applicable unit price shall be full compensation for furnishing all materials, labor, equipment and constructing the 2" commercial SDR-9 HDPE CTS water service from the existing water main to the proposed water meter assembly and making connection to existing water main shown on contract documents, including as specified herein and as directed by the Engineer with

oversight provided by the City of Port St. Lucie Representative, but limited to the SDR-9 HDPE CTS service pipe, tracer wire, wire connector, service saddle, nipple, 2" gate valve, valve box, bolts, nuts, valve box alignment device, cover, concrete pad/ pad reinforcement, colored reflector, locate wire box, medallion, valve nut extension, water works brass fittings, 2" Angle Valve with lock feature, Type K copper pipe, inserts, 3" casing pipe, all appurtenance, excavation and backfill thereof, together with the disposal of all excess materials, bracing, sheeting and dewatering, installation, water service tapping, water main compaction, hydrostatic testing, disinfection, maintaining uninterrupted flow of existing utilities, cleaning the site of the work location and protection of utilities and structures, and all other work required for the complete furnishing and installation. All work shall be in accordance with City of Port St. Lucie Specifications.

The basis of payment for **2" COMMERCIAL WATER SERVICE (TO METER)** shall be LUMP SUM (LS).

2" WATER SERVICE (BEYOND METER)
Payment of the applicable unit price shall be full compensation for furnishing all materials, labor, equipment and constructing the 2" SDR-9 HDPE CTS water service from the discharge of the proposed water meter assembly to each of the four service points shown on contract documents, including as specified herein and as directed by the Engineer with oversight provided by the City of Port St. Lucie Representative, but limited to the SDR-9 HDPE CTS service pipe, tracer wire, wire connector, inserts, 2" Curb Stop, 24" by 13" Meter Box, excavation and backfill thereof, together with the disposal of all excess materials, bracing, sheeting and dewatering, installation, water service tapping, compaction, hydrostatic testing, disinfection, maintaining uninterrupted flow of existing utilities, cleaning the site of the work location and protection of utilities and structures, and all other work required for the complete furnishing and installation. All work shall be in accordance with City of Port St. Lucie Specifications.

The basis of payment for **2" WATER SERVICE (BEYOND METER)** shall be per LINEAR FEET.

1" RESIDENTIAL WATER SERVICE RELOCATION
Payment of the applicable unit price shall be full compensation for furnishing all materials, labor, equipment and constructing a new 1" SDR-9 HDPE CTS water service from the existing water main to the existing water service on the southwest side of SE Cambridge Drive and making connections to as shown on contract documents, including as specified herein and as directed by the Engineer with oversight provided by the City of Port St. Lucie Representative, but limited to the1" SDR-9 HDPE CTS service pipe, tracer wire, wire connector, service saddle, corporation, 1" compression 90 degree bends, inserts, existing corporation abandonment (shutting off, plugging) existing trace wire disconnection with all appurtenances, excavation and backfill thereof, together with the disposal of all excess materials, bracing, sheeting and dewatering, installation, water service tapping, connection compaction, hydrostatic testing, disinfection, maintaining uninterrupted flow of existing utilities, cleaning the site of the work location and protection of utilities and structures, and all other work required for the complete furnishing and installation. All work shall be in accordance with City of Port St. Lucie Specifications.

The basis of payment for **1" RESIDENTIAL WATER SERVICE RELOCATION** shall be LUMP SUM.

SPECIAL CONDITIONS

1. **CITY FURNISHED ITEMS -** The CONTRACTOR shall bid all items for the project listed in the "Bid Form" based upon the material, labor, etc. necessary to complete each of the items.

2. **SURVEY CONTROL -** The benchmarks for survey control for the project have been indicated in the construction plans. The location of these control points may at times be located within the construction area. It is the responsibility of the CONTRACTOR to locate, preserve, or offset these points as required to maintain proper survey control for the project for the duration of the construction efforts. Control points shall be re-established upon completion of construction at the expense of the CONTRACTOR. All monuments (public or private) located within the construction area must be protected during the construction duration or reinstalled after completion.

3. **CONSTRUCTION ITEMS IN THE BID FORM** - Construction items in the Bid Form may be increased, decreased or deleted at the direction of the ENGINEER & CITY with no unit price adjustment.

4. **SEQUENCE OF CONSTRUCTION** - The construction sequence shall be established by the CONTRACTOR and forwarded to the CITY and ENGINEER for approval through the Project Schedule. The Schedule shall be prepared using a Critical Path Method or other approved project-scheduling tool.

5. **CONTRACT SUPERVISOR** - The Contract Supervisor for the CITY is Carrie Wilbur of the City of Port St. Lucie Parks and Recreation Department, (772) 344-4102.

6. **ENGINEER (DESIGN)** - The "Engineer of Record" is Joseph W. Capra, P.E., CAPTEC Engineering, Inc., (772) 692-4344, a Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as the Design Engineer.

7. **ENGINEER (CEI)** - The "CEI Engineer" is Gary LS Jones, P.E., CAPTEC Engineering, Inc., (772) 692-4344, a Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as the Construction Engineering Inspection (CEI) Engineer.

8. **PROJECT PROGRESS MEETINGS** - Project progress meetings will be held weekly or bi-weekly at the City Parks and Recreation Department, or other mutually convenient location as designated by the ENGINEER. Representatives of CITY, ENGINEER, CEI, and CONTRACTOR are required to attend. Other representatives, such as utility company personnel, may attend as necessary.

9. **PROTECTION OF GOPHER TORTOISES / INDIGO SNAKES -** Should the CONTRACTOR discover any tortoises / indigo snakes on the site, the CONTRACTOR shall notify the CITY and the CITY will take the measures necessary to relocate the tortoise(s) / indigo snake(s). No extras or additional payments will be made to the CONTRACTOR for the protection of Gopher Tortoises / Indigo Snakes. Prior to construction, the CITY will have all known gopher tortoises / indigo snakes relocated from the project site.

10. **CONSTRUCTION DEBRIS LOCATED WITHIN PROJECT LIMITS** - The CONTRACTOR is advised that any existing construction and demolition debris located within the project limits should be removed and the costs to be included in the lump sum price of clearing and grubbing. The material shall be disposed of in accordance with these specifications.

11. **RETESTS AND STANDBY TIME FOR SOILS TESTING COMPANY –** The costs for all retests and standby time for the testing companies will be paid by the CONTRACTOR.

12. **VIDEO TAPE/DVD -** The CONTRACTOR is required to videotape the project area prior to construction commencement. CONTRACTOR shall provide a copy of the videotape/DVD of the Project site to the ENGINEER for approval once complete and prior to issuance of Notice to Proceed. The cost of this shall be included in the Mobilization Lump Sum Bid Item.

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ATTACHMENT 1

Construction Plans and Specifications for
Wilderness Trail Multi-use Path
For
Parks and Recreation Department
City of Port St. Lucie, Florida

Prepared by CAPTEC Engineering, Inc.

Description	Pages / Sheets
Cover	Sheet 1
Overall Improvement Site Plan	Sheet 2
General Notes & Details	Sheet 3
General Notes	Sheet 4
Erosion Control Plan	Sheet 5
Horizontal Control - Overall	Sheet 6
Horizontal Control – (West/East)	Sheet 7 - 8
Trail Improvement Plans	Sheet 9 - 14
Trail Improvement Plan - Details	Sheet 15
Cross Sections	Sheet 16-18
Sections	Sheet 19
Details	Sheet 20
Utility Plan	Sheet 21
Utility Details	Sheet 22
Survey	S1 – S6
Landscape Architect	L1 - L12
Architecture + Design	A0.1 - P5.1

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ATTACHMENT 2

Wilderness Trail Multi-use Path

Wetland and Wildlife Assessment Report
Port St. Lucie, Florida
Dated January 2022

Hobe Sound Environmental Consultants, Inc.
(39 pages follow as separate attachments)

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ATTACHMENT 3

Wilderness Trail Multi-use Path

Gopher Tortoise Report
Port St. Lucie, Florida
October 18, 2023

Hobe Sound Environmental Consultants, Inc.
(15 pages follow as separate attachments)

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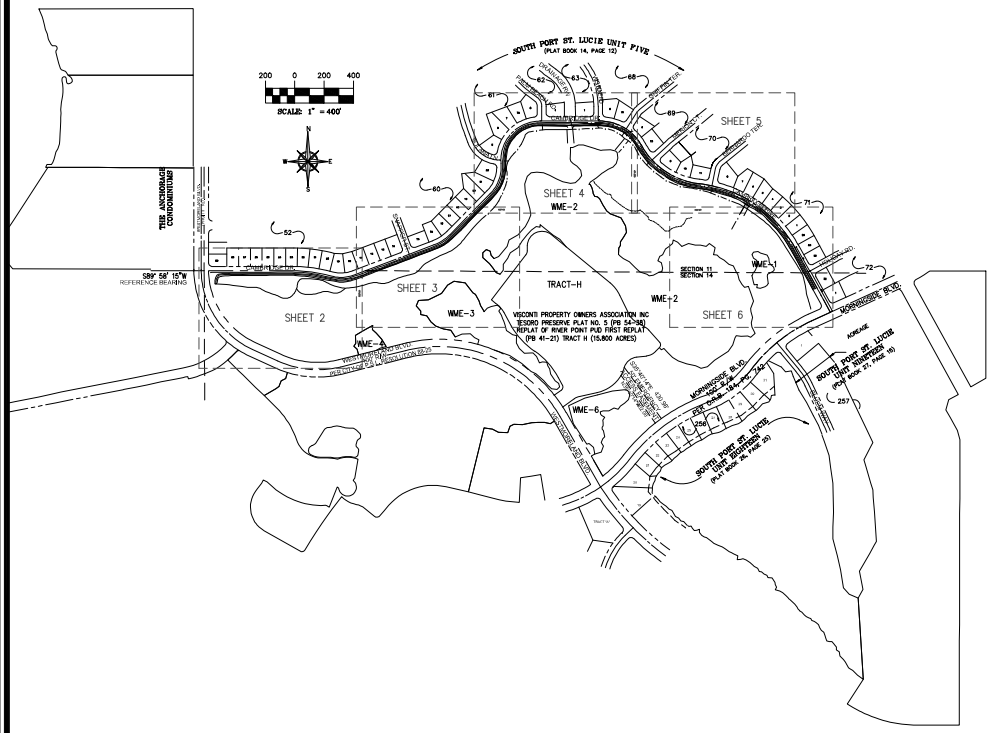
ATTACHMENT 4

Wilderness Trail Multi-use Path

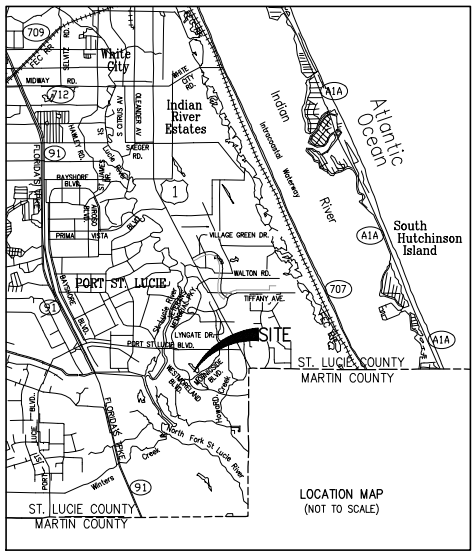
Subsurface Soil Exploration & Geotechnical Engineering Evaluation
October 11, 2023

Anderson Andre Consulting Engineers, Inc.
(40 pages follows as a separate attachment)

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KEY MAP
1" = 400'



LOCATION MAP
(NOT TO SCALE)

ABBREVIATIONS

BL	BETSY LINDSAY, INC.
C.C.R.	CERTIFIED CORNER RECORD
CM	CONCRETE MONUMENT
CONC.	CONCRETE
FND.	FOUND
H.W.F.	HOG WIRE FENCE
IR	IRON ROD
LB	LICENSED BUSINESS
NO.	NUMBER
PK	PARKER KALON NAIL
P	PROPERTY LINE
P.L.S.	PROFESSIONAL LAND SURVEYOR
PVC	POLY VINYL CHLORIDE
T.O.B.	TOP OF BANK
C.L.S.	CENTERLINE OF SWALE

SYMBOL LEGEND

× 15.2 FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)

LINE TYPE KEY

- TOP OF BANK
- CENTERLINE OF SWALE
- APPROXIMATE CENTERLINE OF PROPOSED PATH
- EDGE POINT OF PAVEMENT
- VEGETATION LINE
- RIGHT OF WAY

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTED (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°58'15"W ALONG THE RIGHT OF WAY LINE OF CAMBRIDGE DRIVE.
2. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D 88), REFERENCE ST. LUCIE COUNTY BENCHMARK "PSL 1055", ELEVATION = 12.84 FEET. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 FEET.
3. WELL-IDENTIFIED FEATURES IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED HORIZONTAL POSITIONAL ACCURACY OF 0.10 FEET.
4. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.
5. THE EXHIBIT DATA AS SHOWN HEREON WAS OVERLAID ONTO A DIGITAL FILE PROVIDED BY CAPTEC ENGINEERING, INC. FOR CITY OF PORT ST LUCIE PARKS AND RECREATION WILDERNESS TRAIL SITE PLAN, REFERENCE PROJECT NO. 1813.18, SHEET NO. 1 OF 1. PARCEL INFORMATION PER ST LUCIE COUNTY PROPERTY APPRAISER WEBSITE.
6. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 12111C, PANEL 0289, SUFFIX K, EFFECTIVE DATE 2/19/2020 AND REFERENCE FEMA MAP COMMUNITY NO. 12111C, PANEL 0293, SUFFIX K, EFFECTIVE DATE 2/19/2020 . NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
7. THIS IS NOT A BOUNDARY SURVEY.
8. LAST DATE OF FIELD DATA ACQUISITION WAS CARRIED OUT ON AUGUST 8, 2023.
9. APPROXIMATE CENTERLINE OF PATH AS FLAGGED IN THE FIELD BY CAPTEC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "TOPOGRAPHIC" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE FROM AUGUST 3, 2023 THROUGH AUGUST 8, 2023 AND SAID "TOPOGRAPHIC" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "TOPOGRAPHIC" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "TOPOGRAPHIC" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

ERNESTO J. GARCIA, P.L.S.
FLORIDA REGISTRATION NO. 3878

ERNESTO J. GARCIA CERTIFICATE NO. 3878 STATE OF FLORIDA REGISTERED LAND SURVEYOR

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ERNESTO J. GARCIA, P.L.S. 3878 ON AUGUST 18, 2023

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5793 (772)286-5903 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

DATE 08/18/2023
SCALE 1"=400'
FIELD BK. PSL 27 / 26
DRAWN BY JB
CHECKED BY EJG

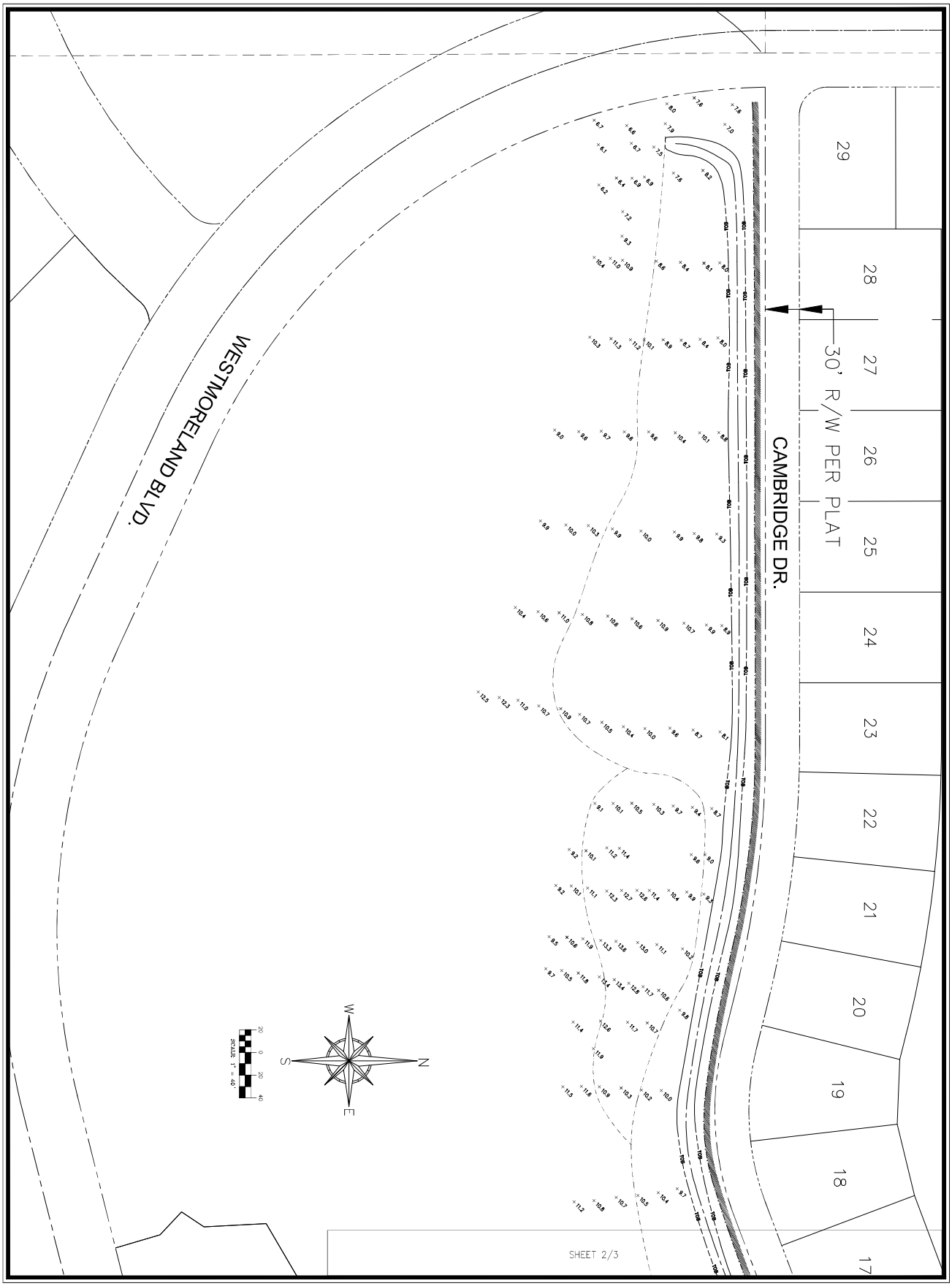
WILDERNESS TRAIL SITE PLAN – PHASE 1
ST LUCIE COUNTY, FLORIDA

TOPOGRSPHIC SURVEY
CITY OF PORT ST LUCIE PARKS AND RECREATION

SHEET NO. 1
OF 6 SHEETS
PROJECT NO. 21-57

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SHEET NO. 2 OF 6 SHEETS
PROJECT NO. 21-57

WILDERNESS TRAIL SITE PLAN – PHASE 1
ST LUCIE COUNTY, FLORIDA

SPECIFIC PURPOSE SURVEY
CITY OF PORT ST LUCIE PARKS AND RECREATION

DATE: 08/18/2023
SCALE: 1"=40'
FIELD BK: PSL 227 / 26
DRAWN BY: MB
CHECKED BY: E.J.G.

DATE | REVISIONS

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION CPSL WILDERNESS TRAIL PROJECT PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

AACE FILE NO. 22-229

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983
Ph: 772-807-9191 Fx: 772-807-9192
www.aaceinc.com

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION CPSL WILDERNESS TRAIL PROJECT PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

AACE FILE NO. 22-229

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- Appendix II — General Notes (Soil Boring, Sampling and Testing Methods)
- Appendix III — DRI Test Reports
- Appendix IV — AACE Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE File No. 22-229
October 11, 2023

CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, FL 34994

Attention: Mr. Craig Seger

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
CPSL WILDERNESS TRAIL PROJECT
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

1.0 INTRODUCTION

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

2.0 EXECUTIVE SUMMARY

The following summary is intended to provide a brief overview of our findings and recommendations; however, the report should be read in its entirety by the project design team members.

- The proposed restroom/pavilion building site was found to be underlain by soils which are generally satisfactory to support the structure on conventional spread foundations or monolithic (thickened-edge) concrete slabs. A maximum design foundation bearing pressure of 2,000 pounds per square foot (psf) is recommended for the proposed structure.

- Similarly, the encountered soil conditions are suitable to support the proposed concrete multi-use trail atop a compacted subgrade.

- Finally, the borings completed for the proposed pond boardwalk encountered soil conditions that are suitable for supporting boardwalk timber piles within the expected installation depths.

- Site preparation procedures will include clearing, stripping and grubbing of all surface vegetation and organic topsoil, followed by proofrolling of building and pavement/trail areas.

- The groundwater table was encountered at depths of about 1.0 to 5.0 feet below the existing grades.

3.0 SITE INFORMATION AND PROJECT UNDERSTANDING

3.1 Site Location and Description

The subject City-owned tract of land ("Wilderness Park", i.e. the site) is located at 2701 SE Westmoreland Boulevard in Port St. Lucie, St. Lucie County, Florida (Parcel ID 4411-701-0014-000-7, Sections 11 & 14, Township 37 South, Range 40 East). The location of the subject site is graphically depicted on the Site Vicinity Map (2022 aerial photograph) as well as on a reproduction of the USGS Topographic Quadrangle Map of "Indiantown NW, Florida", both presented on our Figure No. 1. The USGS Quadrangle Map depicts the subject property as being relatively level with an average surface elevation of about 15 feet relative to the National Geodetic Vertical Datum of 1929.

The ±56-acre site is part of a former golf course and includes a somewhat undulating terrain with large grassed areas, native trees, wetlands, and pond features. It is located within a predominantly residential area of Port St. Lucie and is bordered by Westmoreland Boulevard, Cambridge Drive and Morningside Boulevard.



Aerial view of site (source: cityofpsl.com)

3.2 Review of USDA Soil Survey

According to the USDA NRCS Web Soil Survey, the predominant surficial soil type located within the site boundaries is the *Waveland and Immokalee fine sands (USDA NRCS Map Unit 50)*. In brief, this composite soil type is noted by the USDA NRCS to consist of poorly drained sandy marine deposits originating from within flatwoods on historic marine terraces, with sands/fine sands and loamy sands present to depths in excess of 80 inches below grade.

The approximate location of the subject site was superimposed on an aerial photograph obtained from the USDA Web Soil Survey and is shown on Figure No. 1. Further, excerpts from the USDA Web Soil Survey summary report are included in Appendix I.

3.3 Project Understanding

Based on our review of the forwarded project-related information, we understand that the project consists of designing and permitting approximately 1.8 miles of 10-ft wide concrete-paved (potentially pervious concrete) multi-use trail. Additional main features include a restroom/pavilion, a timber boardwalk (±120LF), and various drainage culverts.

We have not been provided with any specific structural or architectural information for the proposed restroom/pavilion building, however, we expect that it will have maximum wall loads of 1-2 kips per lineal foot. The proposed pavilions are expected to be supported on concrete slab-on-grades.

4.0 FIELD EXPLORATION PROGRAM

To explore subsurface conditions at the site, the exploration program summarized in Table 1 below was completed:

Table 1 - Field Exploration Program

Field Work Type	Standard	# of Borings	Depth Below Grade [feet]	Location
Standard Penetration Test (SPT)	ASTM D1586	3	15-25	Refer to Figure No. 2
Auger	ASTM D1452	30	3-7	Refer to Figure No. 2
Double-Ring Infiltrometer Test	ASTM D3385	3	N/A	Refer to Figure No. 2

Note to Table 1: (1) SFWMD Environmental Resource Permit Information Manual (2020 edition)

Our site visits and field work were completed in the period September 29 - October 5, 2023. The field work locations shown on Figure No. 2 were determined in the field by our field crew using the provided site plan, aerial photographs, existing site features, and a hand-held GPS instrument. 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 15 feet of those shown on Figure No. 2.

Summaries of AACE's field procedures are presented in Appendix II and the individual boring profiles are presented on the attached on Sheets No. 1 - 3. Samples obtained during performance of the borings were visually classified in the field, and representative portions of the samples were transported to our laboratory in sealed sample jars for further classification. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you specifically request otherwise.

5.0 OBSERVED SUBSURFACE CONDITIONS

5.1 General Soil Conditions

Detailed subsurface conditions are illustrated on the soil boring profiles presented on the attached Sheets No. 1 - 3. 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.

In general, at the locations and depths explored, our soil borings encountered a thin mantle of topsoil (sands with roots/organics) followed by loose to medium dense fine sands (SP) and occasionally slightly silty fine sands (SP-SM) reaching the termination depths of our borings.

The above soil profile is outlined in general terms only. Please refer to the attached Sheets No. 1 - 3 for individual soil profile details.

5.2 Measured Groundwater Levels

The groundwater table depth as encountered in the borings during the field investigations is shown adjacent to the soil profiles on the attached Sheets No. 1 - 3. As can be seen, the groundwater table was generally encountered at depths of about 1.0 to about 5.0 feet below the existing ground surface, with this range likely associated with similar topographic variations across the site. Fluctuations in groundwater levels should be anticipated throughout the year primarily due to seasonal variations in rainfall and other factors that may vary from the time the borings were conducted.

5.3 Double-Ring Infiltrometer Testing

Three (3) double-ring infiltrometer (DRI) tests were performed at the locations shown on Figure No. 2. These tests were completed in general accordance with the procedures recommended in ASTM D3385. The results of the DRI tests are presented in Table 2.

Table 2 - DRI Test Results

Test No.	Inner Ring Infiltration Rate, V_{IR} [in/hr]	Annular Space Infiltration Rate, V_A (in/hr]
DRI-1	2.3	3.0
DRI-2	3.2	3.5
DRI-3	1.9	2.4

The DRI test reports are included in Appendix III.

6.0 LABORATORY TESTING PROGRAM

Our drillers observed the soil recovered from the SPT sampler and the augers, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The recovered soil samples, along with the field boring logs, were transported to our Port St. Lucie soils laboratory where they were visually examined by AACE's project engineer to determine their engineering classification. The visual classification of the samples was performed in accordance with the Unified Soil Classification System, USCS.

Further, representative samples were selected for index laboratory testing, consisting of moisture content tests (ASTM D2216) and percent fines tests (ASTM D1140). These tests were performed to aid in classifying the soils and to help evaluate the general engineering characteristics of the site soils.

The results of our classifications and laboratory analyses are presented on the soil boring profiles presented on Sheets No. 1 - 3.

7.0 GEOTECHNICAL ENGINEERING EVALUATION

7.1 General

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 soils underlying this site are generally satisfactory to support the proposed lightly-loaded structure (restroom/pavilion building) on conventional spread foundations or monolithic (thickened-edge) concrete slabs. Similarly, the proposed multi-use trail and boardwalk can be supported on the encountered soils. However, in our opinion, the bearing capacity of the loose near-surface soils should be improved in order to reduce the risk of unsatisfactory foundation and pavement performance. The general soil improvement we recommend includes proofrolling the building site and trail alignment site with a heavy vibratory roller.

Following are specific recommendations for site preparation procedures, foundation design, and pavement systems for the project features.

7.2 Proposed Restroom/Pavilion and Multi-Use Trail

The site surface should be cleared, grubbed and stripped of all vegetation, topsoil, trash and debris. Stumps (if any) should be removed entirely and their excavations backfilled with clean granular soils placed in 6-12 inch lifts, and with each lift compacted to a dry density not less than 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material.

Following clearing, the proposed building and pavement/trail areas should be proofrolled with a 10 ton (minimum) vibratory roller; any soft, yielding soils detected should be excavated and replaced with clean, compacted backfill that conforms with the recommendations below. Sufficient passes should be made during the proofrolling operations to produce dry densities not less than 95 percent of the modified Proctor (ASTM D1557) maximum dry density of the compacted material to depths of 1 foot below the compacted surface, or 1 foot below the bottom of footings, whichever is lower. In any case, the building and pavement areas should receive not less than 10 overlapping passes, half of them in each of two perpendicular directions.

We recommend that the site preparation contractor closely monitor the vibrations produced during the proofrolling operations so that they do not adversely affect any nearby structures.

After the exposed surface has been proofrolled and tested to verify that the desired dry density has been obtained, the building and pavement/trail areas may be filled to the desired grades. All fill material should conform to the recommendations below. It should be placed in uniform layers not exceeding 12 inches in loose thickness. Each layer should be compacted to a dry density not less than 95 percent of its modified Proctor (ASTM D1557) maximum value.

After completion of the general site preparations discussed above, the bottom of foundation excavations dug through the compacted natural ground, fill or backfill, should be compacted so as to densify soils loosened during or after the excavation process, or washed or sloughed into the excavation prior to the placement of forms. A vibratory, walk-behind plate compactor can be used for this final densification immediately prior to the placement of reinforcing steel, with previously described density requirements to be maintained below the foundation level.

Following removal of foundation forms, backfill around foundations should be placed in lifts six inches or less in thickness, with each lift individually compacted with a plate tamper. The backfill should be compacted to a dry density of at least 95 percent of the modified Proctor (ASTM D1557) maximum dry density. Foundation forms are recommended due to the sandy nature of the encountered soils.

All fill material under the buildings and trail should consist of clean sands free of organics and other deleterious materials. The fill material should have not more than 12 percent by dry weight passing the U.S. No. 200 sieve, and no particle larger than 3 inches in diameter.

After the foundation soils have been prepared as recommended above, the site should be suitable for supporting the proposed restroom/pavilion construction on conventional shallow foundations (or monolithic, thickened-edge concrete slabs) proportioned for an allowable bearing stress of 2,000 pounds per square foot [psf], or less.

To provide an adequate factor of safety against a shearing failure in the subsoils, all continuous foundations (or thickened edges) should be at least 16 inches wide, and all individual column footings (if any) should have a minimum width of 24 inches. Exterior foundations should bear at least 16 inches below adjacent outside final grades.

Based upon the boring information and the assumed loading conditions, we estimate that the recommended allowable bearing stress will provide a minimum factor of safety in excess of two against bearing capacity failure. With the site prepared and the foundations designed and constructed as recommended, we anticipate total settlements of one inch or less, and differential settlement between adjacent similarly loaded footings of less than one-quarter of an inch. Because of the granular nature of the subsurface soils, the majority of the settlements should occur during construction; post-construction settlement should be minimal.

After the ground surface is proofrolled and filled, if necessary, as recommended in this report, the floor slab can be placed directly on the prepared subgrade. For design purposes, we recommend using a subgrade reaction modulus of 150 pounds per cubic inch (pci) for the compacted shallow sands. In our opinion, a highly porous base material is not necessary. We recommend to use a minimum of 10 mil polyolefin film as the main component of a vapor barrier system.

After clearing and proofrolling the site surface as previously recommended, the surficial soils should be suitable to support the proposed concrete-pavement walking trail pavement section. The subgrade material should be compacted to a dry density of 98 percent of the modified Proctor (ASTM D1557 or AASHTO T-180) maximum dry density of the compacted soil to a depth of two feet below the surface. The subgrade surface should be saturated immediately prior to concrete placement to provide adequate moisture for curing of the concrete.

We recommend a four-inch thick pavement section of Portland cement concrete. The concrete should have a minimum 28-day compressive strength of 4,000 psi. Construction control joints should be placed no more than 15 feet apart in either direction and should be at least one-quarter of the thickness of the concrete. They should be cut as soon as the concrete will support the crew and equipment (8 to 12 hours). The concrete should be cured by moist curing or by application of a liquid curing compound. The steel reinforcement within the concrete pavement should be designed by the project civil or structural engineer.

7.3 Proposed Pond Boardwalk

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 soils underlying this site are satisfactory to support the proposed pond boardwalk on timber piles. An embedment depth of 20 feet should be achieved, using the existing top-of-bank elevation as reference. It may be prudent to have the project surveyor provide an elevation of our borings TB-2 and TB-3 as well as the pond banks so that more precise elevations can be provided to the contractor.

Based on the results of the boring performed for the project, the following embedment depths and axial capacities (tons) can preliminarily be considered for the project (Table 3).

Table 3 - Allowable Timber Pile Axial Capacities

Pile Diameter (in)	Pile Embedment Depth (ft)	Compression Capacity (tons)	Tension Capacity (tons)
8	20 (minimum)	4	2

Note to Table 3: Pile Diameter should be measured 3 feet from the butt.

We remain available to perform pile capacity computations for additional combinations of pile diameters and lengths, as needed. We reiterate that the above capacities are based on the noted embedment depths. As such, the total pile length is equal to the embedment length plus the length needed to reach the elevation of the boardwalk superstructure. Further, all piles should be obtained in slightly longer lengths in case the piles need to be driven deeper than anticipated. The allowable pile capacities were estimated using a factor of safety of 3 to account for the inherent possibility of variations in the subsurface conditions within the construction area, and also considering that a pile load test is likely not planned for the project. Based on the allowable axial compression capacities, we estimate that settlement of individual timber piles will be 0.5 inches or less.

The lateral pile capacity for the piles will depend on the diameter and embedded length of the pile, the unsupported length of the pile, and the rigidity of the pile/superstructure connections. Preliminarily, we recommend limiting the lateral pile capacity to 1 kip per pile. We remain available for specific lateral pile capacity analysis once the lateral loads are known.

ASTM D25-12(2022) “Standard Specifications for Round Timber Piles” establishes standard pile sizes, minimum quality requirements, straightness criteria, and knot limitations. All piles should conform with the specifications described in ASTM D25-12(2022). Further, all piles should have a uniform taper throughout the length of the pile of no more than 1 inch in 10 feet. A straight line from the center of the butt to the center of the tip should lie entirely within the body of the pile.

The piles should be pressure treated with creosote or similar preservative materials conforming to American Wood Preservers Association Standard U1. Further, pile cut-offs at the end of installation should be treated in accordance with the American Wood Preservers Institute Standard M-4 to prevent organic degradation.

The piles should be installed a minimum of 5 pile diameters (center to center) from a previously installed pile. An average of butt and tip diameters may be used to determine this minimum distance between piles.

The piles may be installed using a pneumatic or vibratory hammer. Jetting to seat the piles is permissible to a maximum depth of 10 feet. The pile contractor should demonstrate experience and competence with installing timber piles and the construction techniques required. We recommend that a preconstruction meeting be conducted in order to review project specifications and the contractor’s proposed approach.

Any modification to the above recommended procedures should be reviewed by AACE. In order to verify compliance with recommendations and specifications, we recommend that AACE monitor the installation of all the timber piles used on the project.

8.0 QUALITY CONTROL PROGRAM

We recommend establishing a robust quality control program to verify that all site preparation and foundation and pavement construction is conducted in accordance with the appropriate plans and specifications. Materials testing and inspection services should be provided by Andersen Andre Consulting Engineers, Inc.

9.0 CLOSURE

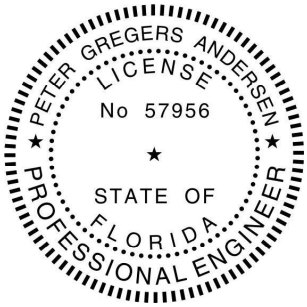
The geotechnical evaluation submitted herein is based on the data obtained from the soil boring and test profiles presented on Sheets No. 1 - 3, and our understanding of the project as previously described. Limitations and conditions to this report are presented in Appendix IV.

This report has been prepared in accordance with generally accepted soil and foundation engineering practices for the exclusive use of CAPTEC Engineering, Inc. and the City of Port St. Lucie. No other warranty, expressed or implied, is made.

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.

Sincerely,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Peter G. Andersen, P.E.
Principal Engineer
Fla. Reg. No. 57956

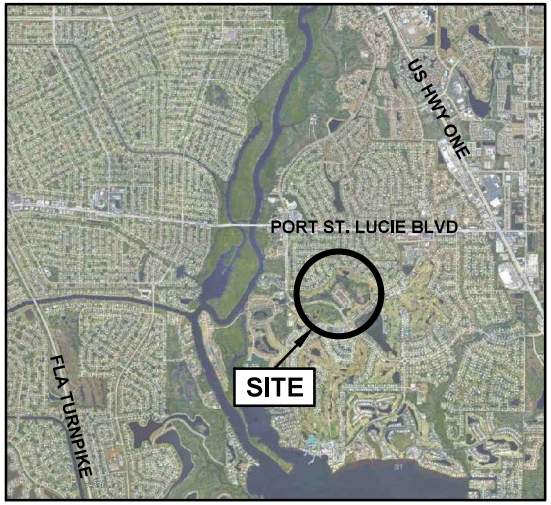


Digitally signed by Peter G. Andersen, P.E.
DN: cn=Peter G. Andersen, P.E., email=panderse n@aaceinc.com, c=US
Date: 2023.10.11 14:30:00 -04'00'

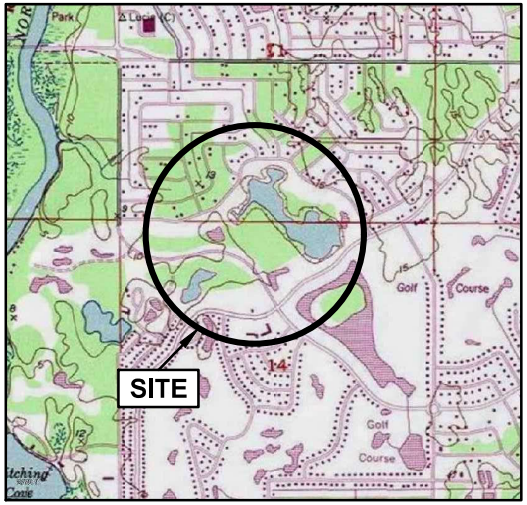
David P. Andre, P.E.
Principal Engineer
Fla. Reg. No. 53969

This report has been digitally signed by Peter G. Andersen, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

2022 AERIAL PHOTOGRAPH



USGS TOPOGRAPHIC QUADRANGLE MAP OF
"ANKONA, FL"



USDA SOIL SURVEY MAP



PUBLIC LAND SURVEY SYSTEM

Sections 11 & 14, Township 37 South, Range 40 East

ST. LUCIE COUNTY PROPERTY APPRAISER

Parcel ID 4411-701-0014-000-7 (+/- 56 acres)

USDA NRCS SOIL TYPES WITHIN SITE BOUNDARY

50: Waveland and Immokalee fine sands

NORTH

NOT TO SCALE

Graphical sources:
- Google Earth Pro
- QUADS/Earth Survey
- USDA NRCS Web Soil Survey

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE VICINITY MAPS

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
CPSL WILDERNESS TRAIL PROJECT
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: October 2023
Checked by: DPA	Date: October 2023
AACE File No: 22-229	**Figure No. 1**



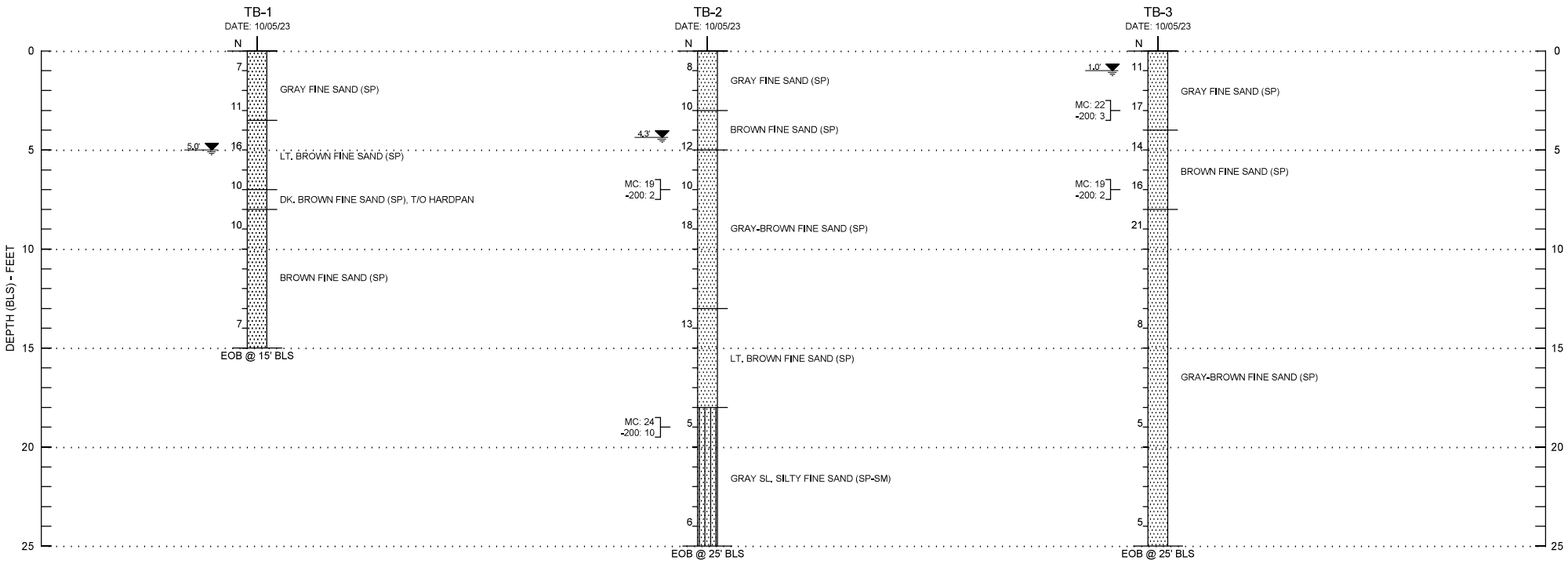
Source: Excerpt from Conceptual Site Plan (by Mike Flaugh Landscape Architect)

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FIELD WORK LOCATION PLAN

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
CPSL WILDERNESS TRAIL PROJECT
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: October 2023
Checked by: DPA	Date: October 2023
AACE File No: 22-229	**Figure No. 2**



SOIL GRAPHICAL LEGEND:

FINE SAND (SP)

SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-6" of topsoil (sands with roots/organics) encountered in most borings (not shown on boring profiles)

DRILLING NOTES:

TB-#	STANDARD PENETRATION TEST [SPT] BORING (ASTM D1586)
N	SPT RESISTANCE IN BLOWS PER FOOT
HAB	HAND AUGER BORING (ASTM D1452)
XX▼	GROUNDWATER TABLE (FT-BLS) AT TIME OF DRILLING
EOB	END OF BORING
BLS	BELOW LAND SURFACE
SP, SP-SM	UNIFIED SOIL CLASSIFICATION SYSTEM [USCS] USCS GROUPS DETERMINED BY VISUAL CLASSIFICATION EXCEPT FOR NOTED LABORATORY TESTS
MC	NATURAL MOISTURE CONTENT IN PERCENT (ASTM D2216)
-200	PERCENT FINES PASSING THE NO. 200 SIEVE (ASTM D1140)

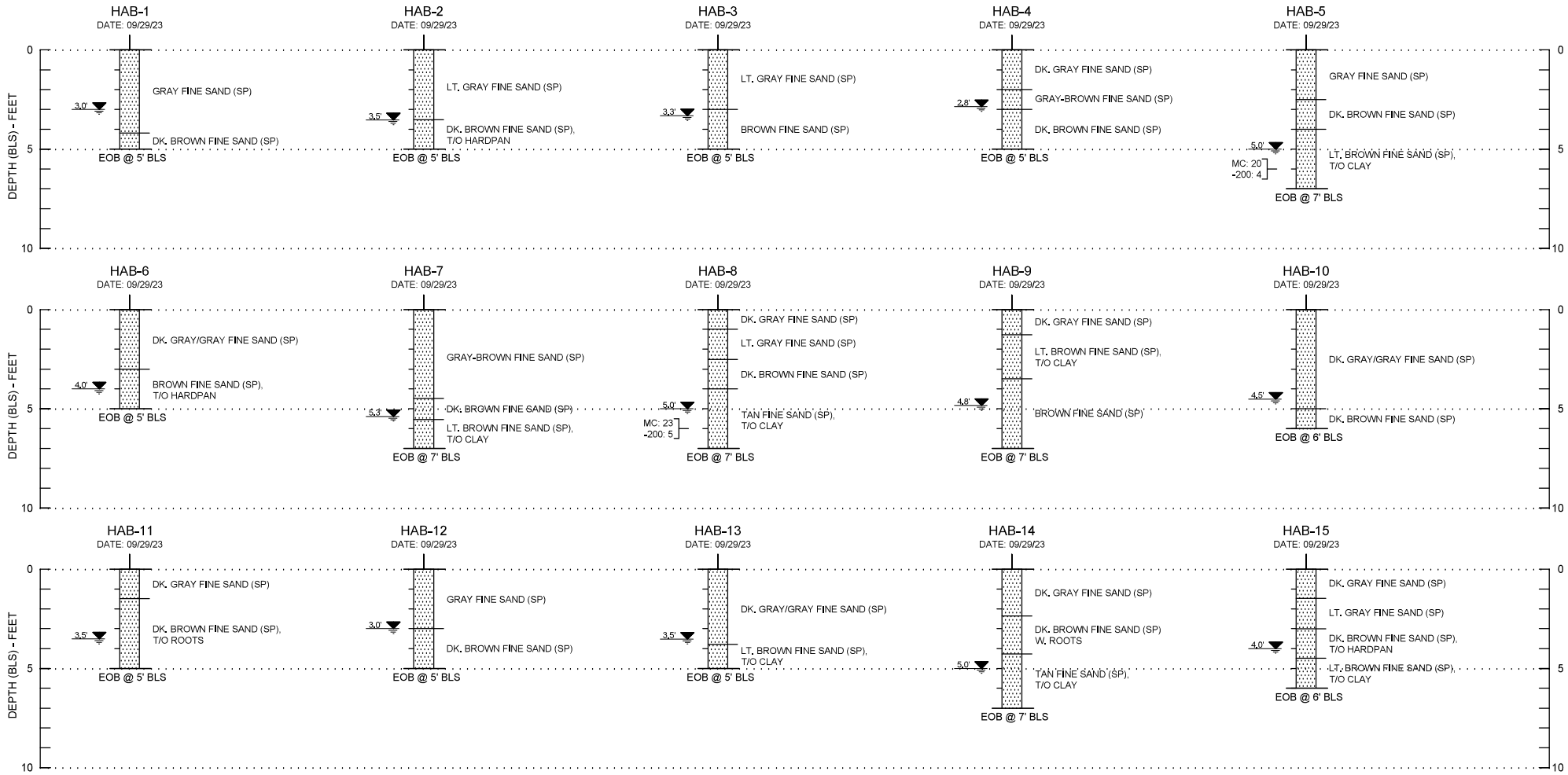
DRILL CREW CHIEF: DT
DRILL RIG: CME-45
DRILLING METHOD: ROTARY-WASH/BENTONITE SLURRY
SPLIT-SPOON SAMPLER:
INSIDE DIAMETER: 1.375"
OUTSIDE DIAMETER: 2.0"
LENGTH: 24"
SPT HAMMER:
AVERAGE DROP: 30"
WEIGHT: 140 LBS
TYPE: SAFETY/MANUAL

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
CPSL WILDERNESS TRAIL PROJECT
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: October 2023
Checked by: DPA	Date: October 2023
AACE File No: 22-229	**Sheet No. 1**



SOIL GRAPHICAL LEGEND:

FINE SAND (SP)

SLIGHTLY SILTY FINE SAND (SP-SM)

NOTE: 3"-6" of topsoil (sands with roots/organics) encountered in most borings (not shown on boring profiles)

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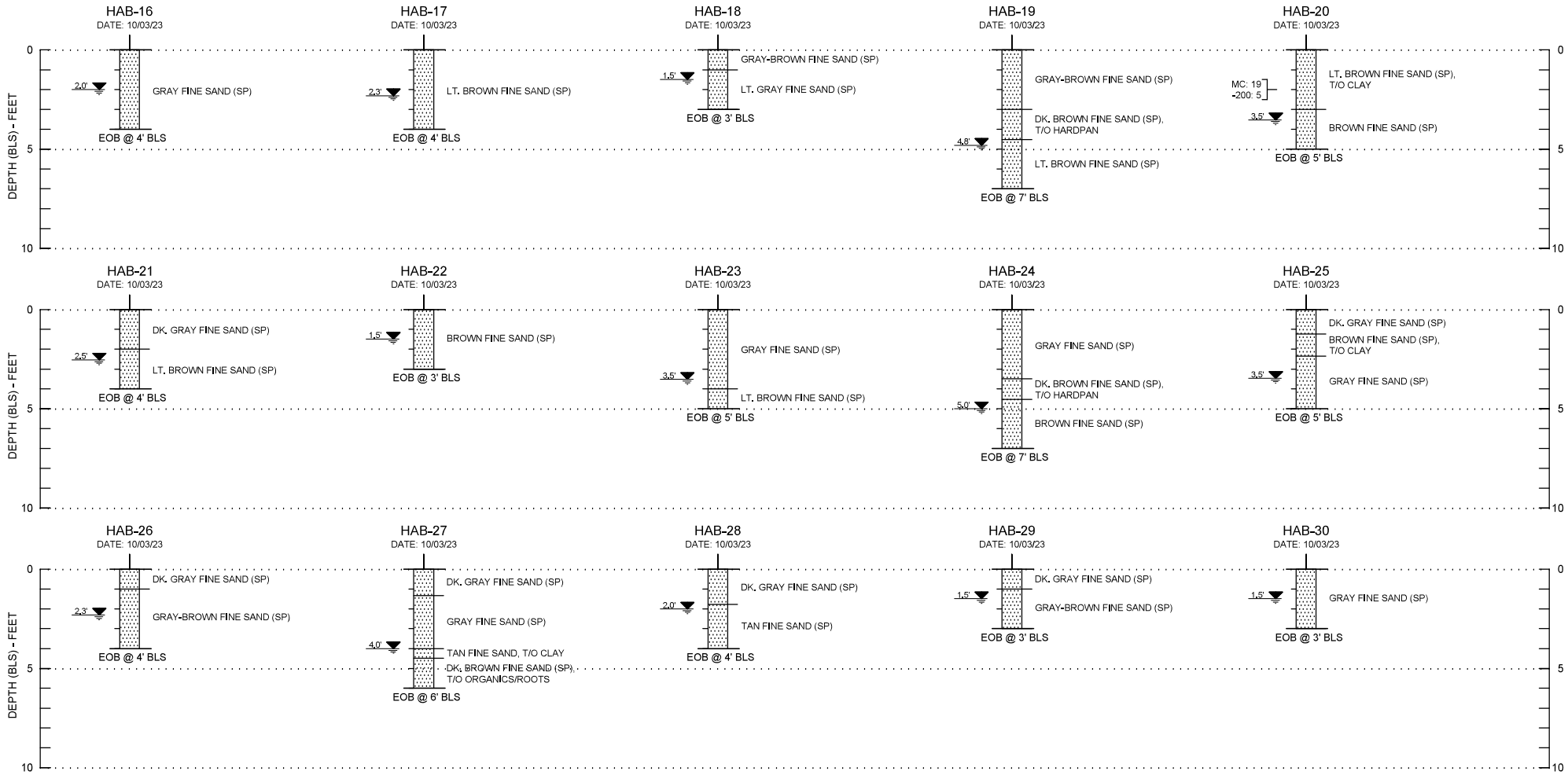
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CPSL WILDERNESS TRAIL PROJECT
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: October 2023
Checked by: DPA	Date: October 2023
AACE File No: 22-229	Sheet No. 2



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SOIL BORING PROFILES

SUBSURFACE SOIL EXPLORATION AND GEOTECHNICAL ENGINEERING EVALUATION
CPSL WILDERNESS TRAIL PROJECT
PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

Drawn by: PGA	Date: October 2023
Checked by: DPA	Date: October 2023
AACE File No: 22-229	**Sheet No. 3**

APPENDIX I

USDA Soil Survey Information

United States Department of Agriculture

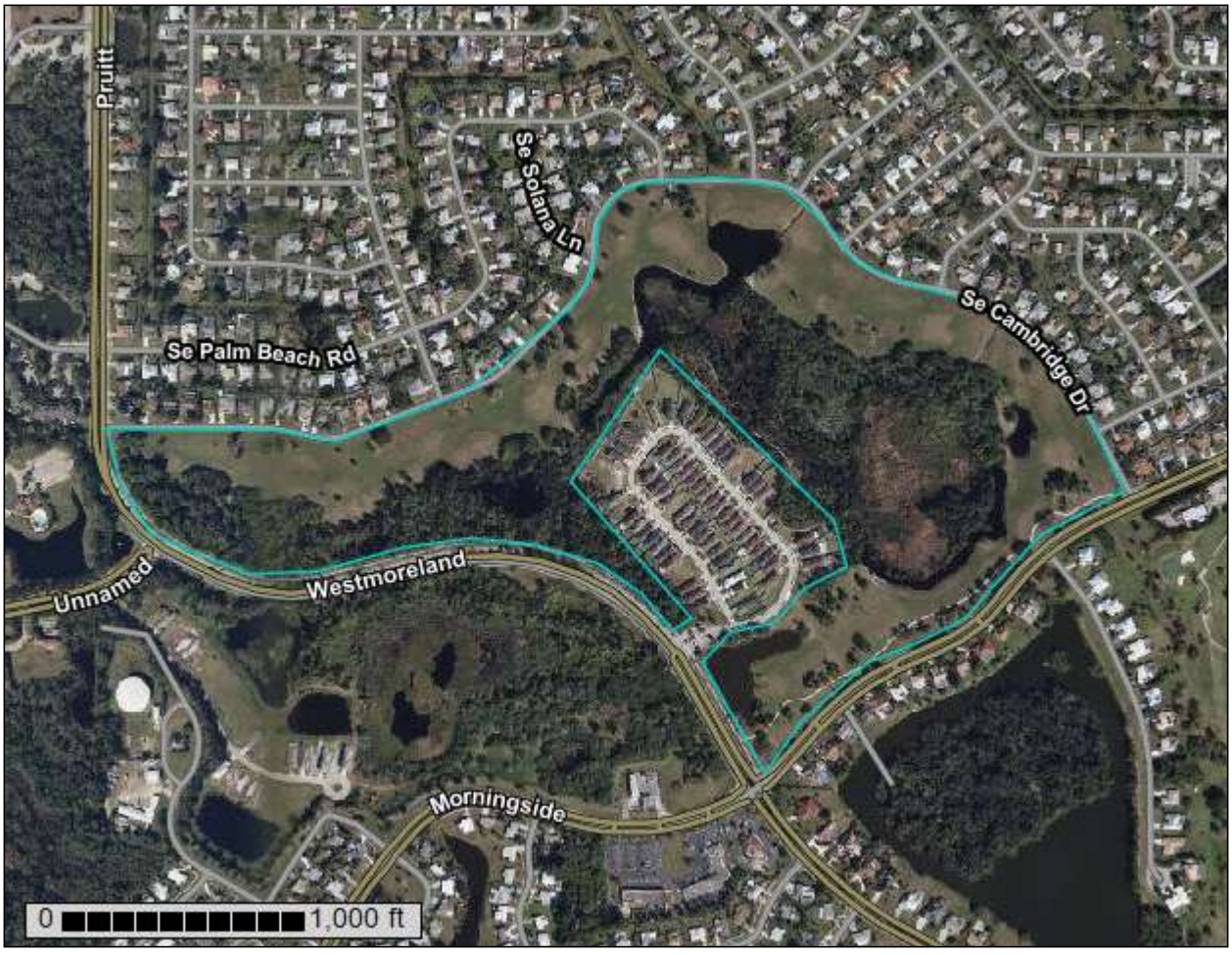
NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

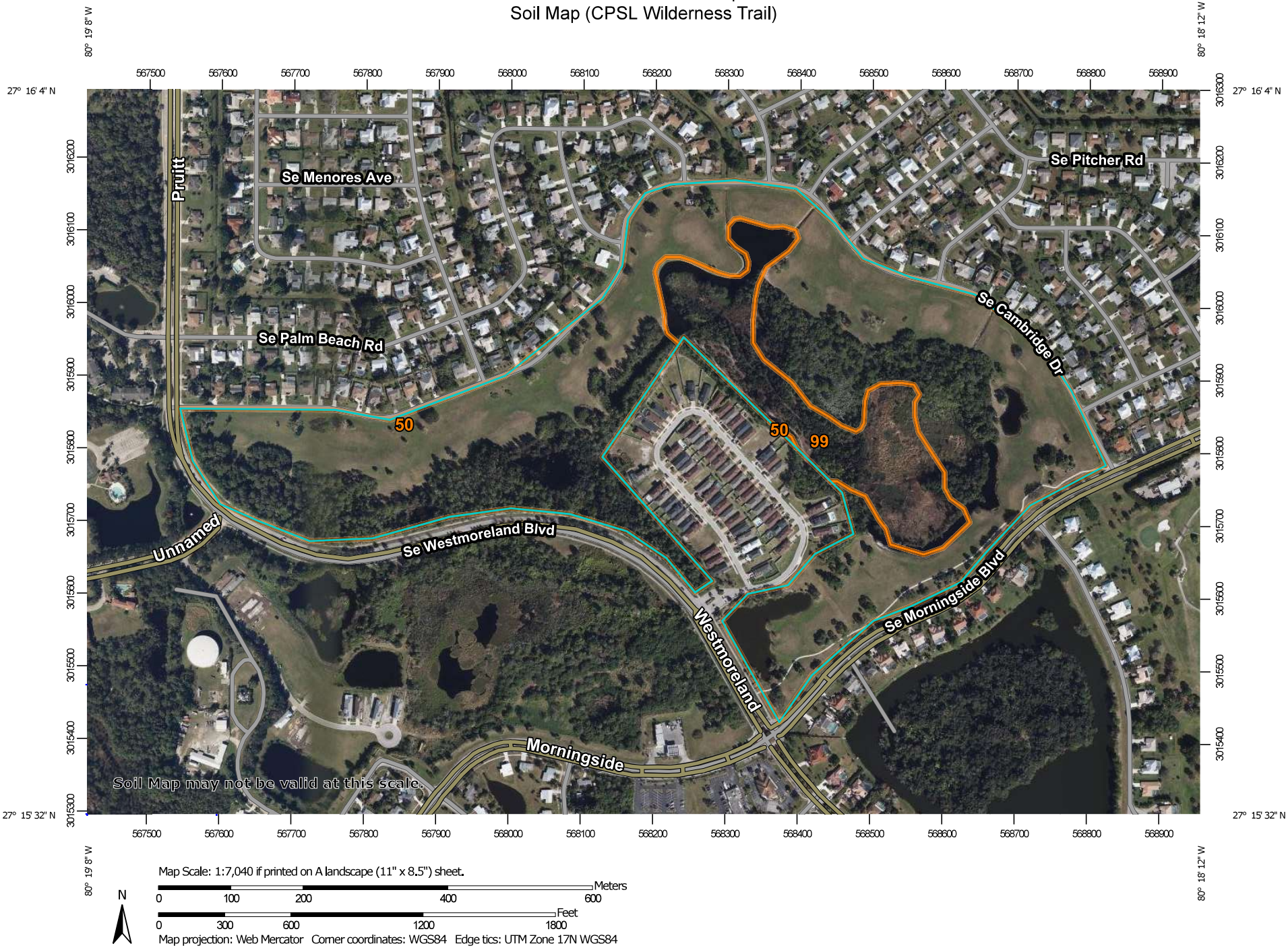
Custom Soil Resource Report for St. Lucie County, Florida

CPSL Wilderness Trail



September 29, 2023

Custom Soil Resource Report
Soil Map (CPSL Wilderness Trail)



MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 16, Sep 2, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 8, 2019—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (CPSL Wilderness Trail)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
50	Waveland and Immokalee fine sands	72.5	84.0%
99	Water	13.8	16.0%
Totals for Area of Interest		**86.3**	**100.0%**

Map Unit Descriptions (CPSL Wilderness Trail)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the

development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

St. Lucie County, Florida

50—Waveland and Immokalee fine sands

Map Unit Setting

National map unit symbol: 1jpwd
Elevation: 0 to 200 feet
Mean annual precipitation: 49 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Waveland and similar soils: 45 percent
Immokalee and similar soils: 43 percent
Minor components: 12 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Waveland

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
Eg - 4 to 32 inches: sand
Bh1 - 32 to 40 inches: loamy sand
Bh2 - 40 to 53 inches: sand
Cg1 - 53 to 66 inches: sand
Cg2 - 66 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 31 to 50 inches to ortstein
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 0.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Description of Immokalee

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 35 inches: fine sand
Bh - 35 to 54 inches: fine sand
Cg - 54 to 72 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Minor Components

Jonathan

Percent of map unit: 3 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises, knolls, and ridges of mesic uplands (G156BC121FL)
Hydric soil rating: No

Salerno

Percent of map unit: 3 percent

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Lawnwood

Percent of map unit: 3 percent
Landform: Marine terraces on flatwoods
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Electra

Percent of map unit: 3 percent
Landform: Knolls on marine terraces, rises on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G156BC131FL)
Hydric soil rating: No

99—Water

Map Unit Composition

Water: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Water

Interpretive groups

Land capability classification (irrigated): None specified
Ecological site: R156BY100FL - Subaqueous Freshwater Riverine Habitats
Forage suitability group: Forage suitability group not assigned (G156BC999FL)
Other vegetative classification: Forage suitability group not assigned (G156BC999FL)
Hydric soil rating: Unranked

APPENDIX II

General Notes
(Soil Borings, Sampling and Testing Methods)

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

SOIL BORING, SAMPLING AND TESTING METHODS

GENERAL

Andersen Andre Consulting Engineers, Inc. (AACE) borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that groundwater will not be encountered at that boring location at some other point in time.

STANDARD PENETRATION TEST

The Standard Penetration Test (SPT) is a widely accepted method of in situ testing of foundation soils (ASTM D-1586). A 2-foot (0.6m) long, 2-inch (50mm) O.D. split-barrell sampler attached to the end of a string of drilling rods is driven 24 inches (0.60m) into the ground by successive blows of a 140-pound (63.5 Kg) hammer freely dropping 30 inches (0.76m). The number of blows needed for each 6 inches (0.15m) increments penetration is recorded. The sum of the blows required for penetration of the middle two 6-inch (0.15m) increments of penetration constitutes the test result of N-value. After the test, the sampler is extracted from the ground and opened to allow visual description of the retained soil sample. The N-value has been empirically correlated with various soil properties allowing a conservative estimate of the behavior of soils under load. The following tables relate N-values to a qualitative description of soil density and, for cohesive soils, an approximate unconfined compressive strength (Qu):

Cohesionless Soils:	**N-Value**	**Description**
	0 to 4	Very loose
	4 to 10	Loose
	10 to 30	Medium dense
	30 to 50	Dense
	Above 50	Very dense

Cohesive Soils:	N-Value	Description	Qu
	0 to 2	Very soft	Below 0.25 tsf (25 kPa)
	2 to 4	Soft	0.25 to 0.50 tsf (25 to 50 kPa)
	4 to 8	Medium stiff	0.50 to 1.0 tsf (50 to 100 kPa)
	8 to 15	Stiff	1.0 to 2.0 tsf (100 to 200 kPa)
	15 to 30	Very stiff	2.0 to 4.0 tsf (200 to 400 kPa)
	Above 30	Hard	Above 4.0 tsf (400 kPa)

The tests are usually performed at 5 foot (1.5m) intervals. However, more frequent or continuous testing is done by AACE through depths where a more accurate definition of the soils is required. The test holes are advanced to the test elevations by rotary drilling with a cutting bit, using circulating fluid to remove the cuttings and hold the fine grains in suspension. The circulating fluid, which is bentonitic drilling mud, is also used to keep the hole open below the water table by maintaining an excess hydrostatic pressure inside the hole. In some soil deposits, particularly highly pervious ones, flush-coupled casing must be driven to just above the testing depth to keep the hole open and/or prevent the loss of circulating fluid. After completion of a test borings, the hole is kept open until a steady state groundwater level is recorded. The hole is then sealed by backfilling, either with accumulated cuttings or lean cement.

Representative split-spoon samples from each sampling interval and from different strata are brought to our laboratory in air-tight jars for classification and testing, if necessary. Afterwards, the samples are discarded unless prior arrangement have been made.

POWER AUGER BORINGS

Auger borings (ASTM D-1452) are used when a relatively large, continuous sampling of soil strata close to the ground surface is desired. A 4-inch (100 mm) diameter, continuous flight, helical auger with a cutting head at its end is screwed into the ground in 5-foot (1.5m) sections. It is powered by the rotary drill rig. The sample is recovered by withdrawing the auger our of the ground without rotating it. The soil sample so obtained, is classified in the field and representative samples placed in bags or jars and returned to the AACE soils laboratory for classification and testing, if necessary.

HAND AUGER BORINGS

Hand auger borings are used, if soil conditions are favorable, when the soil strata are to be determined within a shallow (approximately 5-foot [1.5m]) depth or when access is not available to power drilling equipment. A 3-inch (75mm) diameter hand bucket auger with a cutting head is simultaneously turned and pressed into the ground. The bucket auger is retrieved at approximately 6-inch (0.15m) interval and its contents emptied for inspection. On occasion post-hole diggers are used, especially in the upper 3 feet (1m) or so. Penetrometer probings can be used in the upper 5 feet (1.5m) to determine the relative density of the soils. The soil sample obtained is described and representative samples put in bags or jars and transported to the AACE soils laboratory for classification and testing, if necessary.

UNDISTURBED SAMPLING

Undisturbed sampling (ASTM D-1587) implies the recovery of soil samples in a state as close to their natural condition as possible. Complete preservation of in situ conditions cannot be realized; however, with careful handling and proper sampling techniques, disturbance during sampling can be minimized for most geotechnical engineering purposes. Testing of undisturbed samples gives a more accurate estimate of in situ behavior than is possible with disturbed samples.

Normally, we obtain undisturbed samples by pushing a 2.875-inch (73 mm) I.D., thin wall seamless steel tube 24 inches (0.6 m) into the soil with a single stoke of a hydraulic ram. The sampler, which is a Shelby tube, is 30 (0.8 m) inches long. After the sampler is retrieved, the ends are sealed in the field and it is transported to our laboratory for visual description and testing, as needed.

ROCK CORING

In case rock strata is encountered and rock strength/continuity/composition information is needed for foundation or mining purposes, the rock can be cored (ASTM D-2113) and 2-inch to 4-inch diameter rock core samples be obtained for further laboratory analyses. The rock coring is performed through flush-joint steel casing temporarily installed through the overburden soils above the rock formation and also installed into the rock. The double- or triple-tube core barrels are advanced into the rock typically in 5-foot intervals and then retrieved to the surface. The barrel is then opened so that the core sample can be extruded. Preliminary field measurements of the recovered rock cores include percent recovery and Rock Quality Designation (RQD) values. The rock cores are placed in secure core boxes and then transported to our laboratory for further inspection and testing, as needed.

SFWMD EXFILTRATION TESTS

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter hole is augered to depths of about 5 to 7 feet; the bottom one foot is filled with 57-stone; and a 6-foot long slotted PVC pipe is lowered into the hole. The distance from the groundwater table and to the ground surface is recordedand the hole is then saturated for 10 minutes with the water level maintained at the ground surface.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

LABORATORY TEST METHODS

Soil samples returned to the AACE soils laboratory are visually observed by a geotechnical engineer or a trained technician to obtain more accurate description of the soil strata. Laboratory testing is performed on selected samples as deemed necessary to aid in soil classification and to help define engineering properties of the soils. The test results are presented on the soil boring logs at the depths at which the respective sample was recovered, except that grain size distributions or selected other test results may be presented on separate tables, figures or plates as discussed in this report.

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

The soil descriptions shown on the logs are based upon visual-manual procedures in accordance with local practice. Soil classification is performed in general accordance with the United Soil Classification System and is also based on visual-manual procedures.

BOULDERS (>12" [300 MM]) and COBBLES (3" [75 MM] TO 12" [300 MM]):

GRAVEL: Coarse Gravel: 3/4" (19 mm) to 3" (75 mm)
Fine Gravel: No. 4 (4.75 mm) Sieve to 3/4" (19 mm)

Descriptive adjectives:

0 - 5%	– no mention of gravel in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– gravelly (shell, limerock, cemented sands)

SANDS:

COARSE SAND: No. 10 (2 mm) Sieve to No. 4 (4.75 mm) Sieve
MEDIUM SAND: No. 40 (425 µm) Sieve to No. 10 (2 mm) Sieve
FINE SAND: No. 200 (75 µm) Sieve to No. 40 (425 µm) Sieve

Descriptive adjectives:

0 - 5%	– no mention of sand in description
5 - 15%	– trace
15 - 29%	– some
30 - 49%	– sandy

SILT/CLAY: < #200 (75µM) Sieve

SILTY OR SILT: $PI < 4$
SILTY CLAYEY OR SILTY CLAY: $4 \leq PI \leq 7$
CLAYEY OR CLAY: $PI > 7$

Descriptive adjectives:

< - 5%	– clean (no mention of silt or clay in description)
5 - 15%	– slightly
16 - 35%	– clayey, silty, or silty clayey
36 - 49%	– very

ORGANIC SOILS:

Organic Content	**Descriptive Adjectives**	**Classification**
0 - 2.5%	Usually no mention of organics in description	See Above
2.6 - 5%	slightly organic	add “with organic fines” to group name
5 - 30%	organic	SM with organic fines
		Organic Silt (OL)
		Organic Clay (OL)
		Organic Silt (OH)

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

Organic Clay (OH)

HIGHLY ORGANIC SOILS AND MATTER:

Organic Content	**Descriptive Adjectives**	**Classification**
30 - 75%	sandy peat	Peat (PT)
	silty peat	Peat (PT)
> 75%	amorphous peat	Peat (PT)
	fibrous peat	Peat (PT)

STRATIFICATION AND STRUCTURE:

Descriptive Term		**Thickness**
with interbedded		
seam	--	less than ½ inch (13 mm) thick
layer	--	½ to 12-inches (300 mm) thick
stratum	--	more than 12-inches (300 mm) thick
pocket	--	small, erratic deposit, usually less than 1-foot
lens	--	lenticular deposits
occasional	--	one or less per foot of thickness
frequent	--	more than one per foot of thickness
calcareous	--	containing calcium carbonate (reaction to diluted HCL)
hardpan	--	spodic horizon usually medium dense
marl	--	mixture of carbonate clays, silts, shells and sands

ROCK CLASSIFICATION (FLORIDA) CHART:

Symbol	Typical Description
LS	Hard Bedded Limestone or Caprock
WLS	Fractured or Weathered Limestone
LR	Limerock (gravel, sand, silt and clay mixture)
SLS	Stratified Limestone and Soils

THE PROJECT SOIL DESCRIPTION PROCEDURE FOR SOUTHEAST FLORIDA

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

LEGEND FOR BORING LOGS

N:	Number of blows to drive a 2-inch OD split spoon sampler 12 inches using a 140-pound hammer dropped 30 inches
R:	Refusal (less than six inches advance of the split spoon after 50 hammer blows)
MC:	Moisture content (percent of dry weight)
OC:	Organic content (percent of dry weight)
PL:	Moisture content at the plastic limit
LL:	Moisture content at the liquid limit
PI:	Plasticity index (LL-PL)
qu:	Unconfined compressive strength (tons per square foot, unless otherwise noted)
-200:	Percent passing a No. 200 sieve (200 wash)
+40:	Percent retained above a No. 40 sieve
US:	Undisturbed sample obtained with a thin-wall Shelby tube
k:	Permeability (feet per minute, unless otherwise noted)
DD:	Dry density (pounds per cubic foot)
TW:	Total unit weight (pounds per cubic foot)

APPENDIX III

DRI Test Reports

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Double-Ring Infiltrometer Test Report (ASTM D3385)

Test Number	**DRI-1**	**Technician**	KJ/RL
Project Name	CPSL Wilderness Trail	**Engineer**	PA
Project Number	22-229	**Weather Conditions**	Clear
Test Location	Refer to Figure No. 2	**Temperature**	84F
Date	10/3/2023	**Testing Liquid**	Water

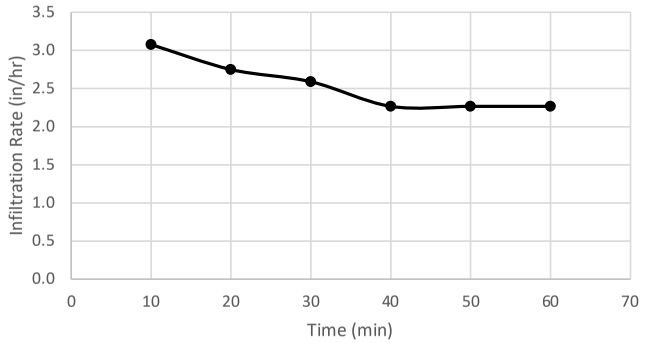
SOIL PROFILE	
Depth (in-bls)	**Description**
0 - 6	Topsoil (REMOVED)
6 - 48	Gray fine sand (SP)
Groundwater encountered 30" below grade	

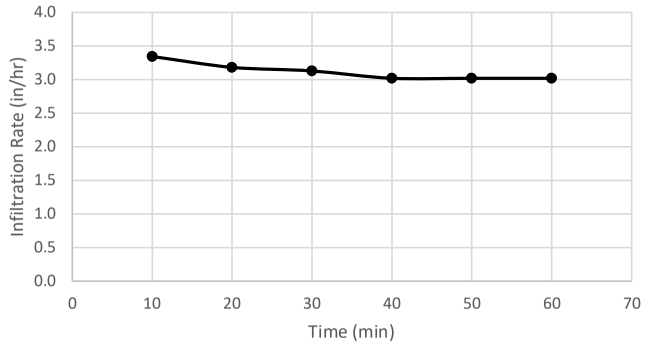
Area of Inner Ring (in^2):	113.1	**Test Depth (in):**	12	**Depth of Water - Inner Ring (in):**	6
Area of Annular Space (in^2):	339.3	**Ring Seating (in):**	6	**Depth of Water - Annular Space (in):**	6

Cycle No.	Incremental Test Time (min)	INNER RING			ANNULAR SPACE		
		Incremental Flow (ml)	Incremental Flow (in^3)	Infiltration Rate (in/hr)	Incremental Flow (ml)	Incremental Flow (in^3)	Infiltration Rate (in/hr)
1 (10 min)	1	95	5.8	3.08	310	18.9	3.35
2 (20 min)	1	85	5.2	2.75	295	18.0	3.18
3 (30 min)	1	80	4.9	2.59	290	17.7	3.13
4 (40 min)	1	70	4.3	2.27	280	17.1	3.02
5 (50 min)	1	70	4.3	2.27	280	17.1	3.02
6 (60 min)	1	70	4.3	2.27	280	17.1	3.02
		Stabilized Infiltration Rate (in /hr):		**2.3**	**Stabilized Infiltration Rate (in /hr):**		**3.0**

NOTES:
ASTM D3385 recommends using the rate of the inner ring as the vertical infiltration rate if the rates for the inner ring and the annular space differ, since such difference in rates is likely due to divergent flow.

The designer should include an appopriate factor of safety when using the presented infiltration rates in the design of drainage improvements.





ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Double-Ring Infiltrometer Test Report (ASTM D3385)

Test Number	**DRI-2**	**Technician**	KJ/RL
Project Name	CPSL Wilderness Trail	**Engineer**	PA
Project Number	22-229	**Weather Conditions**	Clear
Test Location	Refer to Figure No. 2	**Temperature**	85F
Date	10/3/2023	**Testing Liquid**	Water

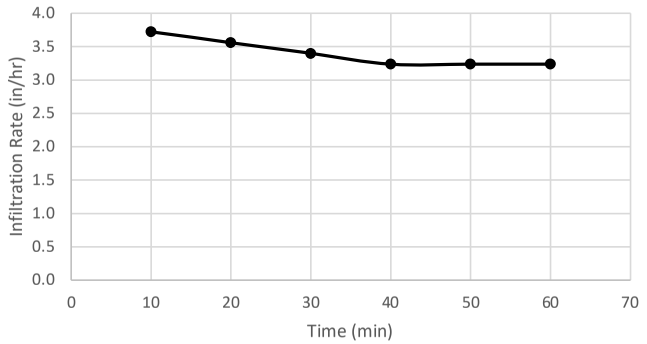
SOIL PROFILE	
Depth (in-bls)	**Description**
0 - 3	Topsoil (REMOVED)
3 - 34	Gray-brown fine sand (SP)
34 - 48	Dark brown fine sand (SP), t/o hardpan
Groundwater encountered 16" below grade	

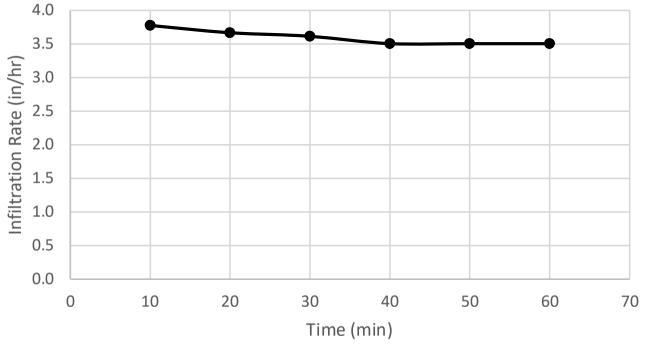
Area of Inner Ring (in^2):	113.1	**Test Depth (in):**	12	**Depth of Water - Inner Ring (in):**	6
Area of Annular Space (in^2):	339.3	**Ring Seating (in):**	6	**Depth of Water - Annular Space (in):**	6

Cycle No.	Incremental Test Time (min)	INNER RING			ANNULAR SPACE		
		Incremental Flow (ml)	Incremental Flow (in^3)	Infiltration Rate (in/hr)	Incremental Flow (ml)	Incremental Flow (in^3)	Infiltration Rate (in/hr)
1 (10 min)	1	115	7.0	3.72	350	21.4	3.78
2 (20 min)	1	110	6.7	3.56	340	20.7	3.67
3 (30 min)	1	105	6.4	3.40	335	20.4	3.62
4 (40 min)	1	100	6.1	3.24	325	19.8	3.51
5 (50 min)	1	100	6.1	3.24	325	19.8	3.51
6 (60 min)	1	100	6.1	3.24	325	19.8	3.51
		Stabilized Infiltration Rate (in /hr):		**3.2**	**Stabilized Infiltration Rate (in /hr):**		**3.5**

NOTES:
ASTM D3385 recommends using the rate of the inner ring as the vertical infiltration rate if the rates for the inner ring and the annular space differ, since such difference in rates is likely due to divergent flow.

The designer should include an appopriate factor of safety when using the presented infiltration rates in the design of drainage improvements.





ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Double-Ring Infiltrometer Test Report (ASTM D3385)

Test Number	**DRI-3**	**Technician**	KJ/RL
Project Name	CPSL Wilderness Trail	**Engineer**	PA
Project Number	22-229	**Weather Conditions**	Clear
Test Location	Refer to Figure No. 2	**Temperature**	85F
Date	10/3/2023	**Testing Liquid**	Water

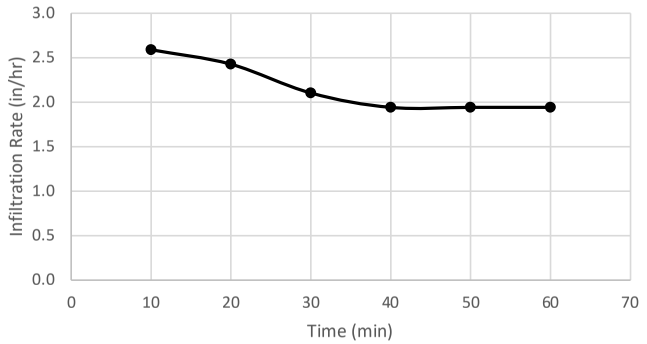
SOIL PROFILE	
Depth (in-bls)	**Description**
0 - 4	Topsoil (REMOVED)
4 - 12	Gray-brown fine sand (SP)
12 - 48	Light brown fine sand (SP)
Groundwater encountered 12" below grade	

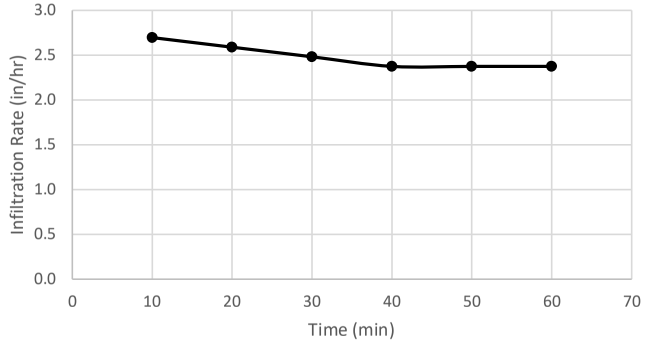
Area of Inner Ring (in^2):	113.1	**Test Depth (in):**	12	**Depth of Water - Inner Ring (in):**	6
Area of Annular Space (in^2):	339.3	**Ring Seating (in):**	6	**Depth of Water - Annular Space (in):**	6

Cycle No.	Incremental Test Time (min)	INNER RING			ANNULAR SPACE		
		Incremental Flow (ml)	Incremental Flow (in^3)	Infiltration Rate (in/hr)	Incremental Flow (ml)	Incremental Flow (in^3)	Infiltration Rate (in/hr)
1 (10 min)	1	80	4.9	2.59	250	15.3	2.70
2 (20 min)	1	75	4.6	2.43	240	14.6	2.59
3 (30 min)	1	65	4.0	2.10	230	14.0	2.48
4 (40 min)	1	60	3.7	1.94	220	13.4	2.37
5 (50 min)	1	60	3.7	1.94	220	13.4	2.37
6 (60 min)	1	60	3.7	1.94	220	13.4	2.37
		Stabilized Infiltration Rate (in /hr):		**1.9**	**Stabilized Infiltration Rate (in /hr):**		**2.4**

NOTES:
ASTM D3385 recommends using the rate of the inner ring as the vertical infiltration rate if the rates for the inner ring and the annular space differ, since such difference in rates is likely due to divergent flow.

The designer should include an appopriate factor of safety when using the presented infiltration rates in the design of drainage improvements.





APPENDIX IV

AACE Project Limitations and Conditions

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

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.

Important Information about Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechncial Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

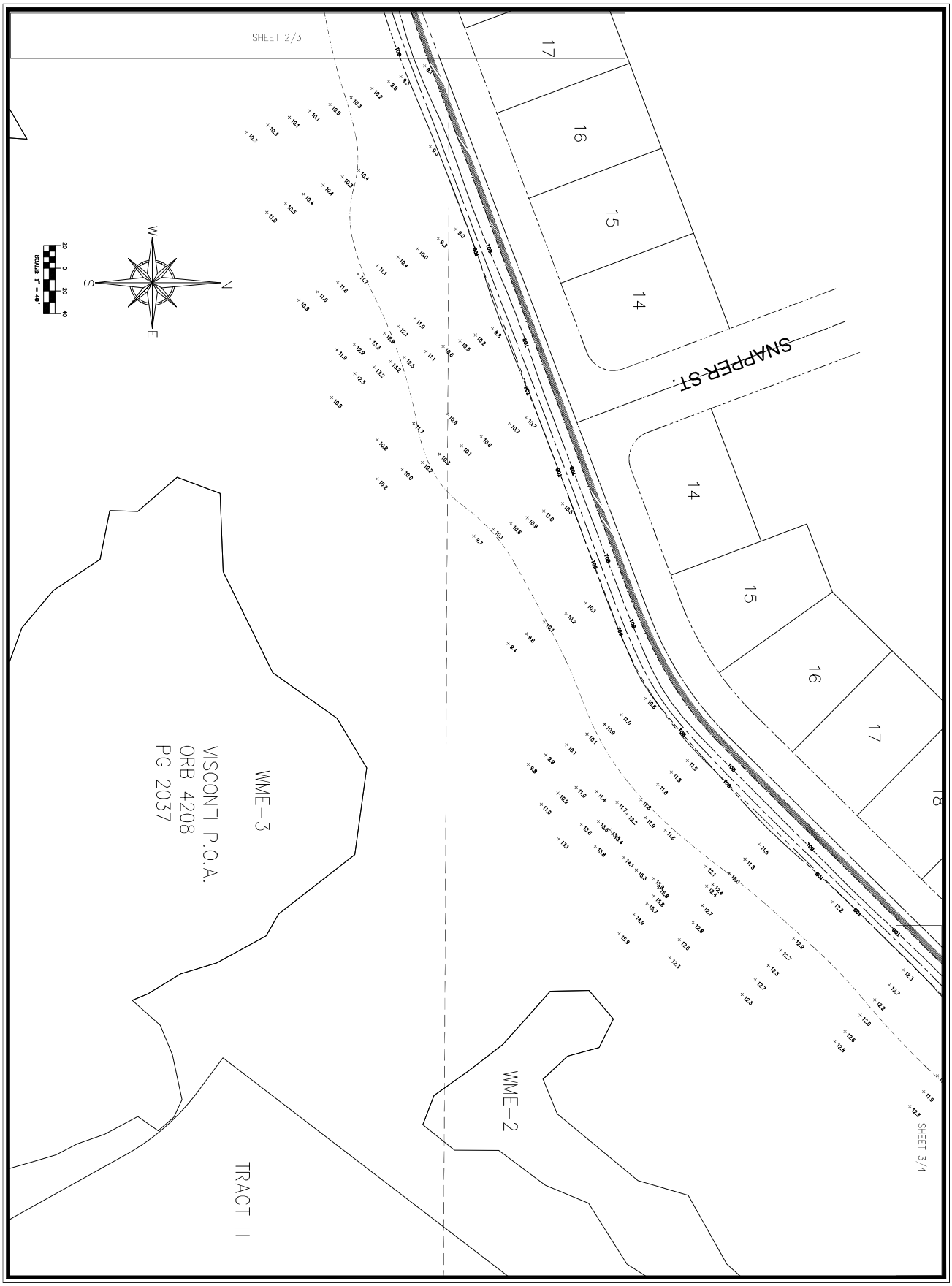
ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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IIGER03135.0MRP

S:\2021 PROJECTS\21-57 WILDERNESS TRAIL\SPS-1813.18 WILDERNESS TRAIL.dwg, COVER (3), 8/23/2023 10:51:17 AM, AutoCAD PDF (High Quality Print).pc3, 1:1, DG-2018



SHEET NO. 3 OF 6 SHEETS
PROJECT NO. 21-57

WILDERNESS TRAIL SITE PLAN – PHASE 1
ST LUCIE COUNTY, FLORIDA

SPECIFIC PURPOSE SURVEY

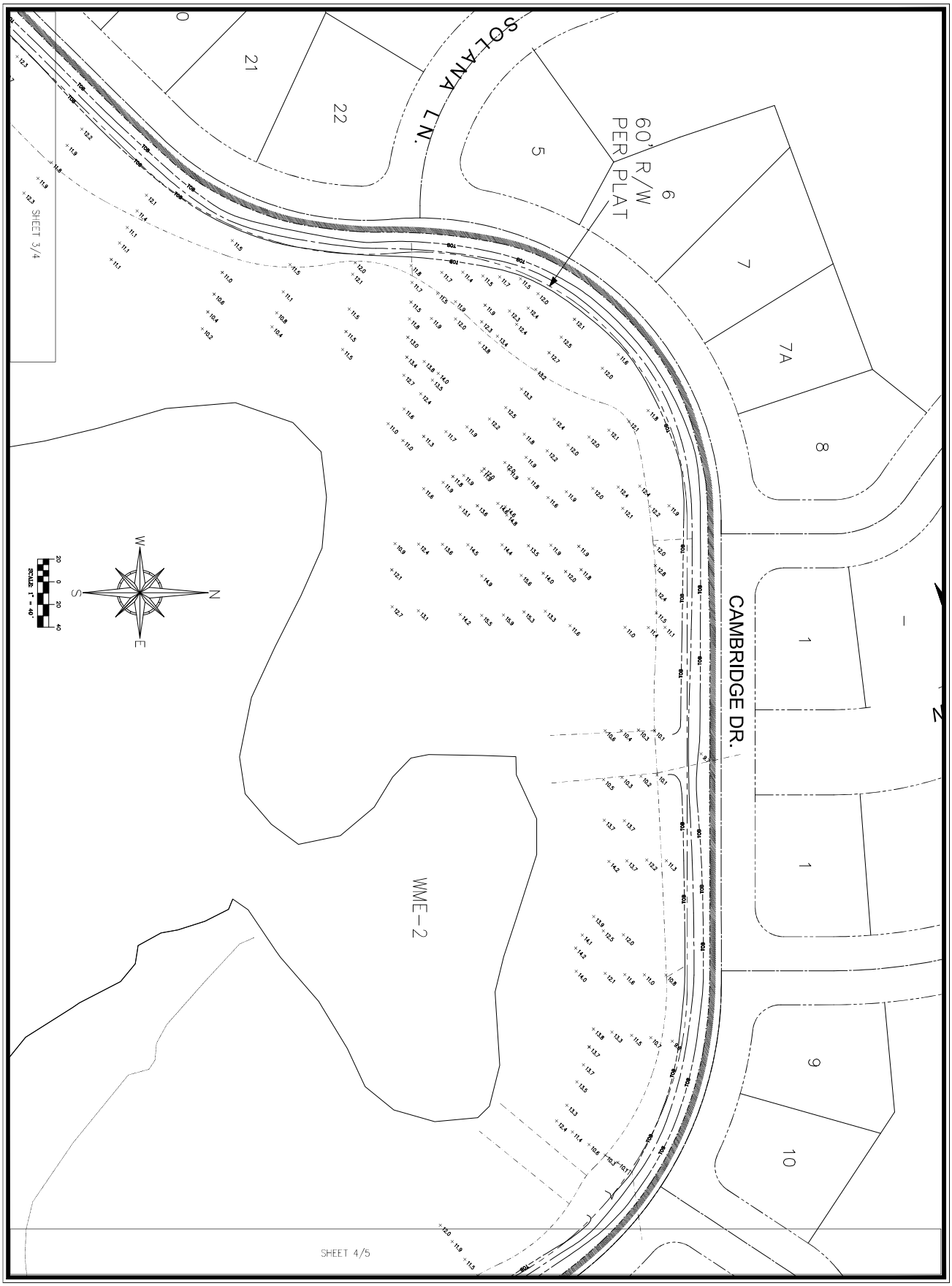
CITY OF PORT ST LUCIE PARKS AND RECREATION

DATE 08/18/2023
SCALE 1"=40'
FIELD BK. PSL 21/28
DRAWN BY DJB
CHECKED BY E.J.G.

DATE REVISIONS

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

S:\2021 PROJECTS\21-57 WILDERNESS TRAIL\SPS-18\3.18 WILDERNESS TRAIL.dwg, COVER (4), 8/23/2023 10:51:35 AM, AutoCAD PDF (High Quality Print).pc3, 1:1, DG-2018



WILDERNESS TRAIL SITE PLAN – PHASE 1
ST LUCIE COUNTY, FLORIDA

SPECIFIC PURPOSE SURVEY

CITY OF PORT ST LUCIE PARKS AND RECREATION

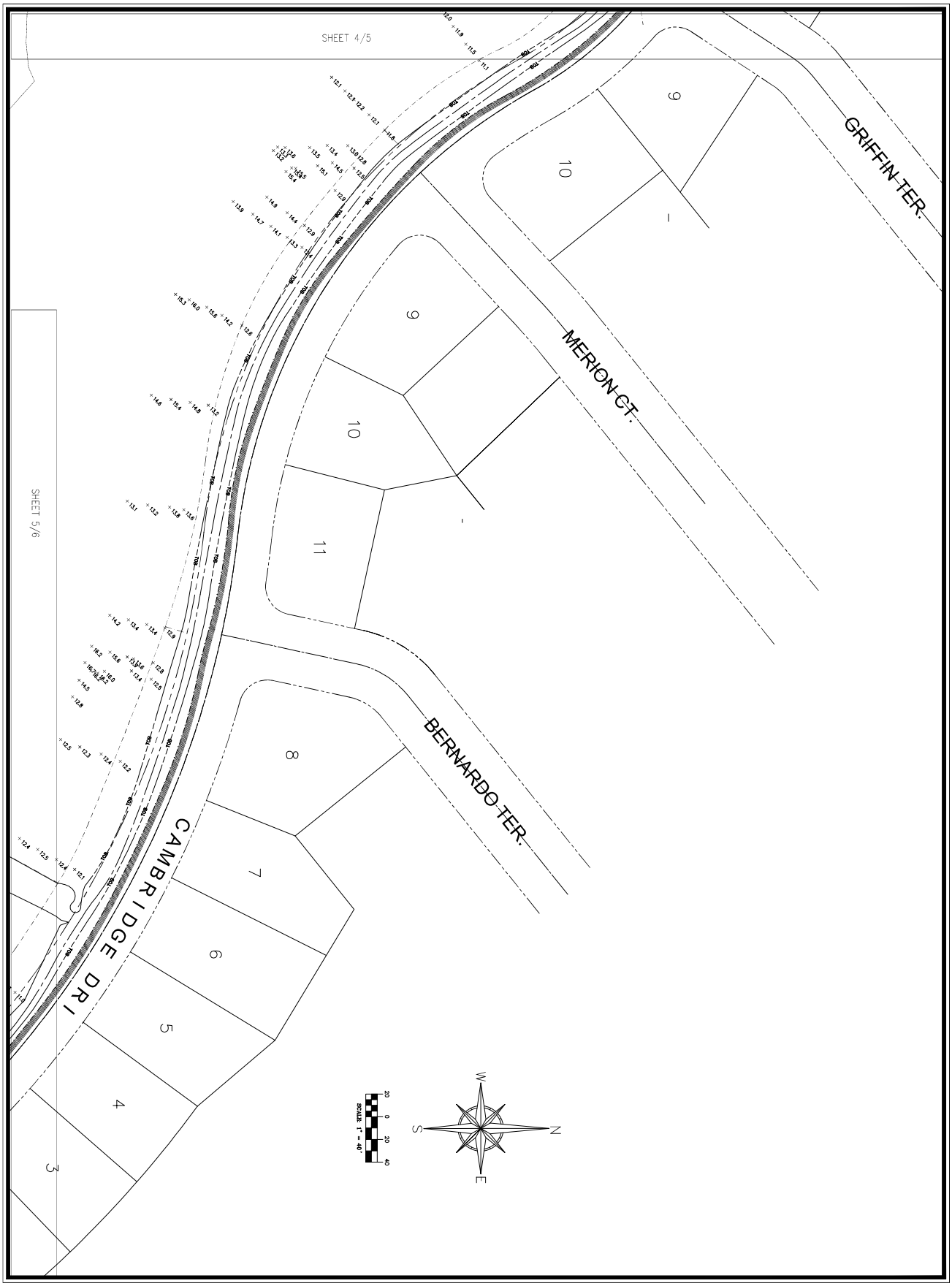
SHEET NO. 4
OF 6 SHEETS
PROJECT NO. 21-57

DATE 08/18/2023
SCALE 1"=40'
FIELD BK. PSL 21 / 26
DRAWN BY DAB
CHECKED BY E.J.G.

DATE REVISIONS

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

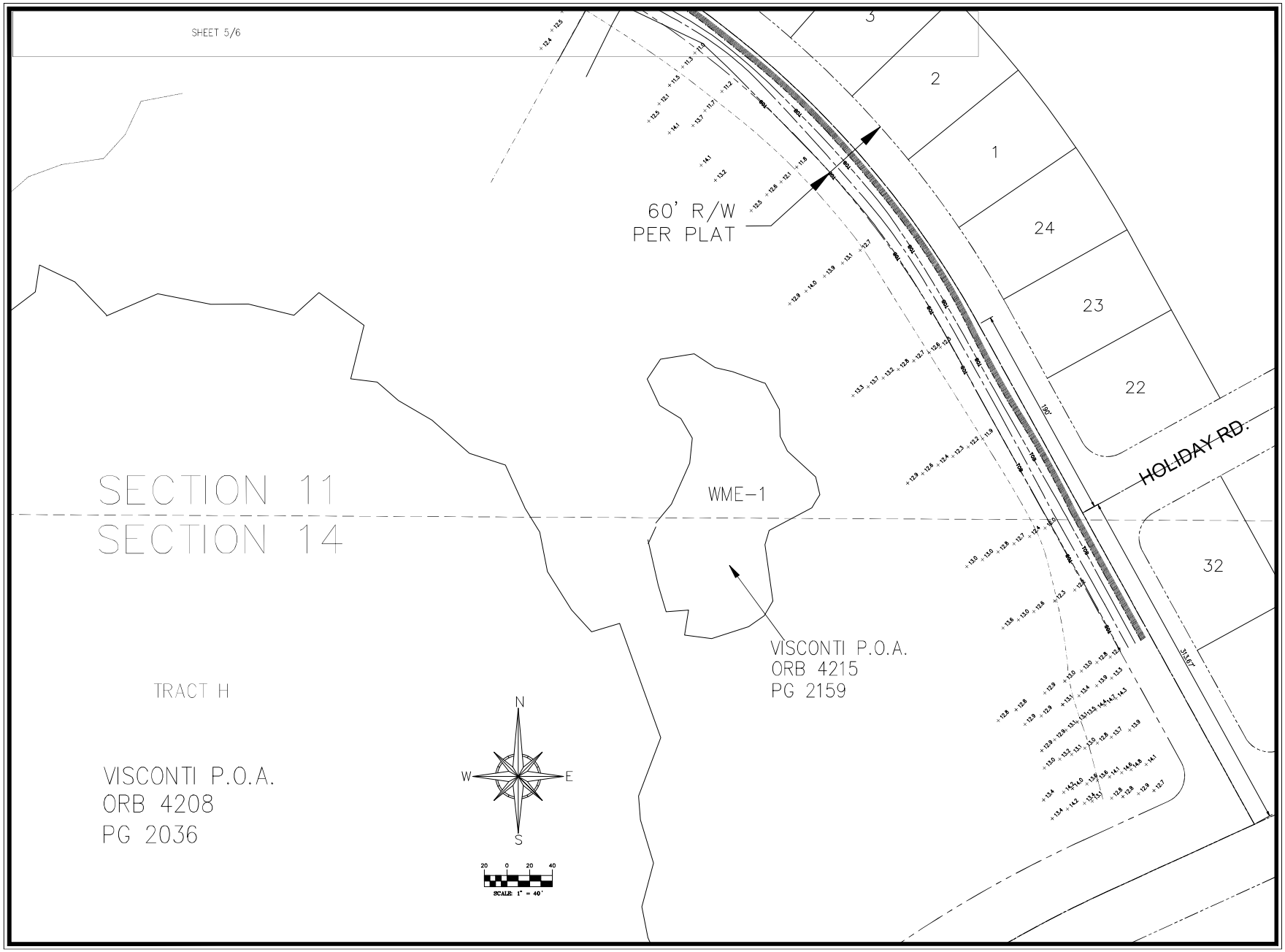
S:\2021 PROJECTS\21-57 WILDERNESS TRAIL\SPS-18\3.18 WILDERNESS TRAIL.dwg, COVER (5), 8/23/2023 10:51:52 AM, AutoCAD PDF (High Quality Print).pc3, 1:1, DG-2018



SHEET NO. 5 OF 6 SHEETS PROJECT NO. 21-57	WILDERNESS TRAIL SITE PLAN – PHASE 1 ST LUCIE COUNTY, FLORIDA SPECIFIC PURPOSE SURVEY CITY OF PORT ST LUCIE PARKS AND RECREATION	DATE 08/18/2023 SCALE 1"=40' FIELD BK. PG 27 / 28 DRAWN BY DB CHECKED BY E.J.G.

DATE	REVISIONS

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852



BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

DATE 08/18/2023
SCALE 1"=40'
FIELD BK. PS: 21/26
DRAWN BY DB
CHECKED BY E.J.C

WILDERNESS TRAIL SITE PLAN – PHASE 1
ST LUCIE COUNTY, FLORIDA

SPECIFIC PURPOSE SURVEY
CITY OF PORT ST LUCIE PARKS AND RECREATION

SHEET NO. 6
OF 6 SHEETS
PROJECT NO. 21-57

S:\2021 PROJECTS\21-57 WILDERNESS TRAIL\SPS-SHT\18 WILDERNESS TRAIL.dwg, COVER (8), 8/23/2023 10:23:07 AM, AutoCAD PDF (High Quality Print).pc3, 11, ISO-2A4

HOBE SOUND
ENVIRONMENTAL CONSULTANTS, INC.
9512 S.E. DUNCAN STREET
HOBE SOUND, FLORIDA 33455
PHONE: (772) 545-3676 CELL (772) 260-0857
E-MAIL: bobhsenv@gmail.com

18 October 2023

CAPTEC Engineering, Inc.
Joe Capra P.E.
Craig Seger P.E.
301 NW Flagler Ave
Suite 201
Stuart, Florida 34994

Via E-mail: jcapra@gocaptec.com and cseger@gocaptec.com and cmccarthy@gocaptec.com

Ref: Gopher Tortoise (Gopherus polyphemus) Survey for the City of Port St. Lucie's SE Cambridge Dr. and SE Westmoreland Blv. proposed park. Parcel ID# 4411-701-0014-000-7. Site address; 2701 SE Westmoreland Blvd. (Legal Description: River Point Pud First Replat (Pb 41-21) Tract J (56.443 Ac) (As per Plat Dedication Dated 10-15-02)

Good afternoon,

Hobe Sound Environmental Consultants, Inc. (HSE) was retained by CAPTEC Engineering, Inc. to conduct a gopher tortoise (*Gopherus polyphemus*) 100% burrow survey at the above-referenced project site. The project site consists of±56.44 acres located in Section 14; Township 37S; Range 40E in St. Lucie County, Florida. The northwest corner of the project site is located at coordinates N27° 15' 50.04", W80° 19' 03.61"(**Figures 1-3 and 7 of 10**).

The gopher tortoise is designated as threatened (T) by the State of Florida. This species is protected under regulations set forth in the Florida Administrative Code (F.A.C.) of the State of Florida, Chapter 68 Fish and Wildlife Conservation Commission., Rule 68A-4.001 and 68A-25.002, as well as Chapter 68A-27.

1.00 METHODOLOGY

1.01 Gopher Tortoise and Other Burrow Commensals

1.01.1 Objective

Conduct a 100% systematic survey to locate gopher tortoise and eastern indigo snake (*Drymarchon corais couperi)* that may be present within the study area.

1.01.2 Methodology

Biologists followed the survey protocol as recommended in *Ecology and Habitat Protection Needs of Gopher Tortoise (Gopherus polyphemus) Populations Found on Lands Slated for Large-scale Development in Florida*; Non-game Wildlife Program, Technical Report #4, Florida Game and Fresh Water Fish Commission (FGFWFC), now known as FFWCC, Tallahassee, Florida, December 1987, and *Gopher Tortoise Permitting Guidelines*, FFWCC, Tallahassee, Florida April 2008 (Updated April 2023).

- Biologists conducted parallel transects 10 meters (± 32 feet) apart; **(Figure 4 of 10)**
- All gopher tortoise burrows located were flagged as either active or inactive, and assigned an identification number (if appropriate);
- Biologists field located all gopher tortoise burrows on an aerial photograph, if appropriate;
- Additional data and notes were collected by biologists for the occurrence of the eastern indigo snake.
- On 18 October 2023 a gopher tortoise survey was conducted by HSE personnel.

1.02 FWC Cooperative Land Cover (CLC)

1.02.1 Objective

To map vegetation within the boundaries of the project site according to the *Cooperative Land Cover Classification System* (CLC), September 2018.

1.02.2 Methodology

Biologists used the following methodology to map vegetation found on the

project site:

- Biologists used the CLC to classify the site.
- Biologists based vegetative community descriptions on field surveys, United States Department of Agriculture (USDA), Natural Resource Conservation Service (NRCS) soil maps, and aerial photograph interpretations.
- Numerical community designations were carried to Levels III or IV, as determined to be appropriate, according to CLC.

1.03 Soils

1.03.1 Objective

To identify project soil types according to the NRCS.

1.03.2 Methodology

Biologists used the following methodology to identify soil types found on the project sites.

- The project site soils were mapped according to the *Natural Resources Conservation Service (NRCS), United States Department of Agriculture (USDA), Survey,* http://websoilsurvey.sc.egov.usda.gov

1.04 USGS topographic

1.04.1 Objective

To identify the topography of the project sites.

1.04.2 Methodology

Biologists used the following methodologies to identify the topography of the project site.

- Biologists used the *U.S. Geological Survey* (USGS) *7.5 Minute Series Topographic Map, Port Saint Lucie, FLA Quadrangle* to determine on-site topography.

2.00 RESULTS

Six (6) potentially occupied gopher tortoise burrows were located on the project site by biologists during the gopher tortoise and commensal species survey **(Figures 5-6 of 10)**. Commensal species were not observed on-site. The estimated gopher tortoise population for the project site is three (3).

The property appraisers card can be found as **Figures 7 of 10.**

According to the CLC system, the land cover designation for this project site *1311 - Mesic Flatwoods, 1340 - Palmetto Prairies, 1810 - Mowed Grass, 7200 - Melaleuca, 7300 - Brazilian Pepper* (**Figure 8 of 10**). HSE personnel reported most of the site as mowed grass, formerly part of a golf course.

According the NRCS soil survey, the soil on site is 50 - Waveland and Immokalee fine sands (**Figure 9 of 10**).

The USGS topographic map is show in **Figure 10 of 10.** Biologists used the *U.S. Geological Survey* (USGS) *7.5 Minute Series Topographic Map, Port Saint Lucie, FLA Quadrangle* to determine on-site topography Site elevations range from 5'-15' NGVD.

3.00 CONCLUSION

Construction of trails and facilities must take place outside of a 25' radius from any Gopher tortoise Burrow. If a 25' radius cannot be maintained then a relocation permit from FFWCC to relocate the tortoises to an approved tortoise mitigation bank(GTMB) will be required. Silt fences will need to be installed to protect the tortoises from harm and must be approved by FFWCC prior to onset of construction. If construction does not begin within 90 days of the initial survey, it is recommended

to have an additional gopher tortoise survey conducted to ensure no additional tortoises have moved onto the project site.

4.00 Certification by Consultant

I certify that the referenced property was surveyed for state and federally listed species with the potential to be found on site, in accordance with the appropriate survey methodologies by the listing wildlife agencies.

Agent's Name / Firm Name: Marvin Brown, Hobe Sound Environmental Consultants

Signature / Date: Marvin Brown 18 October 2023

If you have any questions or concerns, please do not hesitate to contact us at your earliest convenience.

Thank you,
Marvin Brown
Environmental Scientist
GTA-21-00014B

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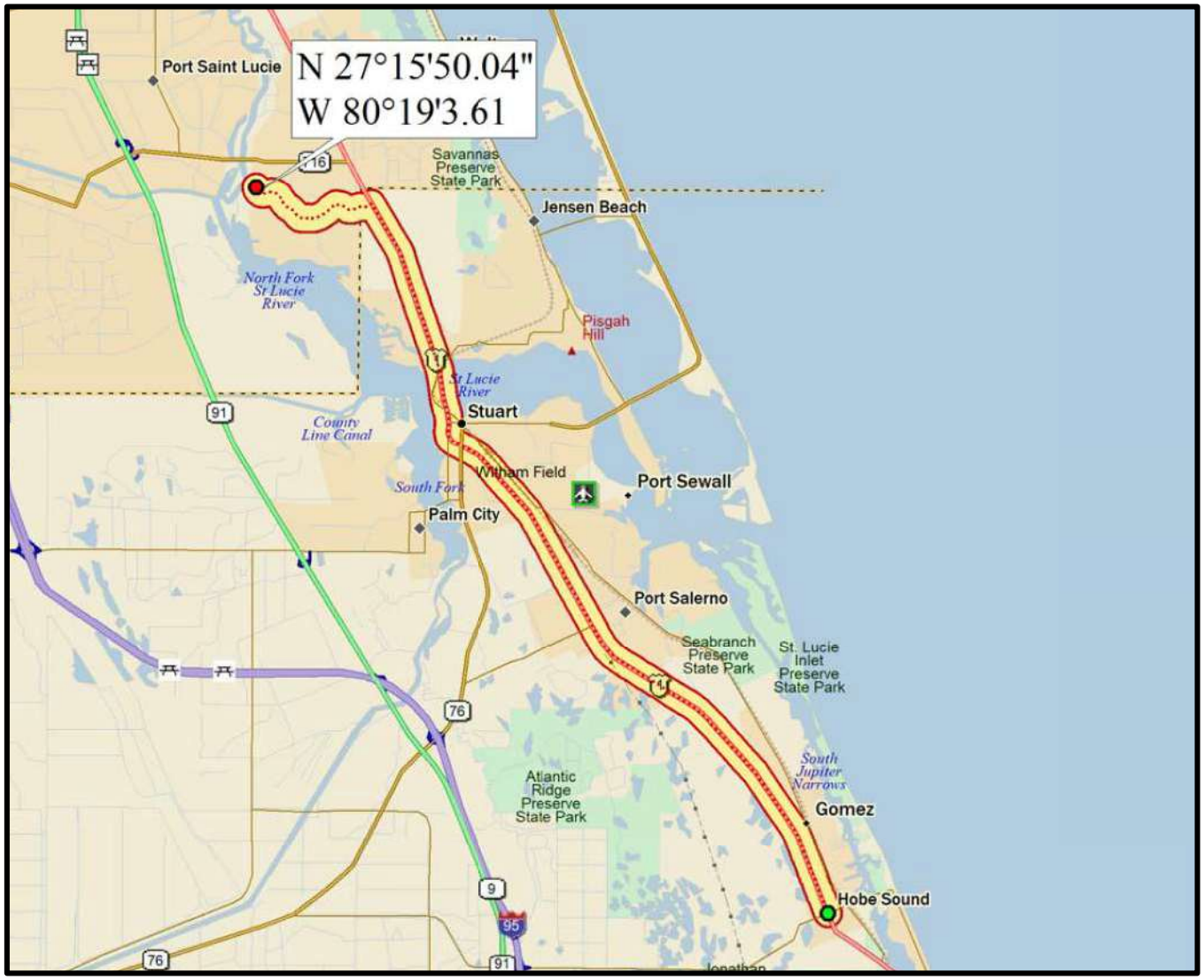
NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 14,000' 28,000' 56,000' 112,000'

SCALE: 1" = 28,000'



		Dist	Turn		Road	Exit	Total Time	Total Dist
			Start	at	US 1		00:00:00	0.00 mi
			Go straight (NNW)	on	US 1 (SR 5|SE Federal Hwy)		00:00:00	0.00 mi
	in	16.93 mi	Turn left (WSW)	on to	W Moreland Blvd		00:35:47	16.93 mi
	in	0.23 mi	Go straight (W)	on to	SE Westmoreland Blvd		00:36:10	17.16 mi
	in	2.47 mi	Finish	at	SE Westmoreland Blvd		00:42:50	19.63 mi

Total Time: 00:42:50 Total Distance: 19.63 mi

SOURCE: DELORME STREET ATLAS USA, 2015.

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.14	DRAWING NAME: 01 - VIC MAP.DWG	DATE: 18 OCTOBER 2023	FIGURE: 1 OF 10
	14	37S	40E				
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
PROJECT VICINITY MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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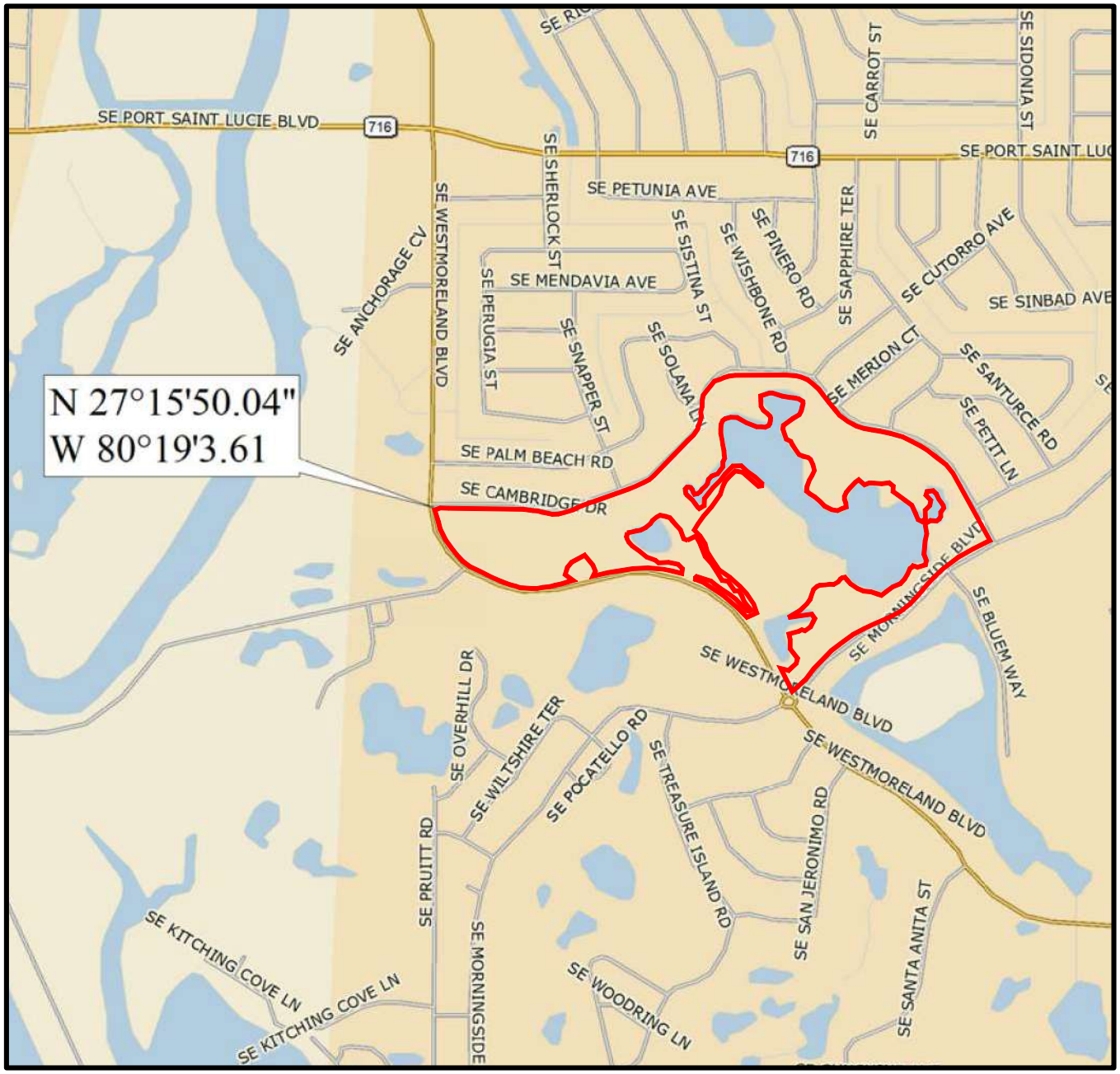
NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 600' 1,200' 2,400' 4,800'

SCALE: 1" = 1,200'



SOURCE: DELORME STREET ATLAS USA, 2015.

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.14	DRAWING NAME: 02 - LOC MAP.DWG	DATE: 18 OCTOBER 2023	FIGURE: 2 OF 10
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
PROJECT LOCATION MAP

Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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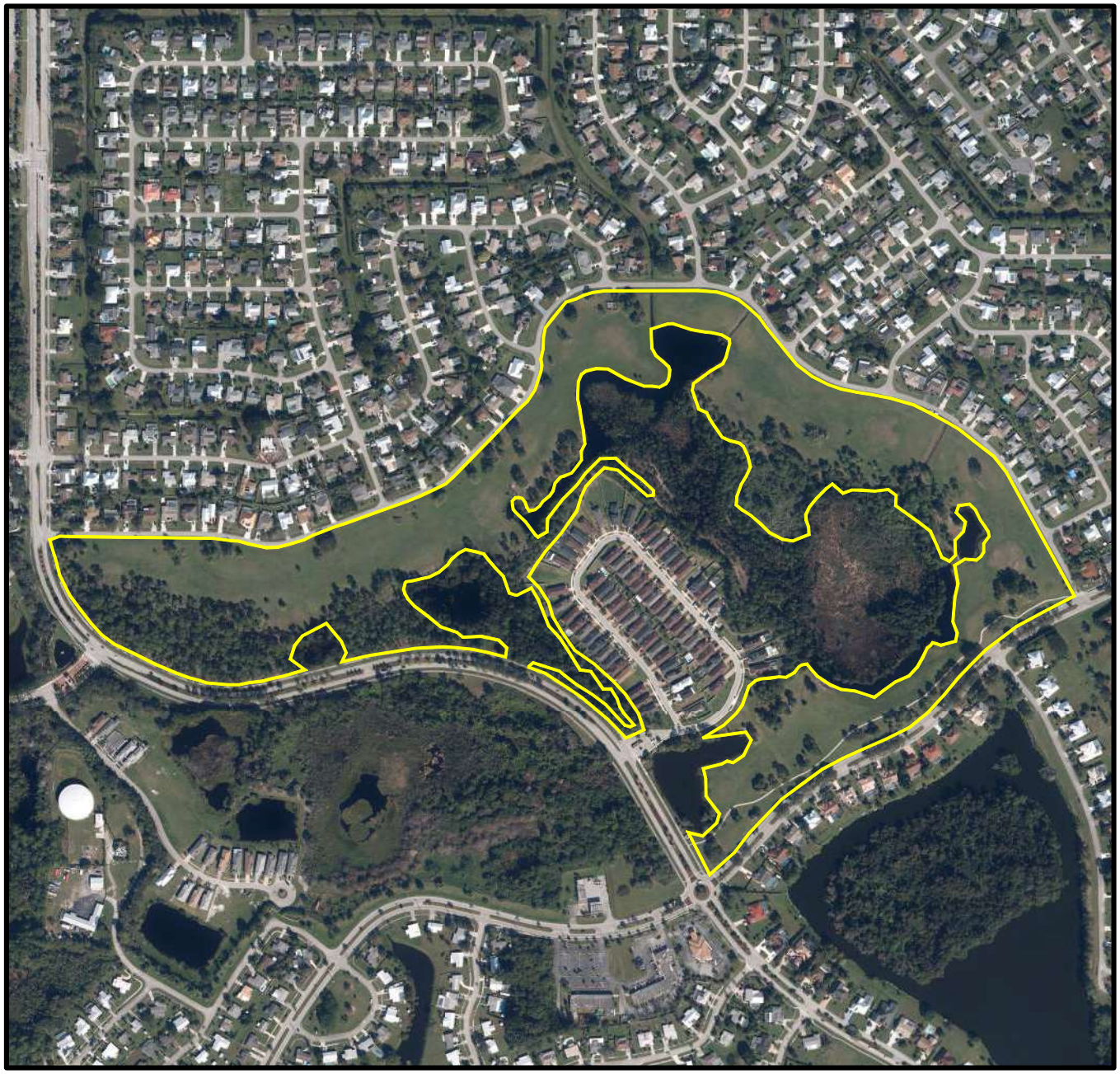
NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 325' 650' 1,300' 2,600'

SCALE: 1" = 650'



SOURCE:2023 FDOT AERIAL PHOTOGRAPH

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.14	DRAWING NAME: 03 - AERIAL.DWG	DATE: 18 OCTOBER 2023	FIGURE: 3 OF 10
	14	37S	40E				
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
FDOT 2023 AERIAL PHOTOTGRAPH

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

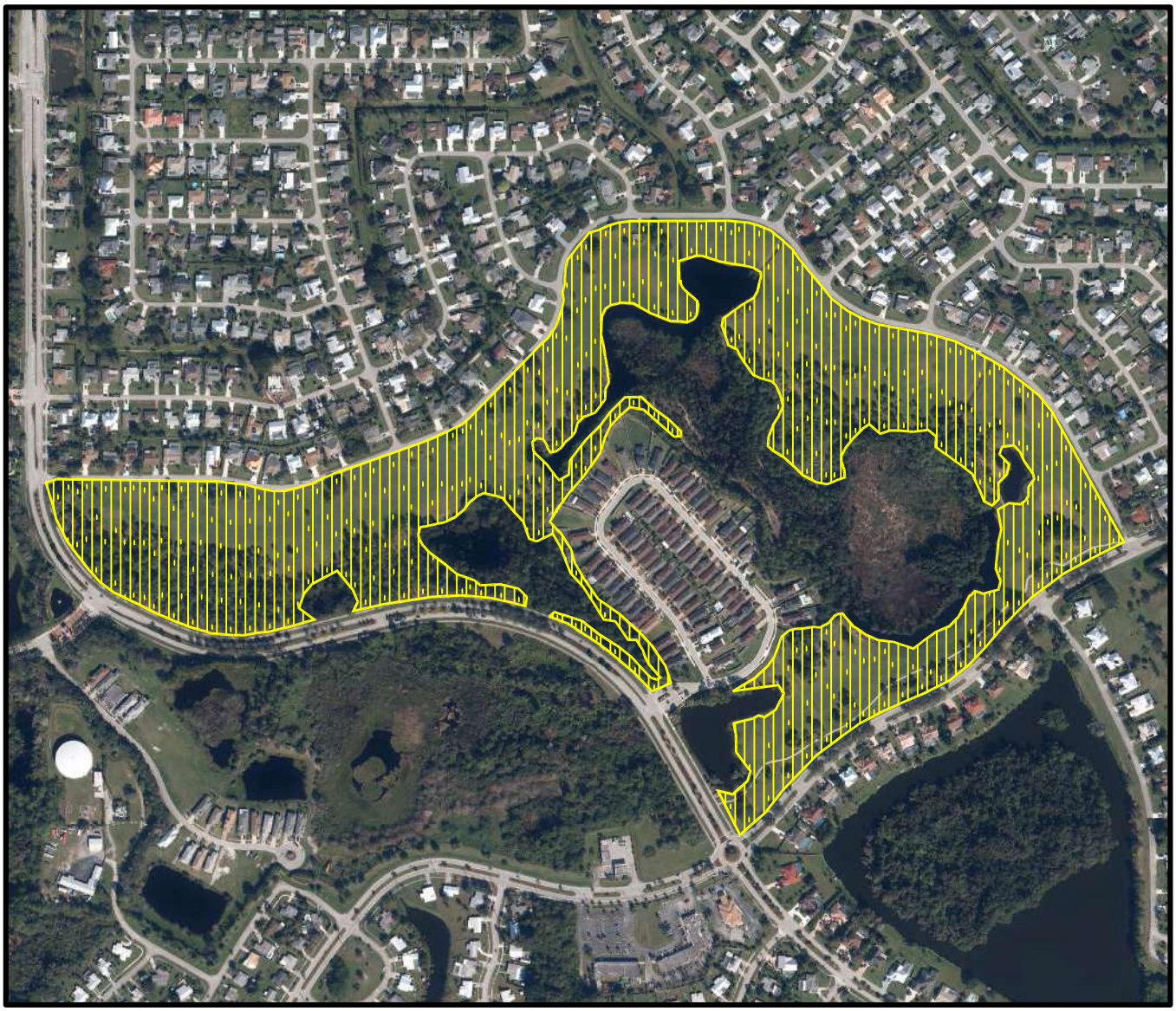
NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 325' 650' 1,300' 2,600'

SCALE: 1" = 650'



LEGEND:

- BELT TRANSECTS (16 FT) AND DIRECTION TRAVELED

SOURCE:HSE SITE VISIT

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.14	04 - PED TRANS MAP.DWG	18 OCTOBER 2023	4 OF 10
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: MAR	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
PEDESTRIAN BELT TRANSECT MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 325' 650' 1,300' 2,600'

SCALE: 1" = 650'



LEGEND

- ACTIVE (2) POTENTIALLY OCCUPIED
- INACTIVE (4) POTENTIALLY OCCUPIED
- ABANDONED (0)

I HEREBY CERTIFY THAT:
A 100% SURVEY FOR GOPHER TORTOISES WAS CONDUCTED ON 18 OCTOBER 2023, ACCORDING TO FWC GUIDELINES.
SIX (6) POTENTIALLY OCCUPIED GOPHER TORTOISE BURROWS WERE LOCATED DURING THE SURVEY. THE ESTIMATED GOPHER TORTOISE POPULATION IS THREE (3).
NIALL DUNTON, GTA-22-00005A

SOURCE: HSE SITE VISIT ON 18 OCTOBER 2023

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.14	05- GT BUR.DWG	18 OCTOBER 2023	5 OF 10
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: NPD	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
BURROW LOCATION MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

WILDERNESS TRAIL 21-022.14				
DATE: 18 OCTOBER 2023	HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.			
BURROW #	HSE JOB# 19-044.01 GPS COORDINATES	BURROW ACTIVITY		BURROW STATUS
		ACTIVE	INACTIVE	POTENTIALLY OCCUPIED
01	LATITUDE: 27°15'46.7" LONGITUDE: -80°18'48.0"	0	1	1
02	LATITUDE: 27°15'46.7" LONGITUDE: -80°18'46.5"	0	1	1
03	LATITUDE: 27°15'49.9" LONGITUDE: -80°18'42.8"	0	1	1
04	LATITUDE: 27°15'48.9" LONGITUDE: -80°18'42.6"	1	0	1
05	LATITUDE: 27°15'52.0" LONGITUDE: -80°18'39.1"	1	0	1
06	LATITUDE: 27°15'52.7" LONGITUDE: -80°18'38.8"	0	1	1
TOTAL:		2	4	6

SOURCE:HSE

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.14	DRAWING NAME: 06 - GT COORD.DWG	DATE: 18 OCTOBER 2023	FIGURE: 6 OF 10
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
GOPHER TORTOISE COORDINATES MAP

HSE
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9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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SCALE: NTS

CAPTEC Engineering, Inc.
Civil Engineering Professionals

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2701 SE WESTMORELAND 3LVD
Sec/Town/Range: 14/37S/40E
Parcel ID: 4411-701-0014-000-7
Jurisdiction: Port Saint Lucie

Use Type: 8900
Account #: 147541
Map ID: 44/14N
Zoning: Planned Un

Ownership

Port St Lucie City of
121 SW Port St Lucie BLVD
Port St Lucie, FL 34984

Legal Description

RIVER POINT PUD FIRST REPLAT (PB 41-21) TRACT J (56.443 AC) (AS PER PLAT DEDICATION DATED 10-15-02)



Current Values

Just/Market Value:	$5,600
Assessed Value:	$5,600
Exemptions:	$5,600
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	56.44
Land Size (SF):	2,458,614

Building Design Wind Speed

Occupancy Category	I	II	III & IV
Speed	140	160	170

Sources/links:

Sale History

Date:	Sep 21, 1994
Book/Page:	0923 / 0667
Sale Code:	XX02
Deed:	WD
Grantor:	Atlantic Gulf Communities Corp
Price:	$4,000,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:

SOURCE:ST. LUCIE PROPERTY APPRAISERS

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.14	DRAWING NAME: 07 - PROP CARD.DWG	DATE: 18 OCTOBER 2023	FIGURE: 7 OF 10
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
PROPERTY APPRAISERS CARD

H S E
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

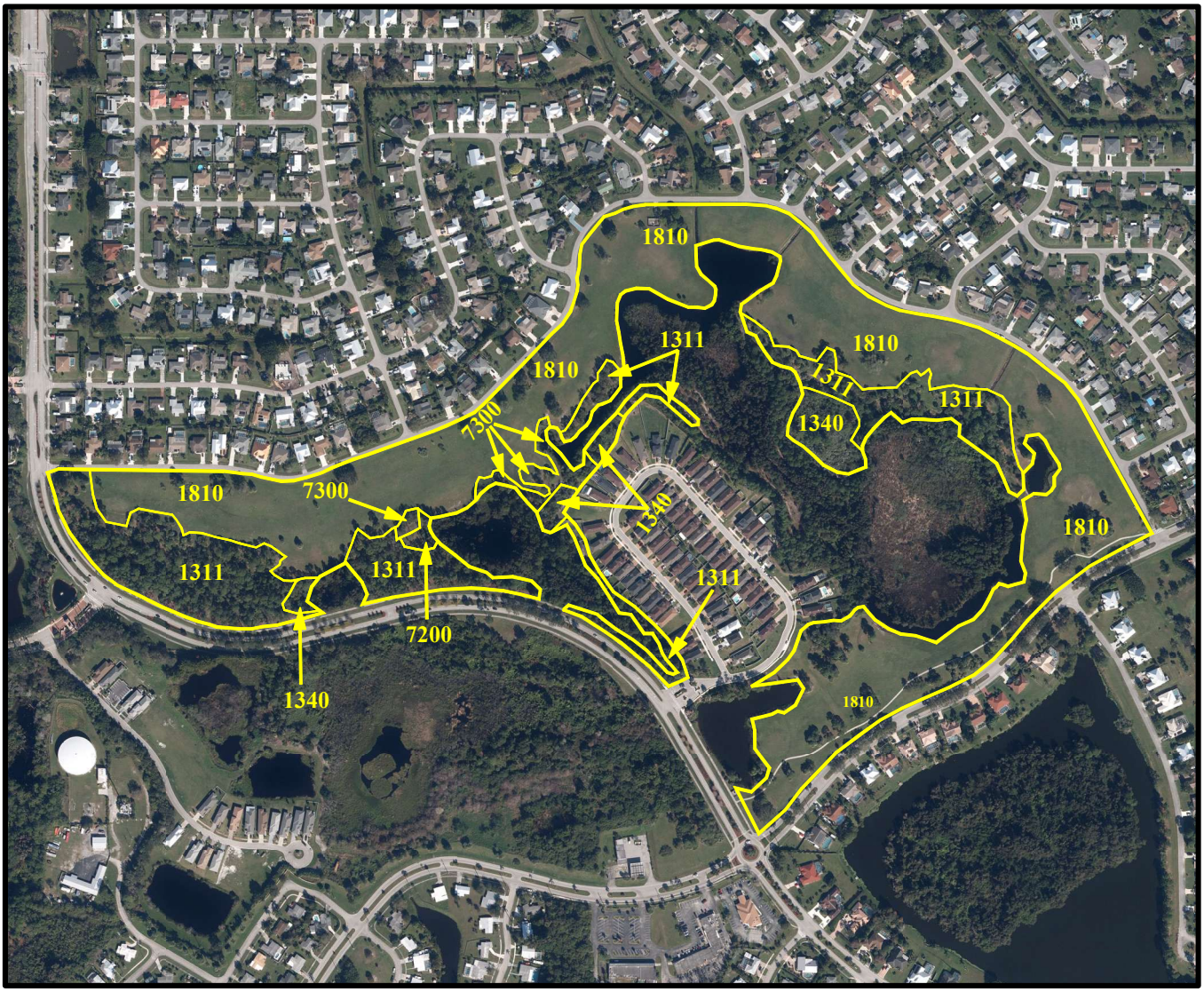
NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 325' 650' 1,300' 2,600'

SCALE: 1" = 650'



LEGEND

1311 - MESIC FLATWOODS: ±12.56 ACRES
1340 - PALMETTO PRAIRIES: ±2.34 ACRES
1810 - MOWED GRASS: ±40.14 ACRES
7200 - MELALEUCA: ±0.24 ACRES
7300 - BRAZILIAN PEPPER: ±1.16 ACRES
TOTAL: ±56.44 ACRES

SOURCE:FWC FLORIDA LAND COVER CLASSIFICATION SYSTEM

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.14	08 - CLC MAP.DWG	18 OCTOBER 2023	8 OF 10
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
CLC (VEGETATION) MAP

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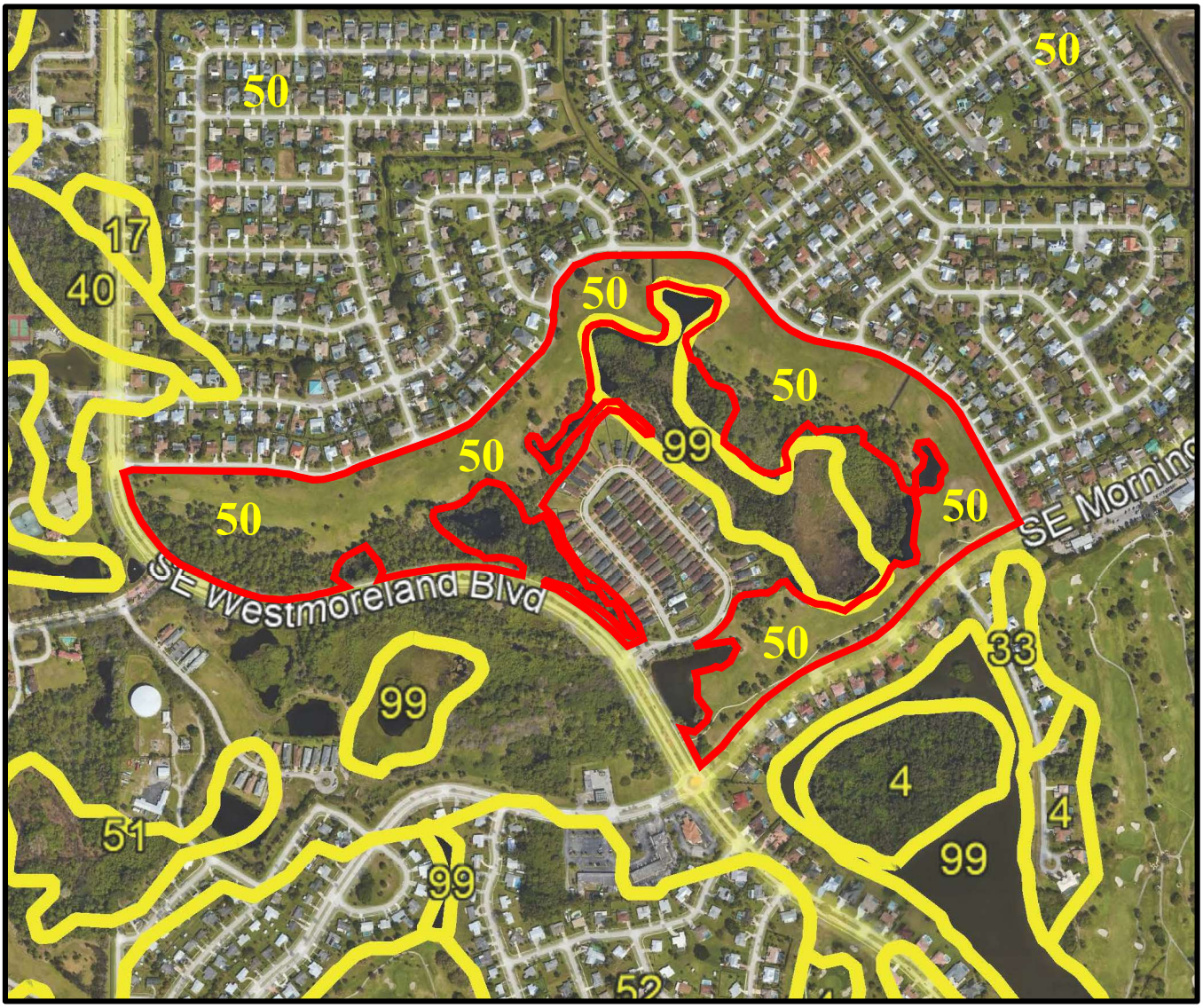
NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 400' 800' 1,600' 3,200'

SCALE: 1" = 800'



LEGEND:
50 - WAVELAND AND IMMOKALEE FINE SANDS (±56.44 ACRES)
99 - WATER (OUTSIDE PROPERTY BOUNDRY)

SOURCE: SOIL SURVEY OF ST. LUCIE COUNTY AREA, FLORIDA MARCH 1980.

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.14	09 - SOIL MAP.DWG	18 OCTOBER 2023	9 OF 10
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
NRCS SOIL MAP

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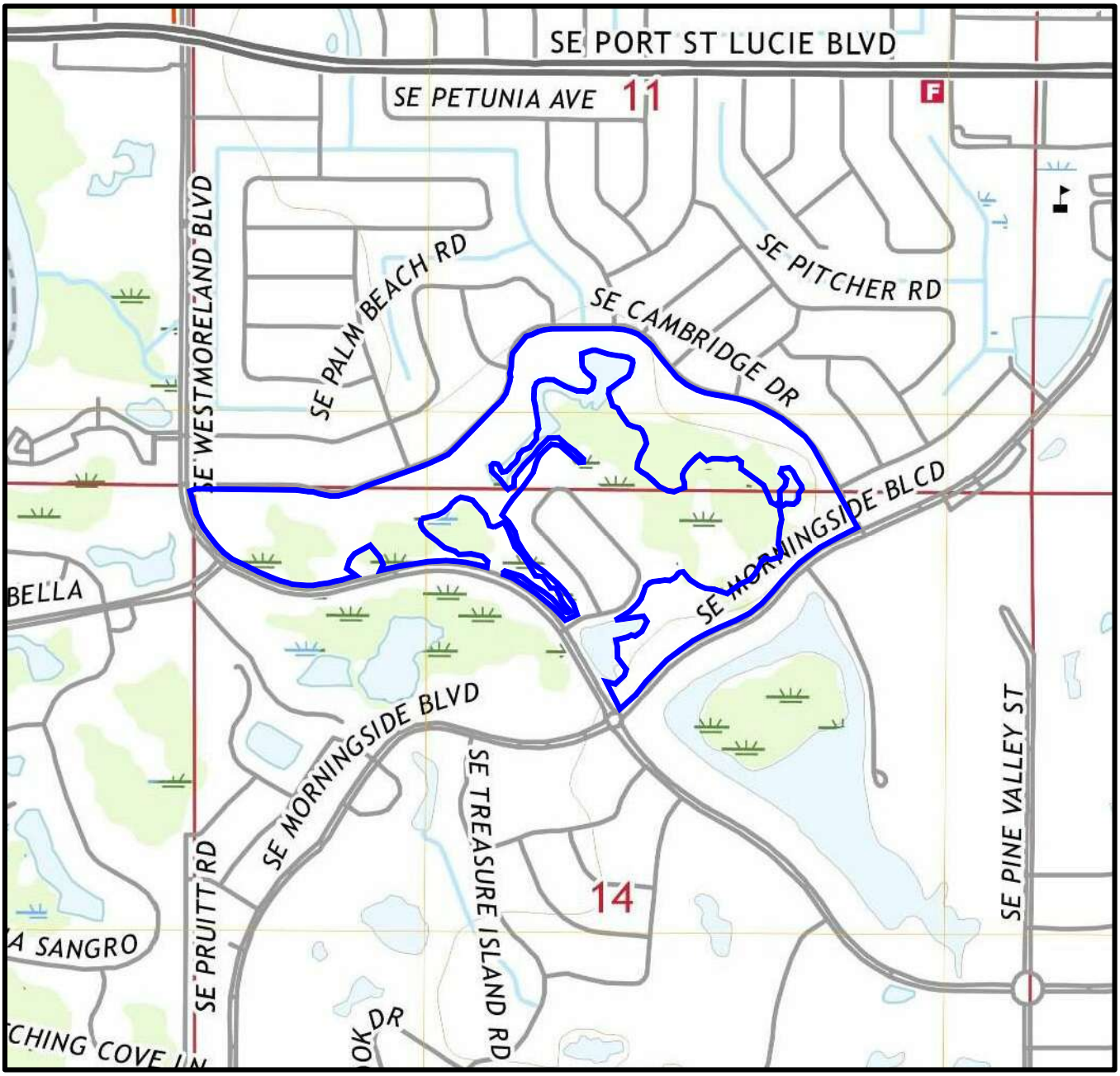
NOT A LAND BOUNDARY SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 500' 1,000' 2,000' 4,000'

SCALE: 1" = 1,000'



SOURCE: USGS ANKONA QUADRANGLE, FLORIDA 7.5 MINUTE SERIES

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.14	10 - TOPO.DWG	18 OCTOBER 2023	10 OF 10
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"		DESIGNED BY: RLW	DRAWN BY: MAR	CHECKED BY: FRP	

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
100% GOPHER TORTOISE (Gopherus polyphemus) RE-SURVEY
2021 USGS TOPOGRAPHIC MAP

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WILDERNESS TRAIL

CITY OF PORT ST. LUCIE



Wetland and Wildlife Assessment (WWA)

January 2022

Prepared for:
Harold Tourjee, Project Manager
CAPTEC Engineering, Inc.
301 NW Flagler Avenue
Stuart, FL 34994
Via E-mail: htourjee@gocaptec.com

Prepared by:
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NOTE: This Report, together with the concepts and design presented herein, as an instrument of service, is intended only for the specific purpose and Client for which it was prepared. Reuse of and improper reliance on this Report without written authorization and adaptation by Hobe Sound Environmental Consultants, Inc. shall be without liability to Hobe Sound Environmental Consultants, Inc.

WILDERNESS TRAIL

CITY OF PORT ST. LUCIE

WETLAND AND WILDLIFE ASSESSMENT REPORT (WWA)

1.00 INTRODUCTION

The following Wetland and Wildlife Assessment Report (WWA) of the Wilderness Trail project site has been prepared by Hobe Sound Environmental Consultants, Inc. (HSE). The project site consists of ±56.44 acres located in Section 14; Township 37S; Range 40E in St. Lucie County, Florida. The northwest corner of the project site is located at coordinates N27° 15' 50.04", W80° 19' 03.61"(**Appendix A: Figures 1-3 of 16**). The purpose of this report is to provide the methodologies and results of a scientific wildlife assessment for the project site. This report addresses the following environmental issues: protected species, wildlife, vegetative communities, wetlands, soils and topography. The report is based on field data collected on January 2022.

2.00 METHODOLOGY

2.01 Protected Species/Wildlife Survey

2.01.1 Objective

Conduct a systematic survey for flora and fauna that may occur within the project site and note the presence of any protected species listed in *Florida's Official Endangered and Threatened Species List* Updated December, 2018, Florida Fish and Wildlife Conservation Commission (FFWCC).

The state lists of animals are maintained by the FFWCC and categorized as endangered, threatened, and species of special concern, in accordance with rules 68A-27.003, 68A-27.004, and 68A-27.005, respectively, Florida Administrative Code (F.A.C.). The state lists of plants are categorized into endangered, threatened, and commercially exploited, and are maintained by the Florida Department of Agriculture and Consumer Services (DOACS) via Chapter 5B-40, F.A.C.

The federal agencies that share the authority to list species as Endangered and Threatened are the National Oceanic and Atmospheric Administration-National Marine Fisheries Service (NOAA-NMFS) and the U.S. Fish and Wildlife Service (USFWS). The NOAA-NMFS is responsible for listing most marine species. The federal list of animals and plants is administered by the USFWS, and is published in 50 CFR 17 (animals) and 50 CFR 23 (plants).

2.01.2 Methodology

Following are the methodologies biologists used to conduct the wildlife/protected species survey.

- Biologists conducted pedestrian transects throughout the project site.
- The transects meandered through areas of suitable habitat within the entire project area.
- Biologists recorded sightings, tracks, scat, tree markings, nests, cavities, and burrows.

2.02 Gopher Tortoise and Other Burrow Commensals

2.02.1 Objective

Conduct a 100% systematic survey within and around the boundaries of the project site to locate any gopher tortoise (*Gopherus polyphemus*) burrows and the eastern indigo snake (*Drymarchon corais couperi*).

2.02.2 Methodology

Biologists followed the survey protocol as recommended in *Ecology and Habitat Protection Needs of Gopher Tortoise (Gopherus polyphemus) Populations Found on Lands Slated for Large-scale Development in Florida*; Non-game Wildlife Program, Technical Report #4, Florida Game and Fresh Water Fish Commission (FGFWFC), now known as FFWCC, Tallahassee, Florida, December 1987, and

Gopher Tortoise Permitting Guidelines, FFWCC, Tallahassee, Florida April 2008 (Updated July 2020).

- Biologists conducted pedestrian transects on 25 & 26 January 2022 **(Appendix A: Figure 4 of 16)**.
- All gopher tortoise burrows located were flagged as either abandoned or potentially occupied, if appropriate.
- All gopher tortoise burrows located were assigned an identification number and recorded, if appropriate.
- Biologists field located all gopher tortoise burrows on an aerial photograph, if appropriate (**Appendix A: Figure 5 of 16**).
- Additional data and notes were collected by biologists for the occurrence of the eastern indigo snake.

2.03 Vegetation Survey (CLC)

2.03.1 Objective

To map vegetation within the boundaries if the project site according to *The Florida Cooperative Land Cover Map* (CLC).

2.03.2 Methodology

Biologists used the following methodology to map vegetation found on the project site:

- Biologists used *The Florida Cooperative Land Cover Map (CLC).*
- Biologists based vegetative community descriptions on field surveys, United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) soil maps, and aerial photograph interpretations.

2.04 Jurisdictional Wetlands

2.04.1 Objective

To identify and locate State of Florida (South Florida Water Management District; SFWMD) and Federal (Florida Department of Environmental Protection, State 404; FDEP) jurisdictional wetlands that may occur within the boundaries of the project site.

2.04.2 Methodology

Biologists used the following methodologies to locate State of Florida and Federal jurisdictional wetlands on-site.

- Biologists delineated wetlands according to Florida Administrative Code (F.A.C.) 62-340, as appropriate.
- Biologists flagged the wetlands with consecutively numbered flagging tape marked "Wetland Delineation", as appropriate.
- Biologists marked the approximate wetland locations on a St. Lucie County aerial photograph, if appropriate.

2.05 Soils

2.05.1 Objective

To identify project soil types according to the NRCS.

2.05.2 Methodology

Biologists used the following methodology to identify soil types found on the project sites.

- Project soils were mapped according to the *Soil Survey of St. Lucie County Area, Florida*, April 1981, USDA.

2.06 Topography

2.06.1 Objective

To identify the topography of the project sites.

2.06.2 Methodology

Biologists used the following methodologies to identify the topography of the project site.

- Biologists used the *U.S. Geological Survey* (USGS) *Topographic Map* to determine on-site topography.

3.00 RESULTS

3.01 Protected Species/Wildlife Survey

3.01.1 Gopher Tortoise and Other Burrow Commensals

The gopher tortoise is designated as threatened (T) by the State of Florida. The eastern indigo snake is designated as threatened (T) by the State of Florida and the USFWS. These species are protected under regulations set forth in the Florida Administrative Code (F.A.C.) of the State of Florida, Chapter 68, Fish and Wildlife Conservation Commission., Rule 68A-3.001 and 68A-25.002, as well as Chapter 68A-27. Twelve (12) potentially occupied gopher tortoise burrows were located by biologists during the gopher tortoise and commensal species survey **(Appendix A: Figure 5 of 16).** The estimated gopher tortoise population is six (6). Commensal species such as the eastern indigo snake (EIS) were not observed on-site, although suitable habitat does exist. HSE biologists applied an Eastern Indigo Snake Determination key as follows, as per USFWS memo dated 25 January 2010, updated 13 August 2013 and revised 01 August 2017.

Eastern Indigo Snake Determination Key

A. Project is not located in open water or salt marsh.....go to B

Project is located solely in open water or salt marsh....."no effect"

B. Permit will be conditioned for use of the Service's *Standard Protection Measures for the Eastern Indigo Snake* during site preparation and project construction ..... go to C

Permit will not be conditioned as above for the eastern indigo snake, or it is not known whether an applicant intends to use these measures and consultation with the Service is requested[2]....."may effect"

C. The project will impact less than 25 acres of eastern indigo snake habitat (eg., sandhill, scrub, pine flatwoods, pine rocklands, scrubby flatwoods, high pine, dry prairie, coastal prairie, mangrove swamps, tropical hardwood hammocks, hydric hammocks, edges of freshwater marshes, agricultural fields [including sugar cane fields and active, inactive or abandoned citrus groves], and coastal dunes).....go to D

The project will impact more than 25 acres of xeric habitat (eg., sandhill, scrub, pine flatwoods, pine rocklands, scrubby flatwoods, high pine, dry prairie, coastal prairie, mangrove swamps, tropical hardwood hammocks, hydric hammocks, edges of freshwater marshes, agricultural fields [including sugar cane fields and active, inactive or abandoned citrus groves], and coastal dunes)....."may affect"

D. The project has no known holes, cavities, active or inactive gopher tortoise burrows, or other underground refugia where a snake could be buried, trapped and/or injured..... "NLAA"

The project has holes, cavities, active or inactive gopher tortoise burrows, or other underground refugia where a snake could be buried, trapped and/or injured.....go to E

E. Any permit will be conditioned such that all gopher tortoise burrows, active and inactive, will be evacuated prior to site manipulation in the vicinity of the burrow[1]. If an eastern indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Any permit will also be conditioned such that holes, cavities, and snake refugia other than gopher tortoise burrows will be inspected each morning before planned site manipulation of a particular area, and, if occupied by an eastern indigo snake, no work will commence until the snake has vacated the vicinity of proposed work..... "NLAA[2]"

Permit will not be conditioned as outlined above..... "may affect"

End Key

[1] If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via Florida Fish and Wildlife Conservation Commission Authorized Gopher Tortoise Agent permit. The excavation method selected should also minimize the potential for injury of an indigo snake. Applicants should follow the excavation guidance provided within the most current Gopher Tortoise Permitting Guidelines found at http://myfwc.com/gophertortoise

[2]Please note, if the proposed project will impact less than 25 acres of vegetated eastern indigo snake habitat (not urban/human-altered) completely surrounded by urban development, and an eastern indigo snake has been observed on site, NLAA is not the appropriate conclusion. The Service recommends formal consultation for this situation because of the expected increased value of the vegetated habitat within the individual's home range.

No eastern indigo snakes were observed on-site by HSE biologists and the key has determined that the proposed project "NLAA" (not likely to adversely affect) this species. Although the project does not propose to impact more than 25 acres of suitable habitat for the EIS, it is HSE's professional opinion that precautionary measures should be taken to avoid harming any indigo snakes due to the surrounding habitat. HSE will provide EIS Contractor Sensitivity Training (CST), educational posters, and brochures to the client to ensure the safety of any indigo snakes that may be found on the project site. The CST shall be required for all construction personnel prior to onset of construction activities.

3.01.2 Other Protected Fauna

Various species of fauna were observed on-site during the pedestrian transect survey and are listed in **Table 1**. Protected species that potentially occur in St. Lucie County are listed in **Table 2**. Likelihood of these species occurrence within the project site according to the Florida Natural Areas Inventory (FNAI) Biodiversity Matrix is also listed in **Table 2**.

The project site is within the consultation area of the state protected Florida pine snake (*Pituophis melanoleucus mugitus*) **(Appendix A: Figure 6 of 16).** These snakes occupy a variety of upland habitats around the state, but they prefer dry habitats with moderate to open canopy cover and sandy, well-drained soils, mostly pines and scrubby oaks. It is HSE's professional opinion that no suitable habitat

Table 1: Wildlife Observed on the Wilderness Trail Project Site

A. Reptiles & Amphibians

Common Name	Scientific Name	Protected Species	
		State	Federal
Brown anole	*Anolis sagrei*	---	---
Black racer	*Coluber constrictor*	---	---
Gopher tortoise	*Gopherus polyphemus*	T	C

B. Birds

Common Name	Scientific Name	Protected Species	
		State	Federal
Cattle egret	*Bubulcus ibis*	---	---
Red-shouldered hawk	*Buteo lineatus*	---	---
Northern cardinal	*Cardinalis cardinalis*	---	---
Turkey vulture	*Cathartes aura*	---	---
Black vulture	*Coragyps atratus*	---	---
Fish crow	*Corvus ossifragus*	---	---
Blue-jay	*Cyanocitta cristata*	---	---
Gray catbird	*Dumetella carolinensis*	---	---
White ibis	*Eudocimus albus*	---	---
Red-bellied woodpecker	*Melanerpes carolinus*	---	---
Northern mockingbird	*Mimus polyglottos*	---	---
Osprey	*Pandion haliaetus*	---	---
Glossy ibis	*Plegadis falcinellus*	---	---
Blue-gray gnatcatcher	*Polioptila caerulea*	---	---
Boat-tailed grackle	*Quiscalus major*	---	---
Common grackle	*Quiscalus quiscula*	---	---
Eastern phoebe	*Sayornis phoebe*	---	---
Palm warbler	*Setophaga palmarum*	---	---
Pine warbler	*Setophaga pinus*	---	---
European starling	*Sturnus vulgaris*	---	---
Brown thrasher	*Toxostoma rufum*	---	---
Mourning dove	*Zenaida macroura*	---	---

C. Mammals

Common Name	Scientific Name	Protected Species	
		State	Federal
Nine-banded armadillo	*Dasypus novemcinctus*	---	---
Virginia opossum	*Didelphis virginiana*	---	---
Raccoon	*Procyon lotor*	---	---
Gray squirrel	*Sciurus carolinensis*	---	---
Eastern cottontail	*Sylvilagus palustris*	---	---

*T = Threatened (State or Federal), C = Candidate for Endangered and/or Threatened

Table 2: 2019 Federal/State Listed Fauna and Flora Potentially Found in St. Lucie County, FL

A. Fish/ Aquatic Macroinvertebrates

COMMON NAME	SCIENTIFIC NAME	FEDERAL STATUS+	STATE STATUS++ (FLORIDA)	EXISTING HABITAT ON-SITE	LIKELIHOOD OF OCCURRENCE	NOTES
Striped croaker	*Bairdiella sanctaeluciae*	SC	N	No	not likely	not observed during preliminary pedestrian transects
Opossum pipefish	*Oostethus brachyurus*	SC	N	No	not likely	not observed during preliminary pedestrian transects

B. Reptiles & Amphibians

COMMON NAME	SCIENTIFIC NAME	FEDERAL STATUS+	STATE STATUS++ (FLORIDA)	EXISTING HABITAT ON-SITE	LIKELIHOOD OF OCCURRENCE	NOTES
American alligator	*Alligator mississipiensis*	SAT	FT(S/A)	No	not likely	not observed during preliminary pedestrian transects
Loggerhead sea turtle	*Caretta caretta*	T	FT	No	not likely	not observed during preliminary pedestrian transects
Green sea turtle	*Chelonia mydas*	T	FT	No	not likely	not observed during preliminary pedestrian transects
Leatherback turtle	*Dermochelys coriacea*	E	FE	No	not likely	not observed during preliminary pedestrian transects
Eastern indigo snake	*Drymarchon corais couperi*	T	FT	Yes	likely	not observed during preliminary pedestrian transects
Hawksbill sea turtle	*Eretmochelys imbricata*	E	FE	No	not likely	not observed during preliminary pedestrian transects
Gopher tortoise	*Gopherus polyphemus*	C	ST	Yes	likely	observed during preliminary pedestrian transects
Kemp's Ridley Sea Turtle	*Lepidochelys kempii*	E	FE	No	not likely	not observed during preliminary pedestrian transects
Pine Snake	*Pituophis melanoleucus*	---	ST	No	not likely	not observed during preliminary pedestrian transects

Table 2, continued.

C. Birds

COMMON NAME	SCIENTIFIC NAME	FEDERAL STATUS+	STATE STATUS++ (FLORIDA)	EXISTING HABITAT ON-SITE	LIKELIHOOD OF OCCURRENCE	NOTES
Florida Sandhill Crane	*Antigone canadensis pratensis*	---	ST	No	not likely	not observed during preliminary pedestrian transects
Florida Scrub-Jay	*Aphelocoma coerulescens*	T	FT	No	not likely	not observed during preliminary pedestrian transects
Florida Burrowing Owl	*Athene cunicularia floridana*	---	ST	No	not likely	not observed during preliminary pedestrian transects
Crested Caracara	*Caracara cheriway*	T	FT	No	not likely	not observed during preliminary pedestrian transects
Red-cockaded Woodpecker	*Dryobates borealis*	E	FE	No	not likely	not observed during preliminary pedestrian transects
Little Blue Heron	*Egretta caerulea*	---	ST	No	not likely	observed during preliminary pedestrian transects
Tri-colored Heron	*Egretta tricolor*	---	ST	No	not likely	observed during preliminary pedestrian transects
American Oystercatcher	*Haematopus palliatus*	---	ST	No	not likely	not observed during preliminary pedestrian transects
Wood Stork	*Mycteria americana*	T	FT	No	not likely	not observed during preliminary pedestrian transects
Roseate Spoonbill	*Platalea ajaja*	---	ST	No	not likely	not observed during preliminary pedestrian transects
Snail Kite	*Rostrhamus sociabilis*	E	FE	No	not likely	not observed during preliminary pedestrian transects
Black Skimmer	*Rynchops niger*	---	ST	No	not likely	not observed during preliminary pedestrian transects
Least Tern	*Sternula antillarum*	N	S	No	not likely	not observed during preliminary pedestrian transects

Table 2, continued.

D. Mammals

COMMON NAME	SCIENTIFIC NAME	FEDERAL STATUS+	STATE STATUS++ (FLORIDA)	EXISTING HABITAT ON-SITE	LIKELIHOOD OF OCCURRENCE	NOTES
Southeastern Beach Mouse	*Peromyscus polionotus niveiventris*	T	FT	No	not likely	not observed during preliminary pedestrian transects
West Indian manatee	*Trichechus manatus*	T	FT	No	not likely	not observed during preliminary pedestrian transects

E. Vascular Plants

COMMON NAME	SCIENTIFIC NAME	FEDERAL STATUS+	STATE STATUS++ (FLORIDA)	EXISTING HABITAT ON-SITE	LIKELIHOOD OF OCCURRENCE	NOTES
Sand-dune spurge	*Chamaesyce cumulicola*	N	E	No	not likely	not observed during preliminary pedestrian transects
Piedmont jointgrass	*Coelorachis tuberculosa*	N	T	No	not likely	not observed during preliminary pedestrian transects
Large-flowered rosemary	*Conradina grandiflora*	N	T	No	not likely	not observed during preliminary pedestrian transects
Lakela's balm	*Dicerandra immaculata var. immaculata*	E	E	No	not likely	not observed during preliminary pedestrian transects
Savanna balm	*Dicerandra immaculata var. savannarum*	E	E	No	not likely	not observed during preliminary pedestrian transects
Coastal vervain	*Glandularia maritima*	N	E	No	not likely	not observed during preliminary pedestrian transects
Johnson's seagrass	*Halophila johnsonii*	T	E	No	not likely	not observed during preliminary pedestrian transects
Fragrant prickly apple	*Harrisia fragrans*	E	E	No	not likely	not observed during preliminary pedestrian transects
Sea rosemary	*Heliotropium gnaphalodes*	N	E	No	not likely	not observed during preliminary pedestrian transects
Nodding pinweed	*Lechea cernua*	N	T	No	not likely	not observed during preliminary pedestrian transects

Table 2, continued.

Burrowing four-o'clock	*Okenia hypogaea*	N	E	No	not likely	not observed during preliminary pedestrian transects
Hand fern	*Ophioglossum palmatum*	N	E	No	not likely	not observed during preliminary pedestrian transects
Terrestrial peperomia	*Peperomia humilis*	N	E	No	not likely	not observed during preliminary pedestrian transects
Blunt-leaved peperomia	*Peperomia obtusifolia*	N	E	No	not likely	not observed during preliminary pedestrian transects
Tiny polygala	*Polygala smallii*	E	E	No	not likely	not observed during preliminary pedestrian transects
Giant orchid	*Pteroglossaspis ecristata*	N	T	No	not likely	not observed during preliminary pedestrian transects
Scrub bluestem	*Schizachyrium niveum*	N	E	No	not likely	not observed during preliminary pedestrian transects
Coastal hoary-pea	*Tephrosia angustissima var. curtissii*	N	E	No	not likely	not observed during preliminary pedestrian transects

+Federal Status: U.S. Fish and Wildlife Service (FWS)

E - Endangered
PE - Proposed for Endangered
T - Threatened
PT - Proposed for Threatened
C - Candidate for Endangered and/or Threatened
E (S/A) - Endangered due to similarity of appearance
T (S/A) - Threatened due to similarity of appearance

++State of Florida Status: Florida Fish and Wildlife Conservation Commission (FFWCC)

Animals:

E - Endangered
T - Threatened
SSC - Species of Special Concern
N - Not currently listed
FT - Federally threatened
ET - Federally endangered

Plants:

E- Endangered
T- Threatened
N- Not currently listed

exists on-site for the Florida pine snake.

The site is within the core foraging area of three (3) wood stork (*Mycteria americana*) colonies **(Appendix A: Figure 7 of 16)**. Therefore the wood stork key was utilized below to determine if the project would affect the species.

Wood Stork Key for South Florida

A. Project within 0.76 km (0.47 mile)[2] of an active colony site[3]. "may affect[4]"

Project impacts Suitable Foraging Habitat (SFH) at a location greater than 0.76 km (0.47 mile) from a colony site.....“go to B”

Project does not affect SFH [5]..... “no effect.[1]"

B. Project impact to SFH is less than 0.20 hectare (0.5 acre)[6] .....“NLAA[1]"

Project impact to SFH is greater in scope that 0.20 hectare (one-half acre).....“go to C”

C. Project impacts to SFH not within the CFA (29.9 km, 18.6 miles) of a colony site ..... “go to D”

Project impacts to SFH within the CFA of a colony site.....“go to E”

D. Project impacts to SFH have been avoided and minimized to the extent practicable, and compensation (Service approved mitigation bank or as provided in accordance with Mitigation Rule 33 CFR Part6 332) for unavoidable impacts is proposed in accordance with the CWA section 404(b)(1) guidelines and habitat compensation replaces the foraging value matching the hydroperiod[7] of the wetlands affected and provides foraging value similar to, or higher than, that of impacted wetlands. See Appendix 3 for a detailed discussion of the hydroperiod foraging values, an example, and further guidance[8].....“NLAA”

Project not as above..... “may affect[4]"

E. Project provides SFH compensation in accordance with the CWA section 404(b)(1) guidelines and is not contrary to the HMG; habitat compensation is within the appropriate CFA or within the service area of a Service-approved mitigation bank; and habitat compensation replaces foraging value, consisting of wetland enhancement or restoration matching the hydroperiod[6] of the wetlands affected, and provides foraging value similar to, or higher

than, that of impacted wetlands. See Appendix 3 for a detailed discussion of the hydroperiod foraging values, as example, and further guidance[8]..... "NLAA"

Project does not satisfy these elements..... "may affect"

End Key

* This Wood Stork Key does not apply to Comprehensive Everglades Restoration Plan projects, as they will require project-specific consultations with the Service.

[1] With an outcome of "no effect" or "NLAA" as outlined in this key, and the project has less than 20.2 hectares (50 acres) of wetland impacts, the requirements of section 7 of the Act are fulfilled for the wood stork and no further action is required. For projects with greater than 20.2 hectares (50 acres) of wetland impacts, written concurrence of NLAA from the Service is necessary.

[2] Within the secondary zone (the average distance from the border of a colony to the limits of the secondary zone is 0.76 km (2,500 feet, or 0.47 mi).

[3] An active colony is defined as a colony that is currently being used for nesting by wood storks or has historically over the last 10 years been used for nesting by wood storks.

[4] Consultation may be concluded informally or formally depending on project impacts.

[5] Suitable foraging habitat (SFH) are wetland that typically have shallow-open water areas that are relatively calm and having a permanent or seasonal water depth between 5 to 38 cm (2 to 15 inches) deep. Other shallow non-wetland water bodies are also SFH. SFH supports and concentrates, or is capable of supporting and concentrating small fish, frogs, and other aquatic prey. Examples of SFH include, but are not limited to freshwater marshes, small ponds, shallow, seasonally flooded roadside or agricultural ditches, seasonally flooded pastures, narrow tidal creek or shallow tidal pools, managed impoundments, and depressions in cypress heads and swamp sloughs.

[6] On an individual basis, SFH impacts to wetlands less than 0.20 hectares (one-half acre) generally will not have a measurable effect on wood storks, although we request that the Corps require mitigation for these losses when appropriate. Weed storks are a wide ranging species, and individually, habitat change form impacts to SFH less than one-half acre are not likely to adversely affect wood storks. However, collectively they may have an effect and therefore regular monitoring and reporting of these effects are important.

[7] Several researchers (Fleming et al. 1994; Ceilley and Bortone 2000) believe that the short hydroperiod wetlands provide a more important pre-nesting foraging food source and a greater early nestling survivor value for wood storks than the foraging base (grams of fish per square meter) that short hydroperiod wetlands provide. Although the short hydroperiod wetlands may provide less fish, these prey bases historically were more extensive and met the foraging needs of the pre-nesting storks and the early-age nestlings. Nest productivity may suffer as a result of the loss of short hydroperiod wetlands. We believe that most wetland fill and excavation impacts permitted in south Florida are in short hydroperiod wetlands. Therefore, we believe that it is especially important that impacts to these shore

hydroperiod wetlands within CFAs are avoided, minimized, and compensated fro by enhancement/restoration of short hydroperiod wetlands.

[8] For this Key, the Service requires an analysis of foraging prey base losses and enhancements from the proposed action as shown in the examples in Appendix 3 for projects with greater that 2.02 hectares (5 acres) of wetland impacts. For projects with less that 2.02 hectares (5 acres) of wetland impacts, an individual foraging prey base analysis is not necessary although type for type wetland compensation is still a requirement of the Key.

The key was completed under the presumption that all proposed construction will take place wholly within the limits of the project site, and no SFH was observed within these boundaries. Therefore, a determination is made that the proposed project will have "*no effect*" on wood storks.

There are zero (0) known bald eagle (*Haliaeetus leucocephalus*) nests within one (1) mile of the project site (**Appendix A: Figure 8 of 16**). It is HSE's opinion that the proposed project will not adversely impact any nests, nor any suitable foraging habitat.

The site is within the consultation area for the Everglades snail kite (*Rostrhamus sociabilis*), the red-cockaded woodpecker (*Dryobates borealis*), Florida scrub-jay (*Aphelocoma coerulescens*) and crested caracara (*Caracara cheriway*). However, none of these species were observed on-site, there is no suitable habitat on-site for any of them. It is HSE's opinion that the proposed project is not likely to adversely affect these species (**Appendix A: Figures 9-12 of 16**).

3.02 Vegetation (CLC)

Vegetation associations present on-site were mapped using CLC. The classifications used represent the closest facsimile possible to the natural community present. The CLC map is depicted in **Appendix A: Figure 13 of 16**.

194 - *Open Land (±40.14 acres)*

Most of the site includes open land, formerly part of a golf course, adjacent to a residential community. Nonnative vegetation dominates the groundcover strata and includes, but is not limited to bahiagrass (*Paspalum notatum*) and guineagrass

(*Urochloa maxima*), Mexican clover (*Richardia spp.*) and false buttonweed (*Spermacoce verticillata*). Remnant trees and woody shrubs are sparse and include, but are not limited to slash pine (*Pinus elliottii*), Darlington oak (*Quercus hemisphaerica*), live oak (*Quercus virginiana*), cabbage palm (*Sabal palmetto*), wax myrtle (*Morella cerifera*), saw palmetto (*Serenoa repens*) and royal poinciana (*Delonix regia*).

321 - *Palmetto Prairies (±2.34 acres)*

Some small sections of the more densely vegetated areas within the project boundaries are dominated by saw palmetto while lacking a significant canopy coverage. Sparse canopy trees include, but are not limited to slash pine, live oak, and Darlington oak. Other species observe in the understory include, but are not limited to fetterbrush (*Lyonia lucida*), gallberry (*Ilex glabra*), muscadine grape (*Vitis rotundifolia*), greenbrier (*Smilax spp.*) and exotic rose-myrtle (*Rhodomyrtus tomentosa*).

411 - *Pine flatwoods (±12.56 acres)*

Most of the more densely vegetated areas of the site are at least 60% covered by a canopy dominated by slash pine with an understory dominated by saw palmetto. Some areas are covered by a more mixed canopy that may also include Darlington oak, live oak, cabbage palm, red bay (*Persea borbonia*) and strangler fig (*Ficus aurea*). Understory vegetation would also exhibit varied mixtures including, but not limited to fetterbrush, gallberry, muscadine grape, greenbrier, love vine (*Cassytha filiformis*) and shiny blueberry (*Vaccinium myrsinites*). Exotic species can also be observed covering as much as 40% of the aerial space in some sections. Observed exotics include, but are not limited to Brazilian pepper (*Schinus terebinthifolia*), earleaf acacia (*Acacia auriculiformis*), Indian laurel (*Ficus microcarpa*), melaleuca (*Melaleuca quinquenervia*), rose-myrtle, strawberry guava (*Psidium cattleianum*) Java plum (*Syzygium cumini*), carrotwood (*Cupaniopsis anacardioides*), umbrella tree (*Schefflera actinophylla*) and Japanese climbing fern (*Lygodium japonicum*).

422 - *Brazilian Pepper (±1.16 acres)*

Some areas are dominated by Brazilian pepper (60-90% coverage) and may be exhibiting other associated exotics including, but not limited to earleaf acacia, carrotwood, rose-myrtle, strawberry guava and umbrella tree.

424 - *Melaleuca (±0.24 acres)*

A small stand of melaleuca (60-90% coverage) is present on top of a small hill, which was likely a large mound left from earth-moving activities that would have occurred decades ago.

3.03 Jurisdictional Wetlands

It is HSE's professional opinion that there are no (0) jurisdictional wetlands on the project site **(Appendix A: Figure 14 of 16)**. It is HSE's opinion that all construction should be conducted under Best Management Practices (BMP) in order to avoid any impacts to the wetlands that lie adjacent to the project site. These off-site wetlands have not been formally delineated by HSE, as the limits do not appear to cross into the boundaries of the project site. However, the project site has not been verified by State or Federal agencies.

3.04 Soils

The United States Department of Agriculture, NRCS, has mapped the surficial soil types within the project site. The sole soil type above the water table on the project site is *50 - Waveland and Immokalee fine sands* according to NRCS data (**Appendix A: Figure 15 of 16**.) The resulting soil delineations were published in the *Soil Survey of St. Lucie County Area, Florida*, April 1981. Detailed and complete descriptions of each of these soil communities are presented in the St. Lucie County Soil Survey, and therefore are not included herein. Soil types mapped by the NRCS are generally limited to the upper 60 to 72 inches of the soil profile and are distinguished by several factors. These factors include soil drainage, topography, presence or absence of restrictive or clayey hardpan type soils, and the depth and range in fluctuation of the groundwater table associated with each soil type.

3.05 Topography

According to the *USGS Topographic Map*, site elevations range from 5'-15' NGVD. **Appendix A: Figure 16 of 16** depicts the USGS Topographic Map for the project site.

4.00 CONCLUSIONS

- There were twelve (12) potentially occupied gopher tortoise burrows located during the pedestrian transects. The estimated gopher tortoise population in six (6).

- No eastern indigo snakes were observed on-site by HSE biologists and the key has determined that the proposed project "NLAA" (not likely to adversely affect) this species. Although the project does not propose to impact more than 25 acres of suitable habitat for the EIS, it is HSE's professional opinion that precautionary measures should be taken to avoid harming any indigo snakes due to the surrounding habitat.

- The key was completed under the presumption that all proposed construction will take place wholly within the limits of the project site, and no SFH was observed within these boundaries. Therefore, a determination is made that the proposed project will have "no effect" on wood storks.

- There are zero (0) known bald eagle nests within one (1) mile of the project site, and it is HSE's opinion that the proposed project will not adversely affect any eagle nests, nor any suitable foraging habitat.

- It is HSE's opinion that the proposed project is not likely to adversely affect Florida pine snake, Everglades snail kite, red-cockaded woodpecker, Florida scrub-jay, nor the crested caracara. There is no suitable habitat on-site for these any of these species, and none were observed on-site.

- Vegetation associations present on-site were mapped using CLC.

- It is HSE's professional opinion that there are no (0) jurisdictional wetlands on the project site. It is HSE's opinion that all construction should be conducted under Best Management Practices (BMP) in order to avoid any impacts to the wetlands that lie adjacent to the project site. These off-site wetlands have not been formally delineated by HSE, as the limits to not appear to cross into the boundaries of the project site. However, the project site has not been verified by State or Federal agencies.

- The surficial soils within the project site were mapped according to the NRCS.

- Site elevations range from 5'-15' NGVD according to the USGS.

APPENDIX A

PROJECT FIGURES

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE 0F AND IMPROPER RELIANCE ON THIS DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

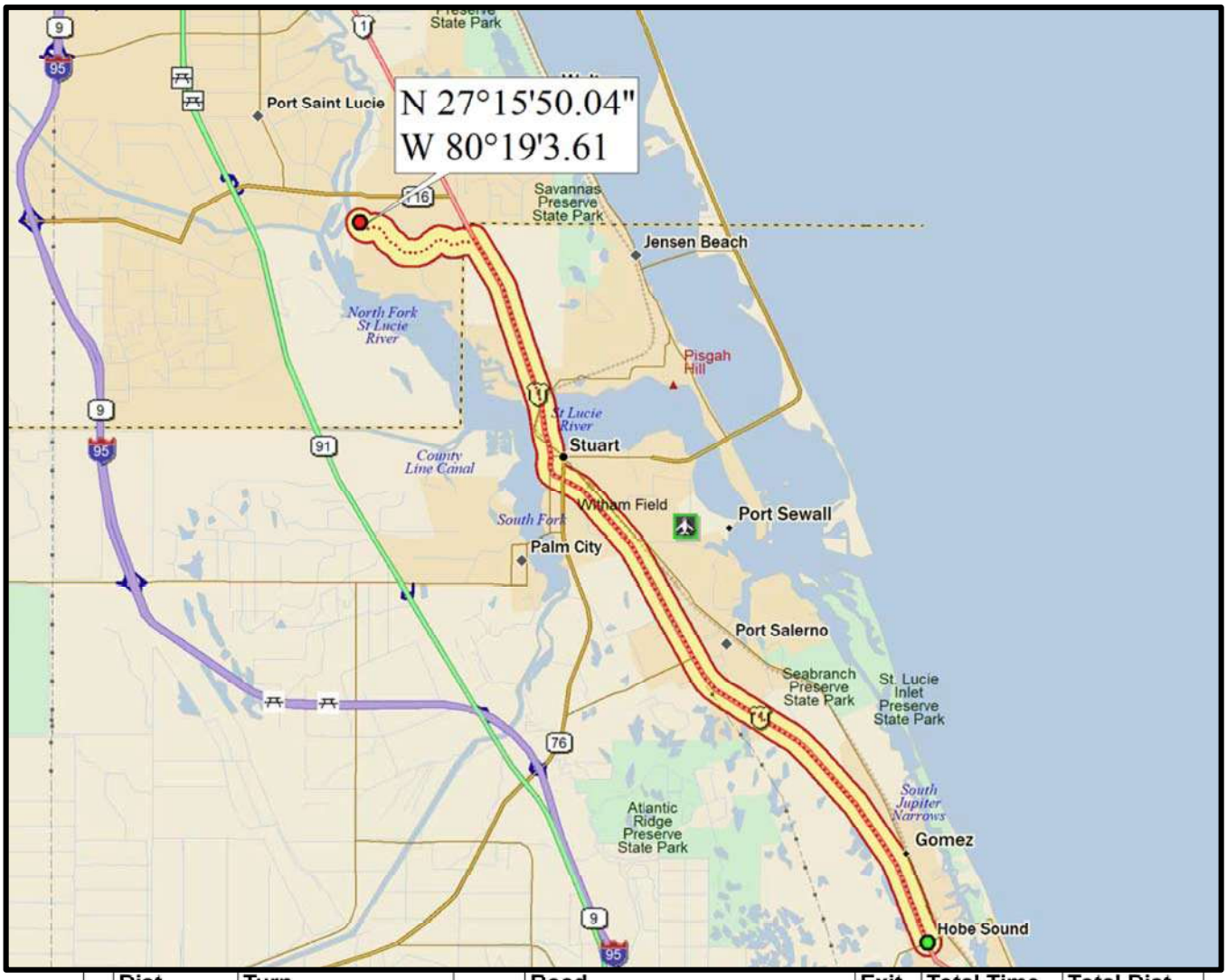
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 9,000' 18,000' 36,000' 72,000'

SCALE: 1" = 18,000'



		Dist	Turn		Road	Exit	Total Time	Total Dist
			Start	at	US 1		00:00:00	0.00 mi
			Go straight (NNW)	on	US 1 (SR 5|SE Federal Hwy)		00:00:00	0.00 mi
	in	16.93 mi	Turn left (WSW)	on to	W Moreland Blvd		00:35:47	16.93 mi
	in	0.23 mi	Go straight (W)	on to	SE Westmoreland Blvd		00:36:10	17.16 mi
	in	2.47 mi	Finish	at	SE Westmoreland Blvd		00:42:50	19.63 mi

Total Time: 00:42:50 Total Distance: 19.63 mi

SOURCE: DELORME STREET ATLAS USA, 2015

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	01 - VIC MAP.DWG	19 APRIL 2021	1 OF 16
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
PROJECT VICINITY MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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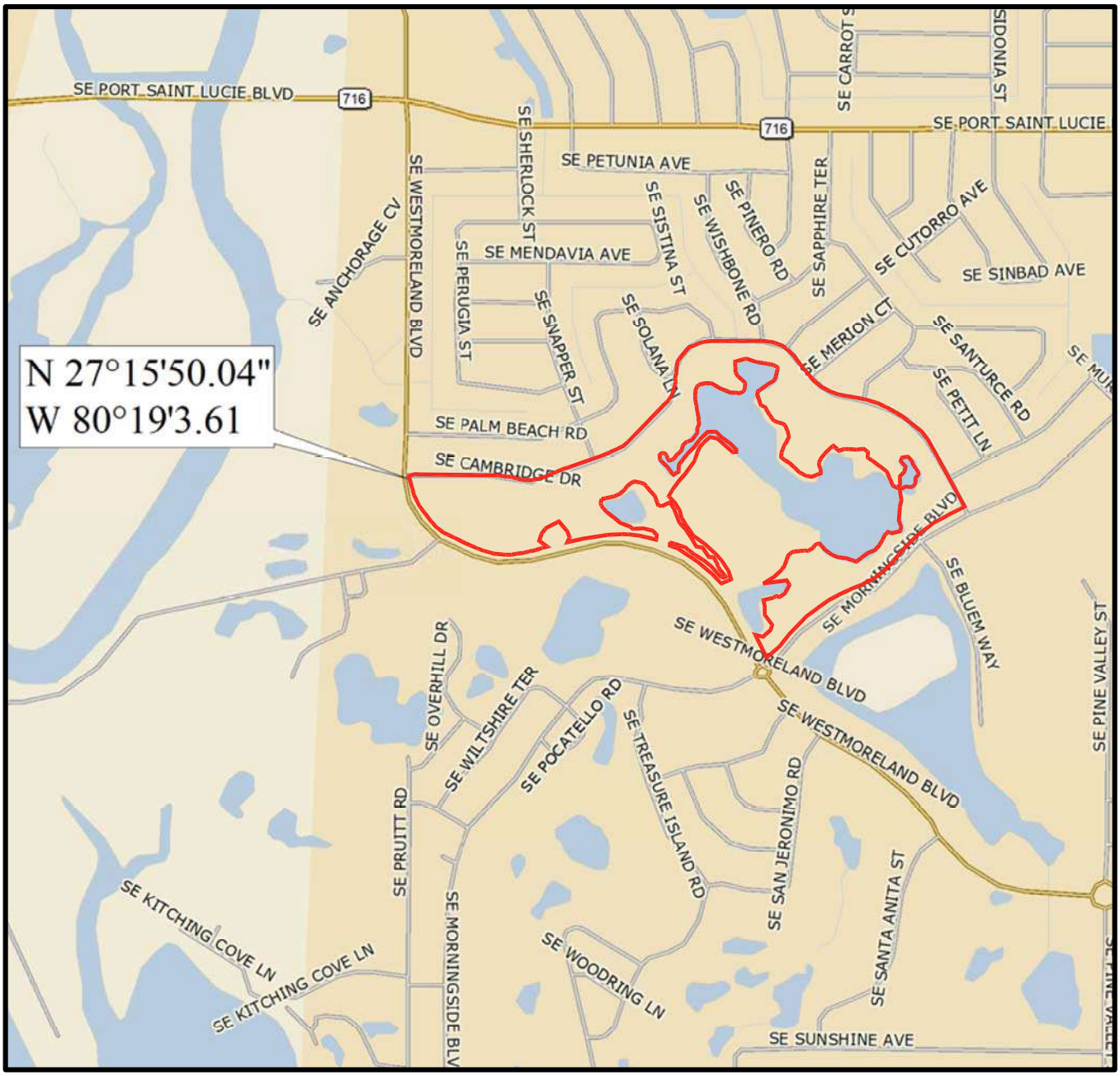
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 600' 1,200' 2,400' 4,800'

SCALE: 1" = 1,200'



SOURCE: DELORME STREET ATLAS USA, 2015

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.01	DRAWING NAME: 02 - LOC MAP.DWG	DATE: 19 APRIL 2021	FIGURE: 2 OF 16
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
PROJECT LOCATION MAP

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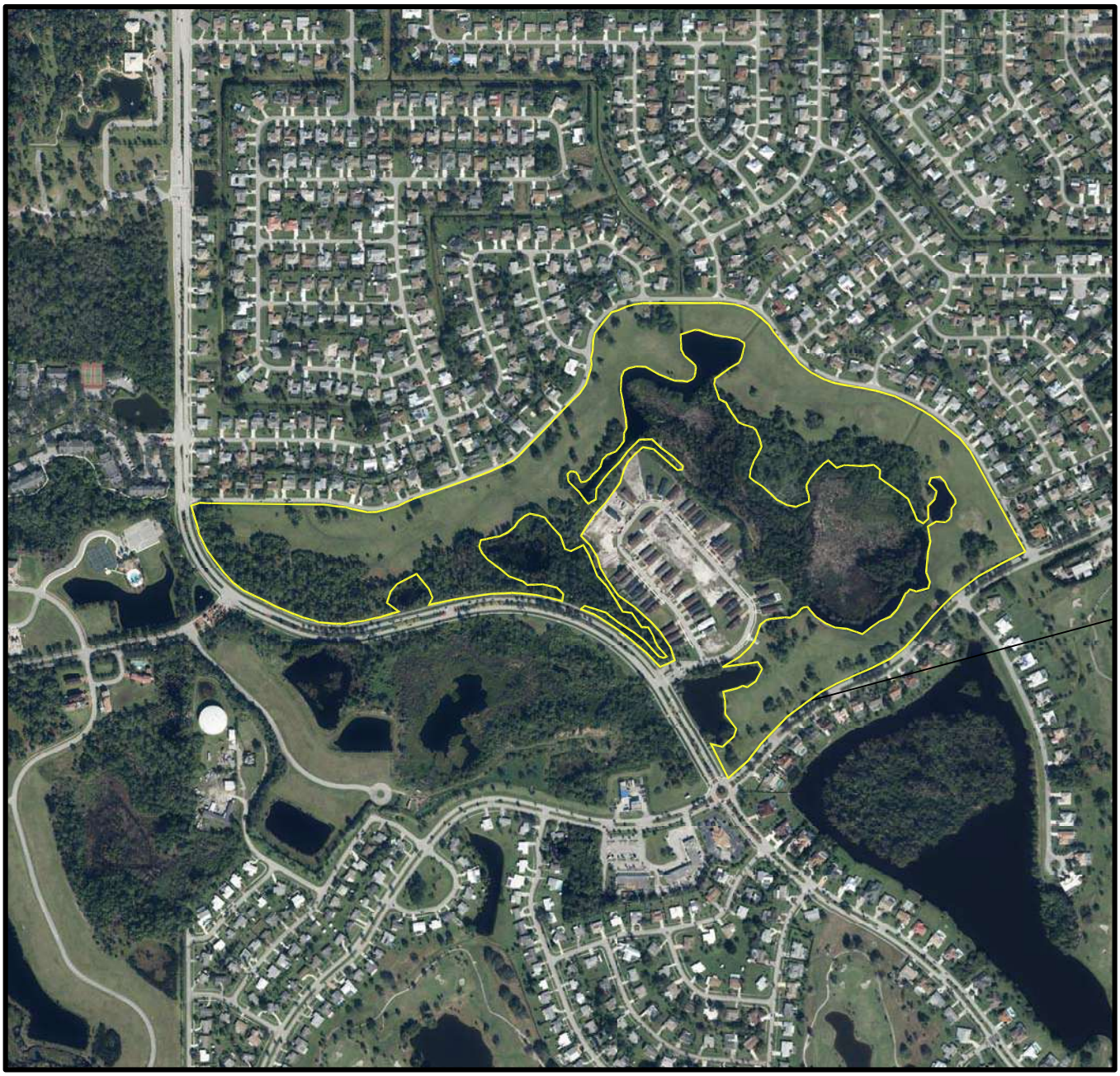
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 400' 800' 1,600' 3,200'

SCALE: 1" = 800'



SOURCE:FDOT 2018 AERIAL PHOTOGRAPH

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.01	DRAWING NAME: 03 - 2018 AERIAL.DWG	DATE: 26 JANUARY 2022	FIGURE: 3 OF 16
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: ACE	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
2018 FDOT AERIAL PHOTOGRAPH

H S E
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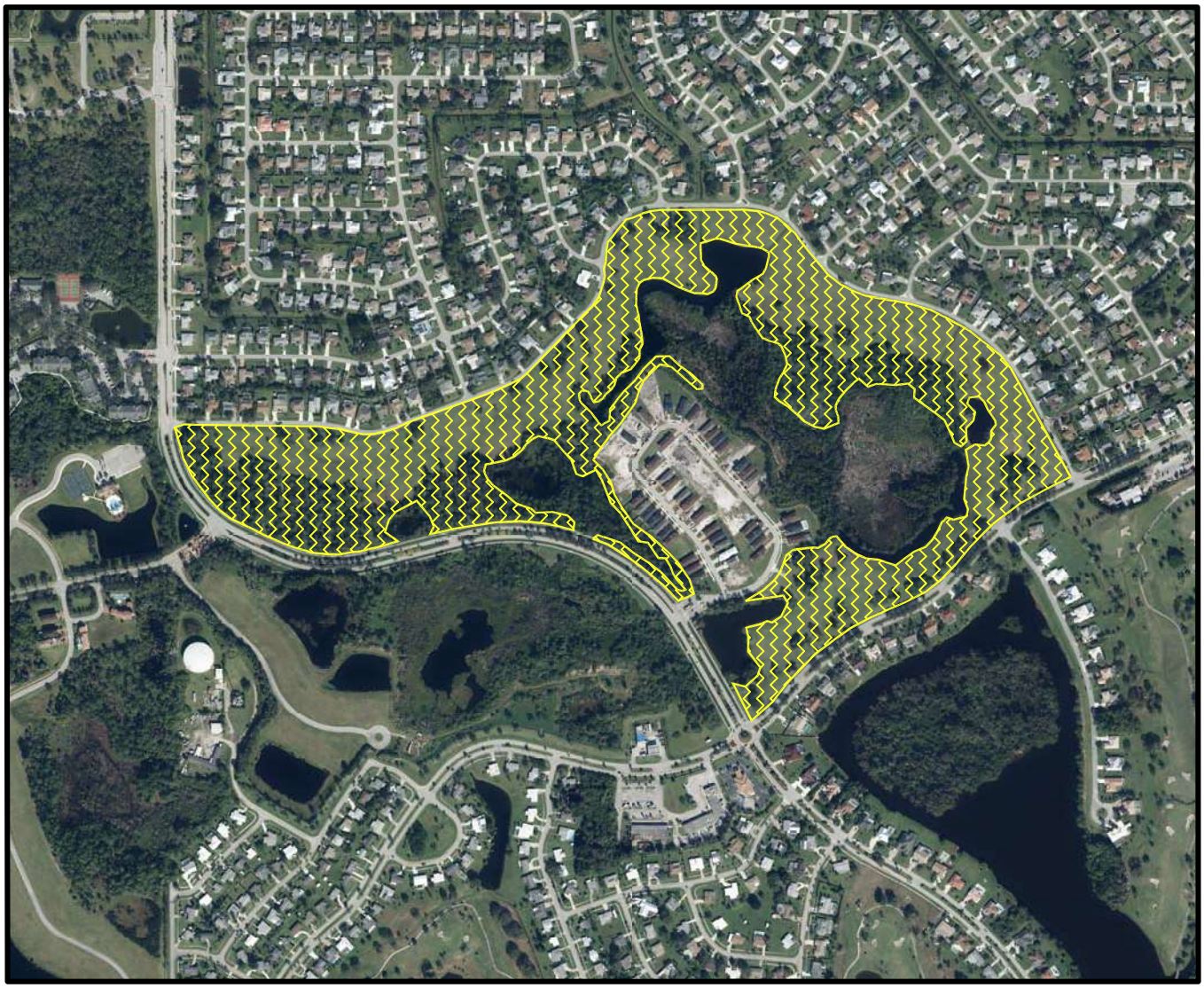
NOT A SURVEY

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Civil Engineering Professionals

NORTH

0' 400' 800' 1,600' 3,200'

SCALE: 1" = 800'



- PEDESTRIAN TRANSECT

SOURCE:FDOT 2018 AERIAL PHOTOGRAPH; HSE

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	04 - PED TRANS.DWG	26 JANUARY 2022	4 OF 16
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: ACE	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
PEDESTRIAN TRANSECT MAP

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NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 400' 800' 1,600' 3,200'

SCALE: 1" = 800'



LEGEND

- ACTIVE (6) POTENTIALLY OCCUPIED
- INACTIVE (6) POTENTIALLY OCCUPIED
- ABANDONED (3)

I HERE BY CERTIFY THAT:

A 100% SURVEY FOR GOPHER TORTOISES WAS CONDUCTED ON 25-26 JANUARY 2022, ACCORDING TO FWC GUIDELINES. TWELVE (12) POTENTIALLY OCCUPIED GOPHER TORTOISE BURROWS WERE LOCATED DURING THE SURVEY. THE ESTIMATED GOPHER TORTOISE POPULATION IS SIX (6).

ROBERT L. WEIGT, GTA-09-00153F

SOURCE: FDOT 2018 AERIAL PHOTOGRAPH; HSE.

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	05 - GT BURROW.DWG	26 JANUARY 2022	5 OF 16

LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"	DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
GOPHER TORTOISE (Gopherus polyphemus)
GT BURROW LOCATION MAP

H S E
Hobe Sound Environmental Consultants Inc.
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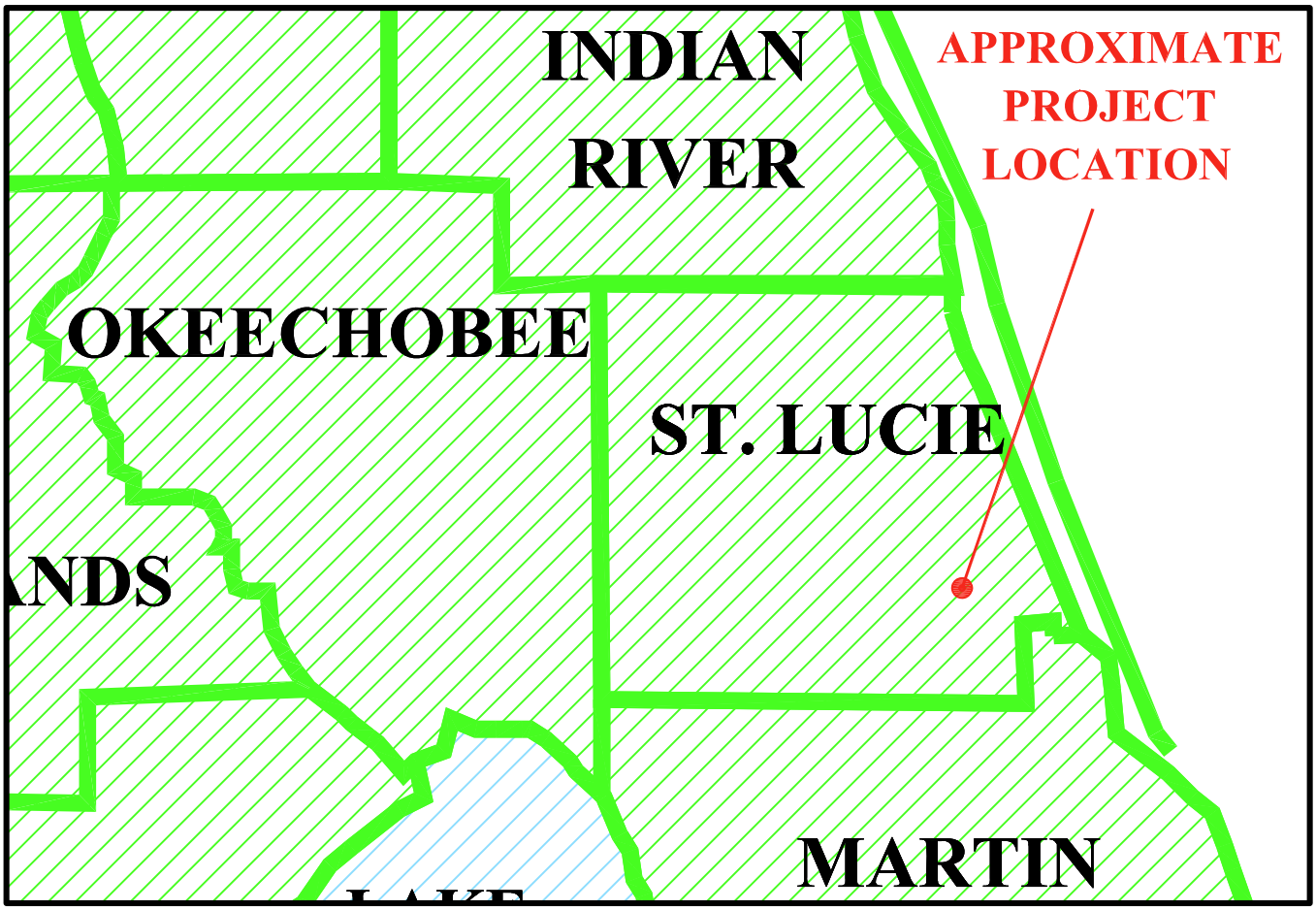
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 30,000' 60,000' 120,000' 240,000'

SCALE: 1" = 60,000'



FLORIDA PINE SNAKE

Pituophis melanoleucus mugitus

- DISTRIBUTION

PRINCIPLE GEOGRAPHIC RANGE OF THE FLORIDA PINE SNAKE, INCLUDING INTERVENING AREAS OF UNOCCUPIED HABITAT. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND NOT FOR REGULATORY USE.
COUNTIES: ALL EXCEPT FOR MONROE, COLLIER AND HENDRY.

FLORIDA FISH AND WILDLIFE CONSERVATION SERVICE
DATE: 28 JUNE 2014
SOURCE: FWC

SOURCE: FLORIDA FISH AND WILDLIFE CONSERVATION SERVICE; 28 JUNE 2014.

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	06 FL PINE SNAKE.DWG	19 APRIL 2021	6 OF 16
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"		DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP	

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
FLORIDA PINE SNAKE (Pituophis melanoleucus mugitus)
DISTRIBUTION MAP

H S E
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 30,000' 60,000' 120,000' 240,000'

SCALE: 1" = 60,000'



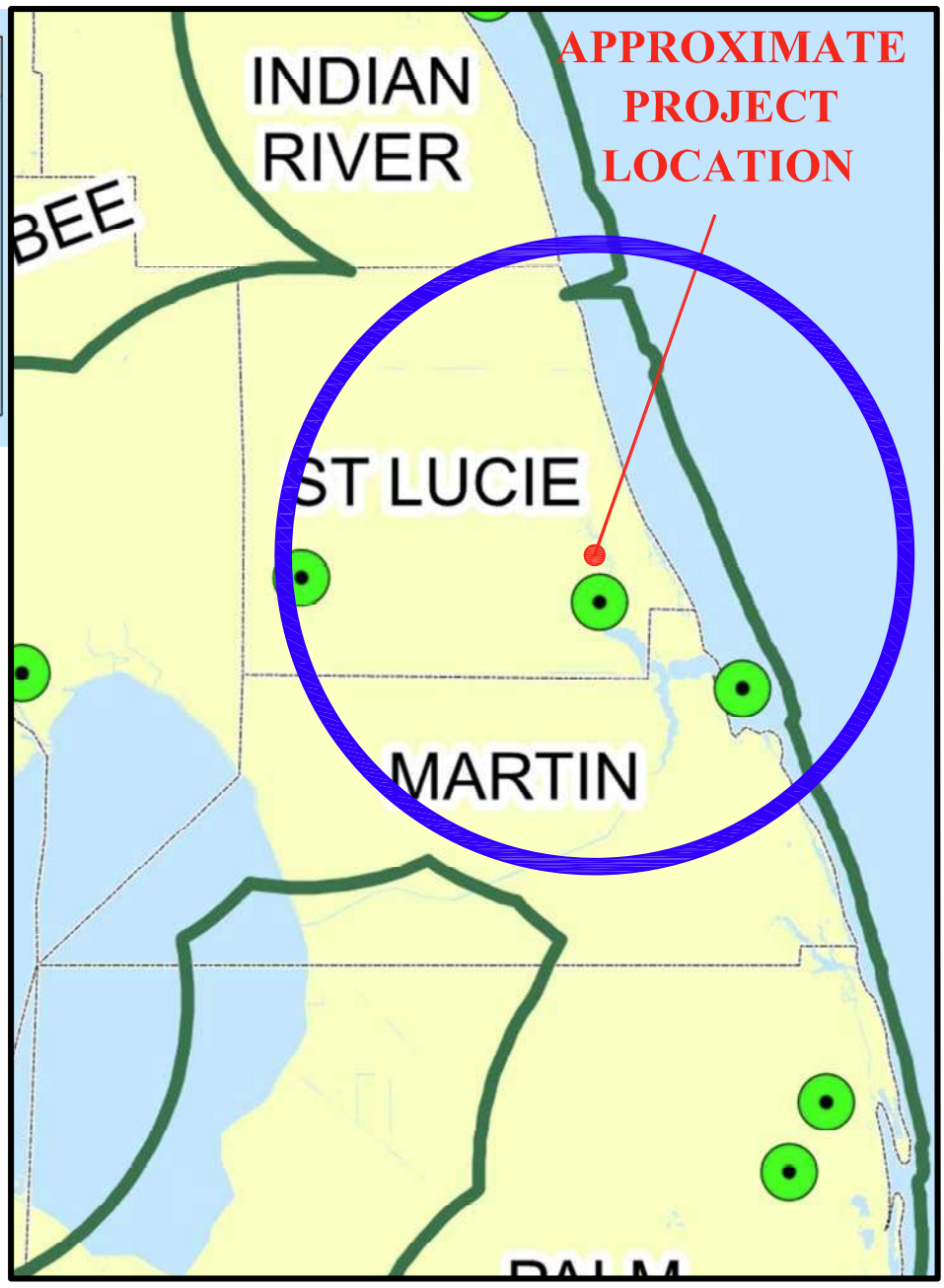
Wood Stork Nesting Colonies and Core Foraging Areas Active Within 2010-2019 in Florida

- Colonies Active In FL 2010-2019
- Colonies Active In GA 2010-2019
- Colonies Active In SC 2010-2019
- Colonies Active In NC 2010-2019

Foraging Area Active 2010-2019

Foraging Buffer Radias:
South Florida Counties: 18.6 miles

- 18.6 MILE RADIUS



SOURCE: U.S. FISH & WILDLIFE SERVICE HTTP://VEROBEACH.FWS.GOV

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.01	DRAWING NAME: 07 WOOD STORK.DWG	DATE: 19 APRIL 2021	FIGURE: 7 OF 16
	14	37S	40E				
LATITUDE: 27°15'50.04"		LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
WOOD STORK (Mycteria americana)
NESTING COLONIES & CORE FORAGING AREAS

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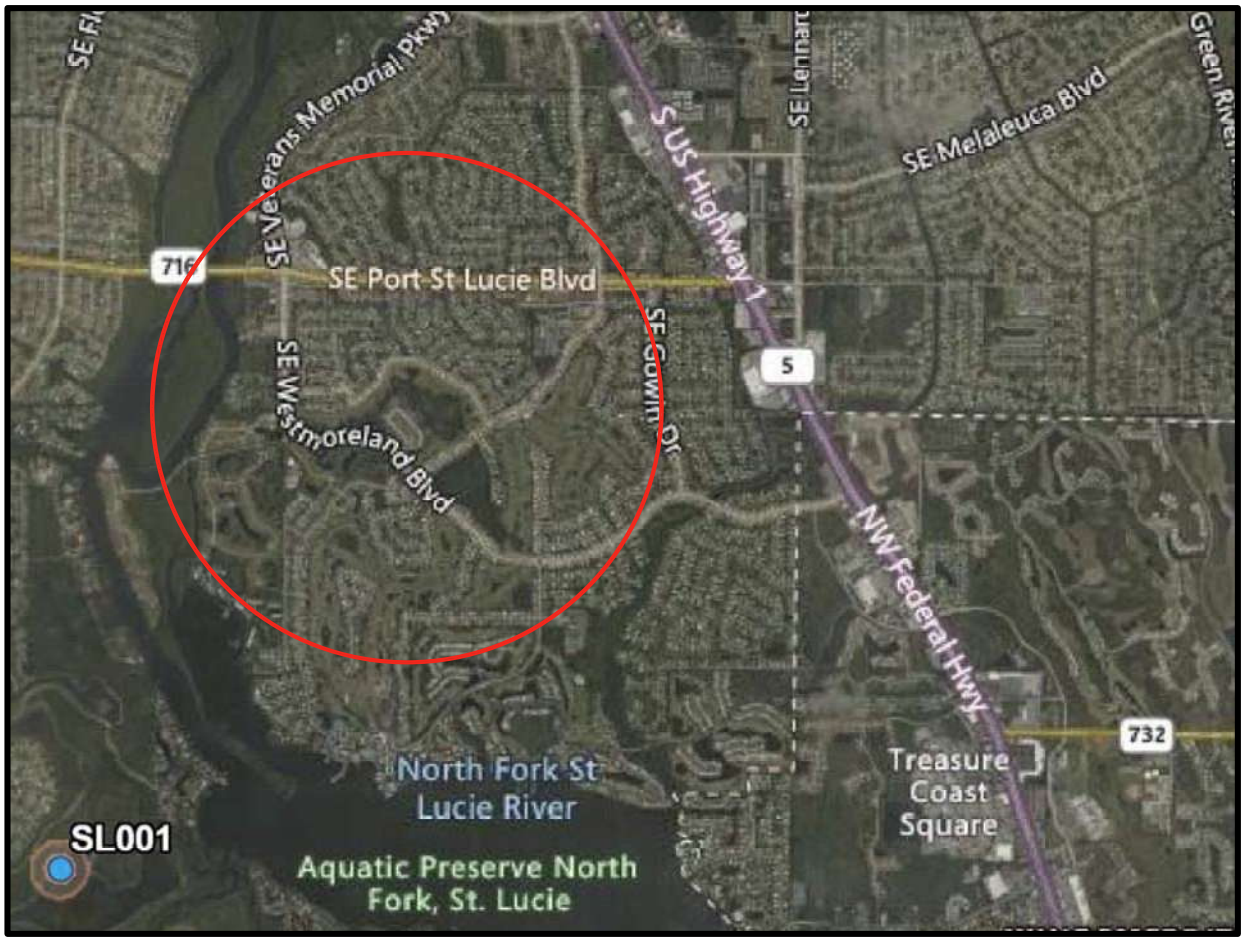
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 2,000' 4,000' 8,000' 16,000'

SCALE: 1" = 4,000'



LEGEND

Bald Eagle Nest Locations

330ft Buffer Around Nest Locations

660ft Buffer Around Nest Locations

- 1 MILE RADIUS

SOURCE:https://public.myfwc.com/FWRI/EagleNests/nestlocator.aspx

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.01	DRAWING NAME: 08 - EAGLE NEST.DWG	DATE: 19 APRIL 2021	FIGURE: 8 OF 16
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
AMERICAN BALD EAGLE (Haliaeetus leucocephalus)
NEST LOCATIONS

HSE
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Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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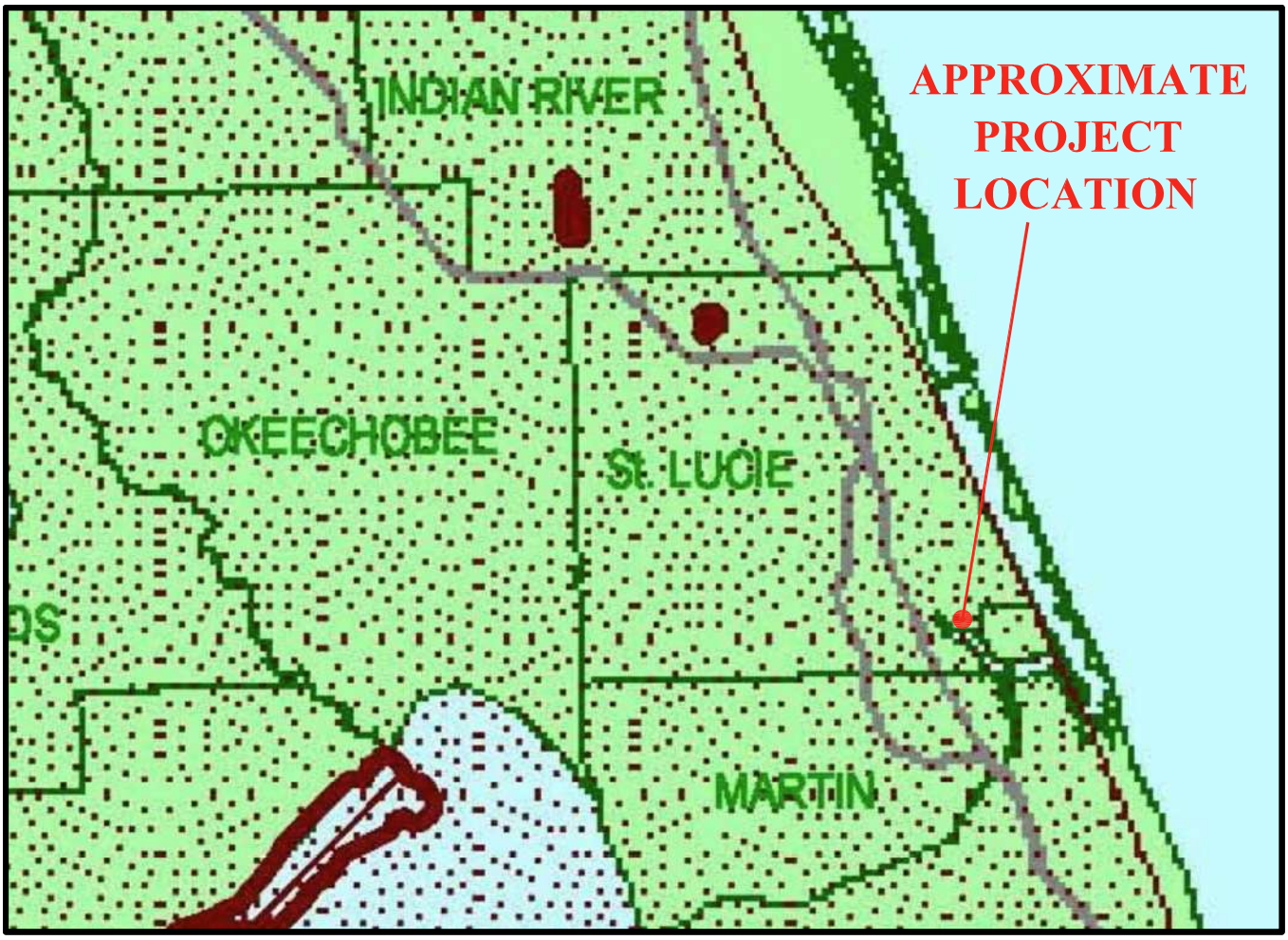
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 30,000' 60,000' 120,000' 240,000'

SCALE 1" = 60,000'



LEGEND

Snail Kite Consultation Area

South Florida Service Area



SOURCE: U.S. FISH & WILDLIFE SERVICE HTTP://VEROBEACH.FWS.GOV

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	09 - SNAIL KITE.DWG	19 APRIL 2021	9 OF 16
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"			DESIGNED BY: RLW	DRAWN BY: NPD	CHECKED BY: FRP	

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
EVERGLADE SNAIL KITE (Rostrhamus sociabilis plumbeus)
USFWS CONSULTATION AREA

HSE
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9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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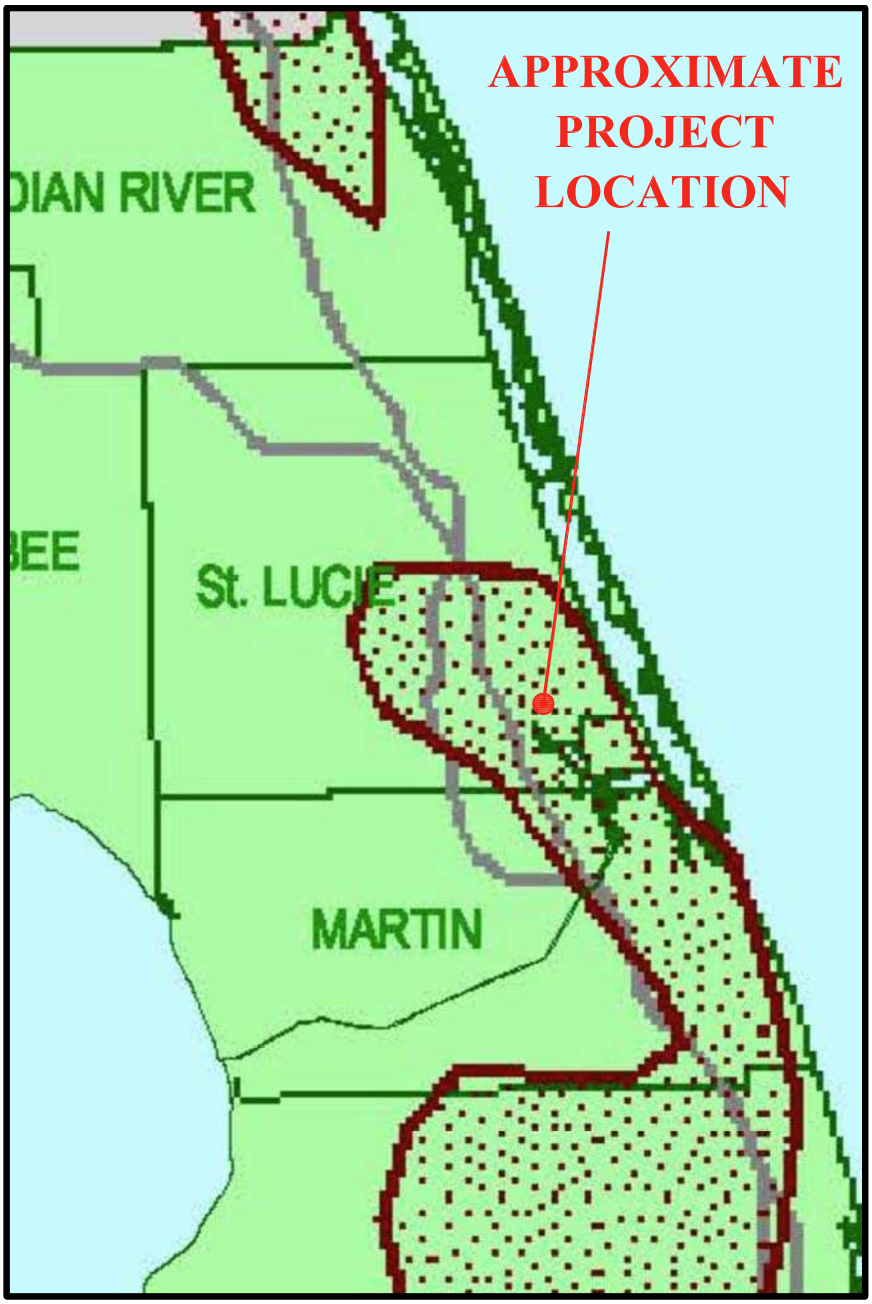
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 30,000' 60,000' 120,000' 240,000'

SCALE: 1" = 60,000'



LEGEND

- Red-cockaded Woodpecker Consultation Area
- South Florida Service Area



SOURCE: U.S. FISH & WILDLIFE SERVICE HTTP://VEROBEACH.FWS.GOV

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	10 - RED COCK WP.DWG	19 APRIL 2021	10 OF 16
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: NPD	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
RED-COCKADED WOODPECKER (Dryobates borealis)
USFWS CONSULTATION AREA

HSE
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9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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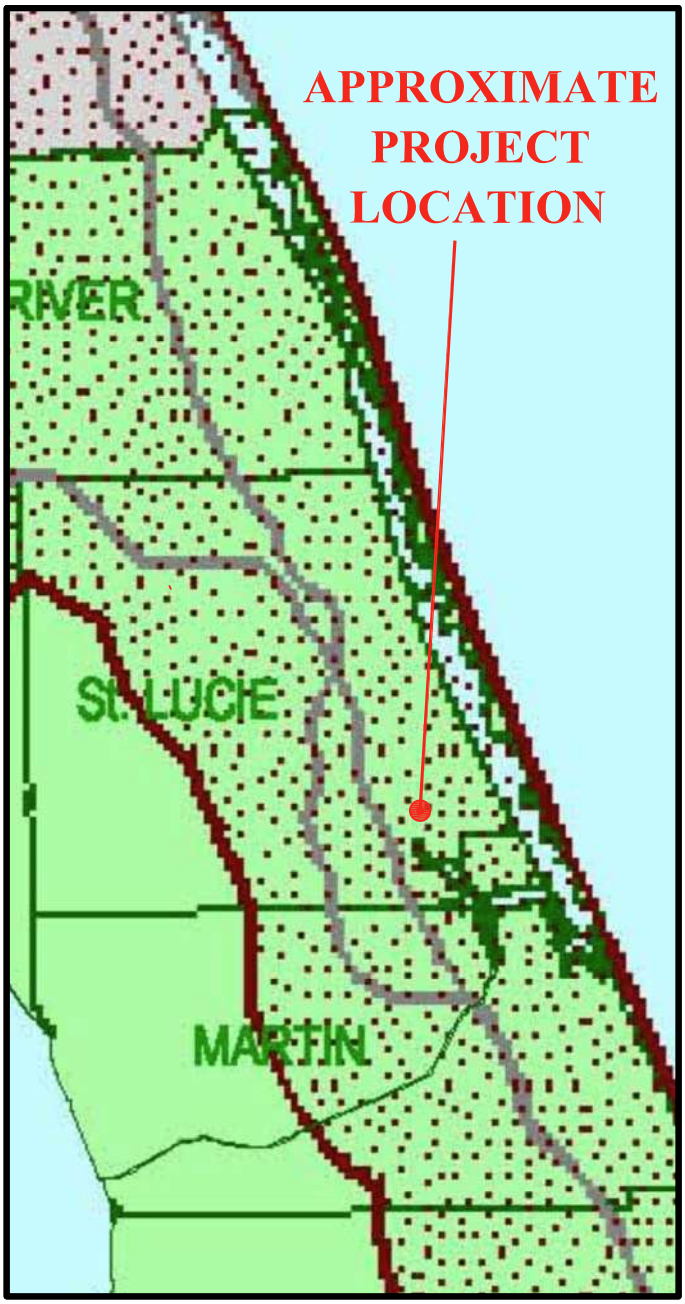
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 30,000' 60,000' 120,000' 240,000'

SCALE: 1" = 60,000'



LEGEND

Florida Scrub-jay Consultation Area

South Florida Service Area



U.S. FISH & WILDLIFE SERVICE

SOURCE: U.S. FISH & WILDLIFE SERVICE HTTP://VEROBEACH.FWS.GOV

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.01	DRAWING NAME: 11 - SCRUB JAY.DWG	DATE: 19 APRIL 2021	FIGURE: 11 OF 16
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
FLORIDA SCRUB-JAY (Aphelocoma coerulescens)
USFWS CONSULTATION AREA

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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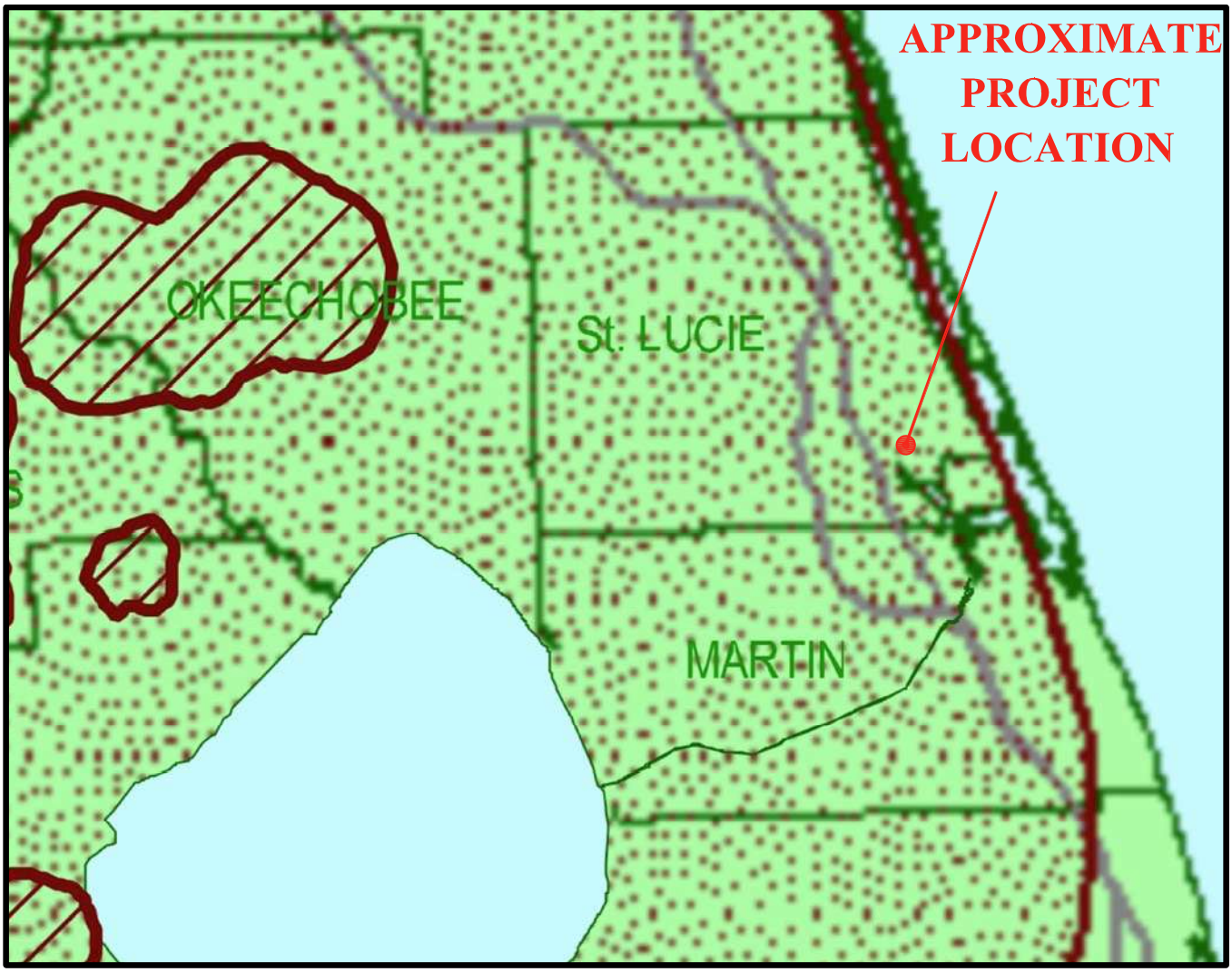
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 30,000' 60,000' 120,000' 240,000'

SCALE: 1" = 60,000'



LEGEND

- Crested Caracara Juvenile Gathering Areas
- Crested Caracara Consultation Area
- South Florida Service Area

- USFWS CONSULTATION AREA FOR CRESTED CARACARA

SOURCE: U.S. FISH & WILDLIFE SERVICE HTTP://VEROBEACH.FWS.GOV

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	12 - CARACARA.DWG	19 APRIL 2021	12 OF 16

LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"	DESIGNED BY: RLW	DRAWN BY: NPD	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
CRESTED CARACARA (Caracara cheriway)
USFWS CONSULTATION AREA

H S E
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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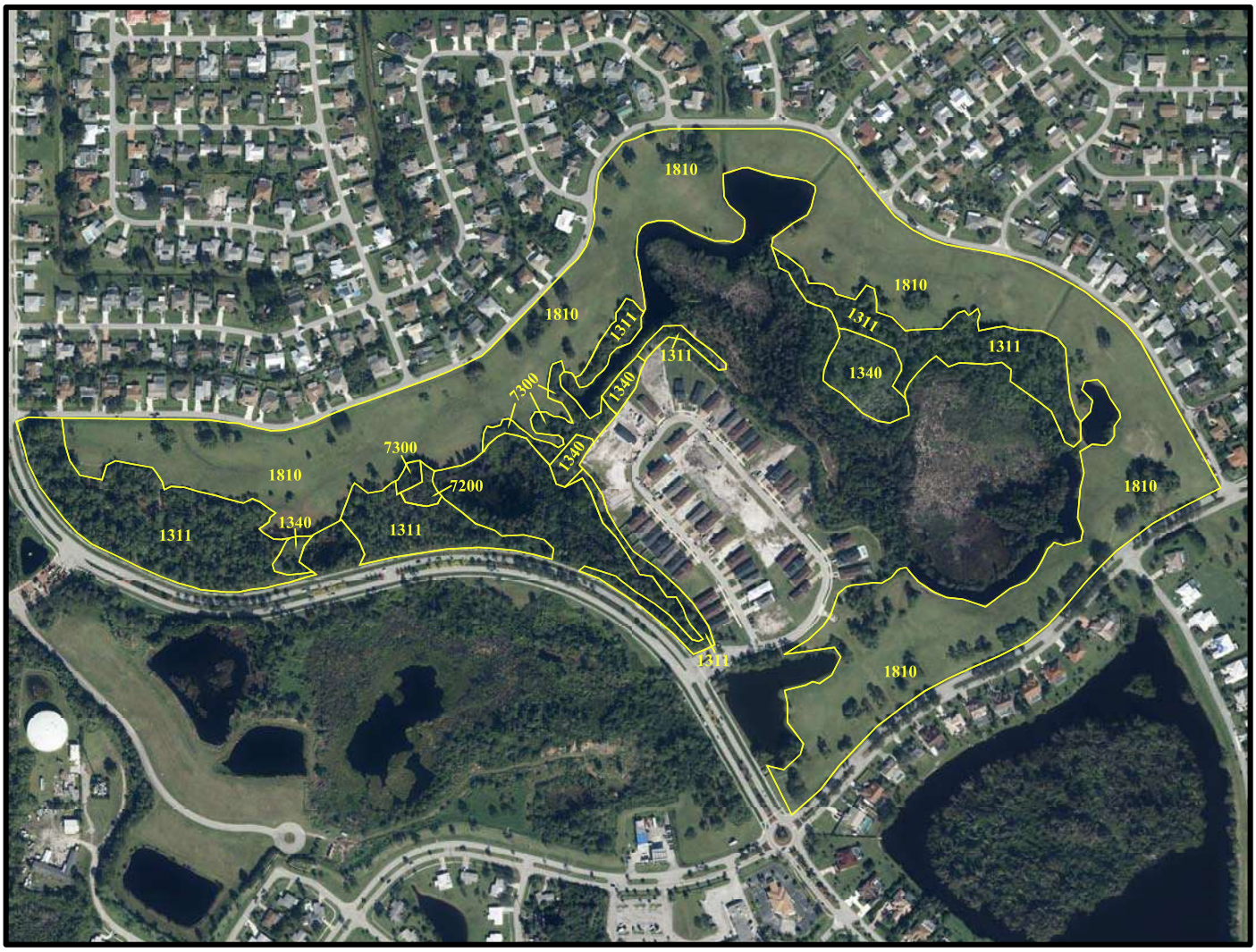
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 300' 600' 1,200' 2,400'

SCALE: 1" = 600'



LEGEND

1311 - MESIC FLATWOODS: ±12.56 ACRES
1340 - PALMETTO PRAIRIES: ±2.34 ACRES
1810 - MOWED GRASS: ±40.14 ACRES
7200 - MELALEUCA: ±0.24 ACRES
7300 - BRAZILIAN PEPPER: ±1.16 ACRES
TOTAL: ±56.44 ACRES

SOURCE: FDOT 2018 AERIAL PHOTOGRAPH; FLORIDA LAND COVER CLASSIFICATION SYSTEM, FINAL REPORT, 2009 (REVISED 2014). PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	13 - CLC MAP .DWG	26 JANUARY 2022	13 OF 16
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: ACE	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
CLC (VEGETATION) MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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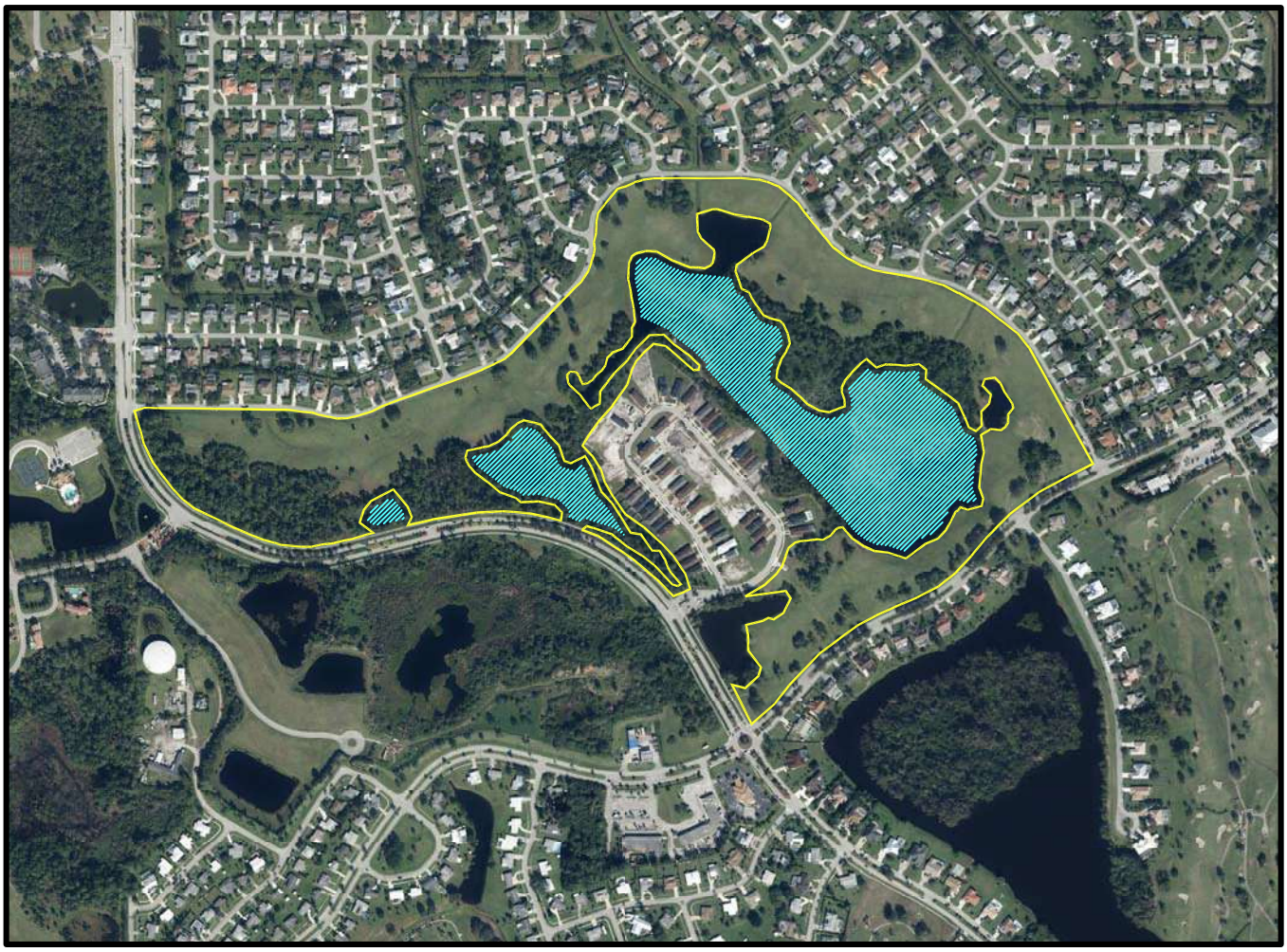
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 400' 800' 1,600' 3,200'

SCALE: 1" = 800'



LEGEND

- OFF-SITE WETLANDS (UNKNOWN ACREAGE)

* IT IS HSE'S OPINION THAT THERE ARE NO (0) JURISDICTIONAL WETLANDS WITHIN THE PROJECT AREA.

** IT IS HSE'S OPINION THAT THERE MAY BE WETLANDS ON ON THE ADJACENT PARCELS;
WEST OWNED BY Ravello Development LLC, EAST OWNED BY Visconti Property Owners Association Inc.

*** THIS PROJECT SITE HAS NOT YET BEEN REVIEWED BY STATE OR FEDERAL AGENCY PERSONNEL.

SOURCE:FDOT 2018 AERIAL PHOTOGRAPH

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	14	37S	40E	21 - 022.01	14 - WETLAND MAP.DWG	26 JANUARY 2022	14 OF 16
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: ACE	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
WETLAND MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 600' 1,200' 2,400' 4,800'

SCALE: 1" = 1,200'



LEGEND

50 - Waveland and Immokalee fine sands

99 - Water

SOURCE: http://websoilsurvey.sc.egov.usda/App/WebSoilSurvey.aspx

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.01	DRAWING NAME: 15 - SOIL MAP.DWG	DATE: 19 APRIL 2021	FIGURE: 15 OF 16
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: FRP	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
NRCS SOIL MAP

HSE
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9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

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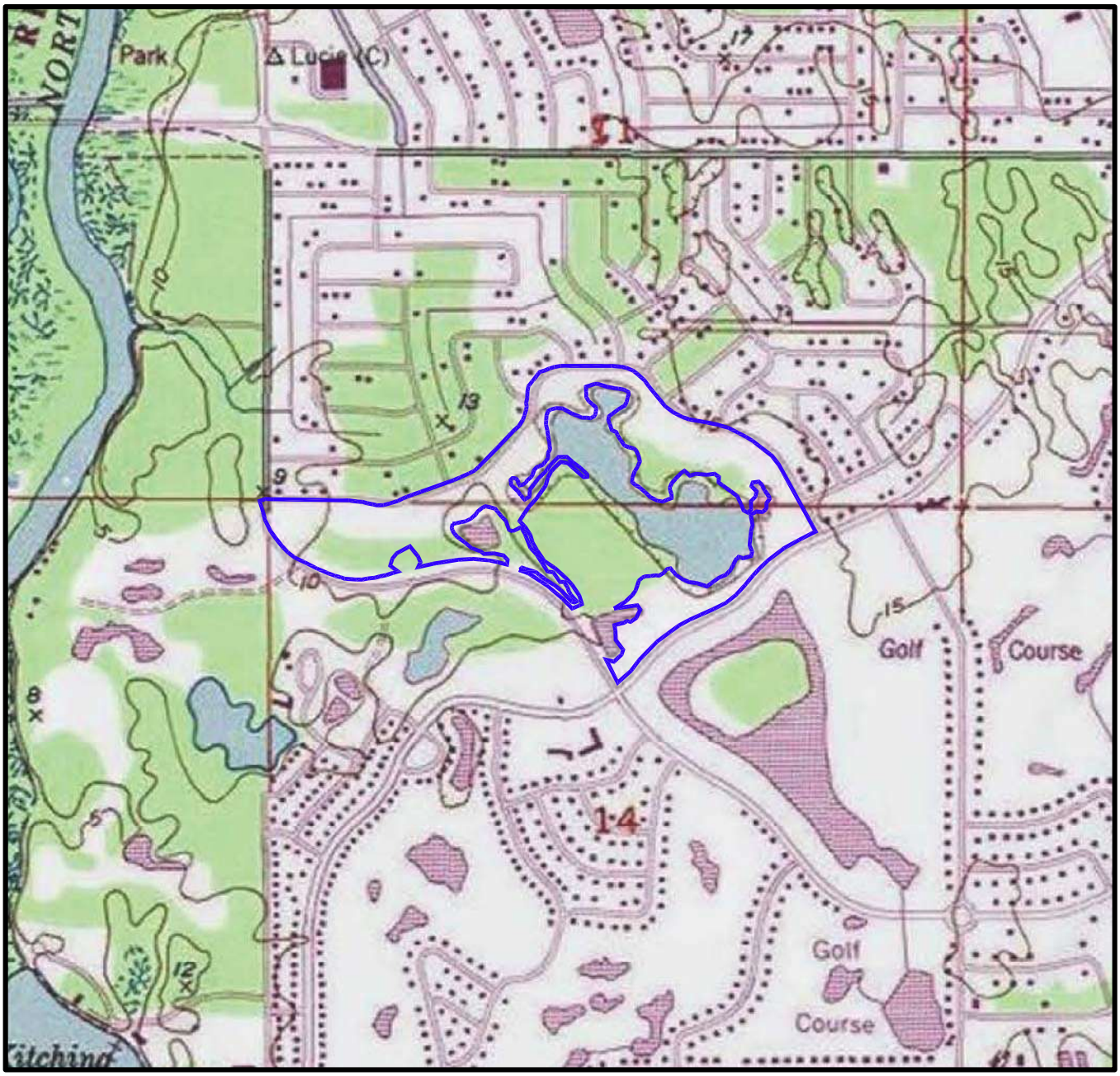
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals

NORTH

0' 600' 1,200' 2,400' 4,800'

SCALE: 1" = 1,200'



SOURCE: USGS PORT SAINT LUCIE, FLA. QUADRANGLE. 27080-D3-TF-024 REV 1983 7.5 MINUTE SERIES

PARCEL ID#4411 - 701 - 0014 - 000 - 7

CITY OF PORT ST. LUCIE FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 21 - 022.01	DRAWING NAME: 16 - TOPO.DWG	DATE: 19 APRIL 2021	FIGURE: 16 OF 16
	14	37S	40E				
LATITUDE: 27°15'50.04"	LONGITUDE: -80°19'3.61"				DESIGNED BY: RLW	DRAWN BY: DMB	CHECKED BY: FRP

WILDERNESS TRAIL
CITY OF PORT ST. LUCIE
WETLAND AND WILDIFE ASSESSMENT (WWA)
USGS TOPOGRAPHIC MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Wilderness Park Cambridge and Port Preserve Trail**
Agreement Number: **T2121**

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Port St. Lucie** Entity Type: **A Local Government**

Grantee Address: **121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984** FEID: **59-6141662** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **Two Years From Date of Execution**

4. Project Number: **T21021** *(If different from Agreement Number)*
Project Location(s): Port District - 2410 SE Westmoreland Blvd. / Wilderness Park - 2701 SE Westmoreland Blvd., Port St. Lucie, FL 34984

Project Description: Construction of 10' x 1 mile (+/-10%) ADA compliant hard-surface trail, 8' x 1,540 L.F. (+/-10%) natural surface trail with four (4) 8' wide connecting boardwalks totaling 460 L.F. (+/-10%), and two pedestrian crosswalks with curb ramps with the purchase and installation of trail marker signs.

5. Total Amount of Funding: **$500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**RTP21**	**$500,000.00**
☐ State ☐ Federal		
☑ Grantee Match		**$500,000.00**
	Total Amount of Funding + Grantee Match, if any:	**$1,000,000.00**

6. Department's Grant Manager
Name: **Lauren Cruz** or successor
Address: **3900 Commonwealth Boulevard, MS 585, Tallahassee, FL 32399**
Phone: **850-245-2681**
Email: **Lauren.Cruz@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Kelly Boatwright** or successor
Address: **2195 SE Airoso Blvd., Port St. Lucie, FL 34984**
Phone: **772-871-5099**
Email: **KBoatwright@cityofpsl.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☑ Attachment 6: Program-Specific Requirements
- ☑ Attachment 7: RTP21 Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☑ Attachment 8: Federal Regulations and Terms (Federal)
- ☑ Additional Attachments (if necessary): **Attachment 9: Form FHWA 1273**
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): Exhibit F: Appendices A&E; Exhibit G: 49 CFR 26.13; Exhibit H: Contractor Recipient General Terms and Conditions for Assistance Awards

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**12RECT021**
Federal Award Date to Department:	**3/11/22**
Total Federal Funds Obligated by this Agreement:	**$500,000.00**
Federal Awarding Agency:	**U.S. Department of Transportation - Federal Highway Administration**
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Port St. Lucie — **GRANTEE**

Grantee Name

By _____ 12-15-2022
(Authorized Signature) Date Signed

Russ Blackburn, City Manager
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/division/aa/state-agencies.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/state-agencies.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates)

shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had

been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;

h. Failure to maintain the insurance required by this Agreement;

i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:

    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. T2121

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Wilderness Park Cambridge & Port Preserve Trail. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on the Agreement Begin Date and ends on the Project Completion Date, as defined in Attachment 3.
b. Extensions. There are two one-year extensions available to the Grantee, if requested in writing, for good cause, subject to the conditions in Rule 62S-2.075(7)(a), F.A.C. There are no other extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, N/A.
☒	☒	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☒	☒	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
a. Pursuant to Paragraph 62S-2.076(1)(b), F.A.C., all equipment purchased with RTP funds is to be used for trail maintenance and construction purposes on those trails indicated in the Project application. The equipment shall be stored and maintained per the manufacturer's recommendations. The equipment shall be available for inspection by Department staff.
   i. On July 1 of each year, the Grantee will submit proof of insurance for the current fiscal year, and an annual report indicating the previous year's operating and maintenance schedule.
   ii. All equipment whose value is in excess of $5,000 remains property of FHWA and shall be surplused in accordance with their guidance. All equipment whose value has depreciated to less than $5,000 but greater than zero will be surplused in accordance with F.S. 274.05, Surplus Property. Should the equipment be lost

or stolen, it is the Grantee's responsibility to replace the equipment at its current value, as determined by the Department.

b. The Grantee shall be responsible for maintaining compliance with all state and federal equipment requirements.
   i. The Grantee shall comply with all federal equipment requirements set forth in 2 CFR §200.313, including property management and reporting requirements pursuant to 2 CFR §200.313(d), and paragraph 5.B. of this Agreement.
   ii. The Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).
   iii. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $500,000 through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made 3/11/2022 or after for purposes of meeting its match requirement as identified above.
Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in subsection 62S-2.071(4)(b), F.A.C. Grantee acknowledges and agrees not to provide ineligible match sources which includes value of real property or inmate labor.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Comprehensive General Liability Insurance.
   The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be $200,000 for each person and $300,000 per occurrence.

b. Commercial Automobile Insurance.
   If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.
   The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.
a. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.
b. The Grantee shall physically attach: (1) Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements; (2) Attachment 9, Form FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts; (3) Exhibit F, Appendices A and E; (4) Exhibit G, 49 CFR §26.13; and (5) Exhibit H, FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards to all subcontracts executed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN
RECREATIONAL TRAILS PROGRAM (RTP)
Project Name: Wilderness Park Cambridge and Port Preserve Trail
Grantee Name: City of Port St. Lucie
RTP Project #T21021

SUMMARY: The Grantee will complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.) and the FHWA Recreational Trails Program Interim Guidance Manual. Any alteration(s) to the Project Element(s) defined in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the RTP Advisory Committee's Priority List for FY2021-2022 is considered a significant change, must be pre-approved by the Department, and requires a formal Amendment to this Agreement. All work must be completed in accordance with laws, rules, and guidance including, but not limited to: local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to the Department issuing a Notice to Proceed to the Grantee, as specified in Attachment 6, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

The Department will designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department may retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62S-2.075(7)(e), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project being designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The project is located at Port District - 2410 SE Westmoreland Blvd. and Wilderness Park - 2701 SE Westmoreland Blvd., Port St. Lucie, FL 34984. This is a non-motorized, diverse-use project.

BUDGET: Reimbursement for allowable costs for the Project may not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services as set forth in subsection 62S-2.071(4), F.A.C. Grantee shall maintain an accounting system that meets generally accepted accounting principles and will maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved RTP Application. A detailed Project cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the Notice to Proceed. All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	**$ 500,000**
Required Grantee Match Amount:	**$ 500,000**
Total Estimated Project Cost:	**$ 1,000,000**
Match Ratio:	**50:50**

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Approval of required NEPA documentation by FDOT.	**DELIVERABLE 1** **1.A.** Submission through SWEPT and approval of required NEPA documentation by FDOT.	Deliverable 1.A. 180 days after	The Department will terminate the Project Agreement if the required

1.B. Development of Commencement Documentation Checklist (OGT-11)[1]. **1.C.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**1.B.** All applicable Project specific Commencement documentation, listed on Commencement Documentation Checklist (OGT-11). **1.C.** Cost Analysis Form with detailed budget (and/or In-House Cost Schedule(s), if applicable). The Department will issue Notice to Proceed upon receipt and approval of deliverables 1.A., 1.B. and 1.C. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not to exceed fifteen percent (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. **The Grantee may not proceed with construction of the Project until Notice to Proceed has been issued.**	Execution of Agreement[2] Deliverables 1.B. and 1.C. 12 months after Execution of Agreement[2]	Deliverables are not submitted and approved by the Department.
TASK 2 **2.A.** Development of Project Elements, including: Construction of 10' x 1 mile (+/-10%) ADA compliant hard-surface trail, 8' x 1,540 L.F. (+/-10%) natural surface trail with four (4) 8' wide connecting boardwalks totaling 460 L.F. (+/-10%), and two pedestrian crosswalks with curb ramps with the purchase and installation of trail marker signs. **2.B.** Development of Completion of Documentation Checklist (OGT-13). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation listed on Project Completion Documentation Checklist (OGT-13). **2.C.** Final Status Report (DRP-109).	Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date[3]	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of Project Deliverables, the Grantee may submit **a single payment request** on Payment Request Summary Form (DRP-115) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. RTP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance and/or, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
2. Project Agreement is subject to termination if NEPA documents under Task 1 are not received and approved by FDOT within 6 months of the Project Agreement execution.
3. Project Agreement is subject to termination if Commencement documents under Task 1 are not received and approved by the Department within 12 months of the Project Agreement execution.
4. This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Transportation – Federal Highway Administration	20.219	Recreational Trails Program	$ 500,000.00	140185
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$ 500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS
FOR THE RECREATIONAL TRAILS GRANT PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.
Administrative Forms, Reimbursement Forms and guidelines referenced in this Agreement may be found at https://floridadep.gov/lands/land-and-recreation-grants/content/rtp-assistance, or by contacting the Department's Grant Manager.

2. Notice to Proceed.
Prior to commencement of Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, OGT-11. In addition to the Checklist items, the Grantee shall submit a copy of the executed subcontract to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Proceed" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Proceed".** The Grantee shall commence Task 2 Performance **within ninety (90) days** after the "Notice to Proceed" is issued by the Department, unless the Grantee requests an extension in writing for good cause, in accordance with the requirements of Rule 62S-2.075(7)(a), F.A.C. Until the Department issues the "Notice to Proceed," the Department is not obligated to reimburse Grantee for fees, costs or general expenses of any kind.

3. RTP Guidelines.

i. This Agreement must be performed according to all applicable state and federal guidelines, including but not limited to, 23 U.S.C. § 206, Chapter 260, F.S., Chapter 62S-2, F.A.C., and the FHWA Recreational Trails Program Interim Guidance Manual (Manual). The Grantee acknowledges that receiving this grant does not guarantee that a federal, state, or local permit will be issued for a particular activity to complete the Project. Further, the Grantee agrees to ensure that Grantee has obtained all necessary permits prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

ii. The Department will terminate this Project Agreement if the Commencement Documentation is not received and approved by the Department within twelve (12) months of this Project Agreement's execution. The Department may extend this time period for good cause, such as a natural disaster, pursuant to subparagraph 62S-2.075(7)(d)3, F.A.C.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR part 200, as adopted by USDOT at 2 CFR part 1201

4. The Grantee's compliance with the applicable provisions of Florida Department of Transportation's (FDOT) Project Development and Environmental Manual (PD&E Manual), hereby incorporated by reference constitutes compliance with National Environmental Policy Act (NEPA) standards as more fully implemented pursuant to subsection 62S-2.074(1), F.A.C. The Department will terminate the Project Agreement if FHWA does not approve the required NEPA documentation.

5. The following hereby replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:

d. Reimbursement for Costs. Project costs will be reimbursed as provided in paragraph 62S-2.075(3)(a), F.A.C. and in the Project Agreement. The Grantee must incur costs between the effective date of, and the Project Completion Date identified in, the Project Agreement, except for Pre-agreement expenses. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/default.htm. However, unless the Department issues the "Notice to Proceed," the Department is not obligated to reimburse Grantee for fees, costs or general expenses of any kind.

i. Pre-agreement Expenses means expenses incurred by a Grantee for an eligible RTP project after authorization by Federal Highway Administration (FHWA) but before full execution of the Agreement. RTP funds remaining after termination of a grant award or completion of Project will revert to the State's program funds under the provisions of the federal Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law) and subsection 62S-2.075(6), F.A.C. All funds not paid out after four (4) years will revert to FHWA pursuant to paragraph 62S-2.075(7)(a), F.A.C. The Grantee will be entitled to reimbursement of eligible Pre-agreement Expenses for expenses incurred after the Department provides notice of Project approval and before the effective date of this Agreement.

6. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature & the FHWA. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature & the FHWA reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of RTP Program Funds.

7. The following hereby adds to paragraph 8, Attachment 1, Standard Terms and Conditions:

k. Project Costs. The Department will reimburse Project costs pursuant to paragraph 62S-3.075(3)(a), F.A.C., and as provided herein. The Grantee must incur all reimbursable Project costs between the Agreement Effective Date and the Project Completion Date. If the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost.

l. Cost Limits. Pursuant to paragraph 62S-2.075(3)(b), F.A.C., project planning expenses, such as application preparation, , architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost. These costs must be incurred between the Agreement Begin Date and the Project Completion Date.

i. Applicants may seek reimbursement for costs related to the required approval under the National Environmental Policy Act ("NEPA"). These expenses are considered planning expenses, and are included in the 15% of total Project cost limit set forth in Rule 62S-2.075(3)(b), F.A.C. All eligible planning expenses related to NEPA approval must be incurred within 180 days of the Effective Date of the Agreement.

8. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.

i. The Grantee must utilize Exhibit A, Project Status Report, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates, and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager will have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

ii. Additionally, the Grantee must comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (https://floridadep.gov/parks/florida-outdoor-recreation-inventory).

9. Site Dedication.

i. The Grantee agrees to dedicate for ninety-nine (99) years the Project Site and all land within the Project boundaries, which is developed or acquired with RTP Program Funds, as an outdoor recreational area for the use and benefit of the general public in accordance with Rule 62S-2.076, F.A.C. Land under control other than by ownership of the Grantee (e.g., by lease) must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The lease must not be revocable at will; must extend for twenty-five (25) years after Project Completion Date; and must include safeguards to ensure the use requirement enabling the Grantee to dedicate the land for the twenty-five (25) year period. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project Site in the event of default by the lessee (Grantee) or termination or expiration of

the lease. The dedication must be recorded in the county's public property records by the Grantee, or in the case of a nonprofit Grantee, by the land owner. Execution of this Agreement by the Department constitutes an acceptance of a Project Site dedication on behalf of the general public of the State of Florida. The Project Site(s) must be open at reasonable times and must be managed in a safe and attractive manner. The Grantee must obtain Department approval prior to any development of facilities on the Project Site. This Agreement is not transferable.

ii. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

10. Management of Project Site.

i. Site Inspections. Grantees must ensure by site inspections that facilities on the Project Site are being operated and maintained for public outdoor recreational purposes for a period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project Site must be open at reasonable times and managed in a safe and attractive manner.

ii. Non-Compliance. The Department will terminate an Agreement and demand return of the program funds (including interest) if a Grantee fails to comply with the terms stated in the Agreement. If the Grantee fails to comply with the Agreement, the Department will declare the Grantee ineligible for further participation in RTP until such time as the Grantee comes into compliance.

iii. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis without regard to age, gender, race, religion, residence, or ability level.

iv. Entrance Fees. Grantees may charge user fees for the Project Site, as described in the Manual. Reasonable differences in entrance fees for RTP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.

11. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for accomplishment of this Project according to its adopted procurement procedures and applicable federal requirements identified in the FHWA Recreational Trails Guidance Manual.

12. Project Completion Certification.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, OGT-14, available online and incorporated herein by reference. The Project must be designated complete prior to release of final reimbursement.

13. Good Cause Extensions.

The Department staff will only extend this Agreement for good cause such as financial hardship, public controversy, material shortage, unexpected weather conditions, or other major factors beyond Grantee's control.

14. Signage.

The Grantee must erect a permanent information sign on the Project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Recreational Trails Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed.

15. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee materially fails to comply with the terms stated in this Agreement or with any provisions of Chapter 62S-2, F.A.C., the Department shall terminate this Agreement and demand return of the program funds (including interest) and any equipment purchased with grant funds that has not been properly disposed of in accordance with the federal property management requirements set forth in 2 CFR Part 200, Subpart D (§§ 200.310 through 200.316). Furthermore, the Department shall declare the

Grantee ineligible for further participation in RTP until such time as compliance has been obtained pursuant to subsection 62S-2.076(4).

16. Conversion.
This Project Site acquired and/or developed with RTP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62S-2.076(1) and (2), F.A.C., convert all or part of the Project Site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project Site at its own expense with an acceptable project of comparable, scope, and quality.

17. Monitoring.
The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Transportation (FDOT) and FHWA. The Grantee also grants the FDOT and FHWA the same monitoring rights it has agreed to provide the Department.

18. Compliance with FDOT Disadvantaged Business Enterprise (DBE) Program.
The Department and the Grantee adhere to FDOT's DBE program on all FHWA-assisted contracts in accordance with 49 CFR Part 26.21 and the FDOT DBE Program Plan. DBE participation on FHWA-assisted contracts in Florida must be achieved through race-neutral methods. 'Race neutral' means that the DEP can likely achieve the overall state DBE goal of 10.65% through ordinary procurement methods. Therefore, no specific DBE contract goal may be applied to this project. Nevertheless, the Department is committed to supporting the identification and use of DBEs and other small businesses and encourages all reasonable efforts to do so. Furthermore, the Transportation Planning Organization recommends the use of certified DBE's listed in the Florida Unified Certification Program (UCP) DBE Directory, who by reason of their certification are ready, willing, and able to provide and assist with the services identified in the scope of work. Assistance with locating DBEs and other special services are available at no cost through FDOT's Equal Opportunity Office DBE Supportive Services suppliers. More information is available by visiting http://www.fdot.gov/equalopportunity/serviceproviders.shtm or by calling 850-414-4750.

ATTACHMENT 8
Contract Provisions for Department of Transportation (DOT) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which

an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

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

v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of $2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TRANSPORTATION-SPECIFIC

2. DOT Regulations

Recipients shall comply with the following regulations: 2 CFR 1200-1201, 23 CFR 200, 49 CFR 17, 49 CFR 20-21, 49 CFR 25-28.

3. Retention and Access Requirements for Records

Pursuant to 49 CFR §18.37(a)(3), for cost reimbursement subgrants of any tier, Recipients and subrecipients shall comply with the record retention and access requirements of 49 CFR §18.42.

4. Energy Efficiency Policies

Recipients must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

5. Drug-Free Workplace

The Department must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 49 CFR 32. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

6. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

7. Payments to Subcontractors

The Recipient must pay all subcontractors within 30 days of receipt of payment in accordance with 49 CFR 26.29. If retainage is withheld, the Department may make prompt and regular incremental acceptances of portions of the Agreement and pay retainage to Recipients based on these acceptances. Further, the Recipient must pay all retainage owed to the subcontractors for satisfactory completion of the accepted work within 30 days after your payment to the Recipient.

8. Additional Assurances

Consistent with 49 CFR 26.13(a) and (b), neither the Department nor the Recipient or any sub-recipient or subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Recipient shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

A. Withholding monthly progress payments;
B. Assessing sanctions;
C. Liquidated damages; and/or
D. Disqualifying the contractor from future bidding as non-responsible.

FEDERAL HIGHWAY ADMINISTRATION-SPECIFIC

1. Federal Highway Administration (FHWA) Contractors & Recipients General Terms and Conditions for Assistance Awards

Recipients shall comply with FWHA Contractors & Recipients General Terms and Conditions for Assistance Awards available at https://www.fhwa.dot.gov/cfo/contractor_recip/gtandc_generaltermsconditions.cfm, and incorporated by reference.

2. Contract Provisions

If the Project meets the definition of a "Federal Aid Construction Project," Form FHWA-1273 Required Contract Provisions, available at https://www.fhwa.dot.gov/construction/cqit/form1273.cfm and incorporated by reference, must be physically incorporated into each contract and subcontract.

RECREATIONAL TRAILS PROGRAM-SPECIFIC

1. Recreational Trails Program Guidance

Recipients shall comply with the applicable requirements of Recreational Trails Program Guidance available at https://www.fhwa.dot.gov/environment/recreational_trails/guidance/index.cfm, and incorporated by reference.

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Florida Department of Environmental Protection

Recreational Trails Program

Project Status Report

Required Signatures: **Adobe Signature**

Project Name: Wilderness Park Cambridge and Port Preserve Trail Project Number: T21021

Project Sponsor: City of Port St. Lucie

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

January through April:	Due May 5th
May through August:	Due September 5th
September through December:	Due January 5th

LIAISON: _____ _____

Signature Date

Florida Department of Environmental Protection

DEP 55-223 PAYMENT REQUEST SUMMARY FORM

Required Signatures: Original Ink

Grantee: City of Port St. Lucie
Mailing Address: _____

_____

DEP Agreement No.: _____
Date Of Request: _____

Task/Deliverable Amount Requested:$ _____

Grantee's Grant Manager:

_____

Payment Request No.: _____

Performance Period: _____

Task/Deliverable No.: _____

GRANT EXPENDITURES SUMMARY SECTION
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	$	$	$	$
Fringe Benefits	$	$	$	$
Travel (if authorized)	$	$	$	$
Subcontracting:				
Planning	$	$	$	$
Design	$	$	$	$
Construction	$	$	$	$
Equipment Purchases	$	$	$	$
Supplies/Other Expenses	$	$	$	$
Land	$	$	$	$
Indirect	$	$	$	$
TOTAL AMOUNT	$	$	$	$
TOTAL TASK BUDGET AMOUNT	$		$	
Less Total Cumulative Payments of:	$		$	
TOTAL REMAINING IN TASK	$		$	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

EXHIBIT F

APPENDICES A and E

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the

Florida Department of Transportation, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT G

49 CFR 26.13 - What assurances must recipients and contractors make?

- eCFR
- Authorities (U.S. Code)
- What Cites Me

prev | next

§ 26.13 What assurances must recipients and contractors make?

(a) Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

(b) Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

[79 FR 59593, Oct. 2, 2014]

Exhibit H

U.S. Department of Transportation
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
202-366-4000

DOING BUSINESS WITH FHWA



Contractors & Recipients General Terms and Conditions for Assistance Awards

Effective Date: March 6, 2015 (for awards effective after June 22, 2015)

DEFINITIONS

AO	Agreement Officer
AS	Agreement Specialist
AOR	Agreement Officer's Representative
Agreement	Grant Agreement or Cooperative Agreement
CFR	Code of Federal Regulation
FAR	Federal Acquisition Regulation
FHWA	The Federal Highway Administration
OMB	Office of Management and Budget

1. GOVERNING REGULATIONS

Performance under this Agreement will be governed by and in compliance with the following regulations:

2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

2 CFR Part 200 will be applicable to all non–federal entities as a default position, and that any determination not to apply 2 CFR Part 200 subparts A through E to for–profit entities, foreign public entities, or foreign organizations will be made in writing and identify the basis for that determination.

Cost Principles For-profit Organizations: 48 CFR 31 (Federal Acquisition Regulations) Subpart 31.2

2. SECTION 508 OF THE REHABILITATION ACT OF 1973

While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended, do not apply to assistance agreements, the FHWA is subject to the Act's requirements that all documents posted on an FHWA or FHWA-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this Agreement and submitted in electronic format must be submitted in a format whereby FHWA can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended.

NOTE: Quarterly Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.

Accessibility Requirements: Section 508 of the Rehabilitation Act of 1973

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act (http://www.access-board.gov/508/508standards.htm) - PART 1194 and the Federal IT Accessibility Initiative Home Page (http://section508.gov) for detailed information.

The following paragraphs summarize the requirements for preparing FHWA reports in conformance with Section 508 for eventual posting by FHWA to an FHWA-sponsored website.

a. *Electronic documents with images*

   Provide a text equivalent for every non-text element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that

convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. *Electronic documents with complex charts or data tables*

When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. *Electronic documents with forms*

When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Draft documents developed under this Agreement will be delivered as electronic files compatible with Microsoft Word 2000, or verified to be error free when read using Microsoft Word 2000 and Adobe PDF formats. Any other electronic format will receive prior approval from the AOR. With prior approval of the AOR, artwork or graphics not embedded in the electronic (MS Word) document may be submitted in camera ready format. Deliverables must follow the Turner Fairbanks Highway Research Center (TFHRC) **Communications Reference Guide** (https://www.fhwa.dot.gov/publications/research/general/03074/index.cfm) unless otherwise indicate in this scope of work.

The final deliverables under this Agreement must comply with Section 508 of the Rehabilitation Act and the Access Board Standards available online at: http://www.section508.gov/. Unless otherwise indicated, the Recipient represents by signature on this Agreement that all deliverables will comply with the Access Board Standards. Final documents will be delivered in Microsoft Word 2000, PDF, and HTML formats. These documents will be prepared in electronic GPO-required format and will meet the Section 508 requirements to allow them to be posted and viewed on the Internet. Files should be organized so that they are readable without requiring an associated style sheet. The html versions will include a text equivalent description (e.g., via "alt", "longdesc", or in element content) for every non-text (e.g., graph, table, photo, diagram, etc.) element in the document. The best location for information on regulations for 36 CFR 1194, which implements Section 508 of the Rehabilitation Act of 1973, as amended, is at http://www.access-board.gov/sec508/guide/index.htm.

If the information center website existed before the effective date of this Agreement, information presented prior to the date of execution of this Agreement does not need to be modified to comply with Federal accessibility requirements. However, if a web page is modified or updated during this Agreement's period of performance, the modified or updated page must be presented in accessible format.

3. RESPONSIBILITIES OF THE RECIPIENT

The Recipient will provide overall program management. Specifically, the Recipient will be responsible for the following, as a minimum:

- Meeting with the AOR as necessary.
- Participating in a kick-off meeting with the AO and/or the AOR to discuss agreement expectations and procedures.
- Participating in meetings via teleconference or web conference with the AOR.
- Performing the Statement of Work as described in Section I, Funding Opportunity Description.
- Coordinating and managing work, including issuing and managing subcontracts/sub awards and consulting arrangements, as necessary.
- Submitting all required reports including Quarterly Progress Reports. (See Part B of this Section, entitled Reporting.)
- During the period of performance, the FHWA and the Recipient will meet periodically, at a minimum annually, to discuss project activities. The location of the meeting will be established by the AOR. Note: for application process, assume the meeting will be in Washington, DC and will last 1 full day.

4. NON-DOMESTIC TRAVEL

All non-domestic travel must be approved in writing by the AO prior to incurring costs. Travel requirements under this Agreement will be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

5. AMENDMENTS

This Agreement and any amendments executed by the AO constitute the entire agreement between the parties. Discussions and understandings concerning such scope and subject matter are superseded by this Agreement and any executed amendments. All changes to the terms and conditions of this Agreement will be in writing, issued as an Amendment and signed by the AO pursuant to 2 CRF 200.308.

a. *Unilateral.* A unilateral amendment is signed only by the AO. Unilateral amendments are used, for example, to make administrative changes; i.e. funding, accounting data changes, change in Government personnel.
b. *Bilateral.* A bilateral amendment is a change that is signed by the Recipient and the AO. Bilateral amendments are used to reflect other agreements of the parties amending the terms of the Agreement.

6. AGREEMENT OFFICER'S REPRESENTATIVE (AOR)

The AO may designate an AOR to assist in monitoring the work under this Agreement. The AOR will oversee the technical administration of this Agreement and act as technical liaison with the performing organization. The AOR is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the FHWA or authorize any changes which affect the Agreement funding, delivery schedule, period of performance or other terms or conditions.

The AO is the only individual who can legally commit or obligate the FHWA for the expenditure of public funds. The technical administration of this Agreement will not be construed to authorize the revision of the terms and conditions of performance. The AO will authorize any such revision in writing.

7. PAYMENT

The Recipient may request advances or reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions not-to exceed the funds currently available as stated herein. Requests should be made no more frequently than monthly and must include the certification as required by 2 CFR 200.415.

Payments by Reimbursement

Requests for payments by reimbursement will be submitted to the payment office via DELPHI eInvoicing System. When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient will submit supporting cost detail electronically with the SF 270, Request for Advance or Reimbursement or, if construction, the SF 271, Outlay Report and Request for Reimbursement for Construction to clearly document all costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc. Identify the Federal share and the Recipient's cost share portions as applicable. The cost detail should show all the project costs for the period covered by the reimbursement request, and also show all the cumulative-to-date costs.

The AO or Agreement Specialist reserve the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without AOR review and approval to ensure that progress on the Agreement is sufficient to substantiate payment. After AOR approval, the AO will certify and forward the request for reimbursement to the payment office via DELPHI eInvoicing System.

Advance Payments

Recipients may be paid in advance, provided they maintain or demonstrate the willingness to maintain the following in accordance with 2 CFR 200.305 as applicable: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Recipient, and (2) financial management systems that meet the standards for fund control and accountability. When these items are not met, reimbursement will be the method for payment.

DELPHI eInvoicing System Registration and Information

The Recipient must have Internet access to register and use the DELPHI eInvoicing System. Prompt registration for DELPHI eInvoicing System is important in order to reduce the possibility of delayed payments.

All persons accessing the DELPHI eInvoicing System will be required to have their own unique user ID and password. It is not possible to have a generic ID and password for a Recipient.

To register for DELPHI eInvoicing System, Recipients must eAuthenticate and activate an accoun by contacting their AO and providing the full name, title, phone number and e-mail address for the appropriate point(s) of contact (POC) who will submit payment requests. Within two weeks the POC should receive an invite to sign up for the system. The POC will also receive a form to verify their identity. The POC must complete the form, and present it to a Notary Public for verification. The POC will return the notarized form to:

DOT Enterprise Service Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

When the form is received and validated, the Recipient POC will receive a unique user ID and password via e-mail. POCs should contact their AO with any changes to their system information.

Applicants registered with other DOT Agencies, such as Federal Aviation Administration or Federal Railroad Administration, must also apply for access with FHWA in order to request payment from FHWA.

To facilitate your use of the DELPHI eInvoicing system, comprehensive user's information is available at http://www.dot.gov/policy-initiatives/delphi-einvoicing-system-training-materials.

Account Management

The Applicant should contact their AO when POCs have left their organization or are no longer will be submitting invoices, with the full name, title, phone number, e-mail address, and user ID of the POC. The user ID will then be removed. If a user ID becomes inactive/times out due no activity, the Recipient should contact their AO with the full name, title, phone number, e-mail address, and user ID of the POC to be reactivated. To prevent being timed out due to no-activity, users should login once within 45 days of their last login.

Waivers

The Department of Transportation Financial Management officials may, on a case by case basis, waive the requirement to register and use the DELPHI eInvoicing System. Waiver request forms can be obtained on the DELPHI eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting the AO. Applicants must explain why they are unable to use or access the Internet to register and enter payment requests.

All waiver requests should be sent to via mail to:

Director of the Office of Financial Management
US Department of Transportation, B-30
Office of Financial Management, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or electronically to: DOTElectronicInvoicing@dot.gov

The Director of the DOT Office of Financial Management will confirm or deny the request within approximately 30 days.

If a Recipient is granted a Waiver, Requests for advance or reimbursement and required supporting documents, should be sent via regular U.S. Postal Service to the following address:

Federal Highway Administration
Markview Processing
P.O. Box 268865
Oklahoma City, OK 73126-8865
Attention: Ryan Wisniewski

Requests for advance or reimbursement submitted via an overnight service must use the following physical address:

MMAC
FHWA/AMZ-150
6500 MacArthur Blvd.
Oklahoma City, OK 73169
Attention: Ryan Wisniewski

Express Delivery Point of Contact: Ryan Wisniewski, 405-954-8252

8. FUNDS NOTIFICATION

The Recipient shall notify the AO in writing whenever it has reason to believe that the costs it expects to incur under this Agreement in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far allotted to the Agreement by the Government. The notice shall state the estimated amount of additional funds required to complete the work under the Agreement.

9. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

An acknowledgment of FHWA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Highway Administration under Agreement No. - **(fill in award number)**."

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Highway Administration."

10.SITE VISITS

The FHWA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. During a site visit, the Recipient and/or sub-recipient/subcontractor will provide all reasonable facilities and assistance for the safety and convenience of the FHWA representative. All site visits and evaluations will be performed in such a manner as to not unduly delay work.

11. BUDGET REVISION/REALLOCATION OF AMOUNTS (FOR AWARDS OVER THE SIMPLIFIED ACQUISITION THRESHOLD)

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 2 CFR 200.308 The Recipient must obtain prior written approval from the AO to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this Agreement.

12. SYSTEM FOR AWARD MANAGEMENT (SAM)

The Recipient must be registered in the SAM in order to receive payments under this Agreement. Use of the SAM is to provide one location for Applicants and Recipients to change information about their organization and enter information on where government payments should be made Information for registering in the SAM and online documents can be found at www.sam.gov.

13. PRINTING

The Joint Committee on Printing Regulations Number 26, Section 36 states that Recipients shall not become prime or substantial sources of printing for the use of departments and agencies.

In the performance of this agreement, the Recipient may duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages. Duplication of quantities in excess of the amounts stated requires prior written approval of the AO. The Recipient must submit such requests in writing or by email to the AO, to include specifics on the deliverable, requested printing quantity, and estimated costs for printing.

14. DRUG FREE WORKPLACE

The Recipient will comply with Subpart B of 49 CFR Part 32, Government wide Requirements for a Drug-Free Workplace (Financial Assistance). See 49 CFR Part 32 for details of the requirement.

15. DEBARMENT AND SUSPENSION REQUIREMENTS

The non-Federal entity must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict Federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities.

16. TERMINATION AND SUSPENSION

This Agreement may be terminated or suspended in whole or in part, at any time prior to its expiration date in accordance with 2 CFR 200.339.

The Recipient may appeal or object to a termination or suspension for non-compliance by submitting an appeal in writing to the next level above the AO within 30 days after receipt of the written notification of termination or suspension of this agreement. The Recipient will document the dispute by notifying the Agency in writing of the relevant facts, identify the grounds for objecting or appealing the termination or suspension and specify the remedy sought. The Agency will follow the procedures in the Disputes section when responding to this appeal.

17. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

a. Definitions. As used in this clause-

   "Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

   "Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

b. This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

c. The Applicant should-

   i. Adopt and enforce policies that ban text messaging while driving- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

   ii. Conduct initiatives in a manner commensurate with the size of the business, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Sub-agreements/sub-contracts. The Applicant shall insert the substance of this clause, including this paragraph (d), in all sub-agreement/subcontracts that exceed the micro-purchase threshold.

18. REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB-AWARDS (2 CFR Part 170, Appendix A)

I. Reporting Sub-awards and Executive Compensation.

a. *Reporting of first-tier sub-awards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal fund that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*
   i. i. You must report each obligating action described in paragraph a.1. of thi award term to http://www.fsrs.gov.
   ii. ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if th obligation was made on November 7, 2010, the obligation must be reporte by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action tha the submission instructions posted at *http://www.fsrs.gov specify*.

b. *Reporting Total Compensation of Applicant Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fisca year, if-
   i. the total Federal funding authorized to date under this award is $25,000 or more;
   ii. in the preceding fiscal year, you received-
      A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
   iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) o the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public ha

access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
   i. As part of your registration profile at http://www.sam.gov.
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Sub-applicant Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragrapl d. of this award term, for each first-tier sub-applicant under this award, you will report the names and total compensation of each of the sub-applicant's five most highly compensated executives for the sub-applicant's preceding completed fisca year, if-
   i. in the sub-applicant's preceding fiscal year, the sub-applicant received-
      A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and
      B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
   ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) o the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public ha: access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)

2. *Where and when to report.* You must report sub-applicant executive total compensation described in paragraph c.1. of this award term:
   i. To the Applicant.
   ii. By the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub-applicant by November 30 of that year.

d. *Exemptions* If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:
   i. Sub-awards, and
   ii. The total compensation of the five most highly compensated executives of any sub-applicant.

e. *Definitions.* For purposes of this award term:
   1. *Entity* means all of the following, as defined in 2 CFR Part 25:
      i. A Governmental organization, which is a State, local Government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;
      v. A Federal agency, but only as a sub-applicant under an award or sub-awarc to a non-Federal entity.

   2. *Executive* means officers, managing partners, or any other employees in management positions.

   3. *Sub-award:*
      i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you receivec this award and that you as the Applicant award to an eligible sub-applicant
      ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec __ .210 of the attachment to OMB Circular A-133, "Audits of States, Loca Governments, and Non-Profit Organizations").
      iii. A sub-award may be provided through any legal agreement, including an agreement that you or a sub-applicant considers a contract.

   4. *Sub-applicant* means an entity that:
      i. Receives a sub-award from you (the Applicant) under this award; and
      ii. Is accountable to you for the use of the Federal funds provided by the sub-award.

   5. *Total compensation* means the cash and noncash dollar value earned by the executive during the Applicant's or sub-applicant's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
      i. *Salary and bonus.*
      ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
      iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
      iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
      v. *Above-market earnings on deferred compensation which is not tax-qualified.*
      vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on

behalf of the employee, perquisites or property) for the executive exceeds $10,000.

19. OMB PAPERWORK REDUCTION ACT

The Paperwork Reduction Act of 1995 (PRA): Any activities involving information collection (i.e. paper or web-based surveys, questionnaires, etc.) from 10 or more non-Federal entities, OMB Information Collection Clearance, a process that generally takes eight months. The Recipient will coordinate with the AOR on this process.

20. CONFLICT OF INTEREST

If at any time during performance, the Recipient identifies an actual or potential personal or organizational conflict of interest relating to performance of this Agreement, the Recipient must immediately notify the AO in writing. Actual or potential conflicts of interest may include but are not limited to any past, present or planned contractual, financial, or other relationships, obligations commitments or responsibilities, which may bias the Recipient or affect the Recipient's ability to perform the agreement in an impartial and objective manner.

The AO will review the statement and may require additional relevant information from the Recipient. All such information, and any other relevant information known to DOT, will be used to determine whether agreement performance by the Recipient creates an actual or potential conflict of interest. If any such conflict of interest is found to exist, the AO may (a) terminate the Agreement pursuant to the termination term of the Agreement, or (b) determine that it is otherwise in the best interest of the United States to continue the agreement and include appropriate provisions to mitigate or avoid such conflict in the Agreement pursuant to 2 CFR 200.112.

21. ANNUAL PROPERTY REPORT

The Recipient must submit an electronic copy and one hard copy of the SF-428 Tangible Personal Property Report to the AOR and one electronic copy and one hard copy to the Agreement Specialist 60 days prior to the anniversary date of this Agreement.

If no property was furnished or acquired during the Agreement up to the end date of the reporting period, indicate that information in block 8 of the SF-428. If property was furnished or acquired during the Agreement up to the end date of the reporting period, list the property on the SF-428-A and SF-428S forms. Use additional sheets as necessary. Use separate sets of sheets to show Federally-owned property and Recipient-owned property.

22. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS

The Recipient shall not require employees or subrecipients to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subrecipients from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Page last modified on January 12, 2016

AMENDMENT NO. 1
TO AGREEMENT NO. T2121
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PORT ST. LUCIE

This Amendment to Agreement No. T2121 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Construction of 10' x 1 mile (+/-10%) ADA compliant hard-surface trail, 8' x 1,540 L.F. (+/-10%) natural surface trail with four (4) 8' wide connecting boardwalks totaling 460 L.F. (+/-10%), and two pedestrian crosswalks with curb ramps with the purchase and installation of trail marker signs.; and,

WHEREAS, the parties wish to revise the scope of work; the scope of work was previously for the construction of 10' x 1 mile (+/-10%) ADA compliant hard-surface trail, 8' x 1,540 L.F. (+/-10%) natural surface trail with four (4) 8' wide connecting boardwalks totaling 460 L.F. (+/-10%), and two pedestrian crosswalks with curb ramps with the purchase and installation of trail marker signs, and is hereby amended to the construction of 10' x 10,900 L.F. (+/-10%) ADA compliant hard-surface trail; and amend the Agreement as set forth herein to extend the grant period to February 22, 2026; and,

WHEREAS 2410 SE Westmoreland Blvd., Port St. Lucie, FL 34984 is being removed from the project location and the Port Preserve Trail is being removed from the project name as a result of the Revised Grant Work Plan;

NOW THEREFORE, the parties agree as follows:

1) Attachment 0, Standard Grant Form, Paragraph 8, is hereby modified to include the following:
   Unique Entity Identifier (UEI): X24XLGNLM123
   Federal Award Project Description: Recreational Trails Program

2) Attachment 1, Standard Terms and Conditions (Rev. 06/21/2022) is hereby deleted in its entirety and replaced with Attachment 1 Standard Terms and Conditions (Rev. 08/16/2024) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1, Standard Terms and Conditions (Rev. 08/16/2024).

3) Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Special Terms and Conditions.

4) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5) Attachment 4, Public Records Requirements (Rev. 04/27/2018), is hereby deleted in its entirety and replaced with Attachment 4 Public Records Requirements (Rev. 04/08/2024) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4, Public Records Requirements (Rev. 04/08/2024).

6) Attachment 9, Required Contract Provisions for Federal-Aid Construction Contracts (05/01/2012) hereby deleted in its entirety and replaced with Required Contract Provisions for Federal-Aid Construction Contracts (10/23/2023) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 9 shall hereinafter refer to Attachment 9, Required Contract Provisions for Federal-Aid Construction Contracts (10/23/2023).

7) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Port St. Lucie

By: _____

Title: City Manager

Date: 10/21/2024

Florida Department of Environmental Protection

By: Mara Gambineri Digitally signed by Mara Gambineri Date: 2024.11.25 10:50:54 -05'00'

Secretary or Designee

Date: 11/25/2024

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Attachment	1	Standard Terms and Conditions (Rev. 08/16/2024) (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	4	Public Records Requirements (Rev. 04/08/2024) (1 page)
Attachment	9	Required Contract Provisions for Federal-Aid Construction Contracts (10/23/2023) (14 pages)

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.
35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.
36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.
37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.
38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.
39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.
40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.
41. Food Commodities.
To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.
42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.
43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. T2121

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Wilderness Park Cambridge Trail. The Project is defined in more detail in Attachment 3-A, Revised Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on the Agreement Begin Date and ends on the Project Completion Date, as defined in Attachment 3.
b. Extensions. There are two one-year extensions available to the Grantee, if requested in writing, for good cause, subject to the conditions in Rule 62S-2.075(7)(a), F.A.C. There are no other extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, N/A.
☒	☒	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $500,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made 03/11/2022 or after for purposes of meeting its match requirement as identified above.
Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in subsection 62S-2.071(4)(b), F.A.C. Grantee acknowledges and agrees not to provide ineligible match sources which includes value of real property or inmate labor.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

a. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

b. The Grantee shall physically attach: (1) Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements; (2) Attachment 9, Form FHWA-1273, Required Contract Provisions Federal-Aid

Construction Contracts; (3) Exhibit F, Appendices A and E; (4) Exhibit G, 49 CFR §26.13; and (5) Exhibit H, FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards to all subcontracts executed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.
None.

ATTACHMENT 3-A
REVISED GRANT WORK PLAN
RECREATIONAL TRAILS PROGRAM (RTP)
Project Name: Wilderness Park Cambridge Trail
Grantee Name: City of Port St. Lucie
RTP Project #T21021

SUMMARY: The Grantee will complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.) and the FHWA Recreational Trails Program Interim Guidance Manual. Any alteration(s) to the Project Element(s) defined in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended RTP Priority List for FY2021-2022 is considered a significant change, must be pre-approved by the Department, and requires a formal Amendment to this Agreement.

All work must be completed in accordance with laws, rules, and guidance including, but not limited to: local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the FDOT Project Development and Environmental Manual (PD&E Manual), the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to the Department issuing a Notice to Proceed to the Grantee, as specified in Attachment 6, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

COMPLETION: The Department will designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department may retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62S-2.075(7)(e), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project being designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

PROJECT LOCATION: The project is located at 2701 SE Westmoreland Blvd., Port St. Lucie, FL 34984.

PROJECT CATEGORY AND USE: This is a nonmotorized, diverse-use trail.

BUDGET: Reimbursement for allowable costs for the Project may not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services as set forth in subsection 62S-2.071(4), F.A.C. Grantee shall maintain an accounting system that meets generally accepted accounting principles and will maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved RTP Application. A detailed Project cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the Notice to Proceed. All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	$ 500,000
Required Grantee Match Amount:	$ 500,000
Total Estimated Project Cost:	$ 1,000,000
Match Ratio:	50:50

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Approval of required NEPA documentation by FHWA. **1.B.** Development of Commencement Documentation Checklist (OGT-11)[1]. **1.C.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** **1.A.** Submission through SWEPT and approval of required NEPA documentation by FHWA. **1.B.** All applicable Project specific Commencement documentation, including, but not limited to those listed on Commencement Documentation Checklist (OGT-11). **1.C.** Cost Analysis Form with detailed budget (and/or In-House Cost Schedule(s), if applicable). The Department will issue Notice to Proceed upon receipt and approval of deliverables 1.A., 1.B. and 1.C. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not to exceed fifteen percent (15%) of total project cost, and shall be invoiced upon project completion, in accordance with the Payment Request Schedule below. **The Grantee may not proceed with construction of the Project until Notice to Proceed has been issued.**	**Deliverable 1.A.** 30 days after Execution of Agreement[2] **COMPLETE 03/27/2024** **Deliverables 1.B. and 1.C.** 60 days after Execution of Amendment 1[2]	The Department will terminate the Project Agreement if the required Deliverables are not submitted and approved by the FHWA and the Department.
TASK 2 **2.A.** Development of Project Elements, including: **SCOPE OF WORK:** Construction of 10' x 10,900 L.F. (+/-10%) ADA compliant hard-surface trail. **2.B.** Development of Completion of Documentation Checklist (OGT-13). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation, including, but not limited to those listed on Project Completion Documentation Checklist (OGT-13). **2.C.** Final Status Report (DRP-109).	Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date[3] **December 24, 2025**	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Project Deliverables, the Grantee may submit a **single payment request** on Payment Request Summary Form (DEP55-223) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. RTP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/recreational-trails-program and/or, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
2. Project Agreement is subject to termination if NEPA documents under Task 1 are not received and approved by FHWA within 180 days of the Project Agreement execution.
3. Project Agreement is subject to termination if Commencement documents under Task 1 are not received and approved by the Department within 60 days of the Project Amendment execution.
4. This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department through the execution of an amendment.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price

subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT**

TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized

aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.
All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. T2121

ATTACHMENT 2-A

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Wilderness Park Cambridge Trail. The Project is defined in more detail in Attachment 3-A, Revised Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on the Agreement Begin Date and ends on the Project Completion Date, as defined in Attachment 3.
b. Extensions. There are two one-year extensions available to the Grantee, if requested in writing, for good cause, subject to the conditions in Rule 62S-2.075(7)(a), F.A.C. There are no other extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur after approval of the final delivereable(s).
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, N/A.
☒	☒	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $500,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made 03/11/2022 or after for purposes of meeting its match requirement as identified above.
Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in subsection 62S-2.071(4)(b), F.A.C. Grantee acknowledges and agrees not to provide ineligible match sources which includes value of real property or inmate labor.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

The Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet Project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform with the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as Exhibit D, Quality Assurance Requirements for Grants.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

a. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

b. The Grantee shall physically attach: (1) Attachment 8, Contract Provisions for Department of Transportation (DOT) Funded Agreements; (2) Attachment 9, Form FHWA-1273, Required Contract Provisions Federal-Aid

Construction Contracts; (3) Exhibit F, Appendices A and E; (4) Exhibit G, 49 CFR §26.13; and (5) Exhibit H, FHWA Contractors & Recipients General Terms and Conditions for Assistance Awards to all subcontracts executed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
In the event that this Agreement facilitates the provision of federal or state financial assistance to a county or municipality classified as a rural community or rural area of opportunity, as defined in Section 288.0656(2), Department is authorized, in accordance with section 215.971, F.S., to process the payment of invoices to such county or municipality.

Such payments shall be made for verified and eligible performance that has been completed in accordance with the terms and conditions stipulated in this Agreement.

16. Additional Terms.
None.

ATTACHMENT 3-A
REVISED GRANT WORK PLAN
RECREATIONAL TRAILS PROGRAM (RTP)
Project Name: Wilderness Park Cambridge Trail
Grantee Name: City of Port St. Lucie
RTP Project #T21021

SUMMARY: The Grantee will complete the Project Element(s), which were approved by the Department through the RTP Application Evaluation Criteria, pursuant to Chapter 62S-2, Florida Administrative Code (F.A.C.) and the FHWA Recreational Trails Program Interim Guidance Manual. Any alteration(s) to the Project Element(s) defined in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended RTP Priority List for FY2021-2022 is considered a significant change, must be pre-approved by the Department, and requires a formal Amendment to this Agreement.

All work must be completed in accordance with laws, rules, and guidance including, but not limited to: local, state and federal laws, the approved Project plans, all required permits, the Florida Building Code and, as applicable, the FDOT Project Development and Environmental Manual (PD&E Manual), the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways ("Florida Greenbook"). Prior to the Department issuing a Notice to Proceed to the Grantee, as specified in Attachment 6, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

COMPLETION: The Department will designate the Project complete upon receipt and approval of all Deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department may retain ten percent (10%) of the Grant Award until the Grantee completes the Project and the Department approves the Completion Documentation set forth in paragraph 62S-2.075(7)(e), F.A.C. The final payment of the retained ten percent (10%) will be processed within thirty (30) days of the Project being designated complete by the Department.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

PROJECT LOCATION: The project is located at 2701 SE Westmoreland Blvd., Port St. Lucie, FL 34984.

PROJECT CATEGORY AND USE: This is a nonmotorized, diverse-use trail.

BUDGET: Reimbursement for allowable costs for the Project may not exceed the maximum grant award amount outlined below. Required match will be provided by cash or in-kind services as set forth in subsection 62S-2.071(4), F.A.C. Grantee shall maintain an accounting system that meets generally accepted accounting principles and will maintain financial records to properly account for all Program and matching funds. The total estimated Project cost provided below is based on the approved RTP Application. A detailed Project cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the Notice to Proceed. All final Project costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	$ 500,000
Required Grantee Match Amount:	$ 500,000
Total Estimated Project Cost:	$ 1,000,000
Match Ratio:	50:50

Scope of Work/Tasks within Deliverable	Deliverables	Due Date	Financial Consequences
TASK 1 **1.A.** Approval of required NEPA documentation by FHWA. **1.B.** Development of Commencement Documentation Checklist (OGT-11)[1]. **1.C.** A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	**DELIVERABLE 1** **1.A.** Submission through SWEPT and approval of required NEPA documentation by FHWA. **1.B.** All applicable Project specific Commencement documentation, including, but not limited to those listed on Commencement Documentation Checklist (OGT-11). **1.C.** Cost Analysis Form with detailed budget (and/or In-House Cost Schedule(s), if applicable). The Department will issue Notice to Proceed upon receipt and approval of deliverables 1.A., 1.B. and 1.C. Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not to exceed fifteen percent (15%) of total project cost, and shall be invoiced upon project completion, in accordance with the Payment Request Schedule below. **The Grantee may not proceed with construction of the Project until Notice to Proceed has been issued.**	**Deliverable 1.A.** 30 days after Execution of Agreement[2] **COMPLETE 03/27/2024** **Deliverables 1.B. and 1.C.** 60 days after Execution of Amendment 1[2]	The Department will terminate the Project Agreement if the required Deliverables are not submitted and approved by the FHWA and the Department.
TASK 2 **2.A.** Development of Project Elements, including: **SCOPE OF WORK:** Construction of 10' x 10,900 L.F. (+/-10%) ADA compliant hard-surface trail. **2.B.** Development of Completion of Documentation Checklist (OGT-13). **2.C.** Completion of Final Status Report (DRP-109).	**DELIVERABLE 2** The Grantee may request reimbursement upon Department receipt and approval of: **2.A.** Development of required Project Elements. **2.B.** All applicable Project specific Completion documentation, including, but not limited to those listed on Project Completion Documentation Checklist (OGT-13). **2.C.** Final Status Report (DRP-109).	Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date[3] **December 24, 2025**	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the Recreation Trails Program (RTP); approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certification and the Deliverables, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Project Deliverables, the Grantee may submit a **single payment request** on Payment Request Summary Form (DEP55-223) along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks. The payment request must include documentation regarding the match source, as required.

Endnotes:

1. RTP documentation is available at https://floridadep.gov/lands/land-and-recreation-grants/content/recreational-trails-program and/or, Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, M.S. 585, Tallahassee, Florida 32399-3000.
2. Project Agreement is subject to termination if NEPA documents under Task 1 are not received and approved by FHWA within 180 days of the Project Agreement execution.
3. Project Agreement is subject to termination if Commencement documents under Task 1 are not received and approved by the Department within 60 days of the Project Amendment execution.
4. This time period may be extended within the parameters of the RTP and/or FHWA federal guidelines, upon written request of the Grantee and approval by the Department through the execution of an amendment.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

AMENDMENT NO. 2
TO AGREEMENT NO. T2121
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF PORT ST. LUCIE

This Amendment to Agreement No. T2121 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and theCity of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Construction of 10' x 1 mile (+/-10%) ADA compliant hard-surface trail, 8' x 1,540 L.F. (+/-10%) natural surface trail with four (4) 8' wide connecting boardwalks totaling 460 L.F. (+/-10%), and two pedestrian crosswalks with curb ramps with the purchase and installation of trail marker signs.

WHEREAS, the parties wish to update and extend the Agreement as set forth herein to extend the grant period to August 22, 2026.

NOW THEREFORE, the parties agree as follows:

1) The Agreement is extended for a six month period to begin February 22, 2026 and remain in effect until August 22, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2) Attachment 0, Standard Grant Form, Paragraph 8, is hereby modified to include the following:
Unique Entity Identifier (UEI): X24XLGNLM123
Federal Award Project Description: Recreational Trails Program

3) Attachment 1, Standard Terms and Conditions (Rev. 06/21/2022) is hereby deleted in its entirety and replaced with Attachment 1 Standard Terms and Conditions (Rev. 08/16/2024) as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1, Standard Terms and Conditions (Rev. 08/16/2024).

4) Attachment 5, Special Audit Requirements (rev. 11/8/2022) is hereby deleted in its entirety and replaced with Attachment 5, Special Audit Requirements (Rev. 07/01/2025) as attached to this Amendment and hereby incorporated into the Agreement. All references in the agreement to Attachment 5 shall hereinafter refer to Attachment 5, Special Audit Requirements (Rev. 07/01/2025).

All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

City of Port St. Lucie

By:

Title:

Date: 8/20/25

Florida Department of Environmental Protection

By:

Secretary or Designee

Date: _____

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

Attachment	1	Standard Terms and Conditions (Rev. 07/02/2025) (14 pages)
Attachment	5	Special Audit Requirements (Rev. 07/01/2025) (6 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
	U.S. Department of Transportation - Federal Highway Administration	20.219	Recreational Trails Program	$500,000.00	140185
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$500,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

City of Port St. Lucie
Procurement Management Division
Nathaniel Rubel, Assistant Director
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QUESTION & ANSWER REPORT

IFB No. 20250198

Wilderness Trail Construction Project

RESPONSE DEADLINE: September 30, 2025 at 2:00 pm

Wednesday, November 12, 2025

Approved, Unanswered Questions

Approved, Answers Provided

1. Budget

Aug 29, 2025 8:50 PM

Question: What is the budget for this project?

Aug 29, 2025 8:50 PM

Answered by Robyn Holder: $2,500,000.00

Sep 12, 2025 12:54 PM

2. Bid Budget

Sep 3, 2025 2:08 PM

Question: What is the estimated or set budget for this project?

Sep 3, 2025 2:08 PM

Answered by Robyn Holder: $2,500,000.00

Sep 12, 2025 12:54 PM

3. Pre-bid teams meeting

Sep 4, 2025 8:38 AM

Question: What is the date and time of the meeting?

Sep 4, 2025 8:38 AM

Answered by Robyn Holder: There is no Pre Bid meeting at this time.

Sep 12, 2025 12:54 PM

4. Project budget

Sep 4, 2025 4:21 PM

Question: Is there an estimate of the work?

Sep 4, 2025 4:21 PM

Answered by Robyn Holder: $2,500,000.00.

Sep 12, 2025 12:54 PM

5. Bid Budget

Sep 10, 2025 4:03 PM

Question: What is the estimated or set budget for this project?

Sep 10, 2025 4:03 PM

Answered by Robyn Holder: $2,500,000.00.

Sep 12, 2025 12:54 PM

6. No subject

Sep 11, 2025 4:15 PM

Question: Is there an engineer's estimate ?

Sep 11, 2025 4:15 PM

Answered by Robyn Holder: $2,500,000.00.

Sep 12, 2025 12:54 PM

7. No subject

Aug 29, 2025 1:04 PM

Question: Can a building contractor bid this project? If not, can you explain why not?

Aug 29, 2025 1:04 PM

Answered by Robyn Holder: The scope of this project - 2.1 miles of concrete multi-modal trail, sitework, utilities, landscaping/irrigation, signage and a restroom facility - falls under the definition of a Certified

General Contractor (CGC). A Certified Building Contractor (CBC) license does not not cover heavy civil work such as roadway or trail construction.

Sep 12, 2025 1:44 PM

8. Permits

Aug 29, 2025 8:51 PM

Question: Are DEP permits required? Have they already been issued?

Aug 29, 2025 8:51 PM

Answered by Robyn Holder: Refer to the Technical Specifications - it talks about what permits are required.

Sep 12, 2025 1:44 PM

9. Contract Term

Sep 8, 2025 9:12 AM

Question: Will the contract term change based on what bid alternatives are selected?

Sep 8, 2025 9:12 AM

Answered by Robyn Holder: No, the contract term will not change based on which bid alternates are selected. The contract time remains the same regardless of alternate selection. The estimated contract time is 8 months for the entire scope.

Sep 12, 2025 1:44 PM

10. Contractor Qualifications

Sep 10, 2025 1:09 PM

Question: Please confirm the necessary prime bidder's qualifications for this bid.

Sep 10, 2025 1:09 PM

Answered by Robyn Holder: The prime bidder must be a licensed Certified General Contractor (CGC) in the State of Florida.

Sep 12, 2025 1:44 PM