

BID, CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

**LATERAL U, PARK LATERAL, AND MAIN CANAL
MAINTENANCE CONTRACT**

2/20/2024

PREPARED FOR

FELLSMERE WATER CONTROL DISTRICT

**2501A Burns Road
Palm Beach Gardens, FL 33410**

| | | |
|-----------------------|---|-------------------------|
| <i>Greg Nelson</i> | - | <i>Chairman</i> |
| <i>Carnell</i> | - | <i>Board Member</i> |
| <i>Rodney Tillman</i> | - | <i>Board Member</i> |
| <i>Frank Sakuma</i> | - | <i>District Manager</i> |

by

**CARTER ASSOCIATES, INC.
1708 21st Street
Vero Beach, FL 32960
(772) 562-4191**

Project No. FL3572-9009.107-3

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**ADVERTISEMENT FOR BIDS
FELLSMERE WATER CONTROL DISTRICT
FOR
LATERAL U, PARK LATERAL, AND MAIN CANAL
MAINTENANCE CONTRACT**

Sealed Bids will be received by the Fellsmere Water Control District until: 2:00 P.M. on Wednesday, March 13, 2024, when they will be opened and read by the Administrator of the District or their Representative, in the offices of Carter Associates, Inc., 1708 21st Street, Vero Beach, FL for maintenance work on portions of the Fellsmere Water Control District Lateral U, Park Lateral, and Main Canal. A mandatory pre-bid site meeting and site inspection opportunity is scheduled for February 27, 2024, at 9:00 AM, at the FWCD offices located at 109 N. Willow, Fellsmere, Florida 32948.

The Instructions to Bidders, Proposal Form, Standard Form of Agreement, Drawings, Specifications and other Contract Documents may be examined at and/or obtained from the office of the District's Engineer, Carter Associates, Inc., 1708 21st Street, Vero Beach, FL 32960, Telephone (772) 562-4191, during normal business hours. One set of the Bid Documents may be provided free of charge to any Bidder who is able to provide proof of current licensure and successful right-of-way maintenance projects over the past three (3) years, or who is known by the Owner to meet such requirements. **THE CONTRACT DOCUMENTS CAN ALSO BE DOWNLOADED FROM THE FWCD WEBSITE.**

The Contract consists of clearing and grinding approximately 86,561 LF of flat right-of-way to create a maintenance access road along the berm next to the canals, and also clearing and grinding approximately 86,561 LF of sloped ditch bank. Following the clearing and grubbing work, the canal shall be cleaned of sand bars and vegetative debris. Spreading and regrading of spoil material along the maintenance access road will follow the cleaning work. Locations are along portions of three (3) of the major Lateral canals throughout the gravity drainage portion of the FWCD Boundary in Indian River County, Florida. Provision and proof of insurance coverages are also required.

All Bids shall be submitted on the Proposal Form (pages P-1 to P-9) as provided in the Documents Set or a legible copy thereof. Each Bid shall be submitted in a sealed envelope addressed to Carter Associates, Inc., 1708 21st Street, Vero Beach, FL 32960, and shall bear the name and address of the Bidder on the outside and the words: **"Lateral U, Park Lateral and Main Canal Maintenance Bid."** If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another shipping envelope addressed to Carter Associates.

Each Bid **must** be accompanied with a refundable Bid security made payable to the District in the amount of \$1,000.00. Bid security shall be in the form of a certified or bank check or a Bid bond issued by a surety meeting the requirements of the State of Florida. Bids submitted without the Bid security may be rejected at the discretion of the District. Further Bid requirements are contained in the "Instructions to Bidders" Section of the Bid Documents.

The District reserves the right to delay awarding of the Contract for a period of thirty (30) days after the Bid opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will best serve the interest of the District. Also, the proposals include subtotals for each Lateral, and each work phase, (clearing and grinding, canal cleaning, and access road restoration) to allow the awarding of the work phases to multiple contractors.

No Bidder may withdraw their Bid within thirty (30) days after the actual date of opening thereof.

FELLSMERE WATER CONTROL DISTRICT

Frank Sakuma, District Manager

Published: Vero Beach Press Journal on February 16, 2024

**INSTRUCTIONS TO BIDDERS
FOR
LATERAL U, PARK LATERAL, AND MAIN CANAL
MAINTENANCE CONTRACT**

**FELLSMERE WATER CONTROL DISTRICT
INDIAN RIVER COUNTY, FLORIDA**

1. Sealed Bids shall be received as outlined in the Invitation to Bidders. The Bid forms shall be the ones included in these documents. Any alternates or equals shall be attached to the proposal. The envelope shall be clearly marked **"Lateral U, Park Lateral, and Main Canal Maintenance Bid."**
2. Bidders are hereby notified to thoroughly examine the site, specifications and all contract documents. It is understood that the intent of these documents is to describe a complete job of: clearing and grinding (generally (25'+/-) horizontal and one (1) sloped canal bank), cleaning, regrading canal bottom(s), and stockpiling or disposal of spoil material for a given length of canal, all where indicated on the map. See map on Page MP-1. If there is any doubt as to the work to be performed, questions should be brought to the attention of the Engineer. All questions requiring changes to the Bid Documents must be received in writing, a minimum of seven (7) days before the Bid opening date to receive a written response in the form of an Addendum.
3. A mandatory pre-bid site meeting and site inspection opportunity is scheduled for February 27, 2024 at 9:00 AM. All bidders are highly encouraged to attend this meeting. The meeting will start at the FWCD offices located at 109 N. Willow, Fellsmere. Following a brief presentation in the office, Contractors will have the opportunity to visit the work areas. Please note that some areas are located behind locked gates. Landowners have been notified of the project and asked to open the gates on this date to allow Contractors access for inspection of the work area.
4. Each Bid must be accompanied with a Bid security made payable to the District in the amount of \$1,000.00. Bid security shall be in the form of a certified or bank check or a Bid bond issued by a surety meeting the requirements of the State of Florida. Bids submitted without the Bid security may be rejected at the discretion of the District.
5. Each Bidder is responsible for familiarizing themselves with the work site and determining the effect of all conditions on execution of the work.
6. Any errors or omissions as to the standard of work in the specifications shall not relieve the Contractor of the obligation to furnish a strictly first-class job in accord with the best practice to be found in similar work or similar class.
7. Proposals which are incomplete, conditional, obscure, or which contain additions not called for, escalator clauses, erasures, alterations, or irregularities of any kind, or which do not comply with the Bid Documents may be rejected at the option of the Owner.

8. Included in each Proposal by an individual or firm shall be the name and address of every person in party to the Proposed Contract and in the case of a Corporation, the names and address of the officers or members. Proposals shall be signed by the Owner, or in the case of a Corporation, by an authorized officer, member, or agent, subscribing the name of the Corporation with their name. Entries made by Bidder on the Proposal Form shall be typed or legibly written in ink.
9. The District requires no permit or other type of fees for the Contractor to perform the Contractual Work. The Bid prices stated in the proposal shall include all taxes, license, permit fees and assessments which might be lawfully assessed against the Owner or Contractor on the date of the proposal for the Contracted Work by other authorities having jurisdiction. This shall include applicable federal, state, and local taxes, license fees, sales taxes, use taxes, occupational assessments, and similar taxes.
10. The Bidder must include a total of ten dollars (\$10.00) in their Bid price for Item No. 6 of the Proposal's Bid Price Form, "For furnishing and providing insurance and proof thereof and Indemnification of the Owner". This item shall be paid upon submittal for the first pay request. Insurance shall remain in effect for the duration of the contract.
11. A Bidder may be required, before the award of any contract, to show to the complete satisfaction of the Owner that they have the necessary facilities, ability and financial resources to perform the work in a satisfactory manner and within the specified time; that they have a past history and references which will enable the Owner to satisfy themselves, beyond any reasonable doubt, as to the Bidder's qualifications for doing the work.
12. Before Proposals are sealed for delivery, Bidders should carefully check the data furnished, fill in all blank spaces, and examine their Bids to be certain they are in strict conformity with the requirements herein.
13. Proposals may be withdrawn, altered, and resubmitted at any time prior to the time set for opening the Bids. Proposals may not be withdrawn, altered, or resubmitted within thirty (30) days thereafter.
14. Time is a consideration in the Contract, and the Bidders, by executing and submitting the Proposal, are representing to the Owner that they can complete the project within the specified time frames.
15. It shall be understood and agreed that the written terms and provisions of these documents shall supersede all prior verbal statements of any and every official and/or representative of the Owner, and all such statements shall not be effective or construed as entering, or forming a part of, or altering the written agreement in any way.
16. The Bidder shall list all proposed subcontractors on the Proposal Form, page P-7.
17. Every request for interpretation of the Contract Documents shall be made in writing to Carter Associates, Inc. and must be received at least seven (7) working days prior to Bid opening. Written addenda will be issued to all Bidders at least three (3) working days prior to Bid opening and will become part of the Contract Documents. Each Bidder is responsible for obtaining all Contract Documents, including addenda, prior to submitting their Bid.

BID SECURITY

The amount of Bid Security is stated in the "Advertisement for Bids." The required security must be in the form of a certified or bank cashier's check made payable to Fellsmere Water Control District or a Bid bond issued by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register. Bid securities will be returned within thirty (30) days after Bid opening to all Bidders except to the apparent low successful Bidder and the second low Bidder. The Bid security of the apparent low successful Bidder and the second low Bidder shall be retained until the low successful Bidder has executed the required Contract Forms, where upon the securities shall then be returned. If the apparent low successful Bidder fails to execute and deliver the required Contract Forms within fifteen (15) days of the Notice of Award, Fellsmere Water Control District may annul the Notice of Award and the Bid security of that Bidder will be forfeited. Under such circumstances, Notice of Award and contracting may then proceed with the second low Bidder. Bid security shall be handled as stated above for the low successful Bidder.

**PROPOSAL FORM
FOR
LATERAL U, PARK LATERAL, AND MAIN CANAL
MAINTENANCE CONTRACT
FOR
FELLSMERE WATER CONTROL DISTRICT
INDIAN RIVER COUNTY, FLORIDA**

TO: FELLSMERE WATER CONTROL DISTRICT

C/O: Carter Associates, Inc.
1708 21st Street
Vero Beach, FL 32960

Date Submitted _____

The undersigned, as BIDDER, hereby declares that only person(s) or parties interested in this proposal as principals are those named herein, and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection to any other person, firm, corporation, or parties making a Bid or proposal and that it is in all respects fair and in good faith without collusion or fraud.

The undersigned, as BIDDER, hereby declares that they have examined the site of the work and informed themselves fully regarding all conditions pertaining to the character of the work and places where the work is to be performed; that they have examined the plans, specifications and contractual documents relative thereto; and that they have satisfied themselves relative to the work to be performed.

It is understood that the quantities of work to be done, where listed, are approximate only and intended principally to serve as a guide in preparing the Bids.

The BIDDER proposes and agrees that, if this proposal is accepted by the OWNER in the form of a Contract as specified, BIDDER will furnish all necessary materials, equipment, labor, tools, transportation, supervision, etc., necessary to complete the work as Bid below, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Plans, Specifications, and Contract Documents to the full and entire satisfaction of the OWNER.

The BIDDER further proposes and agrees hereby to commence work upon the site with an adequate force and equipment upon the dates specified in the Notice to Proceed as well as the Specified Contract dates and to fully complete the work within the time frames stated in the technical specifications. Failure to complete the work in accordance with the stated time frame may be grounds for the Owner to terminate the Contract without recourse of action by the Contractor.

It is understood that the OWNER reserves the right to reject any and all Bids if they determine that it is in their best interest to do so.

**BID PRICES
FOR
2024 LATERAL CANAL RIGHT-OF-WAY MAINTENANCE
FOR
FELLSMERE WATER CONTROL DISTRICT
February 19, 2024
LATERAL U**

CONTRACTOR will complete the SPECIFIED WORK for the following price(s):

| ITEM NO. | ITEM DESCRIPTION | ITEM QUAN. | UNIT TYPE | UNIT PRICE | LUMP SUM ITEM PRICE |
|----------|--|------------|-----------|----------------|---------------------|
| 1 | For furnishing equipment, men and material to provide a complete job of grinding and mulching in place the access road, the canal side bank, and a sand stockpile area adjacent to the Sub-lateral ditch intersection. | 44,519 | LF | \$ _____ | \$ _____ |
| | A) Flat access maintenance area (25' ave. width). | 25.6 | AC | \$ _____ | \$ _____ |
| | B) Side Bank area (15' ave. width). | 15.3 | AC | \$ _____ | \$ _____ |
| | C) Sand stockpile area (20' W x 50'L). | 24 | EA | \$ _____ | \$ _____ |
| 2 | For furnishing equipment, men and material to provide a complete job of canal cleaning vegetation and removing sand bars and high spots. | 44,519 | LF | \$ _____ | \$ _____ |
| 3 | For furnishing equipment, men and material to provide a complete job of restoring the canal maintenance access area to travelable road. | 44,519 | LF | \$ _____ | \$ _____ |
| | ~ Allow to dry out for 7 +/- days, then spread, grade at 2% away from top of bank, and roll spoil material. | INCL | INCL | INCL | INCL |
| | ~ Note: The sand stockpiles to remain for future use and shaped into a continuous linear mound. | INCL | INCL | INCL | INCL |
| 4 | For furnishing and providing Insurance and proof thereof and the Indemnification of Owner. | 1 | LS | <u>\$10.00</u> | <u>\$10.00</u> |
| | Subtotal: | | | | \$ _____ |

**BID PRICES
FOR
2024 LATERAL CANAL RIGHT-OF-WAY MAINTENANCE
FOR
FELLSMERE WATER CONTROL DISTRICT
February 19, 2024
PARK LATERAL**

CONTRACTOR will complete the SPECIFIED WORK for the following price(s):

| ITEM NO. | ITEM DESCRIPTION | ITEM QUAN. | UNIT TYPE | UNIT PRICE | LUMP SUM ITEM PRICE |
|----------|--|------------|-----------|----------------|---------------------|
| 1 | For furnishing equipment, men and material to provide a complete job of grinding and mulching in place the access road, the canal side bank, and a sand stockpile area adjacent to the Sub-lateral ditch intersection. | 31,412 | LF | \$ _____ | \$ _____ |
| | A) Flat access maintenance area (25' ave. width). | 18.0 | AC | \$ _____ | \$ _____ |
| | B) Side Bank area (15' ave. width). | 10.8 | AC | \$ _____ | \$ _____ |
| | C) Sand stockpile area (20' W x 50'L). | 24 | EA | \$ _____ | \$ _____ |
| 2 | For furnishing equipment, men and material to provide a complete job of canal cleaning vegetation and removing sand bars and high spots. | 31,412 | LF | \$ _____ | \$ _____ |
| 3 | For furnishing equipment, men and material to provide a complete job of restoring the canal maintenance access area to a travelable road. | 31,412 | LF | \$ _____ | \$ _____ |
| | ~ Allow to dry out for 7 +/- days, then spread, grade at 2% away from top of bank, and roll spoil material. | INCL | INCL | INCL | INCL |
| | ~ Note: The sand stockpiles to remain for future use and shaped into a continuous linear mound. | INCL | INCL | INCL | INCL |
| 4 | For furnishing and providing Insurance and proof thereof and the Indemnification of Owner. | 1 | LS | <u>\$10.00</u> | <u>\$10.00</u> |
| | Subtotal: | | | | \$ _____ |

**BID PRICES
FOR
2024 LATERAL CANAL RIGHT-OF-WAY MAINTENANCE
FOR
FELLSMERE WATER CONTROL DISTRICT
February 19, 2024
MAIN CANAL**

CONTRACTOR will complete the SPECIFIED WORK for the following price(s):

| ITEM NO. | ITEM DESCRIPTION | ITEM QUAN. | UNIT TYPE | UNIT PRICE | LUMP SUM ITEM PRICE |
|----------|--|------------|-----------|----------------|---------------------|
| 1 | For furnishing equipment, men and material to provide a complete job of grinding and mulching in place both the access road and canal side bank. | 9,030 | LF | \$ _____ | \$ _____ |
| | A) Flat access maintenance area (25' ave. width). | 5.2 | AC | \$ _____ | \$ _____ |
| | B) Side Bank area (15' ave. width). | 3.1 | AC | \$ _____ | \$ _____ |
| 2 | For furnishing equipment, men and material to provide a complete job of canal cleaning vegetation and removing sand bars and high spots. | 9,030 | LF | \$ _____ | \$ _____ |
| 3 | For furnishing equipment, men and material to provide a complete job of restoring the canal maintenance access area. | 9,030 | LF | \$ _____ | \$ _____ |
| | ~ Allow to dry out for 7 +/- days, then spread, grade at 2% away from top of bank, and roll spoil material. | INCL | INCL | INCL | INCL |
| | ~ Note: The sand stockpiles to be hauled to the Fellsmere Main stockpile area and shaped into continuous linear mound. | INCL | INCL | INCL | INCL |
| 4 | For furnishing and providing Insurance and proof thereof and the Indemnification of Owner. | 1 | LS | <u>\$10.00</u> | <u>\$10.00</u> |
| | Subtotal: | | | | \$ _____ |

Lateral U Subtotal \$ _____

Park Lateral Subtotal \$ _____

Main Canal Subtotal \$ _____

| |
|-----------------------------|
| Grand Total \$ _____ |
|-----------------------------|

**ACKNOWLEDGEMENT OF MANATORY PRE-BID MEETING AND ADDENDUM(S)
FOR
LATERAL U, PARK LATERAL, AND MAIN CANAL
MAINTENANCE CONTRACT
FOR
FELLSMERE WATER CONTROL DISTRICT**

Attended Mandatory Pre-Bid Meeting on February 27, 2024

Signed and Dated: _____

Received Addendum No.: _____

Signed and Dated: _____

Received Addendum No.: _____

Signed and Dated: _____

Received Addendum No.: _____

Signed and Dated: _____

(cont.)

BIDDER'S QUALIFICATIONS

In submitting material for this proposal, Contractor hereby declares that they have fully examined the specifications for this project and informed themselves fully in regard to all requirements thereof. Contractor further declares that they have been in the business of clearing and grinding large tracts of land, as well as cleaning canals of sand bars, vegetation, or other obstructions for a period of not less than three (3) years. A list of at least five (5) customers for whom the Contractor or Sub-Contractor has performed clearing and grinding large tracts of land, as well as cleaning canals of sand bars, vegetation, or other obstructions is enclosed hereafter.

CLIENT CONTACT LIST

| PAST CLIENT | ADDRESS | TELEPHONE |
|-------------|-------------------------|-----------|
| 1. _____ | _____ _____ _____ | _____ |
| 2. _____ | _____ _____ _____ | _____ |
| 3. _____ | _____ _____ _____ | _____ |
| 4. _____ | _____ _____ _____ | _____ |
| 5. _____ | _____ _____ _____ | _____ |

PROPOSED SUB-CONTRACTORS:

Include firm name, address, and principals.

Work to be Sub-Let

Firm Name

Address

Principals

Work to be Sub-Let

Firm Name

Address

Principals

Work to be Sub-Let

Firm Name

Address

Principals

THIS BID SUBMITTED BY:

BIDDER: _____

BY: _____
Printed Name Title

BY: _____
Signature

ADDRESS: _____

PHONE: _____

OTHER PARTIES INTERESTED IN THE PROPOSAL:

Name _____

Address _____

Phone: _____

Name _____

Address _____

Phone: _____

Name _____

Address _____

Phone: _____

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF STIPULATED PRICES**

This AGREEMENT is dated as of the ____ day of _____, 2024 by and between
FELLSMERE WATER CONTROL DISTRICT (hereinafter called OWNER) and
_____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of mutual covenants herein after set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Lateral U, Park Lateral, and Main Canal maintenance within the Fellsmere Water Control District. Includes clearing and grinding the vegetative cover of generally (25 feet wide) horizontal maintenance right-of-way and (15 - 20 feet) sloped canal bank, cleaning and grading of canal side slopes and bottoms, stock piling sand spoil from Sub-lateral intersections along Lateral U and Park Lateral, hauling the sand spoil from the Main Canal to the designated stockpile location, and the disposal of canal spoil material on the access maintenance road, and spreading and grading the spoil material.

The project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

LATERAL U, PARK LATERAL, AND MAIN CANAL MAINTENANCE CONTRACT

Article 2. ENGINEER.

The project has been designed by **Carter Associates, Inc.** who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

- 3.1. The Work will be completed and ready for payment in accordance with the dates stated in the technical specifications.
- 3.2. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER may terminate this Contract should the Contractor fail to complete the clearing and grinding of the maintenance access roads, as well as cleaning canals of sand bars, vegetation, or other obstructions in accordance with the schedule outlined in the technical specifications. Accordingly, the Contractor shall have no cause for claim, monetary or otherwise, against the Owner under such a case.

Article 4. CONTRACT PRICE.

- 4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

See "ATTACHMENT A"

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the following and in accordance with Article 7 of the General Conditions for monthly draws and final payment. Applications for Payment will be processed by OWNER'S representative as provided in the General Conditions.

- 5.1. **Progress Payments.** OWNER shall make progress payments in accordance with the Contract Price on the basis of CONTRACTOR'S Application for Progress Payment as recommended by the OWNER'S representative. CONTRACTOR and OWNER'S representative shall agree on a Progress Payment Amount based upon the percent completion of any or all pay items.
- 5.1.1. Upon recommendation by the OWNER'S representative, payment for any Progress Payment Application will be made in an amount equal to 90 percent of the applicable Contract amount identified in "ATTACHMENT A" of this Contract. Owner shall produce payment in the form of a check within fifteen (15) business days after receipt of "Approved Pay Application" from the OWNER'S representative.
- 5.2. **Final Payment.** Upon final completion and acceptance of the Work by the OWNER in accordance with the Contract Conditions, CONTRACTOR shall make a Final Payment Application. Upon recommendation by the OWNER'S representative, OWNER shall pay the remainder of the Contract Price. Owner shall produce payment in the form of a check within fifteen (15) business days after receipt of "Approved Pay Application" from the OWNER'S representative.

Article 6. INTEREST.

All monies not paid when due shall bear interest at the annual rate of four percent (4%) for this Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

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

- 7.1. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2. CONTRACTOR has conducted and carefully studied conditions at or contiguous to the

site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

- 7.3. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, and studies with the terms and conditions of the Contract Documents.
- 7.4. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that they have discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages FA-1 through FA-4, inclusive).
- 8.2. Attachments to this Agreement, Attachment 'A', "Contract Prices."
- 8.3. General Conditions (pages GC-1 through GC-5, inclusive).
- 8.4. Specifications bearing the title Technical Specifications and consisting of three (3) group(s) and eleven (11) pages.
- 8.5. Drawings numbered MP-1 through MP-12.
- 8.6. Location Map (page LM-1).
- 8.7. Addenda numbers____through_____, inclusive.
- 8.8. CONTRACTOR's Bid (pages P-1 through P-8, inclusive).
- 8.9. Documentation submitted by CONTRACTOR prior to Notice of Award (pages to _____, _____ inclusive).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented by both Owner and Contractor.

Article 9. MISCELLANEOUS.

- 9.1. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may

become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

Article 10. OTHER PROVISIONS.

“NONE”

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

This Agreement will be effective on _____ 2024.

OWNER: **Fellsmere Water Control District**

CONTRACTOR:

BY: _____
Frank Sakuma, District Manager

BY: _____
(Signature)

(Printed Name)

(Title)

Address for giving notices:

2501A Burns Road

Palm Beach Gardens, FL 33410

Address for giving notices:

Phone: _____

License No. _____
(If Applicable)

CORPORATE SEAL

GENERAL CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

- 1.0 OWNER shall furnish CONTRACTOR one executed original set of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.
- 2.0 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, they shall call it to the OWNER'S attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement, Supplementary Conditions, General Conditions, Specifications, Drawings. Figure dimensions on Drawings shall govern over general Drawing.
- 3.0 Documents, materials, systems, or operations specified by reference shall be provided in compliance with the requirements of the specified reference except as modified by the requirements of the Contract Documents. In case of conflict between references and the Project Specifications, the Project Specifications shall govern. In case of conflict between references, the reference having the more stringent requirements shall govern.
- 4.0 Much of the Specifications are written in abbreviated form and may include sentence fragments. Omissions of words or phrases such as "the CONTRACTOR shall", "in conformity with", "shall be", "as noted on the Drawings", "according to the Plans", "a", "an", "the", "all", are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.
- 5.0 Where such words as "as shown", "as indicated", "as noted", or words of similar import are used, they shall refer to the Drawings. Where references are made to "Sections" and/or "Groups" they shall mean Sections and/or Groups of Specifications unless otherwise stated. Where such words as "as selected", "as approved" occur, they shall have reference to the selection and approval by the ENGINEER unless otherwise stated. Where sentences contain verbs such as "provide", "install", and "furnish", they shall mean that the CONTRACTOR shall furnish and install, or cause to be furnished and installed complete, the material or items specified excepting those items indicated to be OWNER furnished and CONTRACTOR installed.

6.0 COMMENCEMENT AND COMPLETION OF WORK

The CONTRACTOR shall be required to commence work under this Contract within ten (10) calendar days after the signing of the contract by all parties.

7.0 INSPECTION

The OWNER'S representative shall provide inspection of the completed clearing and grinding, the cleaning of the canals, and the spoil mound grading upon notification by the Contractor within seven (7) days of completion. The ENGINEER shall approve any changes or modifications to the Plans or Specifications. The CONTRACTOR shall perform the intent of this Contract even in absence of the OWNER or ENGINEER.

7.1 The Contractor shall notify the Owner by the 25th of any month prior to their request for payment.

8.0 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

8.1 The CONTRACTOR shall not commence work under the Contract until they have obtained at their expense all insurance required by the Contract Documents and such insurance has been approved by the OWNER; nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until the same insurance requirements have been complied with by each subcontractor. Such insurance shall remain in full force and effect on all phases of the Work, whether or not the Work is occupied or utilized by the OWNER, until all work under the Contract is completed and has been accepted by the OWNER. Any insurance endorsements necessary to permit prior occupancy or use of any completed or partially completed portions of the Work by the OWNER shall be secured by the CONTRACTOR.

8.2 Nothing contained in the insurance requirements shall be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from their operation under the Contract. The CONTRACTOR agrees that they alone shall be completely responsible for procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by the OWNER or ENGINEER shall not operate to the contrary. Any insurance bearing on adequacy of performance will be maintained after completion of the project for the full maintenance period.

8.3 If awarded a Contract the Bidder shall acknowledge receipt of Ten Dollars (\$10.00) and other good and valuable consideration as part of the Contract sum from the Owner and shall acknowledge the receipt of Ten Dollars (\$10.00) and other good and valuable consideration from the Owner which are to be paid by them as specific consideration for indemnity provisions required by the Contract Documents.

8.4 The CONTRACTOR shall procure and shall maintain for the full period of the Contract the following types of insurance in the form, minimum limits and amounts herein specified or as may be otherwise required by the Contract Documents.

8.5 CONTRACTOR shall automatically renew any policy which expires during the performance of this Contract and notify the OWNER and ENGINEER by appropriate certificate of such renewal prior to expiration date.

8.6 WORKMEN'S COMPENSATION INCLUDING OCCUPATIONAL DISEASE, AND EMPLOYER'S LIABILITY INSURANCE. The CONTRACTOR shall procure and shall maintain during the life of this Contract, Statutory Workmen's Compensation Insurance and Occupational Disease Disability Insurance in strict accordance with requirements of the most current and applicable State Workmen's Compensation Insurance Laws for all of their employees to be engaged in work under their contract, and in case any work is sublet, the CONTRACTOR shall require each subcontractor similarly to provide Workmen's Compensation and Occupational Disease Disability Insurance for the latter's employees

engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR'S insurance. In case any class of employees engaged in work under their Contract is not protected under the Workmen's Compensation Statute the Contractor shall provide, and shall cause each subcontractor to provide, adequate Employer's Liability Insurance for the protection of their employees not otherwise protected.

- 8.7 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The CONTRACTOR shall procure and maintain during the life of this Contract, full Comprehensive General Liability and Property Damage Insurance coverage. This coverage shall provide protection from claims for damages for personal and bodily injury, including in part sickness, disease, or death, and from claims for damages to property (broad form), which may arise directly or indirectly out of or in connection with, the performance of work under the Contract by the Contractor, or by any of their subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amounts are otherwise required by the Contract Documents.
- 8.7.1 Public Liability Insurance in an amount not less than one Million Dollars (\$1,000,000) for damages arising out of personal injury and bodily injury, including in part sickness, disease, or death of one person and subject to the same limit for each person and in the amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage Insurance (broad form) in an amount not less than One Hundred Thousand Dollars (\$100,000) for damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount.
- 8.7.2 The Property Damage portion of this coverage shall include, where applicable, explosion, collapse and underground exposure coverage. In addition, where Completed Operations insurance coverage is applicable, such coverage will be maintained after completion and acceptance of the project for the full maintenance period.
- 8.8 AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE. The CONTRACTOR shall procure and shall maintain during the life of their Contract comprehensive Automobile Liability and Property Damage Insurance coverage on all self-propelled vehicles used in connection with the Contract, whether owned, or hired. The liability limits shall be not less than One Million Dollars (\$1,000,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than One Hundred Thousand Dollars (\$100,000) in any one occurrence.
- 8.9 OWNER'S PROTECTIVE LIABILITY. The CONTRACTOR shall, at their expense, provide the OWNER with an OWNER'S Protective Liability Policy with the OWNER as the named insured under that policy, or, the OWNER shall be named as additional insured by the CONTRACTOR'S liability insurance coverage. Said policy to protect the OWNER from claims which may arise from operations under the CONTRACTOR'S liability insurance coverage, and in the minimum amount of One Million Dollars (\$1,000,000).
- 8.10 Nothing contained in the insurance requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from their operations under the Contract. The Contractor agrees that they alone shall be completely responsible for

procuring and maintaining full insurance coverage as provided herein or as may be otherwise required by the Contract Documents. Any approval by the Owner or Engineer shall not operate to the contrary. Any insurance bearing on adequacy of performance will be maintained after completion of the project for the full maintenance period.

9.0 EVIDENCE OF INSURANCE COVERAGE

- 9.1 Before commencement of any work the CONTRACTOR shall submit written evidence that the minimum insurance required by the Contract Documents has been obtained. Such written evidence shall be in the form of a Certificate of Insurance executed by the CONTRACTOR'S insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each certificate shall contain an endorsement or statement waiving right of cancellation or reduction in coverage unless fifteen (15) days prior written notice is given to the OWNER by registered or certified mail.
- 9.2 An original and a certified copy of the Owner's Protective Liability policy shall be furnished to the Engineer, one copy of which shall be for the OWNER and one copy for the ENGINEER.

10.0 EXISTING UTILITIES

The CONTRACTOR shall assure themselves of the location of potential conflicting utilities prior to performance of any work in the vicinity. The OWNER will assume no liability for damages sustained or costs incurred because of the CONTRACTOR'S operations in the vicinity of existing utilities or structures, or for temporary bracing and shoring of same. In the event that it is necessary to shore, brace or swing a utility, the utility company or department affected should be contacted and their permission secured as to the method used for any such work.

11.0 PUBLIC ACCESS, CONVENIENCE AND SAFETY

- 11.1 Materials stored at the site of the work shall be so placed and the work shall at all times be so conducted as to cause no obstruction to vehicular or pedestrian traffic. No roadways shall be closed or opened except by express permission of the County or such other authorized public agency having jurisdiction.

12.0 PROTECTION AND RESTORATION OF PROPERTY

- 12.1 For purposes of this section, the word "Contractor" shall also include subcontractors.
- 12.2 The Contractor shall not enter upon private property for any purpose without first obtaining permission, and they shall use every precaution necessary to prevent damage or injury to any public or private property, trees, fences, monuments, and underground structures, etc., on and adjacent to the site of the work.
- 12.3 The Contractor shall not do any work that would affect any railway track, pipeline, telephone, telegraph, or electric transmission line, other structure, or enter upon the right-of-

way or other lands appurtenant thereto, until authority therefore has been secured from the proper persons.

12.4 The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect or misconduct in their manner or method of executing said work, from their non-execution of said work, or from defective work or materials.

12.5 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, Contractor shall restore such property, at their own expense, to a condition equal or better to what existed before such damage or injury was done by repairing, rebuilding, or otherwise restoring, as may be directed, or they shall make good such damage or injury in a manner acceptable to the damaged or injured party.

13.0 SAFETY REGULATIONS

The CONTRACTOR shall observe and comply with all applicable Federal, State, and local occupational safety and health regulations during the prosecution of work under this Contract. In particular, full compliance by the CONTRACTOR with the U.S. Department of Labor's Occupational Safety and Health Standards, as established in Public Law 91-596, will be required under the terms of this Contract.

14.0 SANITARY REGULATIONS

Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observation, shall be provided and maintained by the Contractor in such a manner and at such points as shall be required by law. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of work, they shall be removed from the premises.

15.0 ENVIRONMENTAL PROTECTION

The Contractor shall employ whatever methods as necessary to ensure cleaning and grinding, and the cleaning of canal activities, as well as the grading and spreading of the spoil materials, meets the applicable laws of the State of Florida regarding discharges to Class III surface waters. The Owner assumes no liability for the outcome of Contractor's negligence or non-compliance with applicable law.

TECHNICAL SPECIFICATIONS

SECTION 1

GENERAL REQUIREMENTS

1. LOCATIONS

Clearing and grinding, both horizontal access road, and side bank, and *canal cleaning* (includes full bottom width) shall take place along the following locations within the Fellsmere Water Control District: Lateral U, Park Lateral, and Main Canal, all located in Indian River County, Florida.

A. Lateral “U” Canal

1. West Side – Sublateral U-23 north to Fellsmere Main Canal, (20’ BW)
2. East Side – Sublateral U-23 south to Sublateral U-34, (20’ BW)

B. Park Lateral Canal

1. West Side – Sublateral PL-24 north to Fellsmere Main Canal (25’ BW)

C. Fellsmere Main Canal

1. North Side – Lateral U to Park Lateral, (40’ BW)
2. North Side – Park Lateral east 1,800 LF (50’ BW)

2. AREA CALCULATIONS

The project shall consist of the following: General horizontal clearing and grinding of (25’ wide+/-) District maintenance right-of-way from top of bank, clearing and grinding of canal side bank 15’ -20’, canal cleaning and regrading with the disposal of canal spoil material on the 25’ maintenance access road, and spreading and grading the spoil material away from the top of slope at two percent (2%) to allow access along the maintenance access road. The sand bar material at the intersections of the Sub-laterals with the Lateral U and Park Lateral shall be stockpiled for future use and shaped into a continuous linear mound. The sand bar material from the Fellsmere Main Canal will be hauled to a designated location and stockpiled there and shaped into a continuous linear mound.

3. QUALITY

- A. The Contractor shall mechanically cut all vegetation to ground level. Grass type vegetation can be mowed, woody vegetation to be cut and grinded. All works shall be performed by operators skilled in their trade and the quality of work shall be equal to or better than similar type of work provided to the State of Florida. Equipment

incorporated in the work covered by this Contract is to be in good repair and of the proper make and model for their respective use on this project.

4. DISTRICT WORKS

- A. The District does not own or operate any control structures. The control structure located along Lateral U at sublateral U-20 and the control structure located along Park Lateral at sublateral PL-24 are privately owned. Under no circumstances shall these control structures be operated by the Contractor. The Contractor shall contact the District 24 hours in advance of the need to open and/or address any concerns about control structures that may be impeding the maintenance operation.

5. NOTIFICATION

- A. No work shall be commenced on the maintenance project without providing a minimum 24-hour advance notice to the District and the District's Engineer.

6. PROCEDURE OF WORK

- A. The contractor shall commence work by flat and slope clearing and grinding the access road and side slopes of each canal starting at the upstream end and working to the downstream end. This is expected to be completed within 8-10 weeks.
- B. The canal cleaning shall follow behind the clearing and grinding work within two (2) weeks to allow for work to be completed before the vegetation grows up.
- C. All clearing and grinding, and canal cleaning work should be completed within 10-12 weeks, (approximately June 30, 2024). The spoil mound grading and spreading should be completed by July 31, 2024.

7. GENERAL NOTES

- A. Clearing and grinding shall provide a 25-foot wide access road from the top of slope of the canal.
- B. Selective clearing (or trimming) may be used around existing growing desirable trees (large healthy Oaks), or 8-inch caliper or greater when they are existing within the specified areas to be cleared and grinded. The 25-foot wide work area must be cleared of stumps and overhanging limbs by grinding.
- C. Canal cleaning should begin at the upstream end of the canal to be cleaned.
- D. **DO NOT** clear and grind the canal slopes backwards.

SECTION 2

CLEARING AND GRINDING REQUIREMENTS

1. TYPE OF EQUIPMENT

Equipment used for clearing and grinding the maintenance access roads and canal side banks shall be of the mechanical grinder design, with all currently required safety equipment, specifically manufactured to provide the sloped grinding requirements without destabilizing the equipment. Equipment shall always be in good and safe operating condition while on the project.

2. INSPECTION OF WORK AREA

The Contractor shall thoroughly inspect the areas to be mowed prior to each mowing. All irregularities, debris, or obstacles within the limits to be cleared and grinded shall be noted by the Contractor. Any questions as to Contract mowing limits or the existence of irregularities, debris or obstacles observed which may significantly inhibit the Contractor's ability to perform the Contract shall be addressed to the Owner prior to beginning any clearing and grinding. The OWNER shall not be responsible for any damage to the Contractor's equipment caused by the failure of the Contractor to note and address any irregularity, debris, or obstacle within the limits of the Contract.

3. SAFETY

The Contractor shall take care while working so as not to sling debris onto private property or near people if they are at or near the work area.

4. QUALITY OF WORK

Following the mowing and/or grinding, the work area shall be inspected and the following quality of mowing and/or grinding shall be observed.

- A. Flat R-O-Ws: 95% of the grassy vegetation shall be cut (mowed) to a maximum length of 6" measured perpendicular to the ground. Woody vegetation to be mechanically cut and grinded to ground level.
- B. Canal and Spoil Bank Sloped Shoulders: 95% of the grassy vegetation shall be cut (mowed) to a maximum length of 6" measured perpendicular to the ground. Woody vegetation to be mechanically cut and grinded to ground level.
- C. Selective clearing and grinding may be used around existing growing trees or vegetative stands having a DBH of 8-inch caliper or greater when existing within the specified areas to be cleared and grounded. The intent is to have a continuous access road along the top of the slope of the canals. Large existing growing trees located near the outside limits of the 25-foot access road may be allowed to remain. Large branches overhanging the work areas will require trimming.

- D. Contractor shall take caution while mowing and clearing and grinding so as not to denude the surfaces to be cut. The intent is to trim the vegetation as close as possible to the specified heights, leaving the root system in place with the specified height of “stalk”. Mowing and grinding blades shall be kept sharp to prevent pulling of the root system.

SECTION 3

CANAL CLEANING and SPOIL MOUND GRADING

1. SCOPE

- A. The Contractor shall furnish all labor, materials and equipment, and all operations required to clean and grade the canals, stockpile the sand bar material at the designated locations, AND grading of the access road spoil as shown on the Plans and specified herein.

2. GENERAL

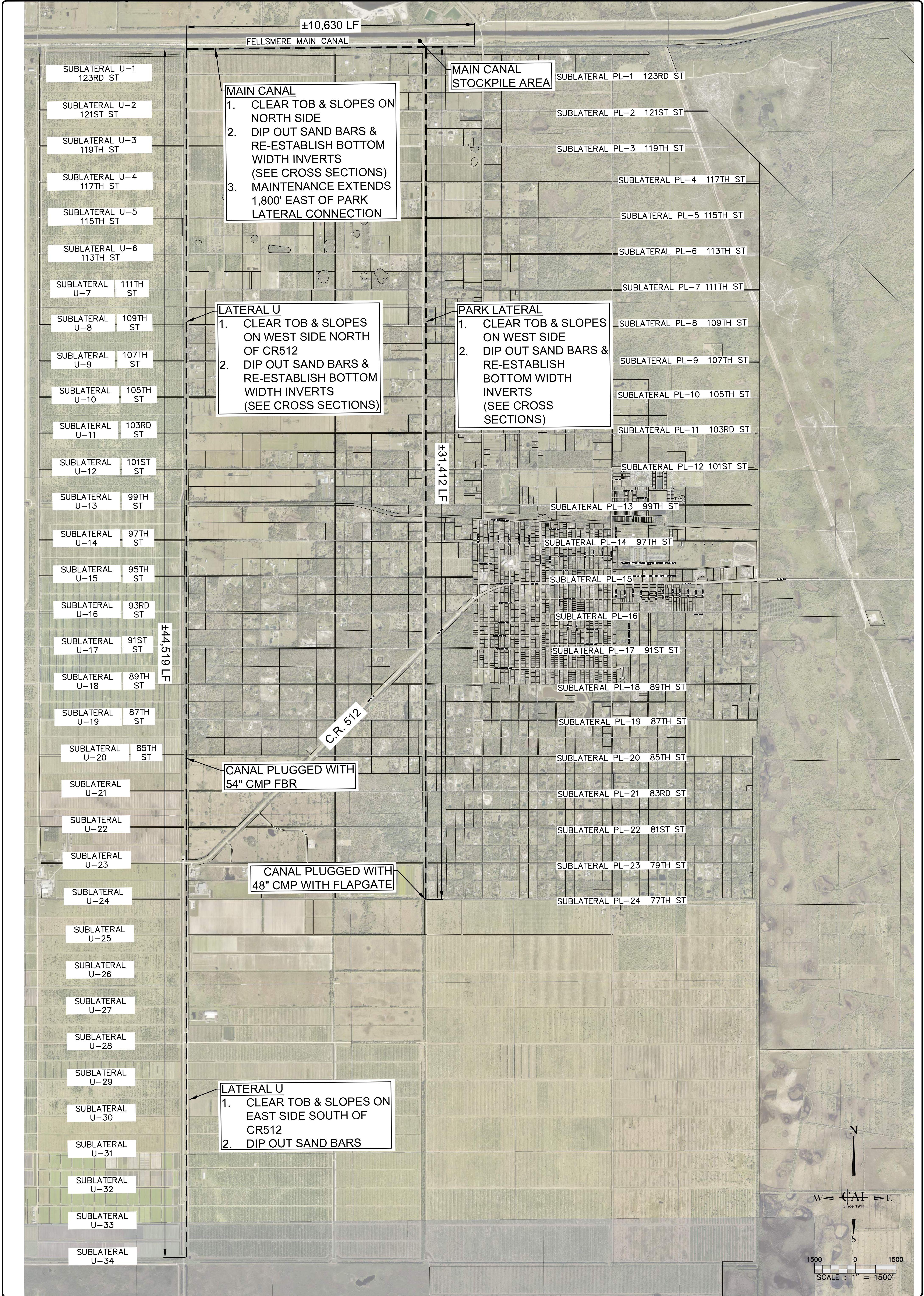
- A. Cleaning of the canal shall consist of the complete removal of all loose trees, brush, weeds, rubbish, sand bars, rocks, concrete and other foreign material out of the canal and placed onto the canal maintenance access road to allow free and unobstructed flow of drainage water. The spoil mound material to be ground in place and/or spread to allow a continuous travelable access road along the top of the slope of the canals. Grading of the canal bottom shall be performed to excavate all sand bars resulting in a flat bottom. The sand bars are concentrated near the intersections of the sublateral canal along Lateral U and Park Lateral. The sand spoil removed at these locations shall be stockpiled on a cleared area of approximately 20' wide x 50' long for future use by the FWCD and shaped into a continuous linear mound. Sand spoil from the canal cleaning between the sublateral shall be spread and graded away from the top of the slope of the canal. The sand spoil material removed from the Fellsmere Main Canal shall be hauled to the designated stockpile location as shown on the project plans and shaped into a continuous linear mound.
- B. The Contractor shall clean and grade the canals described below:
 - 1. See Project Maintenance Plan (page MP-1)

3. DISPOSAL

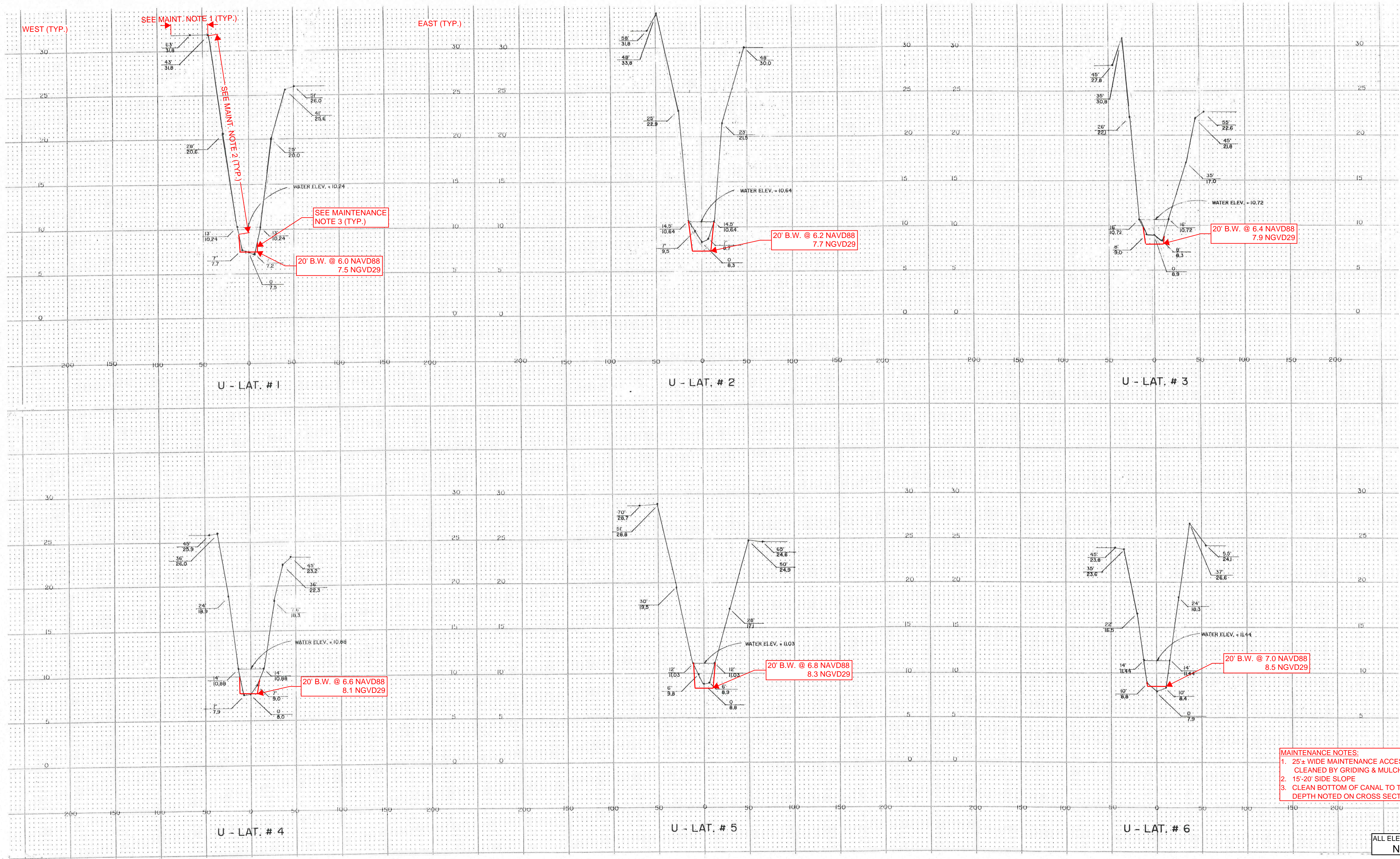
The location map and the corresponding Linear foot bid quantities are based on the canal clearing and cleaning required. The expected disposal method for the clearing is to grind in place. For the canal cleaning material disposal, the material shall be placed on the maintenance access road, the dirt shall be allowed to dry and then spread, except at the stockpile locations noted in Section 2.A above. Vegetation shall be ground in place. Other materials that may be within the spoil such as rocks and trash shall be separated. The contractor shall coordinate with Owner's representative to confirm the appropriate disposal method for other materials.

A. ONSITE DISPOSAL

- 1. When adequate area between the top of bank and the existing road is not available, stockpiling of some of the spoil materials may be placed on the existing road within the right of way, as approved by the Owner's representative. Spoil materials will not be located to create a hazard, or block access for through traffic on the roads. At least one (1) lane must be kept open.



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| DWG. NO.: MP-1 SHEET | SHEET TITLE: FWCD MAINTENANCE MAP | DATE: Feb. 2024 PROJECT: FWCD MAINTENANCE DRAWN BY: GSE CHECKED BY: SEE SURVEY F.B. & P.G. : - | GEORGE A. SIMONS, P.E. CARTER ASSOCIATES, INC. COA 205 / LB 205 | DATE: _____ | FELLSMERE WATER CONTROL DISTRICT LATERAL U, PARK LATERAL, & MAIN CANAL MAINTENANCE PROJECT JANUARY, 2024 | <table><tr><td>NO.</td><td>REVISION</td><td>DATE</td></tr><tr><td>1</td><td></td><td>02/19/24</td></tr><tr><td>2</td><td></td><td></td></tr><tr><td>3</td><td></td><td></td></tr><tr><td>4</td><td></td><td></td></tr><tr><td>5</td><td></td><td></td></tr><tr><td>6</td><td></td><td></td></tr><tr><td>7</td><td></td><td></td></tr><tr><td>8</td><td></td><td></td></tr><tr><td>9</td><td></td><td></td></tr><tr><td>10</td><td></td><td></td></tr></table> | NO. | REVISION | DATE | 1 | | 02/19/24 | 2 | | | 3 | | | 4 | | | 5 | | | 6 | | | 7 | | | 8 | | | 9 | | | 10 | | | FELLSMERE WATER CONTROL DISTRICT 109 WILLOW STREET FELLSMERE, FL 32948 TEL: 772-571-0640 EMAIL: bsakuma@sdsinc.org | CAI CARTER ASSOCIATES, INC. SERVING FLORIDA SINCE 1911 CONSULTING ENGINEERS AND LAND SURVEYORS 1706 21ST STREET VENO BEACH, FL 32986 TEL: (772) 592-1191 FAX: (772) 592-1191 www.cai-engineers.com |
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MAINTENANCE NOTES:
1. 25'± WIDE MAINTENANCE ACCESS ROAD TO BE
CLEANED BY GRIDING & MULCHING IN PLACE
2. 15'-20' SIDE SLOPE
3. CLEAN BOTTOM OF CANAL TO THE BOTTOM WIDTH &
DEPTH NOTED ON CROSS SECTIONS

ALL ELEVATIONS SHOWN ARE
N.G.V.D. 1929

VERTICAL DATUM AND CONTROL NOTES:

THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. SAID ELEVATIONS SHOWN ARE BASED ON A CLOSED DIFFERENTIAL LEVEL LOOP MEETING OR EXCEEDING ± 0.05 TIMES THE SQUARE ROOT OF THE DISTANCE OF THE LOOP IN MILES. GROUND ELEVATIONS SHOWN HEREON HAVE AN ESTIMATED ACCURACY OF 0.2 FEET+/-, AND HARD (WELL DEFINED) FEATURES HAVE AN ESTIMATED ACCURACY OF 0.1 FEET+/-.

NOTE:

CROSS SECTIONS SHOWN HEREON WERE SCANNED FROM "CANAL CROSS SECTIONS SEBASTIAN RIVER BASIN FELLSMERE WATER CONTROL DISTRICT AND THE SEBASTIAN RIVER WATER CONTROL DISTRICT" PREPARED FOR ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BY HERRERA, WILLIAMS, & POWELL ARCHITECTS, ENGINEERS, SURVEYORS, PLANNERS.

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FELLSMERE WATER CONTROL DISTRICT
P.O. BOX 438
FELLSMERE, FL 32948
(772) 571-0640 (772) 571-0203 (FAX)

DATE: OCTOBER 2003
PROJ. NO. 01-83E
DRAWN BY: KLY
APP'D. BY: GAS
DRAW. NO. E-1230-03
FILENAME: 01-83E.DWG
F. B. NO. FWCD 01-83-E, 1-62

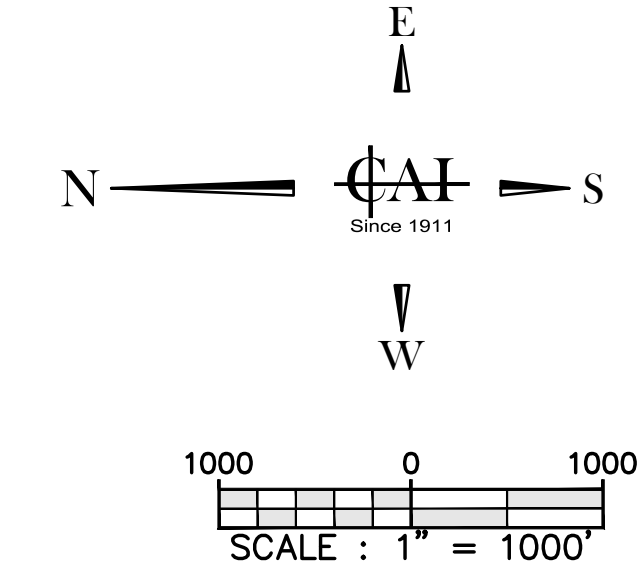
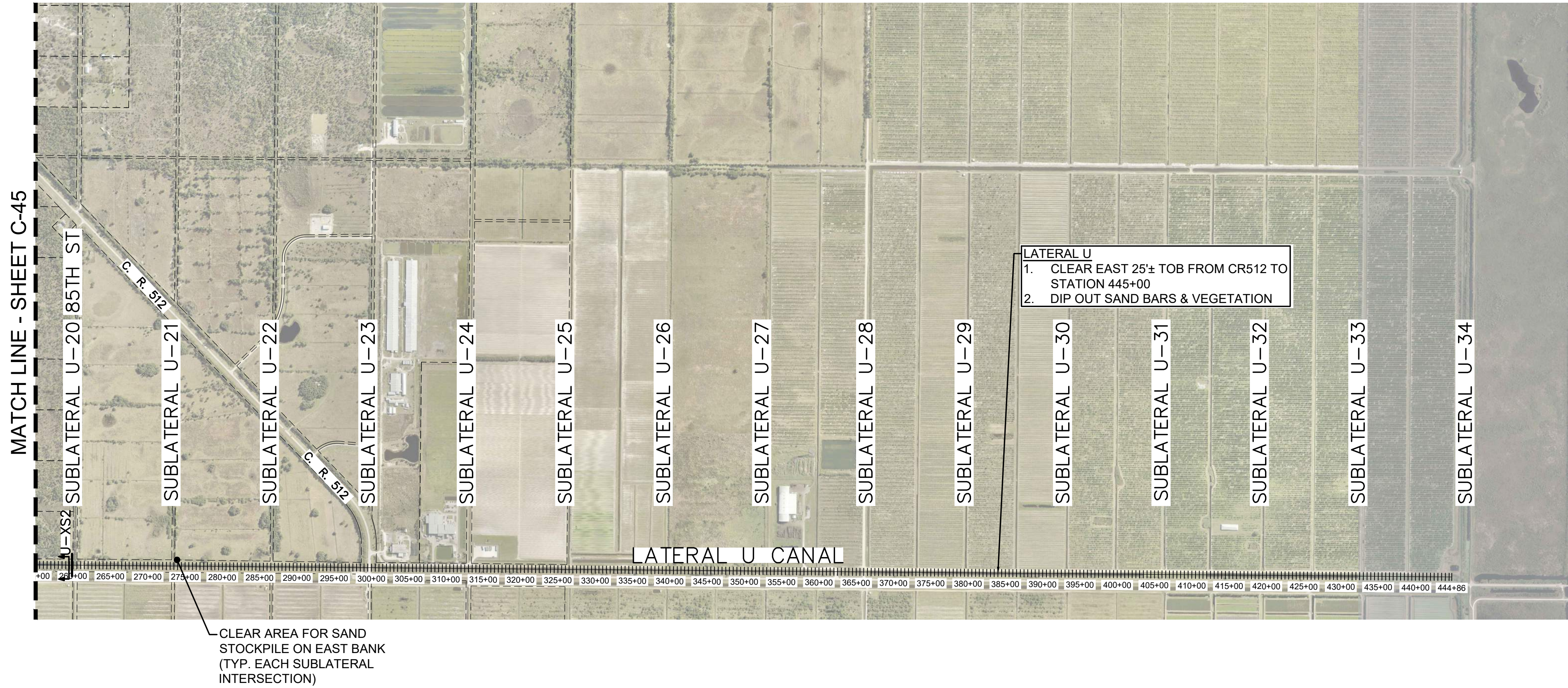
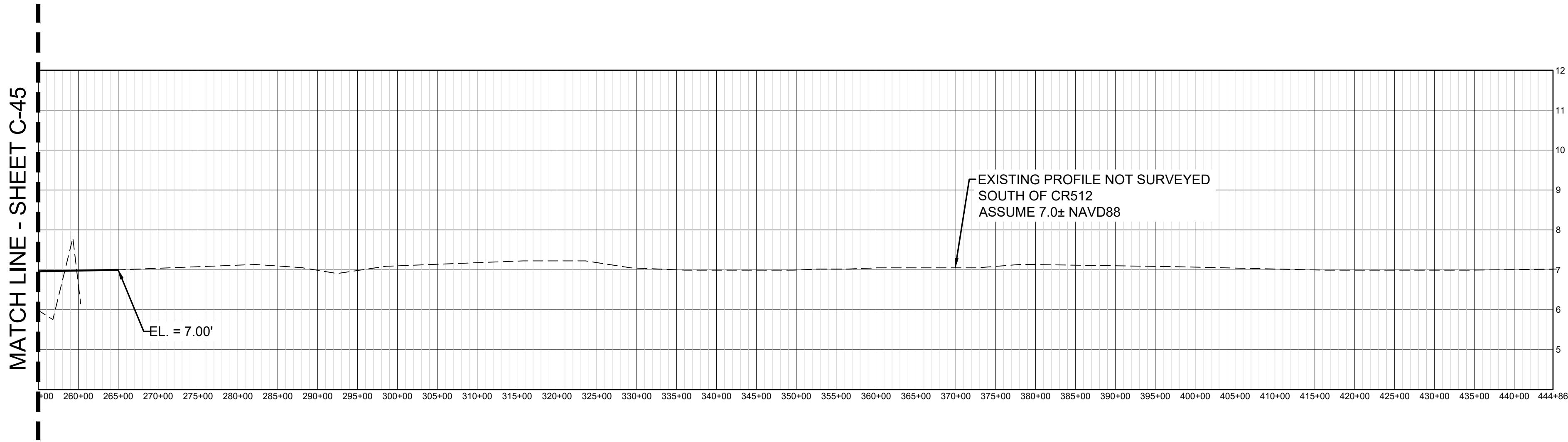
CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
PHONE: 772-562-4191 FAX: 772-562-7180

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Since 1911
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SCALES:
HORIZ - 1" = 50'
VERT - 1" = 5'

FELLSMERE WATER CONTROL DISTRICT
EAST MASTER DRAINAGE PLAN
LATERAL U CANAL
CROSS SECTIONS

SHEET
MP-3



VERTICAL DATUM NOTE:
THE ELEVATIONS SHOWN ON SHEETS C-1 TO C-47 ARE
REFERENCED TO THE NORTH AMERICAN VERTICAL
DATUM OF 1988 (NAVD 1988)

ALL ELEVATIONS SHOWN ARE
N.A.V.D. 1988

DATE : Feb 2024
PROJ # : 90-09E
DRAWN BY: GTM
DATUM : SEE SURVEY
REF. # :
F.B. & PG. : ---

GEORGE A. SIMONS, P.E.
FL LIC. NO. 40437
CARTER ASSOCIATES, INC.
COA 205 / LB 205

THIS SURVEY CONSISTS OF
THE COVER SHEET AND
SHEETS C-0 THROUGH C-54
AND SHALL NOT BE
CONSIDERED COMPLETE
UNLESS ALL SHEETS ARE
PRESENT.

FELLSMERE WATER CONTROL
DISTRICT
LATERAL U, PARK LATERAL, & MAIN CANAL
MAINTENANCE PROJECT
JANUARY, 2024

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FELLSMERE WATER
CONTROL DISTRICT
109 WILLOW STREET
FELLSMERE, FL 32948

EMAIL: bsakuma@casinc.org

TEL: 772-571-0640

CONSULTING ENGINEERS
AND LAND SURVEYORS

CARTER ASSOCIATES, INC.
SERVING FLORIDA SINCE 1911

1708 21ST STREET
VERO BEACH, FL 32960

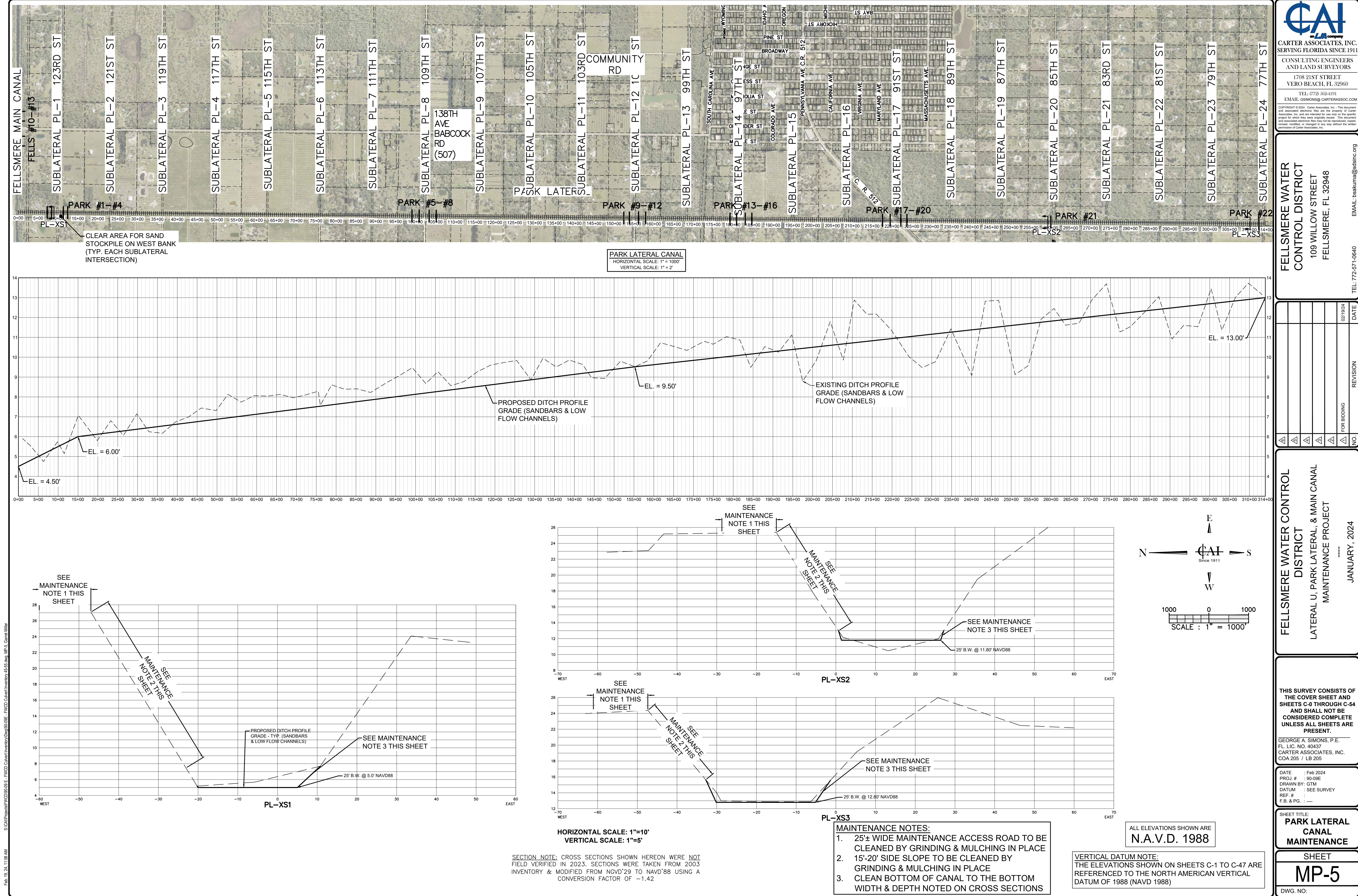
TEL: (772) 562-4191

EMAIL: G.SIMONS@CARTERASSOC.COM


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Feb 19, 24, 11:59 AM



CARTER ASSOCIATES, INC.
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CONSULTING ENGINEERS
AND LAND SURVEYORS

1708 21ST STREET
VERO BEACH, FL 32960

TEL: (772) 562-1191
EMAIL: GSI@CAI.COM

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FELLSMERE WATER
CONTROL DISTRICT

109 WILLOW STREET
FELLSMERE, FL 32948

EMAIL: tsakuma@csdinc.org

TEL: 772-571-0640

| NO. | REVISION | DATE |
|-----|-------------|----------|
| 1 | FOR BIDDING | 02/19/24 |
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FELLSMERE WATER CONTROL DISTRICT

LATERAL U, PARK LATERAL, & MAIN CANAL

MAINTENANCE PROJECT

JANUARY, 2024

THIS SURVEY CONSISTS OF THE COVER SHEET AND SHEETS C-0 THROUGH C-54 AND SHALL NOT BE CONSIDERED COMPLETE UNLESS ALL SHEETS ARE PRESENT.

GEORGE A. SIMONS, P.E.
FL LIC. NO. 40437
CARTER ASSOCIATES, INC.
COA 205 / LB 205

DATE : Feb 2024
PROJ. # : 90-09E
DRAWN BY: GTM
DATUM : SEE SURVEY
REF. # :
F.B. & PG. : ----

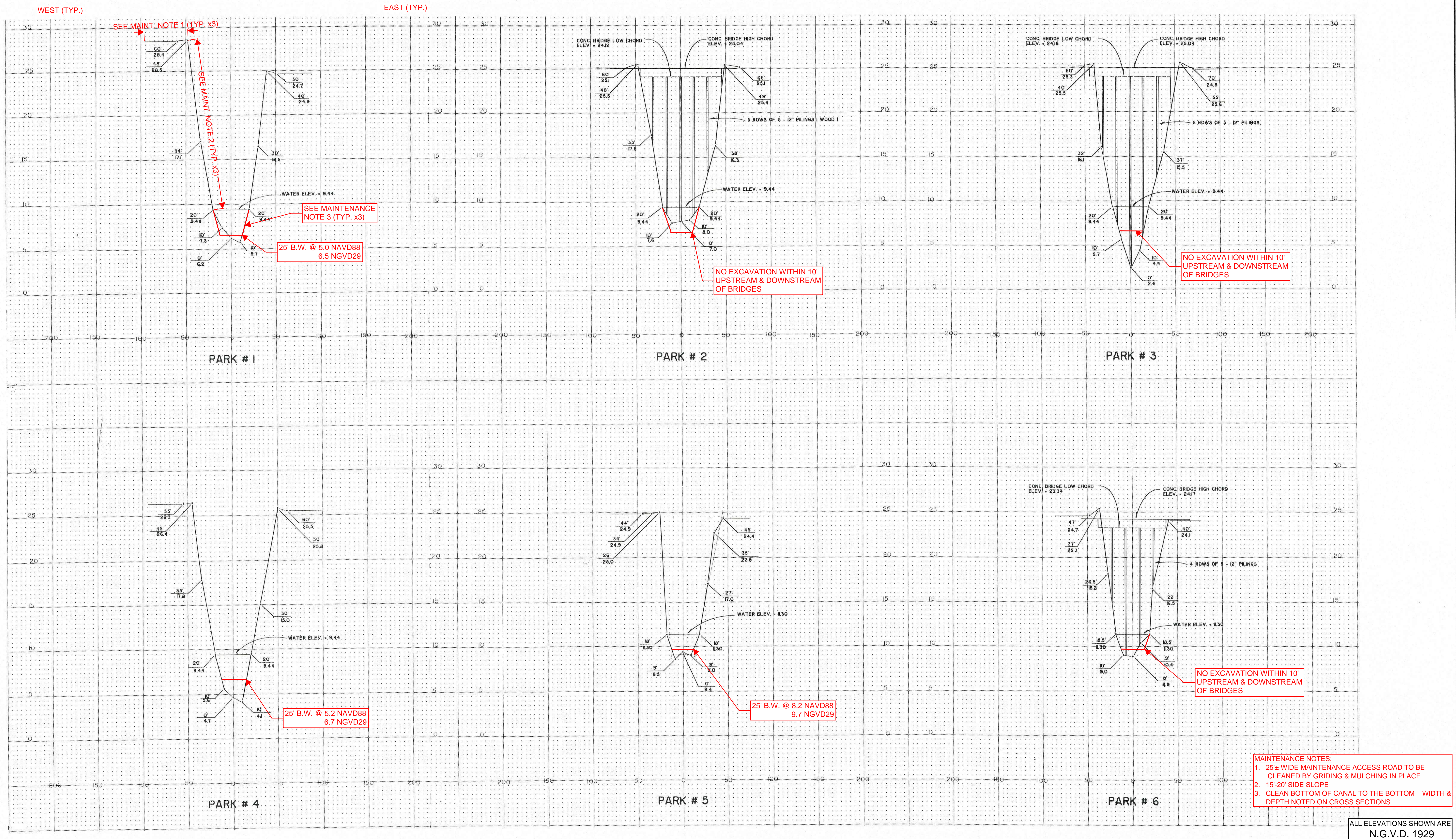
SHEET TITLE:

PARK LATERAL CANAL MAINTENANCE

SHEET

MP-5

DWG. NO:



MAINTENANCE NOTES:
1. 25'± WIDE MAINTENANCE ACCESS ROAD TO BE
CLEANED BY GRIDING & MULCHING IN PLACE
2. 15'-20' SIDE SLOPE
3. CLEAN BOTTOM OF CANAL TO THE BOTTOM WIDTH &
DEPTH NOTED ON CROSS SECTIONS

ALL ELEVATIONS SHOWN ARE
N.G.V.D. 1929

VERTICAL DATUM AND CONTROL NOTES:
THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. SAID ELEVATIONS SHOWN ARE BASED ON A CLOSED DIFFERENTIAL LEVEL LOOP MEETING OR EXCEEDING +/-0.05 TIMES THE SQUARE ROOT OF THE DISTANCE OF THE LOOP IN MILES. GROUND ELEVATIONS SHOWN HEREON HAVE AN ESTIMATED ACCURACY OF 0.2 FEET +/-, AND HARD (WELL DEFINED) FEATURES HAVE AN ESTIMATED ACCURACY OF 0.1 FEET +/-.

NOTE:
CROSS SECTIONS SHOWN HEREON WERE SCANNED FROM "CANAL CROSS SECTIONS SEBASTIAN RIVER BASIN, FELLSMERE WATER CONTROL DISTRICT AND THE SEBASTIAN RIVER WATER CONTROL DISTRICT" PREPARED FOR ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BY HERRERA, WILLIAMS, & POWELL ARCHITECTS, ENGINEERS, SURVEYORS, PLANNERS.

| NO. | REVISION | DATE |
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FELLSMERE WATER CONTROL DISTRICT
P.O. BOX 438
FELLSMERE, FL 32948
(772) 571-0640 (772) 571-0203 (FAX)

DATE: OCTOBER 2003
PROJ. NO. 01-83E
DRAWN BY: KLY
APPD. BY: GAS
DRAW. NO. E-1230-03
FILENAME: 01-83E.DWG
F.B. NO. FWCD 01-83-E, 1-62

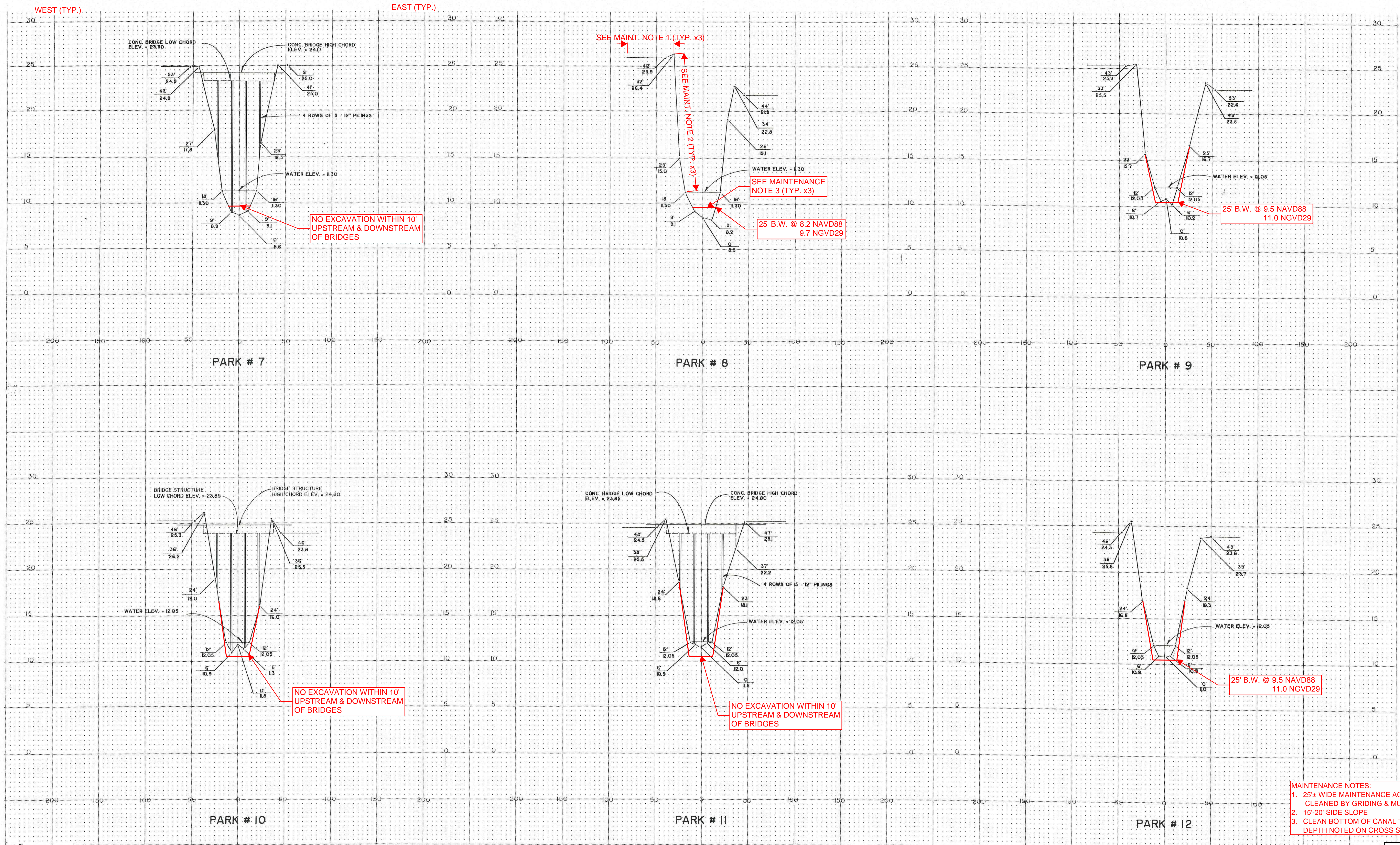
CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
PHONE: 772-562-4191 FAX: 772-562-7180

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SCALES:
HORIZ - 1"=50'
VERT - 1"=5'

FELLSMERE WATER CONTROL DISTRICT
EAST MASTER DRAINAGE PLAN
PARK LATERAL CANAL
CROSS SECTIONS

SHEET
MP-6



- MAINTENANCE NOTES:**
1. 25'± WIDE MAINTENANCE ACCESS ROAD TO BE CLEANED BY GRIDING & MULCHING IN PLACE
 2. 15'-20' SIDE SLOPE
 3. CLEAN BOTTOM OF CANAL TO THE BOTTOM WIDTH & DEPTH NOTED ON CROSS SECTIONS

ALL ELEVATIONS SHOWN ARE
N.G.V.D. 1929

VERTICAL DATUM AND CONTROL NOTES:

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NOTE:

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| NO. | REVISION | DATE |
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| 1 | | |
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FELLSMERE WATER CONTROL DISTRICT
P.O. BOX 438
FELLSMERE, FL 32948
(772) 571-0640 (772) 571-0203 (FAX)

DATE: OCTOBER 2003
PROJ. NO. 01-83E
DRAWN BY: KLY
APPD. BY: GAS
DRAW. NO. E-1230-03
FILENAME: 01-83E.DWG
F. B. NO. FWCD 01-83-E, 1-62

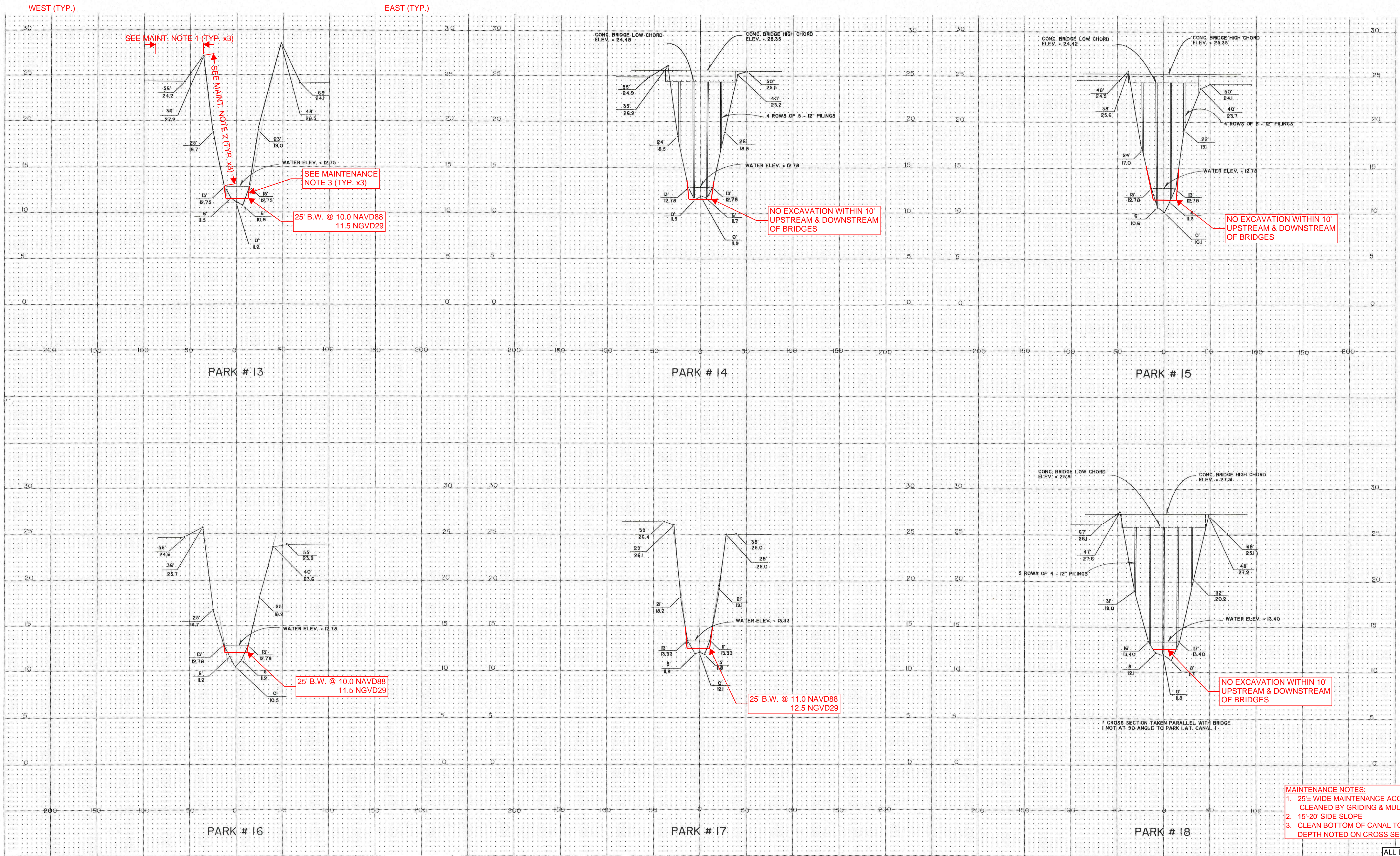
CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
PHONE: 772-562-4191 FAX: 772-562-7180

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SCALES:
HORIZ - 1"=50'
VERT - 1"=5'

FELLSMERE WATER CONTROL DISTRICT
EAST MASTER DRAINAGE PLAN
PARK LATERAL CANAL
CROSS SECTIONS

SHEET
MP-7



MAINTENANCE NOTES:
1. 25'± WIDE MAINTENANCE ACCESS ROAD TO BE CLEANED BY GRIDING & MULCHING IN PLACE
2. 15'-20' SIDE SLOPE
3. CLEAN BOTTOM OF CANAL TO THE BOTTOM WIDTH & DEPTH NOTED ON CROSS SECTIONS

ALL ELEVATIONS SHOWN ARE N.G.V.D. 1929

VERTICAL DATUM AND CONTROL NOTES:

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NOTE:

CROSS SECTIONS SHOWN HEREON WERE SCANNED FROM "CANAL CROSS SECTIONS SEBASTIAN RIVER BASIN FELLSMERE WATER CONTROL DISTRICT AND THE SEBASTIAN RIVER WATER CONTROL DISTRICT" PREPARED FOR ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BY HERRERA, WILLIAMS, & POWELL ARCHITECTS, ENGINEERS, SURVEYORS, PLANNERS.

| NO. | REVISION | DATE |
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FELLSMERE WATER CONTROL DISTRICT
P.O. BOX 438
FELLSMERE, FL 32948
(772) 571-0640 (772) 571-0203 (FAX)

DATE: OCTOBER 2003
PROJ. NO. 01-83E
DRAWN BY: KLY
APPD. BY: GAS
DRAW. NO. E-1230-03
FILENAME: 01-83E.DWG
F.B. NO. FWCD 01-83-E, 1-62

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
PHONE: 772-562-4191 FAX: 772-562-7180

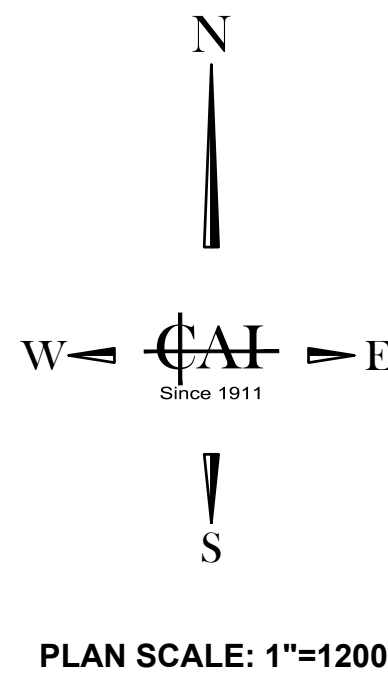
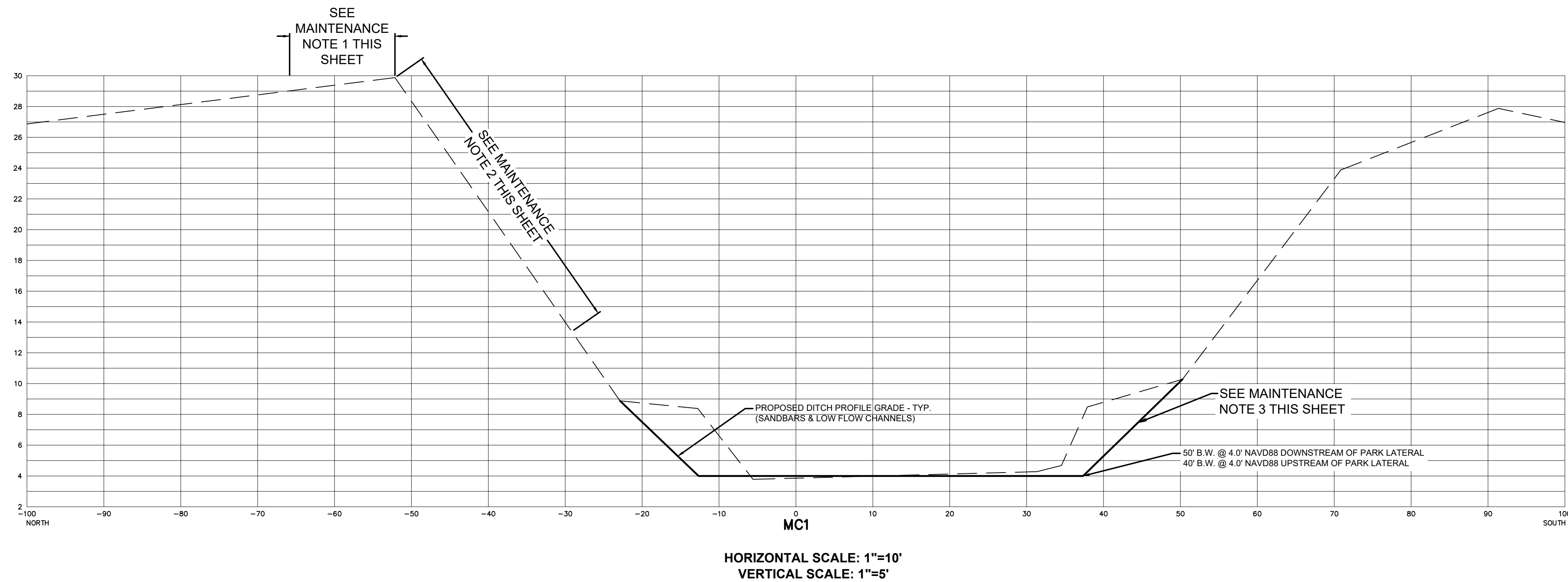
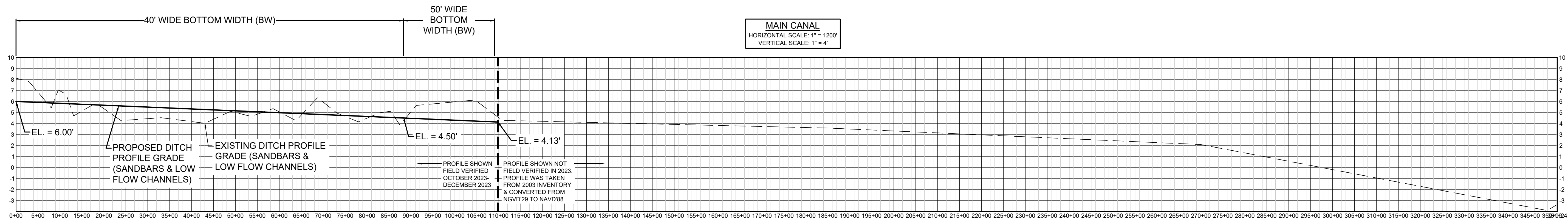
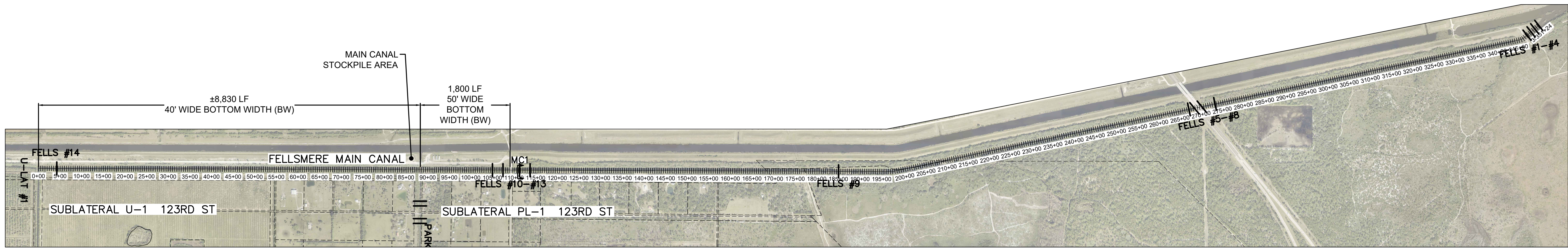
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SCALES:
HORIZ - 1" = 50'
VERT - 1" = 5'

FELLSMERE WATER CONTROL DISTRICT
EAST MASTER DRAINAGE PLAN
PARK LATERAL CANAL
CROSS SECTIONS

SHEET
MP-8

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Feb 19, 24, 1:57 PM



- MAINTENANCE NOTES:**
- 25± WIDE MAINTENANCE ACCESS ROAD TO BE CLEANED BY GRINDING & MULCHING IN PLACE
 - 15'-20' SIDE SLOPE TO BE CLEANED BY GRINDING & MULCHING IN PLACE
 - CLEAN BOTTOM OF CANAL TO THE BOTTOM WIDTH & DEPTH NOTED ON CROSS SECTIONS

ALL ELEVATIONS SHOWN ARE
N.A.V.D. 1988

VERTICAL DATUM NOTE:
THE ELEVATIONS SHOWN ON SHEETS C-1 TO C-47 ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988)

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1708 21ST STREET
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FELLSMERE WATER CONTROL DISTRICT
109 WILLOW STREET
FELLSMERE, FL 32948
EMAIL: tsakuma@sdsinc.org
TEL: 772-571-0640

| NO. | REVISION | DATE |
|-----|-------------|----------|
| 1 | FOR BIDDING | 02/19/24 |

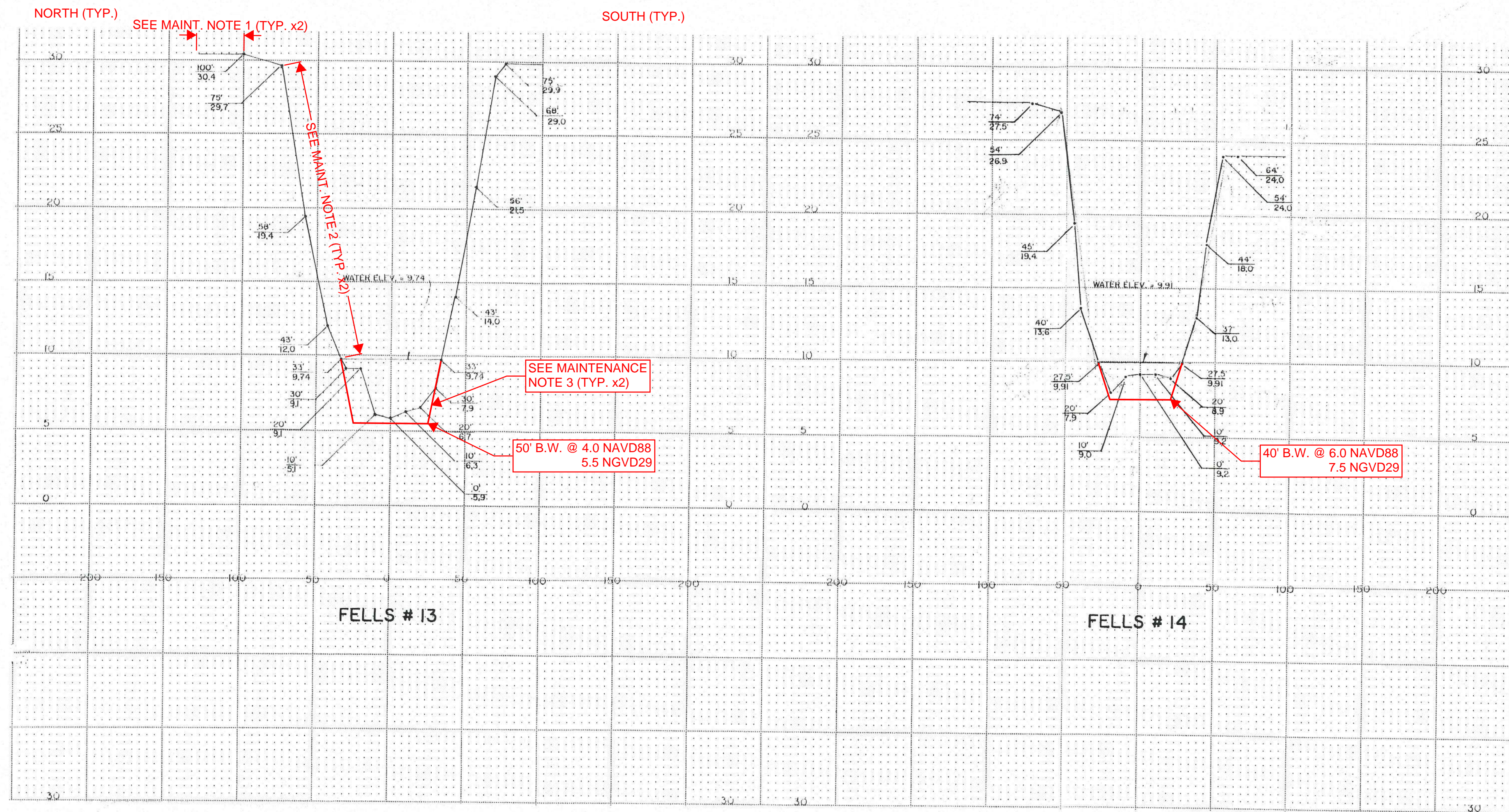
FELLSMERE WATER CONTROL DISTRICT
LATERAL U, PARK LATERAL, & MAIN CANAL
MAINTENANCE PROJECT
JANUARY, 2024

THIS SURVEY CONSISTS OF THE COVER SHEET AND SHEETS C-0 THROUGH C-54 AND SHALL NOT BE CONSIDERED COMPLETE UNLESS ALL SHEETS ARE PRESENT.
GEORGE A. SIMONS, P.E.
FL. LIC. NO. 40437
CARTER ASSOCIATES, INC.
COA 205 / LB 205

DATE : Feb 2024
PROJ. # : 90-09E
DRAWN BY: GTM
DATUM : SEE SURVEY
REF. # :
F.B. & PG. : ----

SHEET TITLE:
MAIN CANAL MAINTENANCE

SHEET
MP-9
DWG. NO:



MAINTENANCE NOTES:
1. 25'± WIDE MAINTENANCE ACCESS ROAD TO BE
CLEANED BY GRIDING & MULCHING IN PLACE
2. 15'-20' SIDE SLOPE
3. CLEAN BOTTOM OF CANAL TO THE BOTTOM WIDTH &
DEPTH NOTED ON CROSS SECTIONS

ALL ELEVATIONS SHOWN ARE
N.G.V.D. 1929

VERTICAL DATUM AND CONTROL NOTES:

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NOTE:

CROSS SECTIONS SHOWN HEREON WERE SCANNED FROM 'CANAL CROSS SECTIONS SEBASTIAN RIVER BASIN FELLSMERE WATER CONTROL DISTRICT AND THE SEBASTIAN RIVER WATER CONTROL DISTRICT' PREPARED FOR ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BY HERRERA, WILLIAMS, & POWELL ARCHITECTS, ENGINEERS, SURVEYORS, PLANNERS.

| NO. | REVISION | DATE |
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FELLSMERE WATER CONTROL DISTRICT
P.O. BOX 438
FELLSMERE, FL 32948
(772) 571-0640 (772) 571-0203 (FAX)

DATE: OCTOBER 2003
PROJ. NO. 01-83E
DRAWN BY: KLY
APPD. BY: GAS
DRAW. NO. E-1230-03
FILENAME: 01-83E.DWG
F.B. NO. FWCD 01-83-E, 1-62

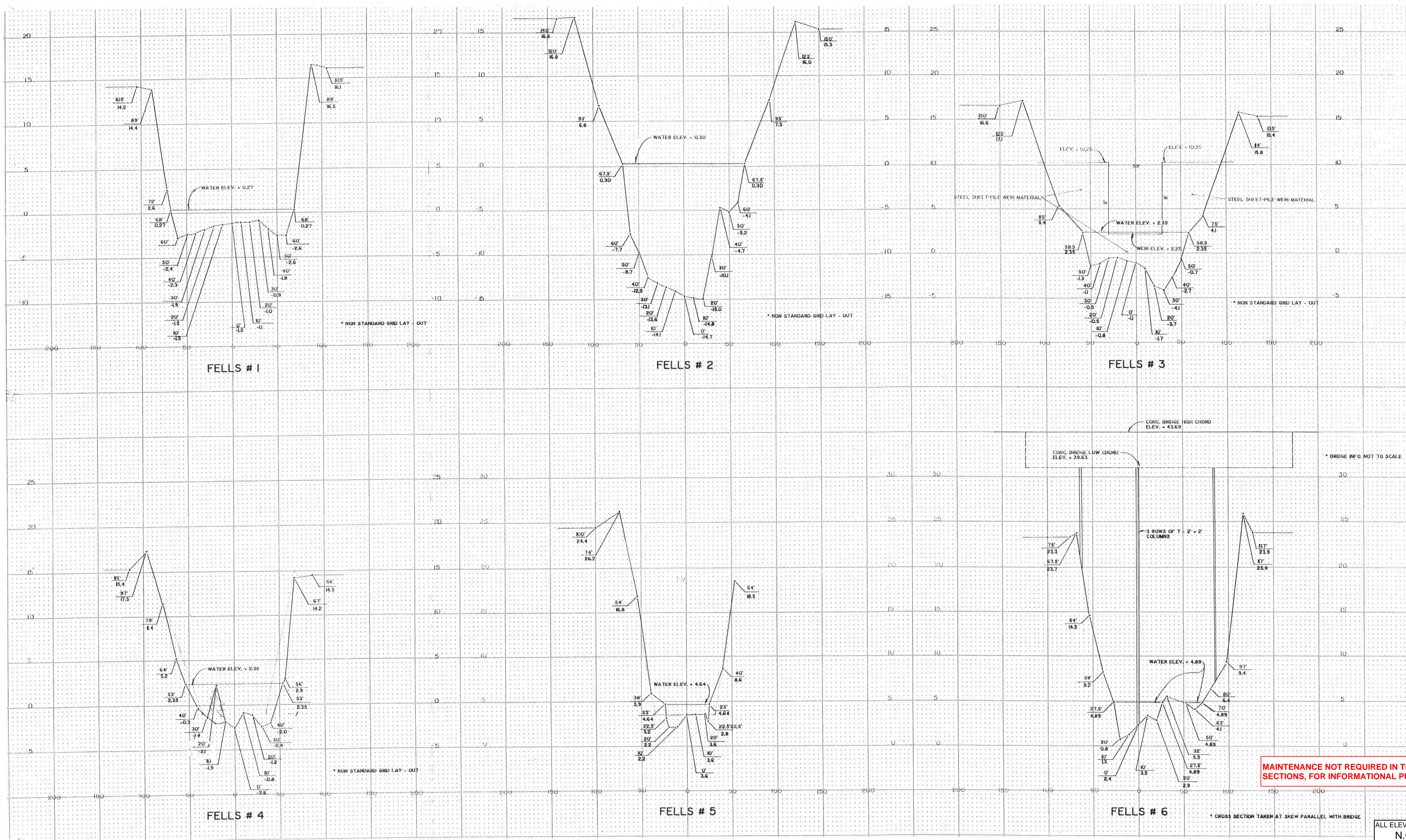
CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
PHONE: 772-562-4191 FAX: 772-562-7180

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SCALES:
HORIZ - 1"=50'
VERT - 1"=5'

FELLSMERE WATER CONTROL DISTRICT
EAST MASTER DRAINAGE PLAN
MAIN CANAL
CROSS SECTIONS

SHEET
MP-10



MAINTENANCE NOT REQUIRED IN THESE MAIN CANAL SECTIONS, FOR INFORMATIONAL PURPOSES ONLY.

ALL ELEVATIONS SHOWN ARE N.G.V.D. 1929

VERTICAL DATUM AND CONTROL NOTES:
THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 1929) AND ARE DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. SAID ELEVATIONS SHOWN ARE BASED ON A CLOSED DIFFERENTIAL LEVEL LOOP MEETING OR EXCEEDING +/-0.05 TIMES THE SQUARE ROOT OF THE DISTANCE OF THE LOOP IN MILES. GROUND ELEVATIONS SHOWN HEREON HAVE AN ESTIMATED ACCURACY OF 0.2 FEET +/-, AND HARD (WELL DEFINED) FEATURES HAVE AN ESTIMATED ACCURACY OF 0.1 FEET +/-.

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| NO. | REVISION | DATE |
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FELLSMERE WATER CONTROL DISTRICT
P.O. BOX 438
FELLSMERE, FL 32948
(772) 571-0640 (772) 571-0203 (FAX)

DATE: OCTOBER 2003
PRJ. NO. 01-83E
DRAWN BY: KLY
APPD. BY: GAS
DRAW. NO. E-1230-03
FILENAME: 01-83E.DWG
F.B. NO. FWCD 01-83-E, 1-62

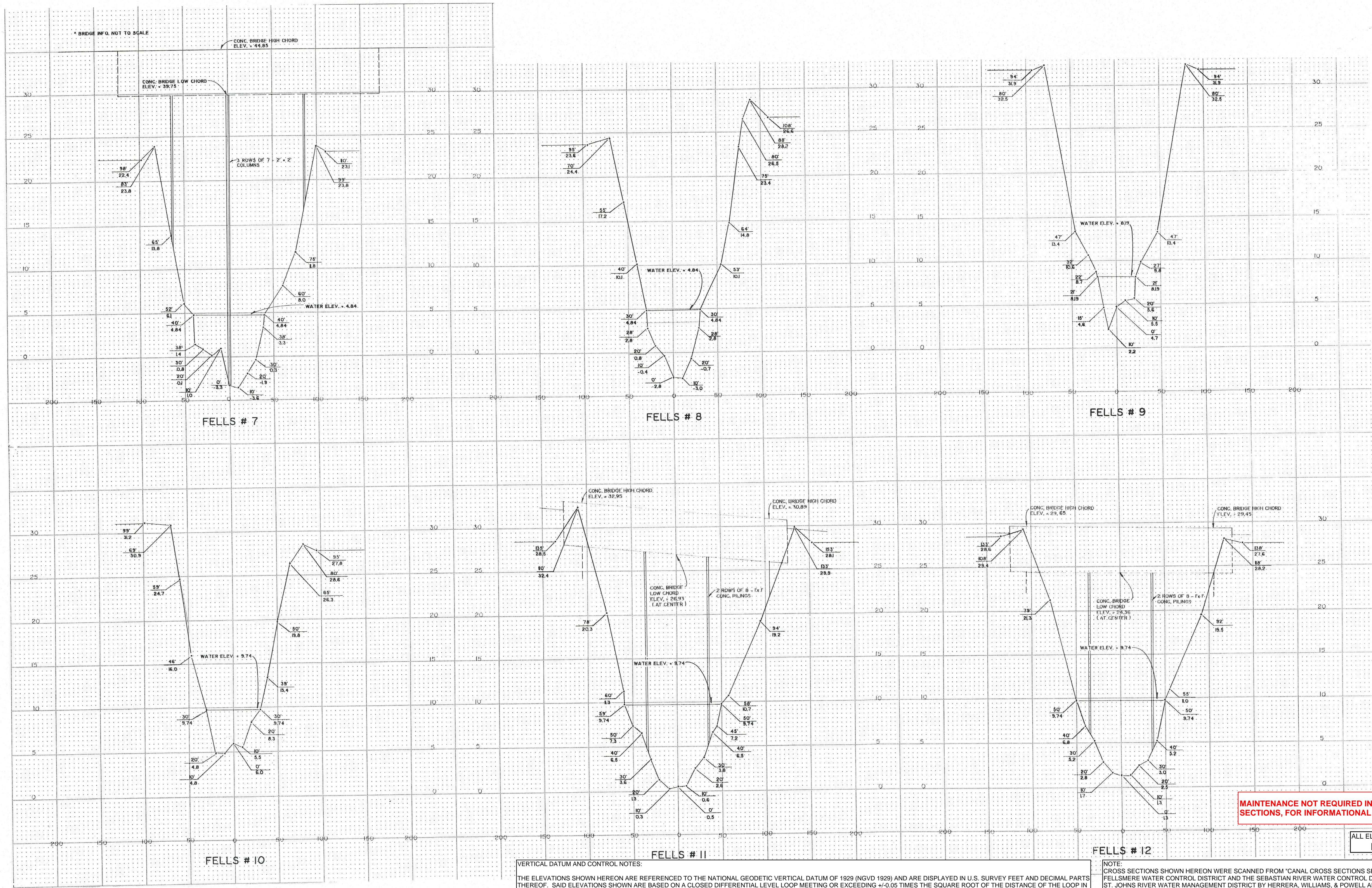
CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
PHONE: 772-562-4191 FAX: 772-562-7180

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SCALES:
HORIZ - 1"=50'
VERT - 1"=5'

FELLSMERE WATER CONTROL DISTRICT
EAST MASTER DRAINAGE PLAN
MAIN CANAL
CROSS SECTIONS

SHEET
MP-11



MAINTENANCE NOT REQUIRED IN THESE MAIN CANAL SECTIONS, FOR INFORMATIONAL PURPOSES ONLY.

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VERTICAL DATUM AND CONTROL NOTES:
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NOTE: CROSS SECTIONS SHOWN HEREON WERE SCANNED FROM 'CANAL CROSS SECTIONS SEBASTIAN RIVER BASIN, FELLSMERE WATER CONTROL DISTRICT AND THE SEBASTIAN RIVER WATER CONTROL DISTRICT' PREPARED FOR ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BY HERRERA, WILLIAMS, & POWELL ARCHITECTS, ENGINEERS, SURVEYORS, PLANNERS.

| NO. | REVISION | DATE |
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FELLSMERE WATER CONTROL DISTRICT
P.O. BOX 438
FELLSMERE, FL 32948
(772) 571-0640 (772) 571-0203 (FAX)

DATE: OCTOBER 2003
PROJ. NO. 01-B3C
DRAWN BY: KLY
APP'D. BY: GAS
DRAW. NO. E-1230-03
FILENAME: 01-B3C.DWG
F. B. NO. FWCD 01-B3-E, 1-62

CARTER ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1708 21st STREET, VERO BEACH, FL 32960
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SCALES:
HORIZ - 1" = 50'
VERT - 1" = 5'

FELLSMERE WATER CONTROL DISTRICT
EAST MASTER DRAINAGE PLAN
MAIN CANAL
CROSS SECTIONS

SHEET
MP-12

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