

THE CITY OF DAYTONA BEACH
RIVERFRONT PARK SEAWALL REPLACEMENT
INVITATION TO BID No. 20383
PROJECT SPECIFIC CONSTRUCTION SERVICES
NIGP COMMODITY CODE 91223, 91226, 91356, 91361, 95926, 95935, 95990



THE CITY OF DAYTONA BEACH
PUBLIC WORKS DEPARTMENT – TECHNICAL SERVICES DIVISION
P.O. BOX 2451
DAYTONA BEACH, FLA. 32115

ISSUE DATE: MARCH 17, 2020

INVITATION TO BID – PROJECT SPECIFIC CONSTRUCTION SERVICES

The City of Daytona Beach will receive bids for “RIVERFRONT PARK SEAWALL REPLACEMENT”, Invitation to Bid No. 20383, at the City of Daytona Beach Purchasing Division, City Hall Room 146, 301 S. Ridgewood Ave., Daytona Beach, Florida 32114, until **2:00 p.m., on APRIL 21, 2020**, at which time bids will be opened publicly and read aloud. Bids received after said time will be returned unopened.

Sealed bids must be addressed to:

Joanne Flick, Purchasing Agent
The City of Daytona Beach Purchasing Division
301 S. Ridgewood Ave., Room 146
Daytona Beach, Fl., 32114

with “Sealed Bid for RIVERFRONT PARK SEAWALL REPLACEMENT , ITB No. 20383” plainly written on the outside of the envelope.

The work generally consists of removing the existing failing coquina seawall, concrete cap, and footer between International Speedway Blvd and Orange Avenue and replacing the seawall with a new composite sheet pile seawall with a concrete cap and handrail. Work will include removing and replacing the observation decks, miscellaneous demolition, backfilling, pedestrian bridge restoration, constructing multiple stormwater pipe outfalls, placing new manholes, stormwater pipes, and stormwater backflow preventers.

Bid Documents may be obtained as pdf files on-line at <http://purchasing.codb.us>. There is no charge for downloading Bid Documents. The Bid Documents and all other Contract Documents, including Drawings and Technical Specifications if applicable, are also on file at the Daytona Beach Purchasing Division, 301 S. Ridgewood Avenue, Room 146, Daytona Beach, Florida, 32114. A complete set of these Documents may be obtained upon payment of \$75, NON-REFUNDABLE. Checks must be made payable to the City of Daytona Beach, Florida. All inquiries and checks pertaining to this project which are mailed should be directed to Post Office Box 2451, Daytona Beach, Florida 32115-2451.

Each bid must be accompanied by **Bid Security** in an amount not less than **10%** of the total bid.

BIDDERS SHALL NOTE RECENT REVISIONS THAT REQUEST SUBMISSION OF “GOOD FAITH EFFORT” DOCUMENTATION EVIDENCING THE BIDDER’S ATTEMPTS TO ACHIEVE THE CITY’S MBE/WBE CONTRACT PARTICIPATION AND EMPLOYMENT GOALS.

A NON-MANDATORY PRE-PROPOSAL CONFERENCE will be held at the Daytona Beach Public Works Conference Room #500, 950 Bellevue Avenue Daytona Beach, Florida 32114, on March 24, 2020 at 9:00 AM. Interested contractors are *urged* to attend.

The successful contractor will be required to furnish separate 100% Performance and Payment Bonds unless the Contract price is less than \$100,000.

The City reserves the right to reject any and all bids, or any portion of any bid, or to waive any informalities in the bidding.

Bids may be held by the City for a period not to exceed 60 days from the date of opening of bids for the purpose of reviewing the bid and investigating the qualifications of bidders prior to awarding the contract.

By: KIRK ZIMMERMAN, CPPB
CITY OF DAYTONA BEACH
Issue Date: MARCH 17, 2020

INSTRUCTIONS TO BIDDERS – PROJECT SPECIFIC CONSTRUCTION SERVICES

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID SOLICITATIONS FOR PROJECT SPECIFIC CONSTRUCTION SERVICES ISSUED BY THE CITY OF DAYTONA BEACH. THE CITY MAY DELETE, SUPERSEDE, OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR SOLICITATION BY USE OF SPECIAL INSTRUCTION SHEETS.

1. BID DOCUMENTS. The Bid Documents consist of the Invitation to Bid; these Instructions; Special Instructions, if any; the Bid Proposal Letter, the Bid Schedule and all other Forms to be completed, signed, and submitted by the Bidder; and all additional documents required to be completed and submitted by the Bidder as part of the Bid.

In making copies of Bid Documents available, the City does so only for the purpose of obtaining Bids and does not confer a license or grant to use the Bid Documents for any other purpose.

2. COMPLETING THE BID. In order for the Bid to be considered complete:

A. The Bid Proposal Letter, the Bid Schedule, and all other required Forms must be completed. All blank spaces must be filled with dark ink or via typing. All corrections and erasures must be initialed by the party submitting the Bid on behalf of the Bidder.

B. All information/documentation that is required to be submitted by this solicitation must be provided in the manner indicated.

C. The Bidder is requested to submit only the Bid Proposal Letter and other Forms, documents, and information specifically required. Any extraneous documents or information submitted by the Bidder will be discarded. The Bidder be asked to sign a written contract only if the City awards a contract to Bidder.

D. Unless Special Instructions are included in this solicitation specifically allowing for partial or lot-by-lot bids where the Bid Schedule only calls for unit prices, the Bidder must provide quotes for all unit prices and extended unit prices (if any) as set forth in the Bid Schedule. If this solicitation allows for partial or lot-by-lot bids, the Bidder must comply with the Special Instructions in completing filling out the unit prices and extended unit prices set forth in the Bid Schedule.

E. The Bid Price (including unit prices and extended prices if applicable), must be stated in numerals.

F. If this solicitation requires unit prices and there is a conflict between the unit prices and the extended totals, the unit price will take precedence. Likewise, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

G. The Bidder must not submit alternative bids unless this solicitation specifically authorizes alternate bids. If this solicitation specifically allows the submission of alternate bids, the Bidder must submit the standard and the alternative bid in order to be considered responsive.

H. The Bid may not contain qualifications or exceptions of any kinds.

I. All other submittal requirements stated herein must be met.

3. SIGNING THE BID. The Bid Proposal Letter, the Bid Schedule and all other Forms and documents requiring Bidder's signature must contain the original signature of an individual authorized to bind the Bidder. The signature must be located in the space(s) marked for the Bidder's signature. In addition, the person signing the Bid must also sign all of the other Forms to be submitted.

4. REQUESTS FOR INTERPRETATIONS. If the Bidder is in doubt as to the meaning of any of the Bid Documents or other Contract Documents included in this solicitation, the Bidder may submit a written request to the City for an interpretation, care of the Purchasing Agent at the address set forth in the Invitation for delivery of the completed bid or through the City's web page <http://www.codb.us/841/Purchasing> by clicking "Public Solicitation", then the desired bid, and finally the "submit question" button at the top of the page. Such requests must be received **10 days** prior to bid opening in order to be considered. The City is not obligated to respond to such requests. Any clarification or interpretation issued by the City in the form of a written addendum will be deemed to be a part of the Bid Documents.

No oral clarification or interpretation will be binding.

5. ADDENDA TO BID DOCUMENTS. Prior to bid opening, the City may on the City's own initiative or in response to a request for clarification, furnish addenda, for additions or alterations to these Instructions, the Bid Documents, and to any or any Drawings, Specifications, or other Contract Documents previously supplied by the City. In addition, the City may by addenda extend the date scheduled for Bid Opening.

The Purchasing Agent will make reasonable efforts to notify all potential bidders of the issuance of an Addendum. The Purchasing Agent will also post Addenda on the Purchasing Division's web page, <http://purchasing.codb.us>.

However, the Bidder is solely responsible for ensuring that the Bid submitted reflects all such Addenda.

6. BID SECURITY. The Bidder must submit Bid Security equal to 10% of the Bid. The Bid Security will be in the form of a bid bond; or any of the following alternate forms: cashier's check, certified check, money order, notes at par value, U.S. Currency, or U.S. Government Bond. Any Bid Security provided must be in original form; copies are unacceptable. The City has the right to retain the bid security as liquidated damages should the lowest responsive and responsible Bidder fail to comply with the terms of the bid. The City will return the bid security to unsuccessful Bidders after the contract award.

Any bid bond provided must be in a form approved or provided by the City, and must be accompanied by sufficient evidence of the issuing agent's authority. The surety company executing the bond must be authorized to do business in the State of Florida. If the bid bond is in an amount greater than \$5,000.00 the surety company executing the bond is listed by the United States Treasury Department as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

7. BID ENVELOPE. The Bid, including the Bid Proposal Letter, all other required Bid documents, and required bid security, must be returned in an opaque, sealed envelope. The envelope must display the name and address of the Bidder, the bid number and name of the bid/contract as set forth on the Invitation to Bid, and the date and time scheduled for bid opening. The envelope must be addressed to:

Purchasing Agent
City of Daytona Beach
Room 146
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

8. SUBMISSION OF BID. The Bidder must submit the Bid by mail or hand delivery at or prior to the time fixed for bid opening in the Invitation for Bids. A bid submitted after the time fixed for bid opening will not be accepted. The Bid must be delivered to the Purchasing Agent at the address above. A bid submitted to any other location will not be considered. Telephonic, electronic, and faxed bids will not be considered.

9. AMENDMENT AND WITHDRAWAL OF BID. The Bidder may amend or withdraw the Bid at any time prior to bid opening, but only with prior written notice to the Purchasing Agent, submitted in the same manner as the Bid. The notice must be signed by a properly authorized agent of the Bidder.

Mere negligence on the part of the Bidder in preparing the Bid does not constitute a right to withdraw the Bid subsequent to bid opening.

Amendments may be made only through the submission of a complete Bid along with a written statement, signed by the same person who signed the Bid, that the submission is intended to fully replace the Bidder's earlier submission. The City is not required to honor an amendment that fails to comply with this Paragraph 9.

10. DISQUALIFICATION OF BIDDERS.

A. **Only One Bid Permitted:** The Bidder may submit only one Bid. If the Bidder submits more than one bid for the work involved, all bid proposals submitted from the Bidder will be rejected.

B. **Collusion:** If the City determines that collusion exists among bidders, the City will reject the bids of all participants in the collusion.

C. **Scrutinized Companies List:** If the Bidder is found to have submitted a false certification as provided by F.S. Section 238.175(5), or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City will have the option to immediately terminate this Contract.

11. BID OPENING. Bid opening will be scheduled at the location and on the date and time specified by the Invitation for Bid, or by any applicable Bid Addenda that the City may issue. At bid opening, the City will open and record the Bid so long as it is proper and has been timely submitted. In recording the Bid the City will state the name of the Bidder and the Bid Price.

The Bidder is solely responsible to ensure that the Bid is time and date stamped by the Purchasing Agent prior to bid opening. Late bids will be rejected and returned unopened.

The Bidder may be present at bid opening but is not required to be present.

12. BID AS OFFER; FIRM PRICING; NO GUARANTEES AS TO QUANTITIES ORDERED. In submitting the Bid, the Bidder certifies that the Bidder is making a firm offer that will remain open for 60 days following Bid Opening unless properly and timely withdrawn by the Bidder prior to Bid Opening in conformance with these Instructions unless the City, in the City's sole discretion, rejects the Bid after Bid Opening. Extensions of time beyond the 60 day-period will only be by agreement of the City, the Successful Bidder, and the surety for the Successful Bidder.

In addition, if this solicitation requests submission of unit prices: (i) all unit prices will be deemed to be held firm for the duration of the Contract, including any extension thereof, unless specifically authorized by the Contract Documents; and (ii) quantities stated are an estimate only and no guarantee is given or implied as to quantities that will actually be required during the contract period.

13. FEDERAL TAXES. The bid price will be exclusive of all federal taxes. If the Bidder believes that certain other taxes are properly payable by the City, the Bidder may list such taxes separately in each case directly below the respective item bid price. Tax exemption certificates will be furnished upon request.

14. BID PRICE INCLUSIVE OF COSTS. The Bid Price is inclusive of all of the Bidder's direct and indirect costs of performing the Work.

15. BIDS AND PUBLIC RECORDS. Sealed bids received by the City pursuant to this solicitation will be temporarily exempt from disclosure in accordance with Florida's Public Records Laws. Thereafter, bids will be open for inspection by any person pursuant to Public Records Law.

If the Bidder believes that the Bid or any portion thereof is permanently exempt from disclosure under the public records laws, the Bidder must state the grounds for this position in CAPITAL LETTERS on a cover sheet accompanying the sealed bid. The Bidder will be contacted prior to the opening of the Bid and a determination will be made as to whether or not it is exempt prior to opening. If a determination is made that it is not exempt from disclosure, the Bidder may in writing request the return of the sealed bid.

16. BID OPENING RESULTS. The Bidder may secure information pertaining to bid opening results on the Purchasing Division webpage under the "Closed Solicitations" link, by visiting the Purchasing Division Office Monday through Friday between 8:00 am and 3:00 pm, or by emailing a request to purchasing@codb.us. Copies of bid tabulation sheets will be furnished upon request and receipt of a valid email address or self-addressed stamped envelope.

17. BIDDER CAPABILITY/REFERENCES. Prior to contract award, the City may require Bidder to show that Bidder has the necessary facilities, equipment, ability, and financial resources to perform the work specified in a satisfactory manner and within the time specified.

In addition, the City may require Bidder to demonstrate that Bidder has experience in work of the same or similar nature as the work required herein, and to provide references satisfactory to the City.

18. REVIEW; BASIS OF AWARD. Bids will be reviewed in accordance with the procedures set forth in these Instructions to Bidders and the applicable provisions of the Purchasing Code, Chapter 30 of the Daytona Beach Code of Ordinances. Any contract awarded pursuant to this solicitation will be made on the basis of the criteria for award of bids provided in the Purchasing Code.

A link to the Code of Ordinances is available on the City's web site, www.codb.us.

19. LOCAL PREFERENCE. The Purchasing Code, Chapter 30, Code of the City of Daytona Beach provides for a preference to local vendors whenever the application of such a preference is reasonable in light of the dollar-value of proposals received in relation to such expenditures.

As used in City Code, the term, "local vendor" means a person or business entity which has maintained a permanent place of business with full-time employees within the city limits of the City of Daytona Beach for a minimum of six months prior to the date bids or proposals were received for the purchase or contract at issue, which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with state and local laws, including City zoning and licensing ordinances.

Pursuant to City Code, if the lowest responsive bid is submitted by a non-local vendor, and a bid submitted by a local vendor is within 10% of the lowest bid, then these two vendors will each have the opportunity to submit a best and final bid equal to or lower than the amount of the lowest bid within five working days after bid opening. The bid will be awarded to the bidder submitting the lowest responsive bid or final bid. In case of a tie between a local vendor and a non-local vendor, the bid will be awarded to the local vendor.

If the Bidder intends to qualify as a local vendor, the Bidder must complete and sign the Local Vendor affidavit and submit it as part of the Bid. A Bidder who fails to properly complete and sign this affidavit or submit it with the Bid, will not further considered for local preference.

If the Bidder submits a properly completed Local Vendor affidavit as part of its Bid, the City reserves the right to verify that the Bidder meets the definition of Local Vendor, including by requiring the Bidder to supply additional documentation. In all instances, the City will be the final arbiter as to whether the Bidder qualifies for local preference.

With certain exceptions, application of local preference is discretionary. For more information on how the Local Preference may apply, see the Purchasing Code.

20. IDENTICAL TIE BIDS. If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

21. RIGHT TO ACCEPT OR REJECT BIDS. The City will reject bids which contain modifications, qualifications, or exceptions, or which are incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with these Instructions to Bidders and the Contract Documents, unless the City in its sole discretion determines that the non-compliance is minor.

The City does not bind itself to accept the minimum bid stated herein, but reserves the right to accept any bid, which in the judgment of the City will best serve the needs and interests of the City.

22. CRA MAY AWARD PURCHASE ORDERS ISSUED PURSUANT TO CONTRACT. In the case of a continuing/term supply or service contract awarded pursuant to this solicitation, if the funds to be used to pay for a portion of the supply or service are from redevelopment trust funds, the Community Redevelopment Agency (CRA) is authorized to issue the purchase order corresponding to the supply or service instead of the City.

23. CITY'S PROJECT-SPECIFIC CONSTRUCTION CONTRACT FORM. The City's contract form for project specific construction projects, which is included in this solicitation, contains additional terms and conditions, including indemnification and insurance requirements, completion deadlines, and liquidated damages, that the Bidder should review prior to submitting the Bid. The City reserves the right to make minor changes to the form contract prior to execution by the Successful Bidder to correct errors, make other minor formatting changes, or for legal sufficiency. The City will provide the Successful Bidder the final contract for execution.

24. LICENSES. At time of Bid submittal, the Bidder must hold the required licensure to be the prime contractor for all work to be performed under this solicitation. Any subcontractors or sub-consultants whom the Bidder proposes to use to perform work under this solicitation must also hold the required licensure at the time of Bid submittal. Required licensure must be maintained in full force and effect during the contract term.

25. BIDDER RESPONSIBILITY FOR PREPARATION COSTS. Neither the City nor the City's officers or agents will be liable for the costs incurred by the Bidder in reviewing or responding to this solicitation.

26. POST-AWARD SUBMITTAL REQUIREMENTS. Within 15 business days after the City's issuance of a notice of award, the Successful Bidder must submit each of the following:

- A. A fully-executed contract, using the form provided with or referenced by the notice of intent to award.
- B. Proof of insurance, in accordance with the requirements of the Contract. See the Contract form for more information regarding insurance requirements.
- C. Performance Security, as further described below, in an amount equal to 100% of the Contract Price.

The award is subject to cancellation and the bid security subject to forfeiture if this deadline is not met.

27. PERFORMANCE SECURITY. Performance Security is required unless contract is less than \$100,000.00. Payment and performance bonds may be submitted; or an alternative form of security as specified in Florida Statutes § 255.05(7) may be provided upon the City's prior written approval.

If the Successful Bidder elects to use payment and performance bonds for required Performance Security, the Successful Bidder will use forms provided by the City. Copies of the City's current form bonds will be provided with the Notice of Award. Completed bonds must be originals, not copies, with raised corporate seals included where applicable. The bonds must be accompanied by sufficient evidence of the authority of the issuing agent, including a certified copy of the power of attorney of the person signing the bond on the surety's behalf. The surety company executing the bonds must be must be rated "A" or better by A.M. Best Key Rating Guide, authorized to do business in the State of Florida, and must be listed by the United States Treasury Department Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as being approved for writing bonds for federal projects on its current list in an amount not less than the required bond amount.

END OF INSTRUCTIONS TO BIDDERS SECTION

SPECIAL INSTRUCTIONS

SI 1. Minority and Women Owned Business Enterprise Participation. The Daytona Beach City Commission has established a goal of 10% MBE/WBE participation in business contracts (i.e., contractors, subcontractors, and suppliers) with the City. The goal may be adjusted on a case-by-case basis to reflect experience and the relevant availability of MBE/WBE businesses.

Bidders are asked to provide documentation of their “good faith efforts” to achieve the MBE/WBE participation goal as outlined below.

A. Definitions:

Bid means all purchases prices sought by any procurement method

Construction means the process of building, altering, repairing, improving, or demolishing any public structure, building, roadway, or other public improvements of any kind to any public real property. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

Contract means all types of city agreements, regardless of what they may be called, for the purchase or disposal of supplies or services or performance of construction with the following exceptions: salaries/employee benefits, taxes, judgments, travels, dues, pensions, utilities, subscriptions, auto allowances, debt service requirements and postage. It includes contracts for a fixed price, costs, cost plus a fixed fee, or incentive contracts, contracts providing for the issuance of job or task orders, leases, letter contracts, and purchase orders.

Good faith efforts includes demonstrations and actions which show that the stated goal was pursued far beyond neutrality; indeed, was pursued intensely. Acting in a manner such that a prudent and reasonable person would conclude that the stated goal would be achieved.

Minority means Blacks, Hispanics, American Indians, Alaskan Natives, Asians, and Pacific Islanders.

Minority-Owned Business Enterprise (MBE) means a business which is certified as an MBE by the State of Florida Office of Supplier Diversity or other Florida public agency.

Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term includes professional services, but does not include employment agreements or collective bargaining agreements.

Supplies means all property, including but not limited to equipment, materials, printing, insurance, and leases, but excluding land or a permanent interest in land.

Women-Owned Business Enterprise (WBE) means a business firm which is certified as a WBE by the State of Florida Office of Supplier Diversity or other Florida public agency

B. Contract Participation Good Faith Effort Documentation

(1) Bidders are asked to document its good faith efforts to achieve the 10% contract participation goal by submitting Attachment A *with the Bid*, listing all MBEs and WBEs contacted by the Bidder with a request to submit a subcontracting/supplier quote. Attachment A should be accompanied by copies of MBE/WBE certification for each MBE/WBE subcontractor and supplier.

The State of Florida Office of Supplier Diversity maintains a searchable database of Florida Minority and Woman Owned Businesses. Bidders may utilize that database or any other public agency maintained database of certified MBEs and WBEs to locate and contact MBE/WBEs for potential participation in the Bid. The State's database may be accessed through the Purchasing Division webpage: <http://www.codb.us/841.purchasing> by clicking the "Minority & Women Owned Businesses Registration and Searchable Database" link.

(2) Bidders are asked to submit Attachment B with the Bid, listing all MBE and WBE subcontractors and suppliers selected to be awarded subcontracts or purchase orders by the Bidder if awarded the Contract.

(3) If the Bidder is an MBE or WBE and self-performs a minimum of 10% of the work with its own forces, the 10% participation goal will be considered achieved. Bidder should submit Attachment B and the Bidder's MBE/WBE certification *with the Bid* to document Bidder's achievement of the goal.

(4) Nothing in this section shall be construed to require the award of a contract or a sub-contract to an MBE, WBE, or other purveyor of supplies, services or construction which fails to meet contract specifications or for which the bid is unreasonably priced or for which the bid is not in the best interest of the City nor is the lowest and best bid.

(5) The Successful Bidder should submit copies of MBE and WBE subcontracts and purchase orders within 15 days of receipt of the City's Notice of Intent to Award.

C. MBE/WBE Reporting During performance of the contract, the Successful Bidder will report payments made to MBE and WBE subcontractors and suppliers with each progress payment using Attachment E.

D. Minority and Women Employment

(1) *Employment* .The city commission has established a goal of 10% employment of minorities and women (combined) in the work forces of its contractors and subcontractors. The goals for minority and women employment may be adjusted on a case-by-case basis to reflect experience and availability of minorities and women with requisite skills.

(2) Bidders should list the total number of employees working for the Bidder on Attachment C and submit that Attachment with the Bid.

(3) Bidders should list the total number of and percentage of minority and women employees working for each subcontractor and supplier. Bidders should submit Attachment D, "Subcontractor/Supplier Employment Levels", upon issuance by the City of a Notice of Intent to Award.

END OF SPECIAL INSTRUCTIONS

SUBMITTAL CHECKLIST

The following items will be submitted with the Bid Proposal Letter. Each blank on the form will be filled out. Use NA (not applicable) rather than leaving blank.

Item(s) Required with Submittal	
	BID PROPOSAL LETTER
	BID SCHEDULE
	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
	DRUG-FREE WORKPLACE CERTIFICATION
	AFFIDAVIT ON PUBLIC ENTITY CRIMES
	LOCAL VENDOR AFFIDAVIT <i>(only if filing for local preference)</i>
	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CERTIFICATION FORM
	MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE OFFICER CERTIFICATION FORM
	Bid Security (10% for all construction bids)
	Attachment A - Good Faith Effort Documentation – optional & voluntary
	Attachment B – MBE/WBE Contract Participation – optional & voluntary
	Attachment C – Bidder Employment Levels – optional & voluntary
Label the outer most package with the following:	
	Bid Number
	Date of the Opening
	Bidder's Name and Address
Item(s) Required after Issuance of Notice of Intent to Award	
	CERTIFICATE OF INSURANCE indicating the coverages outlined in this solicitation, including naming the City as additional insured
	Contract signed by Authorized Representative of the Bidder
	Payment & Performance Bonds to be returned as instructed within 15 days after the Notice of Award is issued <i>(Bond forms acceptable to the City will be sent with Notice of Award)</i>
	Attachment E – Minority and Woman Owned Business Enterprise Usage Form with each pay application
Voluntary MBE/WBE Reporting	
	Attachment D – Subcontractor/Supplier Employment Levels
	MBE/WBE Subcontracts and Purchase Orders

BID PROPOSAL LETTER - ITB NO.: 20383

TO THE MAYOR AND COMMISSIONERS
THE CITY OF DAYTONA BEACH, A FLORIDA MUNICIPAL CORPORATION

Dear Mayor and Commissioners:

This Bid is submitted by _____
(insert Bidder's full legal name; include D/B/A if applicable)

Business Address: _____
(include P.O. Box/street address, city, state and zip code)

Business Phone: _____ Business Fax: _____
(include area code) (include area code)

Business Email: _____
(leave blank if n/a)

The undersigned, as BIDDER or BIDDER's authorized representative, hereby declares and affirms each of the following:

1. That BIDDER has had the opportunity to examine the project site(s) and is fully informed in regard to all conditions pertaining to the site(s).
2. That BIDDER is fully informed regarding local conditions where the work will be required.
3. That BIDDER has thoroughly examined all Contract Documents, including Plans and Specifications as applicable, relative to the work to be performed, and that BIDDER is sufficiently knowledgeable of the work to be performed.
4. That BIDDER hereby agrees to furnish all labor, materials, and equipment to do the work in strict accordance with the Contract Documents for the price(s) stated in the attached Bid Schedule.
5. That, subject to the terms and conditions stated in the Contract Documents, BIDDER will perform the work in accordance with the completion date(s) specified in the Contract Documents, and will pay liquidated damages in the amounts specified in the Contract Documents for BIDDER's failure to comply with the completion date(s).
6. That BIDDER agrees to indemnify and hold harmless the CITY any other interests as set forth in the Contract Documents.
7. That insofar as the attached Bid Schedule includes extended unit prices, the use of extended unit quantities will not be construed to be a guarantee that the CITY will purchase such quantities if a contract is awarded; and that, subject to the terms and conditions of the Contract, BIDDER will be entitled to payment only based on the units constructed, installed, or otherwise placed in service.

BID PROPOSAL LETTER -- ITB No.: 20383, cont.

8. That BIDDER has received the following Addenda (*leave blank if inapplicable*):

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

(*list any additional Addenda by number and date*): _____

9. That, if within the time period specified in the bid solicitation, BIDDER fails to execute the form Contract, provide proof of insurance, and submit (if required) Performance Security, the bid award will be subject to cancellation and the Bid Security provided with this Bid will be subject to forfeiture.

10. That all information provided by BIDDER as part of this Proposal is truthful to the best of BIDDER's knowledge.

11. That BIDDER is (*mark the appropriate box and include the additional information, as applicable*):

An individual person/sole proprietor

A Florida corporation/ limited liability company

A foreign corporation/limited liability company authorized to do business in Florida*
_____ (*specify state of incorporation/formation*)

A Florida limited partnership

A foreign limited partnership authorized to do business in Florida*
_____ (*specify state of incorporation / formation*)

A general partnership**

A joint venture***

Other _____ (specify, including type of entity)

* *Attach proof of formation/registry from State of Florida.*

** *Provide on separate, signed sheets(s) of paper, full legal name and address of the partnership; and names of all general partners.*

*** *Provide on separate signed sheet(s) of paper the full legal names of all persons/firms comprising the joint venture.*

BID PROPOSAL LETTER -- ITB NO.: 20383, CONT.

12. That BIDDER has completed and attached all required and requested attachments with this Bid Proposal, including Bid Schedule, Non-Collusion Affidavit, Drug Free Workplace Certification, MWBE Certifications and Attachments, and Public Entity Crimes Affidavit.

In signing below, I certify that I am the above-named BIDDER or a person duly authorized by BIDDER to bind BIDDER to these terms and conditions.

By: _____
(Signature)

Printed Name: _____

Title: _____

Date signed: _____

Email: _____

**BID SCHEDULE - ITB NO. 20383
RIVERFRONT PARK SEAWALL REPLACEMENT**

The Bid Schedule is a separate Excel document Bidders must download, complete, print and submit with the bid. The Bid Schedule must be downloaded from at <http://www.codb.us/841/Purchasing> then click "Public Solicitation", choose "Riverfront Park Sewall Replacement", then click "Bid Schedule".

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)
COUNTY OF _____)

_____, being first duly sworn deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Daytona Beach, FL (Local Public Agency) or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: _____
(Signature)

Name Typed: _____

Title: _____

Bidder: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)
My commission expires: _____

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: - If there are two or more low responsive bids from responsible bidders that are identical in price and other evaluation criteria, the tie will be awarded to the following in order of preference: a) the bidder qualifying for local preference under Code 30-86; b) the bidder in compliance with the drug free workplace certification requirements set forth in Florida Statutes 287.087; or c) the most responsible bidder as defined under the City Code 30-82 (9)(c).

In order to have a drug-free workplace program, a business will:

(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 violation.

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

(4) In the statement specified in section (1), above, notify the employees that, as a condition of working on the commodities or contractual services that are underbid, 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 occurring in the workplace no later than five days after such conviction.

(5) Impose 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.

By: _____
(Signature)

Title: _____
(leave blank if sole proprietor)

Date: _____

AFFIDAVIT ON PUBLIC ENTITY CRIMES

(SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES)

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

This sworn statement is submitted to the City of Daytona Beach

by _____
(insert individual's printed name and title)

for _____ whose business address
(insert name of Bidder)

is _____

- I. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- II. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- III. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- IV. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

V. Based on information and belief, THE STATEMENT WHICH I HAVE MARKED BELOW is true in relation to the entity submitting this sworn statement (*Place initial of check mark next to applicable statement*):

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

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

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

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

(Signature) (Date)

STATE OF _____)
COUNTY OF _____)

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature
(Name of individual signing)

in the space provided above on this _____ day of _____, 20_____.

Attest: _____
(Notary Public)

My commission expires: _____

(Notary Seal)

LOCAL VENDOR AFFIDAVIT

Complete and submit this form ONLY if you qualify for local preference as provided in the City of Daytona Beach Purchasing Code.

A copy of the Bidder's Daytona Beach Business Tax Receipt must be submitted with this Affidavit.

NAME OF BIDDER: _____

LOCAL BUSINESS ADDRESS *(street address being used to claim Local Preference, including zip code):*

The undersigned certifies under penalty of perjury each of the following:

The Local Business Address has continuously been used as a Permanent Place of Business with at least one full-time employee since _____.
(Insert date)

The Local Business Address has consistently offered or provided the goods or services being solicited by the City of Daytona Beach during the time referenced above.

The Local Business Address has not been established with the sole purpose of obtaining the advantages that may be granted pursuant to the Local Preference provisions of the City of Daytona Beach Purchasing Code.

Signature *(Must be same person as person signing the Bid Proposal)*

Print Name/Title

Subscribed and sworn to before me

This _____ day of _____, 20____

(Signature of Notary Public)
My commission expires: _____

The City of Daytona Beach reserves authority to require a copy of the corporate charter, corporate income tax filing return, and any other documents(s) to evaluate the Bidder's Local Preference claim.

**ATTACHMENT A
GOOD FAITH EFFORT DOCUMENTATION**

SECTION 1: PRIME CONTRACTOR

ITB 20383

RIVERFRONT PARK SEAWALL
REPLACEMENT

Bidder: _____

Bidder is MBE Yes No
Bidder is WBE Yes No

The Bidder hereby certifies that in accordance with applicable provisions of the Daytona Beach Purchasing Code, Chapter 30, Daytona Beach Code of Ordinances, a good faith effort has been made to contact the following Minority and Women Owned Business Enterprises:

SECTION 2: SUBCONTRACTORS/SUPPLIERS

Sub/Supplier Company Name	Trade/ Commodity	Check if MBE	Check if WBE	Contact Name	Contact Phone #	Date of Contact

ATTACHMENT B
MBE/WBE CONTRACT PARTICIPATION

SECTION 1: PRIME CONTRACTOR

ITB 20383
RIVERFRONT PARK SEAWALL REPLACEMENT
Bidder: _____

Bidder is MBE Yes No
Bidder is WBE Yes No

Total Bid Amount \$ _____
Value of Self-Performed Work \$ _____
Percentage of Self-performed Work % _____

Bidder will list all certified MBE/WBE subcontractors and suppliers selected by the Bidder for award of subcontracts or purchase orders if Bidder is awarded the Contract.

Sub/Supplier Company Name	Trade/Commodity	Check if MBE	Check if WBE	Award Amount	Percentage of Sub Performed Work

Submit copies of all subcontracts/PO's to MBE and WBE subcontractors and suppliers upon receipt of the Notice of Intent to Award

Use additional sheets as necessary.

ATTACHMENT C - BIDDER EMPLOYMENT LEVELS

BIDDER: _____

ITB 20383

RIVERFRONT PARK SEAWALL REPLACEMENT

Bidders shall indicate the total number of full-time staff employed by the Bidder at the time of bid opening, the total number of full time women employees, and the total number of full time minority employees. Bidders will calculate the total number of minority and women employees, and the percentage of all employees who are women and minorities.

- A Total Employees: _____
- B Total Women Employees: _____
- C Total Minority Employees: _____
- D Total Women & Minority Employees (B + C): _____
- E Percentage Women Employees (B ÷ A): _____
- F Percentage Minority Employees (C ÷ A): _____
- Total Percentage Women & Minority Employees (D ÷ A): _____

Prepared by:

(Signature)

Name Printed:

Title:

—

ATTACHMENT D - SUBCONTRACTOR/SUPPLIER EMPLOYMENT LEVELS

SUBCONTRACTOR: _____

ITB 20383

RIVERFRONT PARK SEAWALL REPLACEMENT

PRIME CONTRACTOR: _____

Each subcontractor and supplier with contracts or purchase orders valued in excess of \$?? shall indicate the total number of full-time staff employed by the Bidder at the time of bid opening, the total number of full time women employees, and the total number of full time minority employees. Subcontractor and Suppliers will calculate the total number of minority and women employees, and the percentage of all employees who are women and minorities

A Total Employees: _____
B Total Women Employees: _____
C Total Minority Employees: _____
D Total Women & Minority Employees (B + C): _____
E Percentage Women Employees (B ÷ A): _____
F Percentage Minority Employees (C ÷ A): _____
Total Percentage Women & Minority Employees (D ÷ A) _____

Prepared by: _____

(Signature)

Name Printed: _____

Title: _____

Bidder shall submit Attachment D within 15 days of issuance of the Notice of Intent to Award.

**ATTACHMENT E
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE
USAGE FORM**

Contractor shall submit this form with each application for payment, indicating the MBE and WBE subcontractors and suppliers paid under the pay application.

This report provided by _____
Firm

Representative completing form: _____
Name

Contract Number: 20383

Pay Application No. _____
Indicate if "final"

Date form completed: _____

Total funds paid under this pay application to:

MBE Firms		WBE Firms	
Firm Name	Amount	Firm Name	Amount
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	

Total Amount Paid MBE's this
Pay Application: \$ _____

Total Amount Paid to WBE's this
Pay Application: \$ _____

DRAFT
PROJECT-SPECIFIC CONSTRUCTION CONTRACT
ITB 20383

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation, hereinafter the "CITY" or "OWNER," and >, a >, hereinafter the "CONTRACTOR."

WITNESSETH, that the CONTRACTOR and the CITY agree as follows, for the mutual valuable consideration provided herein:

ARTICLE I. SCOPE OF WORK

The CONTRACTOR will, at its sole cost and expense, provide, perform, and complete the construction project commonly known as "RIVERFRONT PARK SEAWALL REPLACEMENT" and more fully described in the Contract Documents, hereinafter the "Work".

ARTICLE II. CONTRACT DOCUMENTS

The Contract Documents are further described in the General Conditions, and if applicable the Supplemental General Conditions. In addition, the Plans, dated 2/20/2020 and referenced herein are the Plans or drawings prepared by Stephen J Kuhn, P.E. (the "Engineer/Architect" or "E/A"), provided or made available with the CITY's Invitation to Bid, as amended by any addenda to the Bid Documents, are a part of the Contract Documents. These Plans are not physically attached hereto but are incorporated herein by reference. CONTRACTOR acknowledges receipt of all such Plans.

The Contract Documents are intended to include all information necessary for CONTRACTOR's proper prosecution and timely completion of the Work. CONTRACTOR will prosecute the Work as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complementary, and what is required by one will be as binding as if required by all.

ARTICLE III. COMMENCEMENT AND COMPLETION

The CITY and the CONTRACTOR mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. To that end, the CONTRACTOR will commence the Work not later than the Commencement Date set forth in the General Conditions, and will diligently and continuously prosecute the Work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Substantial Completion within **180** days after the Commencement Date and Final Completion within **210** days after the Commencement Date, subject only to any adjustments in the Contract Time that may be authorized by Change Orders properly issued in accordance with the Contract Documents. In executing this Contract, CONTRACTOR affirms that the time set for completion is reasonable.

The CITY will suffer financial loss if Final Completion of the Work is not achieved within the Contract Time. Accordingly, and in lieu of actual damages or proof thereof, if CONTRACTOR fails to meet these deadlines, CONTRACTOR will be liable to the CITY for liquidated damages as follows:

In the amount of **\$2712** for each and every day of unexcused delay in achieving Substantial Completion; and

In the amount of **\$1356** for each and every day of unexcused delay from the date that Substantial Completion is achieved until Final Completion is achieved.

The CITY will have the right to offset such liquidated damages against any remaining portion of the Contract Price due CONTRACTOR, but will not be limited to the offset if it is insufficient. If the unpaid balance of the Contract Price is less than the amount of the Liquidated Damages, the CONTRACTOR or its Surety must pay the deficiency to the CITY upon demand.

ARTICLE IV. CONTRACT PRICE

Subject to any adjustments that may be authorized pursuant to this Contract, the Contract Price due the CONTRACTOR is \$>_____ for work completed and accepted in accordance with the Contract Documents. The Contract Price represents the CONTRACTOR's sole compensation from the CITY for prosecution of the Work. The Contract Price will be paid in a series of Progress Payments and a Final Payment, and is subject to retainage, as further described in the Contract Documents.

ARTICLE V. PERFORMANCE SECURITY

CONTRACTOR must provide a payment bond and a performance bond, or alternate form of Performance Security in an amount equal to 100% of the Contract Price if the contract price exceeds \$100,000.00.

Additional requirements associated with the provision of Performance Security, including requirements to increase the amount provided, are set forth in the General Conditions and, if applicable, the Supplemental General Conditions.

ARTICLE VI. INDEMNIFICATION

A. CONTRACTOR hereby indemnifies and holds harmless the CITY from and against all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the Work provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

B. CONTRACTOR indemnifies the CITY against any claim of supplier's or subcontractor's lien (in cases where such payment is not already guaranteed by payment bond). If any claim or lien remains unsatisfied after all payments are made, CONTRACTOR must refund to the CITY all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

C. For purposes of the obligations stated in this Article, references to the CITY include the CITY's officers, employees, and agents.

D. CONTRACTOR's obligations under this Article are made without regard to the availability of insurance of the CITY or the Engineer/Architect.

ARTICLE VII. INSURANCE

A. Required Insurance.

CONTRACTOR will purchase and maintain, at its own expense, the following types and amounts of insurance, primary and non-contributory with the CITY's own insurance, in form and companies satisfactory to the CITY:

1. **Workers' Compensation Insurance** – As required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR employed at the project site or in any way connected with the Work.

The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per accident. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

2. **Liability insurance – Including Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, collapse and underground, and personal injury on an "occurrence" basis, insuring the CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the Work; and **Automobile Liability coverage** insuring claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by CONTRACTOR at the project site or in any way connected with the Work.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy shall provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

The limit of liability will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

Unless specifically waived hereafter in writing by the Risk Manager, CONTRACTOR agrees that the insurer will waive its rights of subrogation, if any, against the CITY on of the above-listed types of required insurance coverage.

3. **Builders' Risk** - The CONTRACTOR is required to maintain Builders Risk Insurance on an "all risk" basis, including but not limited to the completed value basis on the insurable portion of the work for the benefit of the CITY, the CONTRACTOR and subcontractors as their interests may appear. The CITY, the CONTRACTOR and any subcontractor insured therein waive all rights against each other for damages caused by fire and other perils to the extent covered by the insurance obtained pursuant to this paragraph.

B. Subcontractors' Insurance. Each of CONTRACTOR's subcontractors will be required to provide insurance in substantially similar form to the insurance required of CONTRACTOR above based on the services they will provide to the project.

C. Proof of Insurance. CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence Work until all required insurance has been approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard and the expiration dates.

Upon request of the Risk Manager, CONTRACTOR will also provide the CITY copies of the insurance contracts referenced by the certificates.

D. Cancellation and Replacement. CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of any required insurance occurring prior to expiration or termination of this Contract. If such insurance terminates without CONTRACTOR's prior knowledge, immediately upon becoming aware of such termination CONTRACTOR will provide notice to the City's Risk Manager at P.O. Box 2451, Daytona Beach, Florida 32115-2451.

The CITY reserves the right to suspend any or all of the Work until such insurance has been replaced, or to obtain replacement insurance at CONTRACTOR's sole cost.

E. Termination of Insurance. CONTRACTOR will not cancel any required insurance coverage until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Risk Manager that CONTRACTOR is authorized to cancel the insurance and the effective date of such authorization. The Risk Manager will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

The liabilities of CONTRACTOR under this Contract will survive and not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the contractor will relieve the CONTRACTOR or its sub-contractors from responsibility to provide insurance as required by the contract.

ARTICLE VIII. NOTICES

A. Where the Contract Documents authorize or require the CITY to provide notice to CONTRACTOR, notice may be provided by delivery by hand to CONTRACTOR's designated Superintendent at the Project Site, or in the absence or unavailability of the Superintendent to any other person on the Project Site who holds himself or herself out as managing the Work on behalf of CONTRACTOR, or in lieu of either of these, by written notice to the address provided below.

B. Where the Contract Documents authorize or require CONTRACTOR to provide notice to the CITY, notice may be provided only by written notice to the address provided below.

C. Written notice is valid only if sent by certified United States mail, return receipt requested, facsimile with confirmation receipt required, or by recognized courier such as Federal Express with confirmation receipt requested. All such notices will be deemed to have been duly given and provided on (i) the date of receipt, (ii) upon receipt or refusal of delivery if transmitted by registered or certified mail, return receipt requested, or (iii) the first business day after the date of deposit, if transmitted by reputable overnight courier service, whichever occurs first. Written notices will be sent to the following persons:

If to the CITY:
Attn: Frank Van Pelt
Technical Services Director
The City of Daytona Beach
950 Bellevue Avenue, #600
Fax: 386-671-8620

If to the CONTRACTOR:
Attn: _____
Title: _____

Fax: _____

provided, however, that either Party may by written notice change the address designated for receipt of written and faxed notices.

ARTICLE IX. DISPUTE RESOLUTION

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

A. **Negotiations Required.** A Party will request in writing that a meeting be held between representatives of each Party within 14 days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

B. **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described above proves unsuccessful or the Parties mutually waive the procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

ARTICLE X. GENERAL PROVISIONS

A. This Contract will be governed by the laws of the state of Florida without regard to any choice of law principles that could result in application of the laws of any other jurisdiction. Venue for any legal action or proceeding arising out of this Contract is exclusively in the federal or state courts in and for Volusia County, Florida. The Parties hereby waive any right to stay or dismiss any action or proceeding brought under or in connection with this Contract that is brought before the above-referenced courts on the basis of *forum non-conveniens*.

B. In case of litigation arising out of this Contract where the meaning of one or more provisions is at issue, the CITY will not be penalized by virtue of its having drafted this Contract. CONTRACTOR has carefully reviewed and had the opportunity to seek advice of legal counsel prior to executing this Contract.

C. The CITY and CONTRACTOR agree that they have knowingly waived the right to trial by jury and have instead agreed that, in the event of any litigation arising out of or connected to this Contract, to proceed with a trial before the court, unless both parties subsequently agree otherwise in writing.

D. In performing the services provided for herein, CONTRACTOR is an independent contractor and not an employee of the CITY.

E. The waiver of any provision of this Contract will not be deemed to be a waiver of any other provision of this Contract. No waiver of any provision of this Contract will be deemed to constitute a continuing waiver unless expressly provided in writing, nor will a waiver of any default be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Contract, whether the default is known or not, does not constitute a waiver or estoppel of the right to do so.

F. All terms and conditions of this Contract which contemplate a period of time beyond completion or termination, will survive such completion or termination and not be merged therein or otherwise terminated.

G. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

H. The undersigned representative of CONTRACTOR affirms that in executing this Contract on behalf of CONTRACTOR, he or she is fully authorized to bind CONTRACTOR to the terms and conditions herein set forth.

I. No CITY officer, employee, or independent consultant who is involved in the development, evaluation, or decision-making process of the performance of any solicitation will have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any violation of this

provision, with the knowledge, expressed or implied, of CONTRACTOR will render the Contract voidable by the CITY.

J. This Contract represents the entire and integrated agreement between the CITY and CONTRACTOR with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the Parties have executed this Contract on the dates written below.

THE CITY OF DAYTONA BEACH

CONTRACTOR

By: _____
Derrick L. Henry, Mayor

By: _____
Printed Name: _____
Title: _____

Attest: _____
Letitia LaMagna, City Clerk

Date: _____

Date: _____

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS AND TERMS

1.1 Defined Terms.

Whenever used in the Contract the following terms have the meanings indicated, which are applicable to both the singular and plural thereof

“50-Percent Completion” means the point at which the OWNER has expended 50% of the Adjusted Contract Price.

“Adjusted Contract Price” means the Contract Price as set forth in the Contract, as previously adjusted by valid Change Order.

“Bid” means the offer of the Bidder.

“Bid Schedule” means the Bid Schedule submitted by CONTRACTOR with the Bid; unless CONTRACTOR was the sole responsive bidder and the Parties have negotiated final pricing as part of the bid solicitation process pursuant to the Purchasing Code, in which instance the term means the Revised Bid Schedule included within the Contract Documents.

“Change Instrument” means a Field Directive or a Change Order.

“Change Order” means a written directive issued by the OWNER authorizing an adjustment in the Contract Price, the Contract Time, the scope of Work, or any other material term or condition of the Contract. When approved by the City Commission, a change order may be in the form of a formal amendment to this Contract.

“City Code” means the City of Daytona Beach Code of Ordinances.

“City Commission” or *“Commission”* means the City of Daytona Beach City Commission.

“City Manager” means the City Manager for the City.

“Commencement Date” means the date established in the Notice to Proceed upon which the Contract Time begins to run; or if no such date is provided in the Notice to Proceed, the date of the Notice to Proceed.

“Construction Contract form” means that part of the titled as “Project-Specific Construction Contract” or something similar, and signed by the Parties.

“Contract” includes all Contract Documents.

“Contract Administrator” means the individual specifically authorized to administer the Contract on the OWNER’s behalf; provided, however that in all instances the City Manager may act as the Contract Administrator.

“Contract Price” means the total compensation due to CONTRACTOR for the Work to be performed under the contract, subject only to those adjustments provided in the Contract Documents.

“Contract Time” means the total period of time stated in the Contract between the Commencement Date and the deadline for Final Completion, subject only to those adjustments provided in the Contract Documents.

“Critical Path” means the longest series of tasks that runs consecutively from the beginning to the end of the Project, as determined by duration and workflow sequence. This longest path sets the managerial standard for how quickly the Project can be completed, given appropriate resources.

“Day” or “Days” means calendar days unless otherwise specifically noted in the Contract Documents.

“Defective Work” or “Nonconforming Work” means Work that:

- (i) Does not conform to the requirements of the Contract;
- (ii) Does not meet the requirements of any inspection, test, or approval as referred to in the Contract or as required by law;
- (iii) Contains defects;
- (iv) Represents a substitute for that required by the Technical Provisions, unless properly approved and authorized as provided in the Contract; or
- (v) Has been damaged or destroyed prior to Final Completion.

“Effective Date” means the date on which this Contract is approved by City Commission.

“E/A” (also, “Engineer/Architect”, “Architect, or “Engineer” as applicable) generally means the professional licensed architect or engineer who develops the criteria and concept for the Project, performs the analysis, and is responsible for the preparation of the Technical Provisions and Plans. The E/A may be the OWNER’s in-house staff or a consultant retained by the OWNER. No contractual relationship is created by this Contract between CONTRACTOR and the E/A.

“Equipment” means the machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the Work.

“Field Directive” means a written order prepared and signed by the OWNER, not involving a change in Contract Price or Contract Time, directing a minor change in the Work where a Change Order is not required.

“Final Completion” means acceptance of the Work by the OWNER as evidenced by its signature upon the Certificate of Final Completion.

“Force Account” means a method for payment of additional Work that is based on CONTRACTOR’s labor, equipment and materials costs with consideration for overhead and profit.

“Force Majeure Event” means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by CONTRACTOR or the OWNER, (ii) are beyond the control of CONTRACTOR and the OWNER, and (iii) materially hinder or interfere with the ability of CONTRACTOR to prosecute the Work; provided, however, that no such condition or circumstance will be a Force Majeure event if it is the result of CONTRACTOR’s fault, negligence, or material breach of this Contract. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, and severe adverse weather conditions not reasonably anticipated.

“Hazardous Materials” has the meaning as provided by law.

“Legal Requirements” means, collectively, all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work. The term includes the City Code and other CITY ordinances and regulations.

“Materials” means goods or substances to be incorporated in the Work under the Contract.

“Milestone” means a significant event specified in the Contract Documents relating to an intermediate completion date or time prior to Final Completion of the Work.

“OWNER” means the City of Daytona Beach; or, if the form Contract so provides, the Community Redevelopment Agency for the CITY. All references within the Technical Provisions to the “CITY” (whether or not capitalized) are intended to refer to the “OWNER” unless logic dictates otherwise.

“Plans” means the plan documents prepared by the E/A and identified in the Table of Contents or otherwise incorporated into the Contract, including reproductions thereof, showing the location, character, dimensions, and details of the Work. The term may also be referred to herein as “drawings,” “contract drawings,” “contract plans,” or similar terms; but not “shop drawings.”

“Project” means the subject of the Work and its intended result.

“Project Site” or “Site” means the land or premises on which the Project is located, and in addition any land and areas identified in and permitted for use by CONTRACTOR by the Contract, subject to conditions that may apply such as for rights-of-way, permits, and easements.

“The Prompt Payment Act” means the Local Government Prompt Payment Act, F.S. § 218.70 et seq. (2014), as hereafter amended.

“Purchasing Code” means the provisions of Chapter 30 of the City Code.

“Referenced Standards” includes standards, standard details, specifications, manuals, regulations or codes of any technical society, organization or association, or of any governmental or quasi-governmental authority referred to in the Contract to describe the nature or quality of any of the Work, whether such reference be specific or by implication, and means the latest standard, standard detail, specification, manual, regulation or code in effect at the time of Bid opening, except as may be otherwise specifically stated in the Contract.

“Resident Project Representative” means, where the E/A is a private firm or person under contract with the CITY to act as the E/A, the authorized representative of E/A assigned to the Project Site; and in all other instances, the Contract Administrator.

“Risk Manager” means the Risk Manager for the CITY or designee; provided however, that the City Manager may act on behalf of the Risk Manager.

“Schedule of Values” means the written breakdown of the Contract Price by Construction Specification Institute divisions or by other format acceptable to the OWNER, prepared by CONTRACTOR for OWNER’s review and approval.

“Shop Drawings” means all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR as required by this Contract.

“Site-Related Reports” means any environmental, geotechnical, subsoil, and related reports relating to conditions at the Project Site which were used or made available for the OWNER’s or E/A’s use in creating the Plans.

“Specifications” means the Technical Provisions and Plans.

“Stored Materials” means delivered materials or equipment that are located at the Project Site, or with the OWNER’s approval at another location, and that have not yet been incorporated into the Work.

“Subcontractor” means a person or firm that under a direct contract with CONTRACTOR to perform a portion of the Work, and also unless logic dictates otherwise, sub-subcontractors and persons or firms doing work through such sub-subcontractors.

“Substantial Completion” means the completion of the Work, or an agreed upon portion of the Work, so as to allow the OWNER to occupy and use the Project or a portion thereof for its intended purposes.

“*Sub-subcontractor*” means a person or firm who has a direct or indirect contract at any tier with a subcontractor to perform a portion of the Work.

“*Supplemental General Conditions*” means that part of the Contract labeled as such and identified in the Table of Contents or otherwise incorporated into the Contract, that amends and supplements these General Conditions.

“*Supplier*” means a person or firm having a contract with CONTRACTOR or with any subcontractor of any tier to furnish materials to be incorporated in the Work.

“*Technical Provisions*” means those provisions of the Contract containing or referencing required technical specifications and standards. The term includes all such technical specifications and standards of other governmental jurisdictions, or professional association where referenced in the Contract, including any exceptions thereto regardless of whether these are attached to or enumerated within the Contract.

Whenever this Contract refers to but does not include a specific Technical Provision, the reference will be deemed to be to the version of the referenced Technical Provision included in the applicable CITY engineering or utility standard unless logic dictates otherwise.

“*Unilateral Change Instrument*” means a Change Instrument issued by the OWNER and not executed by CONTRACTOR.

“*Unit Price Schedule*” means the Bid Schedule.

“*Working Hours*” means 7:00 am through 6:00 pm, Monday through Friday excluding holidays designated by the CITY.

1.2 Abbreviations. The following abbreviations, when used in the Contract, represent the full text shown.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects.
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
DIPRA	Ductile Iron Pipe Research Association
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDHR	Florida Division of Historical Resources
FEMA	Federal Emergency Management Agency
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards

IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IFAS	Institute of Food and Agricultural Sciences
IMSA	International Municipal Signal Association
IPCEA	Insulated Power Cable Engineers Association
ISA	International Society of Arboriculture
ISO	International Organization for Standards
MPO	Volusia County Metropolitan Planning Organization
MSTCSD	Minimum Specifications for Traffic Control Signals and Devices
MUTCD	Manual on Uniform Traffic Control Devices
NACE	National Association of Corrosion Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
NSPE	National Society of Professional Engineers
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SJWRMD	St. Johns River Water Management District
SI	International System of Units
SSPC	Society of Protective Coatings
UL	Underwriters' Laboratories
USACOE	United States Army Corps of Engineers
USGS	United States Geological Service

Each of the above abbreviations, when followed by a number or letter designation, or combination of numbers and letters, designates a specification, test method, or other code or recommendation of the particular authority or organization shown. Where the above-referenced abbreviations refer to a written standard, specifications, test method, or other code, the reference will be deemed to be the edition of the code promulgated at the time of Bid opening.

1.3 Use of Terms.

1.3.1 Singular and Plural. The OWNER, E/A, CONTRACTOR, subcontractor, sub-subcontractor, supplier, other contractors, surety, insurer and others may be referred to in the Contract Documents as if singular in number. In the event that more than one person or entity occupies the position referred to and unless otherwise indicated, the term is interpreted to include all such persons or entities.

1.3.2 Technical Terms and Trade Usage. Terms in the Contract which have well-known technical or construction industry meanings and are not otherwise defined are used in accordance with such recognized meanings unless the context clearly indicates otherwise.

ARTICLE 2 –ORGANIZATION AND INTENT OF CONTRACT

2.1 Interpreting the Contract.

2.1.1 Order of Precedence. In cases of conflict or discrepancy among Contract Documents, interpretations will generally be based on the following order of precedence, ranked from highest to lowest priority:

- .1 Change Orders;
- .2 The Construction Contract form;
- .3 Supplemental General Conditions, if any;
- .4 General Conditions;

- .5 Technical Provisions;
- .6 Plans (figured dimensions will govern over scaled dimensions);
- .7 The Invitation to Bid and General and Supplemental Instructions to Bidders, including Addenda thereto;
- .8 The Bid Schedule;
- .9 All other documents required to be submitted and submitted as part of CONTRACTOR's Bid Proposal; and
- .10 All other Contract Documents that are neither listed above nor expressly incorporated into one of the foregoing Contract Documents;

with the understanding that a common sense approach will be used as necessary so that the Contract Documents produce the intended response.

2.1.2 Contract Documents Complementary. The Contract Documents are complementary, and what is required by one is as binding as if required by all. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, are of like effect as if shown or mentioned in both.

2.1.3 Intent to Require Completed Project. The intent of the Contract Documents is to require that CONTRACTOR provide all materials and labor, including tools, equipment and supervision, necessary for the proper execution and completion of the Work as a functioning whole or required for a completed Project.

2.1.4 Work Required if Reasonably Inferable. Performance by CONTRACTOR is required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Where no explicit quality or standards for materials or workmanship are established for the Work, the Work is to be of good quality for the intended use and consistent with the quality of surrounding Work which conforms to the requirements of the Contract Documents and to the standards for construction of the Project generally.

2.1.5 Organization of Drawings and Specifications. Organization of the Drawings around professional disciplines such as civil, architectural, structural, plumbing, mechanical, and electrical, and of the Specifications into divisions, sections, and articles, does not control CONTRACTOR in dividing the Work among sub-contractors or in establishing the extent of Work to be performed by any trade or excuse CONTRACTOR of its obligation to properly allocate and provide for the performance of all Work under the Contract.

2.1.6 Documents Excluded from the Contract. The Contract Documents do not include the Site-Related Reports referenced herein or other documents issued or provided to CONTRACTOR for the information of CONTRACTOR or for reference purposes and which are not specifically incorporated in the Contract Documents.

2.1.7 Titles, Headings, and Capitalization. The titles and headings of the various sections and subsections of these General Conditions and other Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents. The use, or inadvertent failure to use, capitalization of terms used in the Contract Documents is not intended to define or limit the meaning of the term.

2.1.8 Other Interpretive Rules.

2.1.8.1 Provisions of the Contract Documents that use the active voice-imperative mood writing style are directions to CONTRACTOR and are intended as commands. In such instance, the subject "the Bidder" or "CONTRACTOR" is understood.

2.1.8.2 Provisions of the Contract Documents that use the passive voice writing style are also directions to CONTRACTOR and intended as commands unless logic clearly dictates otherwise.

2.1.8.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

2.2 Referenced Standards.

2.2.1 Standards Incorporated. All Referenced Standards are incorporated into the Contract as fully as if printed and bound with the Specifications, but only to the limited extent that such standards are applicable to the Work.

2.2.2 Availability of Referenced Standards. CONTRACTOR is responsible for obtaining and having available at the Project Site a copy of each Referenced Standard insofar as it is applicable to the Work.

2.2.3 Precedence of Contract Documents Over Referenced Standards. No provision of a Referenced Standard is effective to change (i) the procedures established in the Contract Documents or by any applicable laws or regulations, or (ii) the duties and responsibilities of the OWNER, E/A or CONTRACTOR from those set forth in the Contract Documents; nor is any provision of a Referenced Standard effective to assign to the OWNER or the E/A any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the Contract.

ARTICLE 3 - PRELIMINARY MATTERS

3.1 Pre-Contract Submittals. The OWNER reserves the right to require certain Submittals before executing the Contract. Submittals required before execution of the Contract include, but are not limited to insurance certificates acceptable to the OWNER as provided in the Contract and any other submittals required by the Bid Documents. Bidders are requested to provide copies of MBE/WBE subcontracts and purchase orders from subcontractors and suppliers listed on Attachment D from the Bid Proposal Letter documenting subcontractor and supplier minority and women employment levels,

3.2 Project Information. Within ten days after the Effective Date, the OWNER will furnish CONTRACTOR free of charge, two signed, sealed, hard copies and one electronic copy of the Plans in AutoCAD and the Technical Provisions in PDF format, and one copy of each of the Site Related Reports, if any. All Site Related Reports are given to CONTRACTOR for information only, are not warranted as to accuracy, and are not a part of the Contract Documents. CONTRACTOR will not be entitled to rely on the accuracy or the completeness of any information contained in these Reports in performing the Work required herein, or in seeking claims for Contract Price or Contract Time adjustments. It is the CONTRACTOR's responsibility to determine and verify all information provided by OWNER including, but not limited to grades and elevations.

3.3 CONTRACTOR's Review of Contract Documents and Site Related Reports. Before undertaking a project, CONTRACTOR will carefully study the Contract Documents and any Site Related Reports provided by OWNER, to check and verify pertinent figures shown thereon compares accurately to all applicable field measurements. CONTRACTOR will promptly report in writing to the Contract Administrator any conflict, error, ambiguity, or discrepancy that CONTRACTOR discovers and will obtain a written interpretation or clarification from the Contract Administrator before proceeding with any Work affected thereby. CONTRACTOR will be liable to the OWNER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents or Site Related Reports of which CONTRACTOR knew or reasonably should have known.

3.4 Pre-Construction Submittals.

3.4.1 CONTRACTOR will prepare and submit all required pre-construction submittals within 15 Days after the Effective Date, except where the Contract Administrator extends time for submittal in writing. The submittals will include each of the following:

3.4.1.1 A proposed Progress Schedule, developed using Microsoft Project software unless otherwise approved by the Contract Administrator. The Progress Schedule will (i) indicate the times (number of

days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract, (ii) identify the Critical Path for completing the Work, (iii) identify when all subcontractors will be utilized, and (iv) take into consideration any Working Hours limitations. The Progress Schedule will contain sufficient detail to indicate that CONTRACTOR has identified all required Work elements and tasks, has provided for a sufficient and proper workforce and integration of subcontractor, has provided sufficient resources and has considered the proper sequencing of the Work required to result in a successful Project that can be completed in accordance with any Milestones and within required completion deadlines.

3.4.1.2 A proposed Schedule of Values, except where the Contract Price is based solely on Unit Prices set forth in the Bid Schedule. The Schedule of Values will be prepared in such a manner that each item of Work is shown as one or more line items on AIA Document G703, Continuation Sheet (latest ed.) or such other form as the OWNER may prescribe, and will contain such detail and be supported by such data as to allow the OWNER and the E/A to substantiate accuracy. Upon approval by the OWNER, the Schedule of Values will be used as the basis for reviewing progress payment requests. After the OWNER has approved the initial Schedule, CONTRACTOR will revise and resubmit for the OWNER's approval, amended Schedules of Values as necessary to reflect adjustments in the Contract Price resulting from approved Change Orders. A schedule of values may be required if a substantial portion of the contract price is a lump sum bid item.

3.4.1.3 An organizational chart showing the principals and management personnel who will be involved with the Work, including each one's responsibilities for the Work.

3.4.1.4 Preliminary Shop Drawings. Shop Drawings will be neat, legible, and drawn to scale. CONTRACTOR will specifically identify any proposed deviations from dimensions, details, and other requirements as provided by the Plans and specifications. When submitting Shop Drawings, CONTRACTOR will also provide a written narrative explanation itemizing each proposed deviation from the Specifications or other Contract requirements. No such deviations will be deemed to be accepted unless they are specifically approved in accordance with the procedures for substitutes and Change Orders.

3.4.1.5 To the extent not set forth in the Contract, a letter designating the Superintendent and, if such designation is required by the Supplemental General Conditions, the Project Manager.

3.4.1.6 A letter designating CONTRACTOR's safety representative, who will be responsible for general safety and excavation safety measures along with certifications or other documentation of the safety representative's qualifications.

3.4.1.7 If applicable, an excavation safety system plan.

3.4.1.8 If applicable, a plan illustrating proposed locations of temporary facilities.

3.4.1.9 A completed Non-Use of Asbestos Affidavit (prior to construction).

3.4.1.10 A map of proposed "haul routes" for delivery of materials and transportation of equipment to the Project Site.

3.4.1.11 A letter designating the Florida Registered Professional Land Surveyor for layout of the Work, if the Work requires the services of a surveyor.

3.4.1.12 Any other documents as required by the OWNER, consistent with the terms of the Contract.

The Supplemental General Conditions (if any) or the Technical Provisions may amplify, waive, or otherwise amend requirements for the above-referenced submittals.

3.4.2 The OWNER will have the right to accept or reject each of the required submittals. The OWNER will provide CONTRACTOR written notice as to any submittals that are rejected, in which instance CONTRACTOR

will promptly resubmit them. Alternatively in such instance, the OWNER will have the right but not the obligation to schedule a preconstruction meeting; provided that the preconstruction meeting is scheduled no later than 30 days after the Effective Date, and the OWNER may delay issuance of the Notice to Proceed until the OWNER and CONTRACTOR have held the meeting.

3.4.3 The OWNER's acceptance of the above-referenced submittals will be deemed to be general only relating solely to their sufficiency and compliance with the intent of the Contract. Such acceptance does not constitute the OWNER's adoption, affirmation, or direction of CONTRACTOR's means and methods, and does not constitute a Change Instrument. OWNER's acceptance of the Progress Schedule will not impose on the OWNER, responsibility or liability for the sequencing, scheduling, or progress of the Work, and will not relieve CONTRACTOR from CONTRACTOR's responsibility for complying with the terms and conditions of this Contract. CONTRACTOR will at all times remain responsible for the factual accuracy of all such submittals.

3.5 Notice to Proceed. No work will proceed until the OWNER has issued a written Notice to Proceed. The OWNER will issue a Notice to Proceed within 60 days after the Effective Date, provided that CONTRACTOR has submitted all required documents, including insurance and, where applicable, Performance Security. The OWNER in its sole discretion may delay issuing the Notice if CONTRACTOR has not completed its preconstruction submittals within that time, or with CONTRACTOR's written concurrence for any other or no reason.

3.6 Limitations on Custody and Use of Plans. CONTRACTOR will not re-use the Plans and Technical Provisions, including modifications thereto, on any other project or for any other client. CONTRACTOR may not own or claim a copyright in the Site-Related Reports, or the Plans or any other Contract Documents. With the exception of the signed Contract Documents, all sets of the above-referenced documents are the property of the OWNER, and will be returned to the OWNER on request or at the completion of the Work prior to issuance of Final Payment.

3.7 Availability of Lands. The OWNER will provide access to the Project Site, secure any easements necessary therefore, and notify CONTRACTOR of any restrictions in such access. The OWNER may identify in the Contract Documents encumbrances or restrictions not of general application which are known by the OWNER and specifically related to use of the Site, but which are not of public record. CONTRACTOR will comply with such encumbrances and restrictions in performing the Work. Permanent easements for the completed facility or for changes in existing facilities will be obtained and paid for by the OWNER, unless otherwise provided in the Contract Documents.

ARTICLE 4 – OWNER'S RESPONSIBILITIES

4.1 Contract Administrator. The Contract Administrator is authorized to administer the Contract on behalf of the OWNER, commencing on the Effective Date and terminating on the date CONTRACTOR performance is completed (including final payment) or terminated.

4.1.1 The Contract Administrator's authority is limited as follows:

- .1 Provide direction to CONTRACTOR to ensure satisfactory and complete performance;
- .2 Issue Field Directives;
- .3 Monitor and inspect CONTRACTOR performance to ensure acceptable timeliness and quality;
- .4 Maintain necessary documentation and records regarding CONTRACTOR performance and other pertinent matters;
- .5 Furnish timely written notice of CONTRACTOR performance failures to the City Manager and to the City Attorney, as appropriate;
- .6 Determine acceptance or rejection of CONTRACTOR's performance;
- .7 Approve or reject applications for payment, other than application for final payment;

- .8 Furnish necessary reports to the City Manager;
- .9 Recommend Change Instruments or stop work orders to the City Manager; and
- .10 Recommend termination of Contract or work authorizations for default or convenience to the City Manager.

4.1.2 The authority of the Contract Administrator is limited to the functions set forth above. In particular, the Contract Administrator is NOT authorized to make determinations (as opposed to recommendations) that:

- .1 Alter or modify Contracts;
- .2 Terminate or cancel Contracts;
- .3 Approve, as opposed to recommend, Change Orders or Contract Amendments;
- .4 **Except as expressly provided herein**, interpret ambiguities in Contract language; or
- .5 Approve final applications for payment; or
- .6 Waive the OWNER's contract rights.

4.2 City Manager. The City Manager has all of the authority of the Contract Administrator. The City Manager has authority to approve final applications for payment except where approval also requires approval of a change order that is not within the City Manager's authority, below. In addition, the City Manager is authorized to issue (i) Change Orders increasing Contract Price or Contract Time as provided in the Purchasing Code or as specifically authorized by the City Commission; (ii) Change Orders reducing Contract Price or Contract Time; and (iii) stop work orders where reasonably necessary to preserve property or prevent injury.

4.3 Authority Reserved in City Commission. All administrative authority not specifically conferred upon the Contract Administrator or City Manager is reserved to the City Commission. Modifications to the Contract required to be approved by the Commission may be in the form of Change Orders or formal amendments, as appropriate.

4.4 General Obligation to Avoid Delays. Information or services under the OWNER's control will be furnished by the OWNER with reasonable promptness to avoid delay in orderly progress of the Work. The OWNER will have a reasonable amount of time to investigate site conditions, review submittals, analyze requests for changes, and to make other decisions in the orderly administration of the Contract. CONTRACTOR will notify the OWNER in writing, if the time for the investigation, review, analysis of any submittals, required for changes or otherwise required for the OWNER's decision, impacts in any way the Critical Path of the current approved Progress Schedule.

4.5 Owner-Provided Inspectors. The OWNER will provide persons to perform OWNER-required inspections.

ARTICLE 5 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS

CONTRACTOR will obtain any additional temporary construction facilities, stockpiling or storage sites not otherwise provided. CONTRACTOR will be responsible for providing at his own expense and without liability to the OWNER, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. CONTRACTOR will be required to obtain approval of any private property owner for such additional lands and access unless specifically provided otherwise in the Contract Documents.

5.1 Subsurface and Physical Conditions.

5.1.1 CONTRACTOR affirms that CONTRACTOR has carefully examined the Plans and the Site-Related Reports, if any. CONTRACTOR acknowledges that the Site-Related Reports are **not** a guarantee of specific site conditions which may vary between boring locations, and that the Project Site is unwarranted.

5.1.2 CONTRACTOR affirms that prior to executing this Contract, CONTRACTOR has had the opportunity to become familiar with the Project Site and the local conditions under which the Project is to be constructed and operated, and to undertake its own geotechnical studies to the extent that CONTRACTOR deems appropriate. CONTRACTOR will not be entitled to any additional time or compensation as a result of any conditions

at the Project Site which would have been disclosed to CONTRACTOR by a site visit or by undertaking its own geotechnical studies.

5.1.3 CONTRACTOR will provide the OWNER written notice as soon as reasonably possible, but no later than three days, if unforeseen conditions are encountered at the Project Site which are subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature that differ materially from those normally encountered in the type of work being performed under this Contract. CONTRACTOR may not disturb the conditions until the OWNER conducts an investigation. The OWNER will promptly investigate such conditions.

5.1.3.1 If it is determined that such conditions differ materially and cause an increase or decrease in CONTRACTOR's cost of or time required for performance of any part of the Work, the Contract Administrator will recommend an equitable adjustment in the Contract Price or Contract Time, or both. If it is determined that such conditions are not materially different from those indicated in the Contract Documents, the Contract Administrator will notify CONTRACTOR in writing of such findings and the Contract will not be adjusted.

5.1.3.2 CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known, and for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period, and for any increases in Project costs, or damages accruing, in association with CONTRACTOR's disturbance of the conditions pending OWNER's investigation.

5.1.4 Notwithstanding any other provision of this Contract, CONTRACTOR is solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Work area. "Public utility lines" means the utility distribution and supply system, and "utility customer service lines" means the utility lines connecting customers to the utility distribution and collection system. Generally, existing utility customer service line connections are not shown on the Plans. CONTRACTOR will notify "One Call" and exercise due care to locate, mark, uncover and otherwise protect all such lines in the construction zone and any of CONTRACTOR's work or storage areas. CONTRACTOR's responsibility for the location and protection of utilities is primary and non-delegable. CONTRACTOR will indemnify or reimburse such expenses or costs (including fines that may be levied against the OWNER) that may result from unauthorized or accidental damage to all public lines and utility customer service lines in the work area. The OWNER reserves the right to repair any damage CONTRACTOR causes to such utilities at CONTRACTOR's expense. If a public or customer service line is damaged by CONTRACTOR, CONTRACTOR will give verbal notice within one hour and written notice within 24 hours, to the OWNER and to the utility representatives identified on the Plans.

5.1.5 CONTRACTOR will take reasonable precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature will be disturbed without written permission of the OWNER and the FDHR. When such objects are uncovered unexpectedly, CONTRACTOR will stop all Work in close proximity and notify the OWNER and the FDHR of their presence and will not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities uncovered on the OWNER's property will remain property of FDHR conforming to applicable provisions of Florida Statutes. If the OWNER, in consultation with the FDHR, determines that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, CONTRACTOR will perform salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in CONTRACTOR's cost of, or time required for, performance of the Work, the Contract Price or Contract Time will be equitably adjusted subject to compliance with the provisions herein for Changes and Delays.

5.2 Protection of Reference Points. Unless otherwise specified, the OWNER will furnish a base line and a suitable number of bench marks adjacent to the work. From the information provided by the OWNER, CONTRACTOR will develop and make all detailed surveys, stakes, lines, and elevations, as CONTRACTOR deems necessary. CONTRACTOR will carefully protect and preserve benchmarks, reference points, and stakes. If these benchmarks, reference points, or stakes are disturbed or destroyed due to CONTRACTOR's failure to comply with the above-referenced requirement, CONTRACTOR will bear the cost of expenses of relocating and replacing them, including the costs of a Registered Professional Land Surveyor if the OWNER determines the same to be necessary.

5.3 Hazardous Materials.

5.3.1 To the extent provided by applicable law, the OWNER will be responsible for any pre-existing hazardous material uncovered or revealed at the Project Site which was not shown, indicated or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work.

5.3.1.1 CONTRACTOR will immediately stop Work in the affected area and will take all necessary precautions to avoid further disturbance of the materials. CONTRACTOR will also will immediately notify the OWNER and, if required by applicable law or regulations, all government or quasi-government entities with jurisdiction over the Project or Project Site.

5.3.1.2 Upon receiving notice of the presence of suspected Hazardous Materials, the OWNER will take the necessary measures required to ensure that the Hazardous Materials are remediated or rendered harmless. Such necessary measures will include the OWNER retaining qualified independent experts to (i) ascertain whether Hazardous Materials have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that the OWNER will take either to remove the Hazardous Materials or render the Hazardous Materials harmless.

5.3.1.3 CONTRACTOR will be obligated to resume Work at the affected area of the Project only after the OWNER provides written certification that (i) the Hazardous Materials have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site. CONTRACTOR will be responsible for continuing the Work in the unaffected portion of the Project and the Project Site.

5.3.1.4 CONTRACTOR will be entitled, in accordance with these General Conditions, to an adjustment in its Contract Price or Contract Time(s) to the extent CONTRACTOR's cost or time of performance have been adversely impacted by the presence of Hazardous Materials.

5.3.2 CONTRACTOR will maintain at the Project Site, available to the OWNER, appropriate information pertaining to all Hazardous Materials brought to the Project Site by CONTRACTOR or any subcontractor, and as may be required by the Supplemental General Conditions, if any. CONTRACTOR will ensure that all such materials are properly labeled or identified, and will properly store, handle and use them at all times. In accordance with federal Hazard Communication Standard (29 CFR § 1910.1200) and all other applicable Legal Requirements, manufacturers and distributors are required to label each Hazardous Material or chemical container, and to provide Material Safety Data sheets to the purchaser. CONTRACTOR will comply with these laws and will provide the OWNER with copies of all relevant documents, including Material Safety Data sheets prior to performance or services or contemporaneous with delivery of goods. CONTRACTOR will provide and designate appropriate and secure areas for their storage and will notify the OWNER of their presence and location at Project Site. CONTRACTOR will not store Hazardous Materials at the Project Site in excess of those reasonably needed for CONTRACTOR's prosecution of the Work, and will properly remove or dispose of all Hazardous Materials, including combustible waste, as soon as possible after completion of the operations in which they are utilized.

5.3.3 No asbestos-containing materials will be incorporated into the Work or brought on Project Site without prior approval of the OWNER. CONTRACTOR will not knowingly use, specify, request or approve for use any asbestos containing materials or lead-based paint without the OWNER's written approval. When a specific product is specified, CONTRACTOR will endeavor to verify that the product does not include asbestos containing material.

5.3.4 CONTRACTOR will be solely responsible for use, storage and remediation of any Hazardous Materials brought to Project Site by CONTRACTOR, subcontractors, sub-subcontractors, suppliers, and anyone else for whom CONTRACTOR is responsible. CONTRACTOR will indemnify, defend and hold harmless the OWNER and the OWNER's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Materials introduced to Project Site by CONTRACTOR, subcontractors, sub-subcontractors, suppliers, or anyone for whose acts they may be liable.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 General Responsibilities.

6.1.1 Scope of Work. CONTRACTOR will provide, perform, and complete all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the Project at the Work Site, including measures for sediment control, storm water management, and waste disposal, in compliance with this Contract. CONTRACTOR is required to perform all Work specified in the Contract Documents and reasonably inferable from these Documents as being necessary to produce the intended results.

6.1.2 Quality. All materials and Work will be of good quality for the intended use and consistent with the quality of surrounding Work, and will conform to the requirements of the Contract Documents and to the standards for construction of the Project generally. All materials will be new.

6.1.3 Construction Means and Methods. CONTRACTOR will provide continuous on-site supervision and direction of the Work using CONTRACTOR's best efforts. CONTRACTOR will have control over construction means, methods, techniques, sequences, and procedures, unless the Contract Documents give other specific instructions concerning these matters, and is solely responsible therefore.

6.1.4 Discipline at the Project Site. CONTRACTOR will enforce strict discipline and good order among CONTRACTOR's employees and other persons for whose Work CONTRACTOR is responsible, including CONTRACTOR's employees, subcontractors, sub-subcontractors, and suppliers, and the agents and employees of any of them.

6.1.5 Responsibility for Subordinates. CONTRACTOR is responsible for the acts and omissions of all persons performing portions of the Work at the Project Site, including but not limited to CONTRACTOR's employees, subcontractors, sub-subcontractors, and suppliers, and the agents and employees of any of them.

6.1.6 Assignment, Scheduling and Coordination. CONTRACTOR is solely responsible for and has control over assigning, scheduling and coordinating all portions of the work under the Contract performed by CONTRACTOR's own forces and by its subcontractors, sub-subcontractors, and suppliers, in accordance with the approved Progress Schedule, unless the Contract Documents give other specific instructions concerning these matters.

6.1.7 Obligations Not Relieved. CONTRACTOR is not relieved of its obligations to perform the Work in accordance with the Contract Documents, by the activities or duties of the OWNER or the E/A in the administration of the Contract or of construction, or by tests, inspections, or approvals required or performed by persons other than CONTRACTOR.

6.1.8 Ongoing Duty to Report Problems with Contract Documents. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between any Contract Document and any Legal Requirement or of any such standard, specification, manual, or code or instructions of any manufacturer or supplier, CONTRACTOR will within three days of such discovery report it to the OWNER in writing, and CONTRACTOR will not proceed with the Work affected thereby until a Change Order has been issued. CONTRACTOR will be liable to the OWNER for failure to report any such conflict, error, ambiguity, or discrepancy of which CONTRACTOR knew or reasonably should have known. CONTRACTOR will be liable to the OWNER for CONTRACTOR's failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents within said three-day period.

6.1.9 Inspection of Work. CONTRACTOR will make frequent inspections during the progress of the Work to confirm that work previously performed by CONTRACTOR is in compliance with the requirements of this Contract, and that any portion of Work previously performed by CONTRACTOR or by others is in proper condition to receive subsequent Work.

6.2 Diligent Prosecution. CONTRACTOR will at all times be responsible for the diligent prosecution of the Work so as to complete the Work within the Contract Time.

6.2.1 CONTRACTOR will have an affirmative obligation to rearrange Milestones, notwithstanding the manner in which they are scheduled in the current approved Progress Schedule, as circumstances may require. If in order to meet this obligation CONTRACTOR rearranges the order of Work in a manner that materially departs from the current approved Progress Schedule, CONTRACTOR will within 3 days thereafter provide notice to the OWNER, who may require CONTRACTOR to submit a revised Progress Schedule reflecting the rearrangement. No revised Progress Schedule extending the Contract Time will be approved without the issuance of a Change Order in compliance with the Contract Documents.

6.2.2 CONTRACTOR will carry on the Work and adhere to the current approved Progress Schedule, including during all disputes or disagreements with the OWNER. No Work will be delayed or postponed pending resolution of any disputes or disagreements, except as the OWNER and CONTRACTOR may otherwise agree through a Change Order or Contract amendment.

6.3 Supervision and Superintendence.

6.3.1 CONTRACTOR will supervise the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

6.3.2 CONTRACTOR will have an English-speaking, competent Superintendent on the Work at all times that work is in progress. The Superintendent will be CONTRACTOR's representative on the Work and will have the authority to act on the behalf of CONTRACTOR. All communications given to the Superintendent will be as binding as if given to CONTRACTOR, even where written notice is otherwise required. Either CONTRACTOR or the Superintendent will provide a cellular telephone number and an emergency and home telephone number at which one or the other may be reached if necessary when Work is not in progress. The Superintendent will be an employee of CONTRACTOR, unless waived in writing by the OWNER. If CONTRACTOR proposes a management structure with a Project Manager supervising, directing, and managing construction of the work in addition to or in substitution of a Superintendent, the requirements of these Construction Documents with respect to the Superintendent will likewise apply to any such Project Manager.

6.3.2.1 CONTRACTOR will present the resume of the proposed Superintendent to the OWNER showing evidence of experience and successful superintendence and direction of work of a similar scale and complexity. The OWNER may reject the proposed Superintendent if the OWNER determines that the proposed Superintendent does not have sufficient experience in line with the Work, in which instance CONTRACTOR will propose a different Superintendent for OWNER approval.

6.3.2.2 CONTRACTOR will not replace the Superintendent without written notice to the OWNER. If CONTRACTOR deems it necessary to replace the Superintendent, CONTRACTOR will provide the necessary information for approval, as stated above, on the proposed new Superintendent.

6.3.2.3 CONTRACTOR may designate a qualified substitute Superintendent if the designated Superintendent is temporarily away from the Work, subject to OWNER approval.

6.3.2.4 CONTRACTOR will replace the Superintendent upon the OWNER's request, if the Superintendent is unable to perform to the OWNER's satisfaction.

6.4 Labor, Materials, and Equipment.

6.4.1 CONTRACTOR will employ only orderly and competent workers, skillful in performance of the type of Work required under this Contract. CONTRACTOR will prohibit the use and possess any alcoholic or other intoxicating beverages, illegal drugs, or controlled substances while on the job or on the OWNER's property. Subject to the applicable provisions of Florida law, neither CONTRACTOR, nor subcontractors, suppliers, or other agents of CONTRACTOR, may use or possess any firearms or other weapons while on the job or on the OWNER's property. If the OWNER notifies CONTRACTOR that any officer, employee, subcontractor, supplier, or other agent

is incompetent, disorderly, abusive, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms in contravention of the applicable provisions of Florida law, or has possessed or was under the influence of alcohol or drugs on the job, CONTRACTOR will immediately remove that person from performing Contract Work, and may not employ that person again on the Work without the OWNER's prior written consent. CONTRACTOR will at all times maintain good discipline and order on- and off-Project Site in all matters pertaining to the Project. CONTRACTOR will pay workers no less than the wage rates established by law, and maintain weekly payroll reports as evidence thereof.

6.4.2 CONTRACTOR will not use any preexisting facilities of the OWNER without the specific written consent of the OWNER, except as indicated in the Contract Documents. CONTRACTOR is solely responsible for temporary facilities and services provided or utilized by CONTRACTOR and will remove those not required to remain at the completion of the Work or any portion thereof, will promptly correct any damage caused by the erection, use or removal of temporary facilities; and will restore the Project Site and any adjacent areas to their original condition or that required by the Contract Documents upon completion of the Work.

6.4.3 CONTRACTOR will store, handle, install, and test all materials in accordance with the manufacturer's or suppliers' most recent instructions and recommendations. CONTRACTOR will promptly notify the OWNER if these instructions and recommendations are in conflict with any provision of the Contract Documents.

6.4.4 All materials and equipment will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable manufacturer and supplier, except as otherwise provided in the Contract Documents. The Contract Administrator or E/A may require CONTRACTOR to furnish one or more of the following:

6.4.4.1 Satisfactory evidence (i.e., reports of required tests, manufacturer's certificates of compliance with material requirements, mill reports, etc.) as to the kind and quality of materials and equipment.

6.4.4.2 Samples of required equipment and materials prior to having such equipment and materials delivered to the Project Site. Each sample submitted by CONTRACTOR will carry a label giving the name of CONTRACTOR, the Project, and the name of the producer. The accompanying certificate or letter from CONTRACTOR will state that the sample complies with the contract requirements, will give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the OWNER in reviewing the sample promptly. It will also include the statement that all materials or equipment furnished for use in the Project will comply with the samples or certified statements. In addition, the accompanying certificate will include a written narrative explanation itemizing the extent to which the sample deviates from the Specifications or other Contract requirements.

6.4.5 The OWNER will not be required to consider delays in the Work caused by delivery of non-complying materials or equipment, or by late or improper submission test reports or manufacturer's certificates for OWNER approval, as just cause for an extension of the Contract Time. The OWNER's acceptance of any test report, certificate, or sample will be general only and will not constitute a waiver of the OWNER's right to demand full compliance with Contract requirements, nor relieve CONTRACTOR from ensuring full compliance with the Contract.

6.4.6 CONTRACTOR will assign to the OWNER, any rights CONTRACTOR may have to bring antitrust suits against suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. CONTRACTOR will cooperate with the OWNER should the OWNER wish to prosecute suits against suppliers for illegal price fixing.

6.4.7. Upon CONTRACTOR's request and the Contract Administrator's written approval, CONTRACTOR may locate stored materials off-site, so long as they are in a bonded and insured facility, accessible to the OWNER, and are clearly marked as OWNER's property.

6.4.8 Title to materials delivered to the Project Site or stored off-site will not be deemed to pass to the OWNER until the OWNER accepts such title by paying for same. The OWNER will be entitled but is not required to request title documentation. Risk of loss will not pass to the OWNER until title passes.

6.5 Concerning Subcontractors, Suppliers, and Others.

6.5.1 CONTRACTOR will retain direct control of and give direct attention to the fulfillment of this Contract. CONTRACTOR agrees not to assign this Contract, by power of attorney or otherwise, without the OWNER's prior written consent.

6.5.2 Unless the Supplemental General Conditions provide otherwise, CONTRACTOR will not subcontract the performance of the entire Project or the supervision and direction of the Work without the OWNER's prior written consent. CONTRACTOR will not employ any subcontractor or other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection. The OWNER will communicate such objections by written notice. CONTRACTOR will not substitute any subcontractor that has been accepted by the OWNER, unless the OWNER first accepts the substitute in writing.

6.5.3 CONTRACTOR will enter into written agreements with all subcontractors and suppliers which specifically bind the subcontractors and suppliers to the applicable terms and conditions of the Contract Documents for the OWNER's benefit. The OWNER reserves the right to specify that certain requirements will be adhered to by all subcontractors and sub-subcontractors as indicated in other portions of the Contract Documents, in which instance these requirements will be made a part of the written agreement between CONTRACTOR and each subcontractor. CONTRACTOR's standard subcontract form is subject to the OWNER's review and approval. Within five working days of the OWNER's request for subcontractor contract documents, CONTRACTOR will provide them to the OWNER.

6.5.3.1 CONTRACTOR is asked to provide copies of all subcontracts and purchase orders issued to MBE/WBE subcontractors and suppliers. MBE/WBE subcontractors or suppliers may not be replaced without good cause. CONTRACTOR shall make a good faith effort to replace any terminated MBE/WBE subcontractor or supplier with another MBE/WBE certified subcontractor or supplier.

6.5.4 CONTRACTOR will be fully responsible to the OWNER for all acts and omissions of the subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work under contract with CONTRACTOR and under contract with CONTRACTOR's subcontractors or suppliers, just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents will create for the benefit of any such subcontractor or other person or organization any contractual relationship between the OWNER and any such subcontractor or other person or organization, nor will it create any obligation on the part of the OWNER or E/A to pay or to see to the payment of any moneys due any such subcontractor or other person or organization except as may otherwise be required by Legal Requirements.

6.5.5 CONTRACTOR will be solely responsible for efficiently scheduling and coordinating the Work of subcontractors and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR in order to avoid any delays or inefficiencies in the prosecution of the Work. CONTRACTOR will require all subcontractors and such other persons and organizations performing or furnishing any of the Work to communicate with the OWNER through CONTRACTOR.

6.5.6 The divisions and sections of the Technical Provisions and the identification of any Plans will not control CONTRACTOR in dividing or delineating the Work to be performed by any specific trade.

6.5.7 CONTRACTOR will pay each subcontractor their appropriate share of payments made to CONTRACTOR not later than ten days of CONTRACTOR's receipt of payment from the OWNER.

6.5.7.1 CONTRACTOR will submit Attachment E, MBE/WBE Usage, outlining the payments made to MBE/WBE subcontractors and suppliers pursuant to each progress payment.

6.5.8 To the extent allowed by Florida law, the OWNER will be deemed to be a third party beneficiary to each subcontract and may, if the OWNER elects, following a termination of CONTRACTOR, require that the subcontractor(s) perform all or a portion of unperformed duties and obligations under its subcontract(s) for the benefit of the OWNER, rather than CONTRACTOR; however, if the OWNER requires any such performance by a

subcontractor for the OWNER's direct benefit, then the OWNER will be bound and obligated to pay such subcontractor the reasonable value for all Work performed by such subcontractor to the date of the termination of CONTRACTOR, less previous payments, and for all Work performed thereafter. If the OWNER elects to invoke the OWNER's right under this Section, the OWNER will provide notice of such election to CONTRACTOR and the affected subcontractor(s).

6.6 Patent Fees and Royalties.

6.6.1 CONTRACTOR will be responsible at all times for compliance with applicable patents and copyrights encompassing, in whole or in part, any design, device, material, or process utilized, directly or indirectly, in the performance of the Work or the formulation or presentation of its Bid.

6.6.2 CONTRACTOR will pay all royalties and license fees and will provide, prior to commencement of Work hereunder and at all times during the performance of same, for lawful use of any design, device, material or process covered by letters, patent or copyright by suitable legal agreement with the patentee, copyright holder, or their duly authorized representative whether or not the OWNER specifies a particular design, device, material, or process.

6.6.3 CONTRACTOR will defend all suits or claims for infringement of any patent or copyright and will save the OWNER harmless from any loss or liability, direct or indirect, arising with respect to CONTRACTOR's process in the formulation of its Bid or the performance of the Work or otherwise arising in connection therewith. The OWNER reserves the right to provide its own defense to any suit or claim of infringement of any patent or copyright in which event CONTRACTOR will indemnify and save harmless the OWNER from all costs and expenses of such defense as well as satisfaction of all judgments entered against the OWNER.

6.6.4 The OWNER will have the right to stop the Work or terminate this Contract at any time if CONTRACTOR fails to disclose to the OWNER that CONTRACTOR's work methodology includes the use of any infringing design, device, material, or process.

6.7 Permits, Fees. CONTRACTOR will secure and pay for at CONTRACTOR's expense, all permits and licenses of a temporary nature that are required for the prosecution of the Work; provided, however, that the OWNER will reimburse CONTRACTOR for any CITY-required permits unless specified otherwise in the Supplemental General Conditions.

Unless the Supplemental General Conditions provide otherwise, the OWNER will obtain licenses and easements for permanent structures and or permanent changes in existing facilities.

6.8 Construction Operations.

6.8.1 CONTRACTOR will confine operations at the Project Site to those areas permitted by all Legal Requirements, and will not unreasonably encumber the Project Site with materials and equipment. CONTRACTOR will assume full responsibility for any damage to any portion of the Project Site, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If an adjacent property owner or occupant files a claim because of or in connection with the performance of the Work, CONTRACTOR will promptly settle the claim by negotiation or as otherwise provided by law. CONTRACTOR will indemnify, defend and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER, from and against all claims, costs, losses, and damages (including court costs and reasonable attorney's fees) arising out of or resulting from any claim or action, legal or equitable, brought by any such the owner or occupant against the OWNER, E/A or any other party indemnified hereunder to the extent caused by or based upon performance of the Work or failure to perform the Work.

6.8.2 CONTRACTOR will establish the exterior lines and elevations of all buildings and structures to be erected on the Project Site, and lines and grades of site work such as roads, utilities, and site grading, based on reference points, the location of existing structures and improvements, or benchmarks identified in the site surveys provided by the OWNER. CONTRACTOR will provide a professional certification by a professional engineer or land surveyor as to the actual location of building lines prior to constructing any foundations. CONTRACTOR will

establish the building grades, lines, and levels, and column, wall, and partition lines required by subcontractors in laying out the Work. At the completion of the Work, CONTRACTOR will provide another professional certification by a registered engineer or land surveyor as to the location of completed improvements in relation to property lines, building lines, easements, and other boundaries.

6.8.3 CONTRACTOR will not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor will CONTRACTOR subject any part of the Work, the Project Site, or adjacent property to stresses or pressures that will endanger it.

6.8.4 All Work will be performed solely during Working Hours, unless (i) more restrictive hours are required by CITY ordinances or other Legal Requirements governing CONTRACTOR's performance of the Work, or (ii) the Contract Administrator approves expanded Working Hours in writing, such as in the event of emergencies, in which instance the Contract Administrator's approval may be terminated at any time and for any reason without recourse to CONTRACTOR. The OWNER has the right to impose further restrictions on working hours reasonably related to the use of occupied facilities. No delays resulting from compliance with applicable Legal Requirements may form the basis for any claim by CONTRACTOR for delay damages or additional compensation or for any extensions of the Contract Time; any delays arising from restrictions related to the use of occupied facilities are non-compensable and any claims for extensions of the Contract Time relating to them will be filed in accord with Article 11 or the same will be conclusively deemed to have been waived. CONTRACTOR will not permit Work outside of Working Hours without the written consent of the OWNER; such consent, if given, may be conditioned upon payment by CONTRACTOR of the OWNER's additional costs and fees incurred in monitoring such off-hours Work. CONTRACTOR will notify the OWNER as soon as possible if Work will be performed outside such times in the interest of the safety and protection of persons or property at the Project Site or adjacent thereto, or in the event of an emergency. In no event will CONTRACTOR permit Work to be performed at the Project Site without the presence of CONTRACTOR's Superintendent and person responsible for the protection of persons and property at the Project Site and compliance with all Legal Requirements, if different from the Superintendent.

6.8.5 Temporary Utilities. CONTRACTOR, at its own expense, will:

6.8.5.1 Furnish all temporary heat, cooling ventilation, and humidity control including all required apparatus and fuel as may be necessary to protect the Work fully, both during its execution and until Final Completion and acceptance. CONTRACTOR will not use any method of heating, cooling, ventilation, or humidity control of the building unless approved by the OWNER in advance.

6.8.5.2 Provide all temporary on-Site water service required to perform the Work, to assure safety at the Site, and as otherwise required. All temporary services will be removed by CONTRACTOR.

6.8.5.3 Furnish all temporary electric service required to perform the Work, to assure safety at the Site, and as otherwise required.

6.8.5.4 CONTRACTOR will provide and maintain in a neat, sanitary condition such accommodations for the use of CONTRACTOR's employees, subcontractors, and others for whom CONTRACTOR may be responsible, as may be necessary to comply with Legal Requirements, and will commit no public nuisance.

6.8.6 Site Maintenance. During the progress of the Work and on a daily basis, CONTRACTOR will keep the Project Site free from accumulation of waste materials, rubbish, and other debris resulting from the Work. If CONTRACTOR fails to do so in a manner reasonably satisfactory to the OWNER within 48 hours after notice or as otherwise required by the Contract Documents, the OWNER may clean the Project Site and back charge CONTRACTOR for all costs associated with the cleaning. At Substantial Completion, CONTRACTOR will leave the Project Site clean, including but not limited to the cleaning of manholes, inlets, and gravity underground piping systems, and ready for the OWNER's occupancy, and will at this point also remove all temporary buildings, waste, trash, debris, and surplus materials. At Final Completion, CONTRACTOR will remove all tools, appliances, construction equipment, and machinery, in addition to the above-referenced materials, and leave the Project Site clean and ready for OWNER's occupancy. This requirement will not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to CONTRACTOR by the OWNER. CONTRACTOR will, at a minimum, restore to original condition all property not designated for alteration by the Contract Documents. If CONTRACTOR fails to clean up at the completion of the Work, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

6.8.7 Risk of Performance. If CONTRACTOR performs any work involving an apparent error, inconsistency, ambiguity, construction impracticality, omission, or violation of Legal Requirements in the Contract Documents of which CONTRACTOR is aware, or which could reasonably have been discovered by the review required by CONTRACTOR by this Contract, without prompt written notice to the OWNER and the E/A and request for correction, clarification or additional information, as appropriate, CONTRACTOR does so at its own risk and expense and all claims relating thereafter are specifically waived.

6.9 Legal Requirements.

6.9.1 CONTRACTOR will diligently and promptly call for locates required, in accordance with Sunshine State One Call of Florida requirements.

6.9.2 CONTRACTOR will give all other notices and comply with all other Legal Requirements, including arranging for and obtaining any required inspections, tests, approvals or certifications from any public body having jurisdiction over the Work or any part thereof. Except where these Legal Requirements provide otherwise, neither the OWNER nor the E/A will be responsible for monitoring CONTRACTOR's compliance with any Legal Requirements.

6.9.3 Maintaining clean water, air, and earth or improving thereon will be regarded as of prime importance. CONTRACTOR will plan and execute its operations in compliance with all applicable Legal Requirements concerning control and abatement of water pollution and prevention and control of air pollution, including where applicable the terms and conditions of the CITY's current National Pollutant Discharge Elimination System (NPDES) permit.

6.10 Taxes.

6.10.1 CONTRACTOR will pay only those sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida in the performance of this Contract.

6.10.2 The OWNER is an exempt organization as defined by Florida Statutes and is therefore exempt from payment of sales and use taxes.

6.11 Maintenance of Records and Documents.

6.11.1 CONTRACTOR will maintain at the Site, available to the OWNER for reference during the progress of the Work, a copy of the current approved Progress Schedule and any approved revisions thereto. CONTRACTOR will keep current records of and mark on a copy of the current approved Progress Schedule the actual commencement date, progress, and completion date of each scheduled activity indicated on the Progress Schedule.

6.11.2 CONTRACTOR will maintain in a safe place at the Project Site, or other location acceptable to the OWNER, one record copy of all Drawings, Specifications, Addenda, Change Instruments and written interpretations and clarifications issued pursuant to this Contract (collectively, "Record Documents") in good order and annotated to show all changes made during construction. The Record Documents and all final samples and final Shop Drawings will be available to the OWNER and E/A for reference during performance of the Work. Upon Substantial Completion of the Work, CONTRACTOR will deliver these Record Documents, and final samples and Shop Drawings, to the OWNER.

6.11.3 To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

6.11.3.1 Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

6.11.3.2 Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the CITY Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

6.11.3.3 Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

6.11.3.4 Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the CITY Clerk, in a format that is compatible with the CITY's information technology systems.

6.11.3.5 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

6.11.4 Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

6.12 Safety and Protection.

6.12.1 CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Upon request, and prior to installation of measures, CONTRACTOR will submit a site security plan to the OWNER. By reviewing the plan or making recommendations or comments, the OWNER will not assume liability nor will CONTRACTOR be relieved of liability for damage, injury, or loss. CONTRACTOR will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, and loss to:

6.12.1.1 The public;

6.12.1.2 All persons on the Project Site or who may be affected by the Work;

6.12.1.3 All the Work and materials and equipment to be incorporated therein, whether in storage on or off Project Site; and

6.12.1.4 Other personal property, fixtures and other items at the Project Site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

6.12.2 CONTRACTOR will comply with the Occupational Safety and Health Administration's (OSHA) Excavation Safety Standard, 29 U.S.C § 651 et seq., 29 C.F.R. 1926.650 Sub Part P., and the Trench Safety Act, Section 553.60 et seq. In addition CONTRACTOR will comply with all other applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and will erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR will notify owners of adjacent property and of underground facilities, and utility owners when prosecution of the Work may affect them,

and will cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in Subparagraphs 6.12.1.3 and 6.12.1.4, above, caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, will be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the OWNER, or E/A, or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the faults or negligence of CONTRACTOR or any subcontractor, supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and protection of the Work will continue until such time as all the Work is completed and the OWNER has issued a Certificate of Final Completion (except as otherwise expressly provided in connection with Substantial Completion). Without limitation, CONTRACTOR will comply with the following specific provisions:

6.12.3 CONTRACTOR will designate in writing a qualified and experienced safety representative at Project Site whose duties and responsibilities will be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Upon request of the OWNER, CONTRACTOR will provide certifications or other documentation of the safety representative's qualifications.

6.12.4 CONTRACTOR will be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at Project Site in accordance with Legal Requirements.

6.12.5 CONTRACTOR will comply with the following requirements in emergencies:

6.12.5.1 In emergencies affecting the safety or protection of persons or the Work at Project Site or adjacent thereto, CONTRACTOR, without special instruction or authorization from the OWNER or E/A, is obligated to act reasonably to prevent threatened damage, injury or loss and to mitigate damage or loss to the Work. CONTRACTOR will give the OWNER telephone notification as soon as reasonably practical and a prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the express provisions of this Contract Documents have been caused thereby. If the OWNER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Change Order will be issued; otherwise the OWNER will not be responsible for CONTRACTOR's emergency action.

6.12.5.2 Authorized agents of CONTRACTOR will respond immediately to call-out at any time of any day or night when circumstances warrant the presence on Project Site of CONTRACTOR or his agent to protect the Work or adjacent property from damage, restriction or limitation or to take such action or measures pertaining to the Work as may be necessary to provide for the safety of the public. Should CONTRACTOR or CONTRACTOR's agent fail to respond and take action to alleviate such an emergency situation, the OWNER may direct other forces to take action as necessary to remedy the emergency condition, and the OWNER will deduct any cost of such remedial action from the funds due CONTRACTOR under this Contract.

6.12.5.3 If there is an accident involving injury to any individual or damage to any property on or near the Work, CONTRACTOR will provide to the Contract Administrator verbal notification within one hour and written notification within 24 hours of the event and will be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports, police accident reports and other documentation that describes the event. CONTRACTOR will provide the OWNER copies of such documentation within 48 hours of the event.

6.12.5.4 CONTRACTOR will cooperate with the OWNER in any investigation of any such incident. CONTRACTOR will immediately report such incidents to any other governmental or quasi-governmental authorities having jurisdiction over safety-related matters as may be required by law.

6.13 Indemnification.

6.13.1 Any obligation of CONTRACTOR to indemnify or hold harmless under this Contract will not be limited in any way by any limitation on the amount or type of damages, or compensation or benefits payable by or

for CONTRACTOR or any such subcontractor, supplier, or other person or organization for whom CONTRACTOR may be responsible under workers' compensation acts, disability benefit acts, or other employee benefit acts.

6.13.2 Any obligation of CONTRACTOR to indemnify and hold harmless under this Contract, will not extend to the liability of the OWNER, E/A, E/A's consultants, and their officers, directors, partners, employees or agents, when caused primarily by negligent preparation of maps, drawings, surveys, designs or specifications upon which is placed the applicable state-authorized design professional seal of the OWNER, E/A, or OWNER's or E/A's consultant's, officers, directors, partners, employees or agents.

6.13.3 If CONTRACTOR fails to follow the OWNER's directives concerning use of Project Site, scheduling or course of construction, or engages in other conduct which proximately causes damage to property based on inverse condemnation or otherwise, then and in that event, CONTRACTOR will indemnify the OWNER against all costs resulting from such claims.

6.13.4 If CONTRACTOR unreasonably delays progress of the Work being done by others on Project Site so as to cause loss for which the OWNER becomes liable, then CONTRACTOR will indemnify the OWNER from and reimburse the OWNER for such loss.

6.14 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

6.15 Losses from Natural Causes. Unless otherwise specified, all loss or damage to CONTRACTOR arising out of the nature of the Work to be done or from action of the elements, floods or from unforeseeable circumstances in prosecution of the Work or from unusual obstructions or difficulties which may be encountered in prosecution of the Work, will be sustained and borne by CONTRACTOR at its own cost and expense.

6.16. Notice of Claim. Should CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of OWNER or of any of OWNER's employees or agents or others for whose acts OWNER is liable, CONTRACTOR must file a claim within 30 calendar days of the event giving rise to such injury or damage. The provisions of this Section will not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or statute of repose.

6.17 Financial Records.

6.17.1 For purposes of this Section 6.17, "financial records" means all records generated by or on behalf of CONTRACTOR and each Subcontractor and supplier of CONTRACTOR, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, without limitation:

- .1 Accounting records;
- .2 Written policies and procedures;
- .3 Subcontract files (including proposals of successful and unsuccessful Bidders, Bid recaps, etc.);
- .4 Original estimates and estimating work sheets;
- .5 Correspondence;
- .6 Change Order files (including documentation covering negotiated settlements);
- .7 Back charge logs and supporting documentation;
- .8 General ledger entries detailing cash and trade discounts earned, insurance rebates and dividends;
- .9 Lump sum agreements between CONTRACTOR and any Subcontractor or supplier;

- .10 Records necessary to evaluate: Contract compliance, Change Order pricing, and any Claim submitted by CONTRACTOR or any of its payees; and
- .11 Any other CONTRACTOR record that may substantiate any charge related to this Contract.

6.17.2 CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to inspect, audit, and reproduce all Records generated by or on behalf of CONTRACTOR and each subcontractor and supplier, upon the OWNER's written request. Further, CONTRACTOR will allow the OWNER, and the OWNER's authorized representatives, to interview any of CONTRACTOR's employees, all Subcontractors, all suppliers, and all of their respective employees.

6.17.3 CONTRACTOR will retain all its Records, and require all its subcontractors and suppliers to retain their respective Records, during this Contract and for three years after final payment, until all audit and litigation matters that the OWNER has brought to the attention of CONTRACTOR are resolved, or as otherwise required by law, whichever is longer. The OWNER's right to inspect, audit, or reproduce Records, or interview employees of CONTRACTOR or its respective subcontractors or suppliers, exists during this Contract, and for three years after final payment, until all audit and litigation matters that the OWNER has brought to CONTRACTOR's attention are resolved, or as otherwise required by law, whichever is longer, and at no cost to the OWNER, either from CONTRACTOR or any of its subcontractors or suppliers that may furnish Records or make employees available for interviewing.

6.17.4 CONTRACTOR must provide sufficient and accessible facilities during its normal business hours for the OWNER to inspect, audit, or reproduce Records, or all three, and to interview any person about the Records.

6.17.5 CONTRACTOR must insert these requirements in each written contract between CONTRACTOR and any subcontractor or supplier and require each subcontractor and supplier to comply with these provisions.

ARTICLE 7 - OTHER WORK

7.1 Coordinating Other Work. The OWNER may perform other work related to the Project at Project Site by the OWNER's own forces, or let other contracts for the Project or Project Site, or have other work performed by utility owners. CONTRACTOR and the OWNER agree to and will use best efforts to cooperate and coordinate the Work with others performing work and other work related to the Project in order to avoid conflicts and delays in the Work. If CONTRACTOR believes that delay or additional cost is involved because of such action by the OWNER, CONTRACTOR may make a Claim as provided in Article 11.

7.2 Proper and Safe Access by Other Contractors. CONTRACTOR will afford other contractors and each utility owner (and the OWNER, if the OWNER is performing the additional work with the OWNER's employees) proper and safe access to the Project Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and will properly connect and coordinate the Work with theirs. CONTRACTOR will do all cutting, fitting, patching, and finishing of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the OWNER and the other contractors whose work will be affected. CONTRACTOR will promptly remedy damage wrongfully caused by CONTRACTOR to completed or partially completed construction or to property of the OWNER or separate contractors.

7.3 CONTRACTOR's Inspection and Reports. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR will inspect such other work and promptly report to the OWNER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in such other work.

7.4 Progress Schedules. The OWNER will provide for coordination of the activities of the OWNER's own forces, of each separate CITY contractor, and of any other utility owners performing work in relation to the Work of CONTRACTOR, who will cooperate with them. CONTRACTOR will participate with the OWNER any other

contractors retained by the OWNER, in reviewing their construction progress schedules when directed to do so. On the basis of such review, CONTRACTOR will make any revisions to the current approved Progress Schedule deemed necessary after a joint review and mutual agreement. The agreed-upon progress schedules will then constitute the progress schedules to be used by CONTRACTOR, the OWNER, and any other contractor retained by the OWNER until subsequently revised.

7.5 Improper Timing or Delays. Costs caused by delays or by improperly timed activities or defective construction will be borne by the party responsible therefore.

ARTICLE 8 – WARRANTIES

8.1 General Warranty.

CONTRACTOR warrants that the Work and all of its components will be free from defects and flaws in design, workmanship, and materials for the duration of the General Warranty Period described below; will strictly conform to the requirements of the Contract; and will be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, the Contract. This general warranty is in addition to any other warranties expressed or implied by law, which are hereby reserved unto the OWNER.

8.1.1 General Warranty Period. The General Warranty Period will be one year from Substantial Completion, except for those items of equipment or those aspects of work placed in service or approved by the OWNER after Substantial Completion, in which instance the warranty for the particular equipment or aspect of work will be one year from the date of OWNER approval; provided, however, that the General Warranty Period for particular equipment placed in continuous service before Substantial Completion may start to run from an earlier date, if expressly provided in this Contract.

8.1.2 Duty to Correct. CONTRACTOR will correct any and all defects that defects in material or workmanship which may appear during the General Warranty Period, even if discovered after the General Warranty Period, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the OWNER, within a reasonable period of time, and to the OWNER's satisfaction.

8.1.3 General Warranty is Absolute. The only exceptions to the General Warranty will be defects or damage caused by abuse, modification or improper maintenance or operation by persons other than CONTRACTOR or CONTRACTOR's subcontractors, sub-subcontractors or suppliers; or normal wear and tear under normal usage. In all other respects the General Warranty will be absolute.

8.2 Special Warranties. CONTRACTOR will furnish all additional special warranties required by this Contract no later than Substantial Completion. The OWNER may require special warranties in connection with the approval of accepted equals and other substitute materials, equipment, methods, and procedures, and in connection with Work which is defective or nonconforming.

8.3. Limitation as to Certain Equipment. As to any equipment which the OWNER has reserved the sole right to have installed, the Warranties under this Article 8 will extend to ensure that the equipment is installed according to the Plans and Technical Provisions, and that any manufacturer or product warranties are conveyed to the OWNER; but in such instance CONTRACTOR will not be held liable for the operating performance of such equipment.

8.4 Relation to Specific Correction Provisions and Other Remedies. CONTRACTOR's general warranty and any additional or special warranties are not limited by CONTRACTOR's obligations to specifically correct Defective/Nonconforming Work, nor are they limited by any other remedies provided in the Contract Documents. CONTRACTOR will also be liable for any damage to property or persons (including death), including consequential and direct damages, relating to any breach of the General Warranty or any additional or special warranties required.

8.5 Third Party Warranties. CONTRACTOR will obtain and assign or transfer to the OWNER, all product warranties available from manufacturers or suppliers of materials to be used in the Project. CONTRACTOR will also obtain and assign or transfer to OWNER, any additional third party warranties as to materials or methods as

specified in the Contract Documents. The OWNER's acceptance of any assigned warranties or guaranties will be a precondition to final payment and will not relieve CONTRACTOR of any of CONTRACTOR's guaranty or warranty obligations under this Contract.

ARTICLE 9 – E/A'S STATUS DURING CONSTRUCTION

9.1 Applicability. The provisions of this Article will apply only where the Contract Documents specifically authorize a consultant of the OWNER to act as the E/A to review and modify Technical Provisions, Plans, and other technical specifications associated with the Work. In all instances in which there is no such specific authorization, the provisions of this Article will have no effect, and any authorization or delegation within the Contract Documents to the E/A, will be deemed to be to the Contract Administrator. In addition, where the Contract Documents contain language specifically authorizing a consultant of the OWNER to act as E/A, the OWNER retains the right to assign or assume such authority upon written notice to CONTRACTOR.

9.2 The OWNER's Sole Benefit. The assignment, if any, of any authority, duties or responsibilities to the E/A under this Contract, or under any agreement between the OWNER and the E/A, or any undertaking, exercise or performance thereof by the E/A, is intended to be for the sole and exclusive benefit of the OWNER and not for the benefit of CONTRACTOR, subcontractor, supplier, or any other person or organization, or for any surety or employee or agent of any of them.

9.3. CONTRACTOR Remains Responsible. The E/A will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. The E/A is not responsible for any failure of CONTRACTOR to comply with laws and regulations applicable to the furnishing or performing the Work. The E/A is not responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with this Contract. Failure or omission of the E/A to discover, or object to or condemn any defective Work or material will not release CONTRACTOR from the obligation to properly and fully perform the Contract.

9.3.1 The E/A is not responsible for the acts or omissions of CONTRACTOR, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

9.3.2 If the OWNER and E/A agree, the E/A will review each Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and other documentation required to be delivered, but only to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, this Contract.

9.4 Applicability to E/A's Agents. The limitations upon authority and responsibility set forth in this Article 9 will also apply to the E/A's consultants, Resident Project Representative and assistants.

9.5 Visits to Project Site. If the OWNER and E/A agree, the E/A will make visits to the Project Site at intervals appropriate to the various stages of construction as E/A deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, the E/A will endeavor for the benefit of the OWNER to determine, in general, if the Work is proceeding in accordance with this Contract. The E/A will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The E/A's efforts will be directed toward providing for the OWNER a greater degree of confidence that the completed Work will conform generally to this Contract. On the basis of such visits and on-site observations, E/A will keep the OWNER informed of the progress of the Work and will endeavor to guard the OWNER against Defective Work. The E/A's visits and on-site observations are subject to all the limitations on the E/A's authority and responsibility set forth in this Article 9.

9.6 Resident Project Representative. If the OWNER and E/A agree, E/A will furnish a Resident Project Representative to assist the E/A in providing more continuous observation of the Work. The responsibilities and authority and limitations of any such Resident Project Representative and assistants will be as provided in this

Article 9 and in the Supplemental General Conditions. The OWNER may designate another representative or agent to represent the OWNER at Project Site who is not the E/A, E/A's consultant, agent or employee.

9.7 Clarifications and Interpretations. The E/A may determine that written clarifications or interpretations of the requirements of the Technical Provisions (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents, will be issued with reasonable promptness by the OWNER and will be binding on the OWNER and CONTRACTOR. If the OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times, the OWNER or CONTRACTOR may make a Claim therefore as provided in these General Conditions.

9.8 Recommendations as to Defective Work. The E/A will recommend that the OWNER disapprove or reject Work which the E/A believes to be defective, or believes will not produce a completed Project that conforms to this Contract or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by this Contract.

ARTICLE 10 – ACCEPTED EQUALS AND SUBSTITUTIONS

10.1 Accepted Equals. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item, the specification or description is intended to require the item named, unless the Contract Documents, in specifying the name, specifically authorize the use of functionally equivalent item through the use of terms such as “as equal,” “or equal,” or “equivalent.” For purposes herein, an item is only “functionally equivalent” if it is available at the same or lower cost, and if it is sufficiently similar to the item specified, including as to durability, warranty, acquisition time, and availability, so that no change in related Work will be required, and no change in the useful life, maintenance, repair cost, or quality of the completed work is anticipated.

10.2 CONTRACTOR May Propose Substitutions. CONTRACTOR may propose a substitution for any item of material or equipment, and for any means, method, technique, sequence, or procedure of construction, specified in the Contract Documents. CONTRACTOR's will propose such substitutes at CONTRACTOR's sole cost and expense, and at CONTRACTOR's sole risk as to disruptions to the Critical Path of the current approved Progress Schedule. CONTRACTOR will provide OWNER sufficient data and documentation to allow the OWNER to review the proposal.

10.3 OWNER's Evaluation. The OWNER will be allowed a reasonable time within which to evaluate each proposal made by CONTRACTOR pursuant to this Section. The OWNER will be the sole judge of acceptability. No accepted equal or substitute will be ordered, installed, or utilized until the OWNER's review is complete, which will be evidenced by a Change Instrument. The OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety bond with respect to any accepted equal or substitution or for any other delay or disruption to the Critical Path of the Project Schedule attributable to any such substitution. The OWNER will not be responsible for any delay due to review time for any proposed substitution, unless such an extension is due to CONTRACTOR, consistent with the requirements of this Contract for changes and delays. The OWNER will not be responsible for increased costs associated with the review or approval of a proposed substitution, unless the increase is required as provided in association with changes and delays. In any event, no such extension or increase will be deemed provided unless specified in the Change Instrument approving the substitution.

10.4 CONTRACTOR to Remain Responsible. The OWNER's acceptance of a substitution will not relieve CONTRACTOR from primary responsibility and liability for the suitability and performance of any proposed substitute item or substituted method or procedure, and will not relieve CONTRACTOR from its primary responsibility and liability for curing Defective Work and performing warranty work, which CONTRACTOR will cure and perform, regardless of any claim CONTRACTOR may choose to advance against the OWNER or manufacturer.

ARTICLE 11 – DELAYS AND ADJUSTMENTS TO CONTRACT TIME AND CONTRACT PRICE

11.1 Delay. Delays are classified in one of the following categories:

11.1.1 An excusable delay is a delay caused by a Force Majeure event. An excusable delay may entitle CONTRACTOR to an extension of Contract Time but not an increase in Contract Price.

11.1.2 A compensable delay is a delay which is caused solely and exclusively by acts or omissions of the OWNER, excepting actions taken by the OWNER to protect the public health or safety or to conform to law. A compensable delay may entitle CONTRACTOR to both an extension of Contract Time and an increase in Contract Price.

11.1.3 An unexcused delay is any delay other than an excusable or compensable delay. An unexcused delay entitles CONTRACTOR to no adjustment to Contract Time or Contract Price.

11.2 Events Not Constituting a Delay. The following events will not be considered an excusable delay of any kind even though they are not anticipated by CONTRACTOR, not within CONTRACTOR's control, and are not reasonably foreseeable:

11.2.1 Events that pose no delay to items of Work on the Critical Path of the current approved Progress Schedule.

11.2.2 Events that would not prevent CONTRACTOR from achieving Final Completion before the expiration of the Contract Time, where CONTRACTOR may otherwise accelerate other items of Work without undue expense.

11.2.3 Weather, unless the weather is more severe than the adverse weather normally anticipated for the Project Site for the month in question, based on a generally accepted source of data such as the National Weather Service.

11.2.4 Events, including actions of the OWNER, that impact Critical Path activity, because the activity was previously delayed due to unexcused delays.

11.3 Notice of Delay Required. CONTRACTOR will provide written notice of any actual or prospective delay promptly, and in no event later than ten days after the occurrence of the event giving rise to such delay. CONTRACTOR will give the notice to both the E/A and the Contract Administrator within the specified time. In the case of a continuing delay, CONTRACTOR will provide an initial notice and a further notice at each progress meeting throughout the duration of the delay. The notice will contain all of the specific information required in the following Subsection.

11.4 Contents/Supporting Documents. CONTRACTOR's notice of delay will identify those portions of the current approved Progress Schedule affected by the delay and will include an estimate of the cost and probable effect of the delay, if any, on the progress of the Work. Supporting documentation will include, but is not limited to:

11.4.1 A written detailed statement of the reasons and causes for the delay;

11.4.2 Inclusive dates of the delay;

11.4.3 Specific trades and portions of the Work affected by the delay;

11.4.4 Status of Work affected before commencement of the delay;

11.4.5 Effect of the delay on available "float" time;

11.4.6 A Critical Path Method (CPM) analysis demonstrating that the delay has affected an activity then on the Critical Path at the time of the occurrence of the delay as shown on the most current approved Progress Schedule; and

11.4.7 If CONTRACTOR claims that the delay is an excusable delay or compensable delay, evidence that the delay was unforeseeable, beyond CONTRACTOR's control, and without the fault or negligence of CONTRACTOR or the negligence of anyone for whose acts CONTRACTOR is responsible including any subcontractor, sub-subcontractor or supplier; and in the case of a compensable delay, was caused solely and exclusively by the acts or omissions of the OWNER (excepting actions taken by the OWNER to protect the public health or safety or to conform to law) or anyone for whose acts the OWNER is responsible, and which are unreasonable under the circumstances involved and not reasonably within the contemplation of the parties.

11.5 Failure to Comply with Notice Requirements. The notice required by this Article 11 operates as a condition precedent to the assertion of any claim for extension of Contract Time, increase in Contract Price, or damages by CONTRACTOR. If CONTRACTOR fails to give the OWNER timely written notice of a claim as required by this Article 11, CONTRACTOR will be deemed to have waived the claim, and the OWNER will have no further liability respecting the claim.

11.6 Review and Adjustment of Schedules. Upon receipt of a notice from CONTRACTOR of the occurrence of a delay complying with the requirements of this Article, the OWNER will review the current approved Progress Schedule to determine (i) whether the delay is in fact an excusable or compensable delay, and (ii) whether any adverse effects of the delay can be overcome by an adjustment in the Progress Schedule, including the application of any unused "float" time available in the Schedule. The OWNER may require CONTRACTOR to submit a more detailed Progress Schedule than previously required in order to permit the OWNER to evaluate the delay. Based on such review, CONTRACTOR will, if required by the OWNER, submit for the OWNER's approval a revised Progress Schedule, which minimizes the adverse effects of the delay.

11.7 Limitation on Adjustments Due to Delays Generally. No extension of the Contract Time or increase in the Contract Price will be allowed for an unexcused delay. No extension of the Contract Time or increase in the Contract Price will be made to the extent that performance is, was or would have been suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible. No increase in the Contract Price will be made to the extent performance was or would have been suspended, delayed or interrupted by another cause for which the OWNER is not solely and exclusively responsible.

11.8 Additional Limitations on Adjustments to Contract Time Due to Delays. No extension of Contract Time will be provided where, notwithstanding a Force Majeure event or other claimed delay, CONTRACTOR may achieve Final Completion within the Contract Time through adjustments to the current approved Progress Schedule.

11.9 Additional Limitations on Adjustments to Contract Price Due to Delays. Any obligation on the part of the OWNER to pay CONTRACTOR for compensable delay is solely intended to reimburse CONTRACTOR for actual expense arising out of the compensable delay. No consequential damages will be allowed to CONTRACTOR in connection with any claimed delays. Damages for compensable delay will be determined by the Force Account method set forth in Subsection 13.3.2.

11.9.1 Standby equipment costs will not be allowed during periods when the equipment would have otherwise been idle. Standby equipment time will not exceed more than eight hours per day, 40 hours per week, and 176 hours per month. Standby equipment costs will be paid at 50 percent of the applicable Rental Rate Blue Book rates and calculated by dividing the monthly rate by 176, multiplying the result by the number of standby hours and multiplying that number by the regional adjustment factor and the rate adjustment factor contained in the Blue Book. Operating costs will not be allowed.

11.10 Liquidated Damages Due to CONTRACTOR's Delays. Liquidated Damages, if any, are set forth in the Contract form.

11.11 No Damages are Due to CONTRACTOR for Prevention of Early Completion. CONTRACTOR represents that its Bid includes all costs, overhead and profit which may be incurred throughout the Contract Time, including the period between Substantial and Final Completion. Accordingly, CONTRACTOR may not make any claim for delay damages based in whole or in part on the premise that CONTRACTOR would have completed the Work prior to the expiration of the Contract Time but for any claimed delay.

11.12 Acceleration to Avoid Delays. If CONTRACTOR's progress is not maintained in accordance with the current approved Progress Schedule, or the OWNER determines that CONTRACTOR is not diligently proceeding with the Work or has evidence reasonably indicating that CONTRACTOR will not be able to conform to the current approved Progress Schedule, CONTRACTOR will, promptly and at no additional cost to the OWNER, take all measures necessary to accelerate its progress to overcome the delay and ensure that there will be no further delay in the progress of the Work and notify the OWNER thereof. Any extension of working hours requires approval of the OWNER, which will not be unreasonably withheld but may be subject to reasonable conditions including payment for additional or overtime services of the OWNER the Architect/Engineer and any other applicable consultants, testing or regulatory agency costs.

ARTICLE 12 – CHANGES

12.1 Materially Different Site Conditions. For purposes herein, "materially different site conditions" means conditions that are different from those indicated in the Contract Documents, that are unknown to CONTRACTOR, and that could not be reasonably anticipated based upon on the following: (i) typical soil or subsurface conditions for the area in which the Project Site is located; (ii) site visits CONTRACTOR made, or was encouraged or permitted to make by the Bid Documents, prior to Bid submission; or (iii) a careful review of any Site-Related Reports.

12.1.1 CONTRACTOR may be entitled to an increase in Contract Time for materially differing site conditions as an excusable delay as provided in Article 11, subject to the exclusions and conditions of that article including notice requirements.

12.1.2 CONTRACTOR may also be entitled to an increase in Contract Price for materially different site conditions, where these conditions will require additional labor or materials, or both, exceeding the amount estimated in the Schedule of Values or Bid Schedule, as applicable, by 5% or more, provided, that CONTRACTOR complies with the notice requirements in Section 12.3. In such instance, the basis for adjusting Contract Price is set forth in Section 13.3.

12.2 Materially Different Structural Conditions (Remodeling or Renovation Contracts). If this is a Contract for a remodeling or renovation of an existing structure and CONTRACTOR encounters materially different conditions in the structure (not as to the Site or subsurface conditions) from those indicated in the Contract Documents provided by the OWNER as part of the Bid or Proposal Documents, CONTRACTOR will give written notice thereof to the OWNER and the E/A promptly before conditions are disturbed and in no event later than ten days after first observing such conditions. Failure of CONTRACTOR either (i) to provide notice before disturbing the existing conditions or (ii) failure to give notice within ten days of first observing such conditions is conclusively deemed a waiver of any claim relating to such conditions.

12.2.1 Investigation and Determination. The E/A will promptly investigate any alleged differing conditions as to the structure (but not as to the Site or subsurface conditions) and provide a written report of its findings to the OWNER. If the OWNER finds that the conditions of the structure differ materially and require a change in the Work and cause an increase or decrease in CONTRACTOR's cost of, or time required for, performance of any part of the Work, the OWNER may make an adjustment in the amount payable to CONTRACTOR or the Contract Time, as applicable. If the OWNER determines that the conditions of the structure are not materially different or that no change in the terms of the Contract is justified, the OWNER will so notify CONTRACTOR in writing.

12.3 Constructive Changes and Disputed Adjustments.

12.3.1 Notice to the OWNER and E/A. CONTRACTOR will advise the OWNER and the E/A in writing promptly and in no event later than ten days after (i) issuance of any interpretation, clarification, instruction, direction or order whether orally or in writing from either the OWNER or the E/A, or (ii) the occurrence of any event or discovery of any condition (including any condition as provided in Section 12.1 and if applicable, 12.2), which CONTRACTOR believes or has reason to believe entitles CONTRACTOR to an increase in the amount payable to CONTRACTOR or an extension of the Contract Time; and except in the case of an emergency involving possible loss of life or bodily injury or significant property damage, the required written notice will be provided prior to proceeding with the Work. Failure of CONTRACTOR to provide such notice constitutes an acceptance of the

interpretation, clarification, instruction, direction, order, event, or condition without adjustment to the Contract Price or the Contract Time and a conclusive waiver of any claim relating to the same. In order to be valid, a claim for an adjustment of Contract Price or Contract Time must contain the specific adjustment requested and must be supported by a detailed explanation of the basis for the claim. In addition to be valid, a claim for increase in Contract Time must be supported by the documentation specified in Subsection 11.4, and a claim for an increase in the Contract Price must be documented and calculated as specified in Subsection 13.3.2. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of interpretation, clarification, instruction, direction or order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Contract Price or the Contract Time.

12.3.2 Disputed Adjustments. All disputed adjustments under this Contract will be determined in accordance with the Contract, Article IX if, as conditions precedent thereto, CONTRACTOR has timely provided all notices and objections required under the terms of the Contract.

ARTICLE 13 - CHANGE INSTRUMENTS

13.1 Introduction.

13.1.1 The OWNER may issue a Change Instrument to require changes in the Work without invalidating the Contract.

13.1.1.1 A Field Directive may be issued to require minor changes in the Work that, in the OWNER's view, do not change the Scope of Work, present a delay, or require an adjustment to Contract Time or Contract Price. Examples of such situations where Field Directives may be appropriate are unanticipated field conditions or unavailability of specified materials and equipment.

13.1.1.2 All other changes to the Work will require the issuance of a Change Order issued in conformance with these General Conditions.

13.2 Change Order Required for Contract Time and Contract Price Adjustments. Adjustments to Contract Time or Contract Price will be granted only through a properly-issued Change Order.

13.3 Change Orders Adjusting Contract Price. All Change Orders adjusting Contract Price will be invalid unless approved in accordance with the authority provided by the Purchasing Code.

13.3.1 Basis for Contract Price Adjustment. Subject to any federal procurement standards that may apply if the Project is a federally funded project, in which case the standards will govern to the extent of conflict, a Change Order may provide for an adjustment in the Contract Price based only on one of the following methods:

.1 Unit Prices as stated in the Bid Schedule.

.2 A fixed not-to-exceed or lump sum agreed to by the OWNER and CONTRACTOR and stated in the Change Order, properly itemized and supported by sufficient substantiating data to permit evaluation which will be limited to estimated costs of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead (which includes office overhead and site-specific overhead and general conditions) of 10% if the Work is performed by CONTRACTOR, or 5% if the Work is performed by a subcontractor or sub-subcontractor. The subcontractors' or sub-subcontractors' overhead and profit in turn will not exceed 10%. The total percentage of overhead and profit payable by the OWNER (to both CONTRACTOR and all sub tier subcontractors), regardless of the sub-tier which performs the work, will not exceed 15%.

.3 Actual costs, properly itemized, plus a profit factor, using the Force Account method set forth in Section 13.3.2.

.4 In the absence of an agreement between the OWNER and CONTRACTOR, the OWNER will determine the amount of the Contract Price Adjustment using any of the methods outlined in Subsections 13.3.1.1 – 13.3.1.3, above, whichever will result in the lowest cost to the OWNER.

.5 No cost will be included in a Change Order for time spent preparing the Change Order, nor will costs be included for an estimate of time to negotiate the Change Order costs for machinery, tools, or equipment.

13.3.2 Force Account Method for Contract Price Increases. Before using the Force Account method provided for herein, the OWNER and CONTRACTOR agree to negotiate a Change Order using the other methods identified in Subsection 13.3.1, above, as appropriate, to determine the adjustment in the Contract Price. If neither of these methods can be agreed upon before a change in the Work is commenced which will result in an adjustment in the Contract Price, then the change in the Work will be performed by a Change Order using the Force Account method, and payment will be made as follows:

13.3.2.1 For all personnel, CONTRACTOR will receive actual field cost wage rates for each hour that said personnel are actually engaged in such Work, as substantiated by its certified payroll, to which will be added an amount equal to 15% of the sum thereof as compensation for CONTRACTOR's and any effected subcontractor's total overhead and profit. No separate charge will be made by CONTRACTOR or its subcontractor(s) for organization or overhead expenses. CONTRACTOR will also receive an amount equal to 55% of the wages paid personnel, excluding the 15% compensation provided above, for CONTRACTOR's and any effected subcontractor's cost of premiums on liability insurance, workers' compensation insurance, social security and unemployment insurance. The actual cost of CONTRACTOR's bond(s) on the extra Work will be paid based on invoices from surety. No charge for superintendence will be made unless considered necessary and ordered by the OWNER.

13.3.2.2 CONTRACTOR will receive the actual cost, including freight charges, of the materials used and installed on such Work, to which costs will be added a sum equal to 20% thereof as compensation for CONTRACTOR's and any effected subcontractor's total overhead and profit. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

13.3.2.3 For machinery, trucks, power tools, or other similar equipment (the "equipment") agreed to be necessary by the OWNER and CONTRACTOR, the OWNER will allow CONTRACTOR the applicable daily, weekly or monthly rate as given in the latest edition of the "Rental Rate Blue Book" as published by EquipmentWatch (1-800-669-3282) for each hour that said equipment is in use on such work, which rate includes the cost of fuel, lubricants and repairs. The established equipment rates will be paid for each hour that the equipment is utilized in the Work. If the equipment is used intermittently during the Work, full payment for an eight-hour day will be made if the equipment is not idle more than four hours of the day. If the equipment is idle more than four hours in a day, then payment will be made only for the actual hours worked. No additional compensation will be allowed on the equipment for CONTRACTOR's or any affected subcontractor's overhead and profit. The OWNER may accept an actual rental invoice in lieu of the method of calculation set forth in this Paragraph for equipment rented exclusively for Force Account Work or for equipment not included in the Rental Rate Blue Book.

13.3.2.4 The compensation provided for herein, will be received by as payment in full for work done pursuant to the Change Order and will include use of small tools, and total overhead expense and profit. CONTRACTOR and the OWNER will compare records of work done by Change Order at the end of each day. Copies of these records will be made upon forms provided for this purpose by the OWNER and signed by both the OWNER and CONTRACTOR, with one copy being retained by the OWNER and one by CONTRACTOR. Refusal by CONTRACTOR to sign these records within two working days of presentation does not invalidate the accuracy of the record.

13.3.3 Additional Performance Security in Conjunction with Change Order. The CITY may require CONTRACTOR to increase or supplement previously-provided Performance Security to cover any additional costs of performing services required under a Change Order that increases Contract Price, commensurate with such additional cost. In such instance, any compensation due CONTRACTOR for CONTRACTOR's cost of providing such increase or supplement will be reflected in the Change Order or otherwise borne by CONTRACTOR.

13.4 Payment for Work Covered by Change Order. Additional monies due CONTRACTOR pursuant to a valid Change Order providing for an adjustment to the Contract Price, will be paid for in accordance with the Progress Payment schedule established by the Contract, in which case payment will be subject to retainage requirements set forth in the Contract; or at the time of Final Payment.

13.5 Absence of Proposed Adjustments. If a Change Instrument is silent as to any adjustment to the Contract Price or the Contract Time, it will be conclusively presumed that none is intended and none will be allowed unless CONTRACTOR files an objection as and when specified in the following Subsection.

13.6 Action upon Receipt of Change Instrument. Upon receipt of a Change Instrument, CONTRACTOR will promptly proceed with the change in the Work involved.

13.6.1 CONTRACTOR will advise the OWNER in writing, promptly and in any event no later than ten days after issuance of the Unilateral Change Instrument, of CONTRACTOR's objection (i) to the amount or method, if any, provided for in the Change Instrument for adjustment to Contract Price or Contract Time, or (ii) to the absence of any adjustment to the Contract Price or Contract Time. In order to be valid, a claim for an adjustment of Contract Price or Contract Time, must contain the specific adjustment requested, must be supported by a detailed explanation of the basis for the claim. In addition, to be valid a claim for increase in Contract Time must be supported by the documentation specified in Subsection 11.4, and a claim for an increase in the Contract Price must be documented and calculated as specified in Subsection 13.3.1. Failure of CONTRACTOR to object as and when specified in this Subsection is deemed an acceptance of the Unilateral Change Order as issued and a waiver of any claim by CONTRACTOR to any adjustment to the Contract Price or the Contract Time.

13.7 Waiver of Claim. Except for emergencies involving possible loss of life or bodily injury or significant property damage, CONTRACTOR's commencement of the Work that is subject to a Change Instrument will constitute a complete waiver by CONTRACTOR as to such claim regardless of whether CONTRACTOR has within the ten-day period notified the OWNER of a claim consistent with the requirements of Subsection 13.6.1.

13.8 OWNER's Right to Use Third Parties for Additional Work. If the OWNER and CONTRACTOR are unable to negotiate the terms of a Change Order for the performance of additional Work, the OWNER may, at its election, perform such additional Work with its own forces or with another CONTRACTOR and such work will be considered "Other Work."

13.9 OWNER's Right to Accelerate Schedule. The OWNER reserves the right to issue a Change Instrument to accelerate the Work which may be subject to an appropriate adjustment, if any, in the Contract Price. If the OWNER requires an acceleration of the Project Schedule and no adjustment is made in the Contract Price, or if CONTRACTOR disagrees with any adjustment made, any claim an adjustment must comply with the requirements of Subsection 13.6.1 or be deemed to be conclusively waived.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL AND ACCEPTANCE OF DEFECTIVE WORK

14.1 Access to Work. The OWNER, including the Contract Administrator and other employees and agents, including E/A and E/A's consultants, independent testing laboratories, and governmental agencies having jurisdiction, will each have access to the Work at reasonable times for observing, inspecting and testing. CONTRACTOR will provide them proper and safe conditions for such access, and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

14.2 Tests and Inspections.

14.2.1 CONTRACTOR will give timely notice of readiness of the Work for all required inspections, tests or approvals, and will cooperate with inspection and testing personnel to facilitate required inspections or tests. All testing will be performed by the CONTRACTOR. Only verification testing will be performed by the CITY. CONTRACTOR is not required to enter test results into MAC.

14.2.2 The OWNER will employ and pay for services of an independent testing laboratory to perform all inspections, tests or approvals required by the Contract Documents except:

- .1 For inspections, tests or approvals covered by Paragraph 14.2.3 below;
- .2 That costs incurred with tests or inspections conducted pursuant to Paragraph 14.3.3 below will be paid as provided in Paragraph 14.3.3;
- .3 For re-inspecting or re-testing Defective Work; and
- .4 As otherwise specifically provided in the Contract Documents. All testing laboratories will meet the requirements of ASTM E-329.

14.2.3 If Legal Requirements specifically require any Work (or part thereof) to be inspected, tested, or approved by an employee or other representative of a governmental or related authority, CONTRACTOR will assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith and furnish the OWNER the required certificates of inspection or approval.

14.2.4 CONTRACTOR will also be responsible for arranging and obtaining and will pay all costs in connection with any inspections, tests or approvals required for the OWNER's and E/A's review of materials or equipment to be incorporated in the Work, or of materials, mix designs or equipment submitted for review prior to CONTRACTOR's purchase thereof for incorporation in the Work.

14.3 Uncovering Work.

14.3.1 If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of the Contract Administrator, or if any Work is covered contrary to the written request of the Contract Administrator, it will, if requested by the Contract Administrator, be uncovered and recovered at CONTRACTOR's expense.

14.3.2 Uncovering Work as provided in Paragraph 14.3.1 above, will be at CONTRACTOR's expense unless CONTRACTOR has given the OWNER timely notice of CONTRACTOR's intention to cover the same and the OWNER has not acted within five working days to such notice.

14.3.3 If the OWNER considers it necessary or advisable that covered Work be observed, inspected or tested, CONTRACTOR will uncover, expose or otherwise make available for observation, inspection or testing that portion of the Work in question, furnishing all necessary labor, material and equipment. If the OWNER determines that such Work is defective, CONTRACTOR will pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and the OWNER will be entitled to an appropriate decrease in the Contract Price, and may make a Claim therefore as provided in these General Conditions. However, if such Work is not found to be defective, CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and CONTRACTOR may make a Claim therefore as provided in these General Conditions.

14.4 The OWNER May Stop the Work.

14.4.1 If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the Work will not give rise to any duty on the part of the OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

14.4.2 If CONTRACTOR fails to correct Defective Work or submit a satisfactory plan to take corrective action, with procedure and time schedule, the OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until cause for such order has been eliminated, or take any other action permitted by this Contract. A notice to stop the Work, based on defects, will not stop calendar or Working Days charged to the Project.

14.5 Correction or Removal of Defective Work. If required by the OWNER, CONTRACTOR will promptly, as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective. CONTRACTOR will correct or remove and replace Defective Work, or submit a plan of action detailing how the deficiency will be corrected, within the time frame identified in the notice of Defective Work. CONTRACTOR will pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

14.6 Correction Required. If within the Warranty Period, or such longer period of time as may be prescribed by Legal Requirements or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work, including Work performed after the Substantial Completion date, is found to be defective, CONTRACTOR will promptly, without cost to the OWNER and in accordance with the OWNER's written instructions:

14.6.1 Correct such Defective Work, or, if it has been rejected by the OWNER, remove it from Project Site and replace it with Work that is not defective, and

14.6.2 Satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the Defective Work.

If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the Defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR. The warranty period will be deemed to be renewed and recommenced in connection with the completed items of Work requiring correction.

14.7 Coordination with OWNER. If correction of Defective Work will affect the function or use of the facility, CONTRACTOR will not proceed with correction of Defective Work without prior coordination and approval of the OWNER.

14.8 Acceptance of Defective Work. If, instead of requiring correction or removal and replacement of Defective Work, the OWNER decides to accept it, the OWNER may do so. CONTRACTOR will pay all claims, costs, losses and damages attributable to the OWNER's evaluation of and determination to accept such Defective Work. For purposes of this Section, the OWNER's acceptance of sample materials or equipment will not be deemed to be acceptance of Defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the OWNER for the diminished value of the Defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the OWNER after a calculation by the OWNER of the diminution in value of the Defective Work.

14.9 The OWNER May Correct Defective Work. If CONTRACTOR fails within a reasonable time after written notice of the OWNER to correct Defective Work, or to remove and replace rejected Work, or if CONTRACTOR fails to perform the Work in accordance with this Contract, or if CONTRACTOR fails to comply with any other provision of this Contract, the OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. If, in the opinion of the Contract Administrator, significant progress has not been made during this seven-day period to correct the deficiency, the OWNER may exercise any actions necessary to remedy the deficiency. In exercising the rights and remedies under this paragraph, the OWNER will proceed expeditiously. In connection with such corrective and remedial action, the OWNER may exclude CONTRACTOR from all or part of Project Site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, and incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR will allow the OWNER, its agents and employees, the OWNER's other contractors, E/A and E/A's consultants access to Project Site to enable the OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by the OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued

incorporating the necessary revisions to this Contract with respect to the Work. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's Defective Work. CONTRACTOR will not be allowed an extension of the Contract Times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by the OWNER of the OWNER's rights and remedies hereunder.

14.10 Testing and Inspections Outside of Working Hours. This Contract contemplates that all testing and inspections will be done during Working Hours as defined herein. Whenever the OWNER is required to test or inspect outside of Working Hours, on weekends, or during Holidays observed by the OWNER, the OWNER will be entitled to a reduction in the Contract Price to the extent of any overtime costs incurred by the OWNER, unless such testing or inspection is required to be performed at that time due to:

14.10.1 Emergency conditions that are not the fault of CONTRACTOR, and subcontractors, sub-subcontractors, suppliers, or other persons for whom CONTRACTOR is responsible;

14.10.2 A Force Majeure event, the OWNER's disruption, or other events which, pursuant to this Contract, would otherwise require an extension of the Contract Time.

14.11 CONTRACTOR Remains Responsible for the Work. The following will not be deemed to be a release of CONTRACTOR's obligation to perform the Work in accordance with this Contract:

14.11.1 Observations by the E/A;

14.11.2 The issuance of a Certificate of Substantial Completion or any payment by the OWNER to CONTRACTOR under this Contract;

14.11.3 Partial use or occupancy of the Work or any part thereof by the OWNER;

14.11.4 Any acceptance by the OWNER or any failure to do so;

14.11.5 Any review of a Shop Drawing or sample submittal;

14.11.6 Any inspection, test or approval by others; or

14.11.7 Any correction of Defective Work by the OWNER.

ARTICLE 15 – PROGRESS PAYMENTS, PARTIAL UTILIZATION AND FINAL COMPLETION

15.1 General Method of Payment. Payment of the Contract Price will be made in a series of Progress Payments and after Final Completion, a Final Payment, in accordance with this Article.

15.1.1 If CONTRACTOR has provided Payment and Performance Bonds, no payment will be made unless and until CONTRACTOR records the bonds and provides the OWNER certified copies of the recorded bonds in accordance with Florida Statutes Section 255.05(b).

15.2 Application for Payment. CONTRACTOR may submit to the OWNER, no more than once a month and no sooner than 30 days following commencement of the Work, an application for payment for those portions of the Work completed as of the date of the application. The OWNER may, by notice, designate a specific day of each month for submission of the application for payment. Each application for payment will be in a form acceptable to the OWNER, and will include the following documentation and information:

15.2.1 The current approved Progress Schedule;

15.2.2 If applicable, the Schedule of Values;

15.2.3 Unless CONTRACTOR has provided payment and performance bonds and recorded them in the public records as provided in Florida Statutes Section 255.05, releases of liens from subcontractors or suppliers;

15.2.4 CONTRACTOR's written certification (i) as to the value of the Work completed, (ii) that partial or final waivers of lien have been received covering all such Work, (iii) and that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid;

15.2.5 If payment is requested on the basis of materials or equipment not incorporated in the Work but delivered and suitably stored at Project Site or at another location agreed to in writing, the application for payment by such bills of sale, data, and other procedures satisfactory to the OWNER substantiating the OWNER's title to such materials or equipment or otherwise protecting the OWNER's interest;

15.2.6 A completed Minority and Women-Owned Business Enterprise (MBE/WBE) Usage Report, using forms provided by the OWNER. CONTRACTOR will complete all blank spaces shown on these Report forms. If no amounts have been paid to MBE/WBE subcontractors, the completed form will so indicate; and

15.2.7 The consent of the surety, if any, to the requested payment.

15.2.8 Documentation of payments made to MBE and WBE subcontractors and suppliers, on Attachment E, Minority and Women Owned Business Enterprise Usage Form.

Each application for payment will be deemed to be a warranty and guarantee by CONTRACTOR that title to all Work, materials and equipment covered by the application, whether incorporated in the Project or not, will pass to the OWNER free and clear of all liens no later than the time of payment to CONTRACTOR.

15.3 Review of Application for Payment. As soon as practicable after receipt of an application for Payment, and within the 20-day period following receipt of the application as provided by the Prompt Payment Act, the OWNER will approve, partially approve, or reject the application. The OWNER will provide written notice if payment is rejected or partially rejected, specifying the deficiency in the application for payment and the action necessary to make the request proper. In addition to rejecting payment of all or a portion of the application for failure to comply with submittal requirements referenced above, the OWNER will have the right to reject all or a portion of the application for any of the following reasons:

15.3.1 Defective Work not remedied;

15.3.2 Third party Claims filed or reasonable evidence indicating probable filing of such Claims;

15.3.3 Unless CONTRACTOR has provided payment and performance bonds and complied procedurally with Florida Statutes Section 255.05, failure of CONTRACTOR to make payments properly to subcontractor or for labor, materials or equipment;

15.3.4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

15.3.5 Damage to the OWNER or another CONTRACTOR;

15.3.6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

15.3.7 Failure of CONTRACTOR to submit a Schedule of Values in accordance with the Contract Documents, if one is required;

15.3.8 Failure of CONTRACTOR to submit a submittal schedule in accordance with the Contract Documents;

15.3.9 Failure of CONTRACTOR to submit and update a Progress Schedule in accordance with the Contract Documents;

15.3.10 Failure of CONTRACTOR to maintain a record of changes on drawings and documents;

15.3.11 Failure of CONTRACTOR to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the OWNER;

15.3.12 CONTRACTOR's neglect or unsatisfactory prosecution of the Work, including failure to clean up;
or

15.3.13 CONTRACTOR's failure to comply with the submittal requirements of Section 15.2, above, or with any other provision of this Contract.

If any portion of the application is rejected the OWNER will provide CONTRACTOR a written notice as to the reasons for rejection, within the time frame provided in the Prompt Payment Act. CONTRACTOR will then make the necessary corrections and re-submit the application or portion of application rejected.

15.4 Progress Payments. The OWNER will make payment on an approved or partially approved application, less amounts set aside for retainage within the deadlines provided by the Prompt Payment Act. If CONTRACTOR and the OWNER disagree on the basis or amount of the payment, or if CONTRACTOR is unwilling to make the necessary corrections or modifications and re-submit the Request as to those items rejected by the OWNER, then the OWNER may approve and process the Request by making such adjustments thereto as the OWNER deems appropriate so that CONTRACTOR receives without delay, payment of the amount determined by the OWNER to have been earned and owing to CONTRACTOR. Each payment application will be accompanied by Attachment E, Minority and Women Owned Business Enterprise Usage Form.

15.5 Amounts Withheld from Progress Payments. The OWNER will withhold an amount from each such approved progress payment, as follows:

15.5.1 If the Contract Price is \$200,000 or more, the amount of retainage will be determined by the Prompt Payment Act, which as of the Effective Date provides for a 10% retainage until 50-Percent Completion, and a 5% retainage thereafter.

15.5.2 In all other instances, the amount of retainage will be ten percent for each progress payment.

Subject to any limitations that may be imposed by the Prompt Payment Act if applicable, the OWNER will hold all retainage until Final Payment. However, if the Work is near Substantial or Final Completion and delay occurs due to no fault or neglect of CONTRACTOR, the OWNER may pay a portion of the retained amount to CONTRACTOR. CONTRACTOR, at the OWNER's option, may be relieved of the obligation to complete the Work and thereupon, CONTRACTOR will receive payment of the balance due for the work completed and accepted, subject to the conditions applicable to OWNER's termination of work without cause.

15.6 Delayed Payments. Should the OWNER fail to make payment to CONTRACTOR of the amount approved for any application for payment within the time frames provided in the Prompt Payment Act, the OWNER will pay to CONTRACTOR, in addition to amount approved, interest thereon at the rate specified in the Act, from date due until fully paid, which will fully liquidate any injury to CONTRACTOR growing out of such delay in payment.

15.7 Substantial Completion.

15.7.1 When CONTRACTOR considers that the Work, or a portion thereof which the OWNER agrees to accept separately, is substantially complete, CONTRACTOR will notify the OWNER and request a determination as to whether the Work or designated portion thereof is substantially complete. If the OWNER does not consider the Work substantially complete, the OWNER will notify CONTRACTOR giving reasons therefore. After performing any required Work, CONTRACTOR will then submit another request for the OWNER to determine Substantial Completion. If the OWNER considers the Work substantially complete, the OWNER will prepare and deliver a certificate of Substantial Completion which will establish the date of Substantial Completion, will include a punch list of items to be completed or corrected before Final Payment, will establish the time within which CONTRACTOR will finish the punch list, and will establish responsibilities of the OWNER and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch

list does not alter the responsibility of CONTRACTOR to complete all Work in accordance with this Contract. The Work will not be deemed to be substantially or finally complete until any certificates of occupancy required to occupy the Project are issued. The OWNER and CONTRACTOR will both sign the certificate of Substantial Completion, to evince acceptance of the responsibilities assigned to them in such certificate.

15.8 Partial Utilization. The OWNER will have the option to use any portion of the Work prior to Substantial Completion of the Project where:

15.8.1 The Contract Documents specifically provide for such portion to be partially utilized prior to Substantial Completion; or

15.8.2 Upon the OWNER's request, if CONTRACTOR agrees and, upon joint inspection, the parties agree that the portion of the Work in question is Substantially Complete. In such instance, the OWNER will issue a certificate of Substantial Completion, attaching thereto a punch list of items to be completed or corrected before Final Payment and fixing the responsibility between the OWNER and CONTRACTOR for maintenance, heat and utilities as to that part of the Work.

The OWNER will have the right to exclude CONTRACTOR from any part of the Work which is so certified to be Substantially Complete but the OWNER will allow CONTRACTOR reasonable access to complete or correct items on the punch list.

15.9 Final Inspection and Final Completion. CONTRACTOR will provide the OWNER the Notice of Completion sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction of all Punch List Work before the Completion Date. Upon receipt of CONTRACTOR's Notice of Completion, the OWNER will make a review of the Work and notify CONTRACTOR in writing of all Punch List Work, if any, to be completed or corrected. Following CONTRACTOR's completion or correction of all Punch List Work, the OWNER again review the Work and prepare and deliver to CONTRACTOR either a written notice of additional Punch List Work to be completed or corrected or a written Certificate of Final Completion, signifying final acceptance of the Work.

15.9.1 If the sole remaining unfinished item to complete the Work is the reestablishment of vegetation, at the OWNER's option the OWNER may issue a Certificate of Final Completion on the condition that CONTRACTOR executes a re-vegetation letter, with letter of credit or other guarantee in form and amount satisfactory to the OWNER, to ensure completion of this item. This Work will be accomplished within 120 days of the date of Final Completion of the Work. When permanent erosion control has been established, the OWNER will initiate an inspection for final acceptance of the erosion controls. If the re-vegetation is not completed within the 120 days, the OWNER, at its option, may complete the Work using the posted guarantee.

15.9.2 In all other instances, the OWNER will only be obligated to issue a Certificate of Final Completion accepting the Work as finally complete, when the whole and all parts thereof will have been completed to the satisfaction of the OWNER in full compliance with this Contract.

15.10 Final Application for Payment. As soon as practical after the OWNER's issuance of the Certificate of Final Completion, CONTRACTOR will submit to the OWNER a properly completed application for Final Payment in the form approved or provided by the OWNER. The application will include or attach the following:

15.10.1 Three complete manuals containing all maintenance and operating instructions, warranties, and other associated documents for equipment or other materials that have been installed or otherwise included in the Work;

15.10.2 Record documents (as provided in Paragraph 6.11.2 of these General Conditions);

15.10.3 Unless CONTRACTOR has provided payment and performance bonds and procedurally complied with Florida Statutes, Section 255.05:

15.10.3.1 Legally effective final releases or waivers of liens from CONTRACTOR, and from all subcontractors and sub-subcontractors which performed services for CONTRACTOR and all suppliers of material or equipment to CONTRACTOR;

15.10.3.2 An affidavit that all of CONTRACTOR's debts, and claims, including from all subcontractors, subcontractors, and suppliers in connection with the Work, have been paid or otherwise satisfied;

15.10.4 Complete and legally effective releases or waivers satisfactory to the OWNER of all claims other than claims of subcontractors, Sub-subcontractors, and suppliers, filed in association with the Work;

15.10.5 The consent of the surety, if any, to final payment;

15.10.6 Non-Use of Asbestos Affidavit (After Construction);

15.10.7 Certificate evidencing that required insurance will remain in force after final payment and through the warranty period; and

15.10.8 Any other documentation required pursuant to this Contract.

15.11 If Final Application is Rejected. If the OWNER rejects the request for Final Payment, the OWNER will provide CONTRACTOR written notice stating the reasons therefore within the time required by the Prompt Payment Act.

15.12 Final Payment; Waiver of Claims. Final Payment will be deemed to have taken place when CONTRACTOR or any of its representatives negotiates the OWNER's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return. The making and acceptance of Final Payment will constitute:

15.12.1 A waiver of claims by the OWNER against CONTRACTOR, except claims arising from unsettled claims, from Defective Work appearing after final inspection, from failure to comply with this Contract or the terms of any warranty specified therein, or from CONTRACTOR's continuing obligations under this Contract; and

15.12.2 A waiver of all claims by CONTRACTOR against the OWNER other than those which were made in writing through the date that the check for final payment was issued and which are unsettled.

15.13 Partial Final Payment in Extenuating Circumstances. If the OWNER determines that after CONTRACTOR has achieved Substantial Completion, Final Completion is materially delayed through no fault of CONTRACTOR, the OWNER may without terminating this Contract, make payment of balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing Final Payment, except that it will not constitute a waiver of claims by the OWNER, and will not cause a transfer of title or relieve CONTRACTOR for responsibility for the Substantially Completed Work.

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

16.1 The OWNER May Suspend Work Without Cause. At any time and without cause, the OWNER may suspend the Work or any portion thereof for a period of not more than 90 days by written notice to CONTRACTOR which will fix the date on which the Work will be resumed. CONTRACTOR will resume the Work on the date so fixed. CONTRACTOR will be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if CONTRACTOR makes an approved Claim for such an adjustment as provided herein.

16.2 The OWNER May Terminate Without Cause. Upon seven days' notice to CONTRACTOR, the OWNER may, without cause and without prejudice to any right or remedy of the OWNER, elect to terminate the Contract. In such case, CONTRACTOR will be paid for completed and acceptable Work executed in accordance with this Contract prior to the date of termination, and if the Contract Price is **NOT** based on unit prices, the following:

16.2.1.1 Reasonable demobilization costs;

16.2.1.2 Reasonable anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity; and

16.2.1.3 All claims incurred in settlement of terminated contracts with subcontractor and others, including for anticipated profits on completed and accepted Work not previously paid and not included in separate pay items calculated to date of termination but not for anticipated profit on the entire Contract not previously paid, unabsorbed overhead, or lost opportunity. CONTRACTOR agrees to negotiate in good faith with subcontractors and others to mitigate the OWNER's cost.

16.3 The OWNER May Terminate With Cause.

16.3.1 Upon the occurrence of any one or more of the following events:

- .1 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents
- .2 If CONTRACTOR disregards or fails to comply with Legal Requirements;
- .3 If CONTRACTOR disregards the authority of the Contract Administrator or the City Manager;
- .4 If CONTRACTOR makes fraudulent statements;
- .5 If CONTRACTOR fails to maintain a work force adequate to accomplish the Work within the Contract Time;
- .6 If CONTRACTOR fails to make adequate progress and endangers successful completion of the Contract; or
- .7 If CONTRACTOR otherwise materially breaches the Contract;

The OWNER may, after giving CONTRACTOR (and the surety, if any) seven days' notice terminate the Contract. The OWNER, at its option, may proceed with negotiation with surety for completion of the Work. Alternatively, the OWNER may under these circumstances exclude CONTRACTOR from the Project Site and take possession of the Work (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at Project Site or for which the OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the OWNER may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by the OWNER arising out of or resulting from completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses and damage exceed such unpaid balance, CONTRACTOR or surety will pay the difference to the OWNER. If a termination for cause is found to be wrongful, the termination will be converted to a termination without cause, and CONTRACTOR's remedy for wrongful termination is limited to the recovery of the payments permitted for termination without cause.

16.3.2 Where CONTRACTOR's services have been so terminated by the OWNER, the termination will not affect any rights or remedies of the OWNER against CONTRACTOR and surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the OWNER will not release CONTRACTOR from liability.

16.4 CONTRACTOR May Stop Work or Terminate. If through no act or fault of CONTRACTOR, the Work is suspended for a period of more than 90 days by the OWNER or under an order of court or other public authority, or (except during disputes) the Contract Administrator fails to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER fails for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, then CONTRACTOR may, upon seven days' written notice to the OWNER, and provided the OWNER does not remedy such suspension or failure within that time, terminate the Agreement and recover from the OWNER payment on the

same terms as if OWNER terminated without cause pursuant to this Contract. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if (except during disputes) the Contract Administrator has failed to forward for processing any mutually acceptable Application for Payment within 30 days after it is submitted, or (except during disputes) the OWNER has failed for 60 days after it is submitted to pay CONTRACTOR any sum finally determined by the OWNER to be due, CONTRACTOR may upon seven days' written notice to the OWNER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this Section are not intended to preclude CONTRACTOR from making a Claim for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this Section.

16.5 Discretionary Notice to Cure. In its complete discretion, the OWNER may, but is not required to, provide a Notice to Cure to CONTRACTOR and its surety to cure any of the conditions constituting a breach of Contract or an anticipatory breach of contract and, if required by the OWNER, to attend a meeting with the OWNER, regarding the Notice to Cure, the event of default or the anticipatory breach of contract. The Notice to Cure will set forth the time limit in which the cure is to be completed or commenced and diligently prosecuted. Upon receipt of any Notice to Cure, CONTRACTOR will prepare a report describing its program and measures to affect the cure of the event of default or anticipatory breach of contract within the time required by the Notice to Cure. The CONTRACTOR's report will be delivered to the OWNER at least three days prior to any requested meeting with the OWNER and surety.

16.6 Bankruptcy. If CONTRACTOR declares bankruptcy or is adjudged bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed for the benefit of creditors or if a receiver is appointed by reason of CONTRACTOR's insolvency, CONTRACTOR may be unable to perform this Contract in accordance with the Contract requirements. In such an event, the OWNER may demand CONTRACTOR or its successor in interest provide the OWNER with adequate assurance of CONTRACTOR's future performance in accordance with the terms and conditions of the Contract. If CONTRACTOR fails to provide adequate assurance of future performance to the OWNER's reasonable satisfaction within ten days of such a request, the OWNER may terminate the Contract for cause or without cause, as set forth above. If CONTRACTOR fails to provide timely adequate assurance of its performance and actual performance, the OWNER may prosecute the Work with its own forces or with other contractors on a time and material or other appropriate basis and the cost of which will be charged against the balance of the Contract Price otherwise due to CONTRACTOR.

16.7 Duty to Mitigate. If the OWNER terminates this Contract or suspends CONTRACTOR's work, CONTRACTOR agrees to and will take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the OWNER.

16.8 Responsibility during Demobilization. While demobilizing, CONTRACTOR will take all necessary and reasonable actions to preserve and protect the Work, the Project Site and other property of the OWNER or others at the Project Site.

16.9 CONTRACTOR to Remove Equipment. In the case of termination of this Contract before completion for any cause whatsoever, CONTRACTOR, if notified to do so by the OWNER, will promptly remove any part or all of his equipment or supplies from the property of the OWNER; failing to, the OWNER will have the right to remove such equipment and supplies at the expense of CONTRACTOR.

16.10 CONTRACTOR to Clean Up Project Site. If either OWNER or CONTRACTOR terminates the Contract before Substantial or Final Completion, CONTRACTOR will leave the Project Site in a clean condition as if Final Completion had been achieved, unless OWNER directs otherwise; and if CONTRACTOR fails to comply clean up the Project Site as required, the OWNER may do so and the cost thereof will be charged against CONTRACTOR.

END OF GENERAL CONDITIONS SECTION

SUPPLEMENTAL GENERAL CONDITIONS

SGC1. ADDITIONAL NPDES REQUIREMENTS.

- A. CONTRACTOR will at all times ensure certification and licensing from the Florida Department of Agriculture and Consumer Services (FDACS) of all of CONTRACTOR's personnel and subcontractors who apply pesticides or herbicides on City property or public right-of-way pursuant to the Contract. All such personnel and subcontractors who apply fertilizer will be trained and certified through the "Green Industry BMP Program" and FDACS; and will have a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S
- B. All commercial applicators of fertilizer will have and carry in their possession at all time when applying fertilizer, evidence of certifications by the Florida Department of Agricultural and Consumer Services **and** a Commercial Fertilizer Applicator License as per 5E-14.117(18) FAC.
- C. All Contractors shall comply with the minimum requirements of the Urban Turf Fertilizer Rule RE-1.003(2) FAC.
- D. Fertilizer used will meet Florida-friendly fertilizer requirements pursuant to Section 403.9337 F.S.
- E. Fertilizer and Pesticide application must meet minimum requirements of the most recent edition of the Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008.
- F. Fertilizer should not be applied within 10 feet of any inlet, curb and gutter, public street, pond, stream watercourse, lake, canal, or wetland as defined by the FDEP Chapter 62-340 FAC. Fertilizer may be applied within 3 ft. of a water body only if the applicator is equipped with a spreader deflector.
- G. A 10-foot wide Low Maintenance Zone is required from any pond, stream, watercourse, canal, ditch, lakes wetland or from the top of a seawall. No mowed or cut vegetative material may be deposited in any water body. Care must be taken to prevent erosion of the surface soils in this Zone. Contractor shall set mechanical mowers to prevent the exposing of bare soil on pond slopes, ditches, wetlands, stream and lakes. This Zone shall be suitably vegetated at all times to ensure soil stability.
- H. Fertilizers applied to turf shall be formulated and applied in accordance with requirements and direction provided by Rule 5E-1.003(2) FAC, Labeling for Urban Turf Fertilizers.
- I. In no case shall grass clipping, vegetative material, and /or vegetative debris be washed, swept or blown off into stormwater drains, curbs and gutters, ditches, conveyance, water bodies, wetlands or sidewalks or roadway. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.
- J. The monthly invoices shall include
- (1) A summary of the type and amount of fertilizer used at each location.
 - (2) A summary of the type and amount of any chemicals and /or pesticides used at each pond, ditch, roadway or park location.

City of Daytona Beach



Riverfront Park Seawall Replacement Project Technical Specifications

February 17, 2020

Item 1

Mobilization and Demobilization:

The work specified in this section consists of the preparatory work and operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by these Technical Specifications, the construction plans, and State and local laws and regulations.

All costs for the necessary bonds as indicated in the bid document shall be included in this item.

All costs for permits and any required insurance, and any other pre-construction expense necessary for the start of the work, as well the cost of the removal of the above items, shall also be included in this item. All costs associated with trimming/clearing of trees, other vegetation, sod, any other materials, temporary removal of existing fencing and resetting of this fencing once the work is complete, and any other site preparation tasks necessary to allow construction of the project, shall also be included in this item. All costs associated with collecting complete photographic and video documentation of the site prior to construction shall also be included in this item. All costs associated with restoring the site to pre work conditions, including patching and repairs to existing asphalt and concrete pavement adjacent to the cap and bulkhead wall, and replacement of sod damaged during construction, shall be included in this item.

At the pre-construction meeting, the Contractor shall submit a tentative work schedule, safety plan, a shipping, stockpile and site administration plan (SSSAP), a complete list of all SUBCONTRACTORS that will be employed by the PRIME CONTRACTOR, and complete contact information for PRIME CONTRACTOR staff and all SUBCONTRACTOR staff. Personnel to be included in the contact lists shall include, but not necessarily be limited to: CONTRACTOR and SUBCONTRACTOR Principals, CONTRACTOR and SUBCONTRACTOR Project Managers, CONTRACTOR and SUBCONTRACTOR Site Superintendents and/or Foremen. In addition, emergency contact information shall be included for the PRIME CONTRACTOR and all SUBCONTRACTORS.

The basis of payment for **Mobilization/ Demobilization** shall be LUMP SUM. Fifty (50) percent of this lump sum cost shall be paid upon mobilization of equipment to the project site. An additional 30% of this cost shall be paid as the project progresses. The final 20% of this cost shall be paid upon removal of all equipment from the project site.

Item 2

Construction and As-Built Survey:

The bid price for this item shall include all necessary survey work for the CONTRACTOR to complete all construction activities. Elevations for the plans are based on the NAVD 1988 vertical datum.

The CONTRACTOR shall furnish the services of a State of Florida licensed land surveyor for the field layout of all work. The CONTRACTOR's licensed land surveyor shall perform all initial site layout and shall provide follow-up verification of all work underway at a frequency of no less than once a week. All deviations from the construction plans, no matter how minor, that are noted during the follow-up

verifications shall be recorded on the project redline plan set which shall always be maintained on the site and submitted to the ENGINEER prior to project close-out. The ENGINEER must approve the initial site stakeout before any work begins; the CONTRACTOR shall provide a minimum of 72 hours' notice to the ENGINEER of the anticipated completion of the initial stake-out so the inspection and field verification can be scheduled. Prior to start of construction, the surveyor shall also locate any mangroves and other protected/threatened vegetative species located within or adjacent to (within 25 feet) the project area so these may be flagged, and appropriate protective measures set up prior to starting work. All intermediate construction surveys shall be included in this item. CONTRACTOR is cautioned that the survey must be conducted with respect to adjacent site aspects and must contact ENGINEER for any clarification prior to any construction.

The bid price for this item shall include all necessary survey work for the CONTRACTOR to furnish an as-built survey of the completed project. The as-built survey shall be referenced to the NAVD 1988 vertical datum. The CONTRACTOR shall submit two (2) hard copies and two (2) electronic copies of the as-built survey for the completed project. These documents shall be signed and sealed by a professional surveyor registered in the State of Florida and then submitted to the ENGINEER for approval. The CONTRACTOR shall accurately record the location and elevations of all constructed grades and structures including but not limited to: bulkhead concrete cap and decorative rails (elevations at minimum 10-foot intervals), all composite pile locations, deck and handrail elevations of all outlook structures, grades at all newly graded areas after placement of backfill in locations noted on the construction plans, locations, diameters, materials and invert elevations of stormwater outfalls, ROW lines and easement lines.

The basis of payment for **Construction and As-Built Survey** shall be LUMP SUM. Thirty (30) percent of the lump sum cost shall be paid upon acceptance of the initial site stakeout by the ENGINEER. The remainder of the cost (less retainage) shall be paid as the project progresses.

Item 3 **Environmental Compliance:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to maintain regulatory compliance and environmental protection during all phases of construction. This item includes all costs related to obtaining a NPDES permit, and complying with all NPDES permit requirements. Turbidity curtains and silt fencing shall always be installed around construction areas and the CONTRACTOR shall take all proactive measures to reduce loss of sediment and turbidity generation in receiving waters during all construction activities. The bid price for this item shall include all costs for monitoring and reporting turbidity of water discharged from the site as required by the NPDES or other permits, as well as all costs for corrective measures taken to correct measured turbidity levels in excess of permitted conditions. Turbidity monitoring reports shall be submitted to the ENGINEER weekly for approval, and copies of the reports shall be made available to the CITY and the ENGINEER at any time upon request.

The bid price for this item shall also include all costs associated with regularly inspecting and maintaining all other erosion, sediment, and turbidity control measures employed during construction of this project, as well as any necessary

repairs and/or replacement of these measures, with the need determined through regular inspections conducted at minimum intervals as specified in the NPDES and other project permits, and/or at the direction of the ENGINEER and/or CITY. Copies of the control measure inspection reports shall be submitted to the ENGINEER within one week of the inspection, and a summary of corrective measures taken to address noted deficiencies shall be included. A weekly log of these inspections shall be provided to the ENGINEER.

In addition, the CONTRACTOR shall comply with all permits for this project and all federal, state, and local water quality standards throughout the duration of the project. This project has been permitted through the US Army Corps of Engineers (USACE), and has been determined to be exempt from permitting requirements of the Florida Department of Environmental Protection (FDEP). A Copy of the USACE permit and a copy of the FDEP letter of exemption have been included with the CONTRACT documents, and the CONTRACTOR shall keep copies of these documents on site at all times while the project is under construction.

The CONTRACTOR shall take all necessary precautions to avoid damage to wetland vegetation and trees to be preserved. This item includes costs related to flagging and marking protected vegetation, as well as protective measures for these.

The CONTRACTOR shall comply with the standard manatee, sea turtle and small tooth sawfish protection conditions; these are included in the General Notes of the construction plans.

The basis of payment for **Environmental Compliance** shall be LUMP SUM. Fifty (50) percent of the lump sum cost shall be paid upon obtaining an NPDES permit and properly installing all erosion and turbidity control measures. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of all control measures from the project site once the work has been completed is required before final acceptance of the project by the CITY.

Item 4 **Temporary Traffic Control:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to provide temporary traffic control through the project area for the duration of construction. The project lies adjacent to South Beach Street, with major intersections with International Speedway Blvd. (US 92), East Orange Avenue and East Magnolia Avenue in close proximity to the project area. These intersections and roadways have high traffic volume during normal working hours, and it is anticipated that trucks hauling materials to or from the project site will be frequently entering and leaving the project area through these intersections.

Public access to businesses adjacent to the project area must be maintained at all times, and parking for these businesses shall be made available at all times. The CONTRACTOR shall give a minimum of 2 weeks' advance notice to the CITY and the ENGINEER for any request for lane closures on nearby streets.

At the preconstruction meeting, the CONTRACTOR shall submit a temporary traffic control plan (TTC) to the ENGINEER and the CITY for approval. This TTC Plan shall conform to the requirements of Standard Plans Indexes 102-000, 102-005 and other

applicable indexes of the Florida Department of Transportation Standard Plans (FY 2020-21). The TTC Plan shall also include details ensuring the safe delivery and removal of materials by trucks from temporary stockpile areas established near the project area. Any personnel utilized as flaggers must have completed a Temporary Traffic Control Flagger Training course offered by an FDOT-approved provider, and set-up, inspection and maintenance of temporary traffic control devices must be performed under the supervision of personnel who have completed an Intermediate level TTC course offered by an FDOT-approved provider. The CONTRACTOR shall maintain copies of all training certificates on the project site at all times. The ENGINEER must be informed once TTC measures have been fully implemented so an inspection may be scheduled. The CONTRACTOR shall regularly inspect barricades, signs, fencing and other TTC devices employed on the job site, and shall repair or replace these as needed.

The basis of payment for **Temporary Traffic Control** shall be LUMP SUM. Fifty (50) percent of the lump sum cost shall be paid once TTC devices and signage have been deployed per the approved TTC plan. The remainder of the cost (less retainage) shall be paid as the project progresses. Removal of TTC devices and signage from the project site once the work has been completed is required before final acceptance of the project by the CITY.

Item 5 **Demolition, Hauling and Disposal:**

The bid price for this item shall include, but not be limited to, the required manpower, equipment, materials and other costs involved in removal and disposal of the existing concrete cap, bulkhead wall panels, bulkhead coquina stone, bulkhead footer structure, stormwater pipe ends, overlook structures, pedestrian access dock sections, riprap, sidewalk, trees indicated for removal and other surface features located within 20 feet of the proposed bulkhead wall as indicated in the construction plans; and all other demolition, hauling, and disposal required to construct the project as indicated in the construction plans.

The CONTRACTOR shall take all necessary precautions to avoid damage to upland and wetland vegetation and trees to be preserved during removal, demolition and hauling of debris. In addition, the CONTRACTOR shall take all necessary precautions to avoid impacts to in-water resources during demolition and removal of the existing structures. All environmental protection measures shall be in place before any demolition or other construction activity commences. The CONTRACTOR shall be responsible for requesting utility locates from Sunshine 811 prior to commencing any demolition or other earthwork activities. All silt fence, turbidity curtains and other erosion and sediment control measure must be in place prior to commencing any demolition activities.

The basis of payment for **Demolition, Hauling and Disposal** shall be per TON of material hauled offsite for disposal, and based on weight measured by truck scale tickets at the landfill accepting the demolished material. Truck scale tickets must be submitted with all applications for payment under this item, and payment shall be made only for material accounted for on the submitted truck scale tickets. All tickets must include the following information:

- Time and date of delivery to the landfill.

- Name of landfill facility.
- Truck identification number.
- Gross (“loaded”) weight of truck as determined by the truck scale.
- Curb (“empty”) weight of truck as determined by the truck scale.
- Signature of scale operator.
- Signature of CONTRACTOR’s representative accepting completed ticket.

The following assumptions were made in estimating the bid quantity for this item.

- Unit weight of concrete (reinforced and non-reinforced) is 2 tons per cubic yard.
- Footer for bulkhead wall is assumed to be concrete, 5 feet wide by 2 feet tall by 1,400 feet length.
- Existing coquina block wall is 1.5 feet wide by 6 feet tall by 1,400 feet length.
- Existing concrete cap on bulkhead wall is 2 feet wide by 1.5 feet tall by 1,400 feet length.
- Concrete sidewalk is assumed 4 inches thick.
- Approximately 50 trees will be removed; each tree assumed as weighing 3 tons.
- Timber piles assumed to weigh 93 pounds per linear foot.
- Pressure treated lumber assumed to weigh 42 pounds per cubic foot.
- For bidding purposes, an additional 50 percent was added to the estimated quantity to account for miscellaneous debris, soil hauled away with demolished material, etc.

Item 6 **Imported Structural Fill:**

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment, materials and hardware needed to import, place, compact and work to final grade imported structural fill, as noted on the plans. Structural fill shall be placed behind the proposed bulkhead wall and concrete cap and compacted to achieve final design grades as indicated .

Under this Item, the CONTRACTOR is responsible for providing clean structural fill meeting the requirements of Group A3 per AASHTO M 145. The CONTRACTOR shall be responsible for maintaining truck tickets tracking the volume of structural fill delivered to the site. No payment will be made for imported fill without proof of quantity of structural fill delivered to the site.

The fill tickets must include the following information:

- Address where truck was loaded.
- Address where fill was delivered.
- Truck number and volume capacity.
- Time and date of arrival.
- Fill quantity (weight) in load.
- Signature of contractor's representative responsible for accepting delivery.

Fill tickets shall be submitted with all pay applications on which payment for this item is requested. The quantity of fill for which payment is being requested must match the total quantity of fill listed on the submitted fill tickets.

The CONTRACTOR shall be responsible for providing sieve analysis and compaction testing (per ASTM D-1557) for all imported fill material. Imported fill shall be placed in 1-foot lifts, and compacted to 98% maximum dry density value per ASTM T-1557. All required geotechnical testing and compaction testing results shall be submitted to the ENGINEER for approval. No payment shall be made for any structural fill material delivered or placed without this approval. CONTRACTOR shall be responsible for all costs associated with replacement of proper fill material.

The basis of payment for **Imported Structural Fill** shall be per CUBIC YARD of structural fill delivered to the site, based on truck ticket volumes.

Item 7

UC-95 Sheet Pile Bulkhead:

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to furnish and install the Composite Sheet Pile (CMI UC-95 or equivalent) bulkhead wall as indicated in the construction plans.

The CONTRACTOR is responsible for providing a pile driving methodology that will properly attain the indicated embedment of the sheet piles, and that meets the sheet pile manufacturer's construction requirements and instructions and must submit calculations verifying the methods and procedures for such installation. Jetting of piles is permitted only with the written approval of the ENGINEER, and under any circumstances the final five feet of length of all sheets must be driven. Sheet piles must be embedded with the appropriate machinery and the CONTRACTOR is responsible for replacement, at no additional cost to the CITY, of any broken, cracked or misaligned sheet pilings. A copy of the geotechnical report prepared for this project is included in the contract documents; the CONTRACTOR is responsible for being familiar with this report when preparing the pile driving methodology.

The CONTRACTOR shall inspect all sheet piles that are delivered to the site, and shall stockpile sheet piles in a manner that ensures sheets are undamaged. It is the CONTRACTOR's responsibility to reject any sheet pile that is delivered to the site damaged to an extent where it is in unusable condition. Any damaged sheets that

are driven shall be repaired or replaced at the direction of the ENGINEER, at no additional cost to the CITY.

The CONTRACTOR is responsible for maintaining up-to-date pile driving logs at all times during the project. In addition to the weekly submittal requirements for driving logs noted in the General Conditions above, the CONTRACTOR shall make the driving logs available for inspection by the ENGINEER and/or CITY at any time requested. The information to be recorded in the log shall be per "Sheet Piling and Composite/Concrete Piling Installation" Note 10 of the General Notes, Sheet C-24 of the construction plans. The CONTRACTOR shall submit the final pile driving logs so the ENGINEER may review them prior to final project acceptance. The ENGINEER shall not make a structural certification without this submittal.

Absolutely no sheet piles shall be cut to design top elevation, beyond the top six (6) inches of the pile which is damaged by driving, without prior written approval of the ENGINEER. If the CONTRACTOR requests to cut off sheet piles, the piles must remain "in-place, as-is", and the ENGINEER notified a minimum of 72 hours in advance so a site visit and recommendations based on observed field conditions can be made. Any pile cut off without prior written approval from the ENGINEER shall be removed and replaced at the CONTRACTOR's expense.

The basis of payment for **UC-95 Sheet Pile Bulkhead** shall be per LINEAR FOOT.

Item 8

Seawall Cap (includes concrete plugs):

The bid price for this item shall include, but not be limited to, the necessary manpower, equipment and materials needed to properly construct and install the concrete cap, concrete plugs, Dryvit TerraNeo (or approved equivalent product) stucco finish, and other incidental related construction as indicated in the construction plans.

The CONTRACTOR is responsible for submitting shop drawings for steel, concrete mixes, joint sealant and other hardware/materials for ENGINEER's approval before any cap, or concrete plugs can be constructed. Concrete trucks shall not be allowed within 25 feet of the seawall. The CONTRACTOR shall ensure that the proper mix design for the cap concrete, as indicated in the construction plans, is submitted to the ENGINEER for approval prior to pouring any concrete. The CONTRACTOR shall also submit shop drawings and technical data sheets for all reinforcing steel and stucco finishing products to the ENGINEER, as well as submit color charts/samples for stucco finish to the CITY and the LANDSCAPE/HARDSCAPE ARCHITECT, for selection and approval prior to construction.

The CONTRACTOR shall inform the ENGINEER a minimum of 72 hours in advance of pouring concrete for the cap so an inspection can be scheduled to check the placement of reinforcing steel inside the forms. The CONTRACTOR shall ensure sufficient chairs, non-metallic ties and other measures are utilized to ensure reinforcing steel is not allowed to shift position excessively when pouring concrete for the cap. The CONTRACTOR shall place concrete in a manner that minimizes movement of reinforcing steel during the pour, and shall ensure that concrete is thoroughly vibrated while being poured. Excessively honeycombed sections of concrete cap will be rejected, and the CONTRACTOR shall replace these at no additional cost to the CITY. The CONTRACTOR shall notify the ENGINEER once

the forms for the cap are removed after cap concrete has been poured so an inspection of the finished cap can be conducted before application of stucco finish.

All costs associated with material testing of each truck of concrete will be the responsibility of the Contractor and such cost shall be included in this line item. See notes and specifications in the construction plans for more information on alignment and rebar configuration.

The CONTRACTOR shall take all precautions necessary to prevent excessive loads from being applied to the bulkhead wall by earth-moving equipment and methods, and shall carefully note all structures and other items that are indicated to be moved, stored, and/or preserved, and not explicitly indicated to be demolished, are protected throughout construction. Any such item that is damaged or destroyed by construction activity shall be repaired and/or replaced by the CONTRACTOR at no additional cost to the CITY.

This item shall also include all required testing for cap concrete. All testing shall be performed by a licensed Florida engineering firm.

The basis of payment for **Seawall Cap (includes concrete plugs)** shall be per LINEAR FOOT.

Item 9

Prestressed Concrete Support Piles:

The bid price for this item shall include the required manpower, equipment and materials needed to purchase and properly install the 12" Square FDOT Grade prestressed concrete piles for the bulkhead and cap system, to provide additional support at the stormwater outfall locations identified in the plans. The CONTRACTOR shall furnish prestressed concrete piles meeting the specifications and requirements of Section 455 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition), of the length specified in the construction plans. The CONTRACTOR is responsible for providing an installation method that will attain the indicated embedment depth. Pilings should be properly supported during transportation and installation, and the CONTRACTOR will be responsible for rejecting any delivered pilings that are damaged to the extent that they are not usable. Any damaged pilings that are installed shall be removed and replaced at the direction of the ENGINEER, at no additional cost to the CITY.

If solid rock, debris or refusal is encountered prior to achieving design tip elevation, the final two (2) feet of the pile must be tool punched into the strata. The ENGINEER will make the final determination on if refusal is encountered.

Absolutely no piles shall be cut to design top elevation, beyond the top six (6) inches of the pile which is damaged by driving, without prior written approval of the ENGINEER. If the CONTRACTOR requests to cut off piles, the piles must remain "in-place, as-is", and the ENGINEER notified a minimum of 72 hours in advance so a site visit and recommendations based on observed field conditions can be made. Any pile cut off without prior written approval from the ENGINEER shall be removed and replaced at the CONTRACTOR's expense.

The CONTRACTOR shall maintain a pile driving log on the site at all times, and this log shall be available for inspection by the CITY or the ENGINEER on request. The information to be recorded in the log shall be per "Sheet Piling and Composite/Concrete Piling Installation" Note 10 of the General Notes, Sheet C-24 of the construction plans. The CONTRACTOR shall submit the final pile driving logs prior to project closeout so the ENGINEER may review them prior to final project acceptance. The ENGINEER shall not make a structural certification without this submittal.

Shop drawings, technical data sheets and the FDOT certification for the pre-cast plant supplying the prestressed concrete piles must be submitted to the ENGINEER for approval prior to manufacturing, purchase or installation. The CONTRACTOR is responsible for ensuring required submittals are made promptly so that fabrication time for the piles does not adversely impact the project schedule. Any products or materials manufactured, purchased or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR's expense if corresponding shop drawings are not approved by the ENGINEER.

The basis of payment for **Prestressed Concrete Support Piles** shall be per EACH.

Item 10

Overlook Structures:

The bid price for this item shall include the required manpower, equipment and materials needed to purchase and properly construct the river overlook structures in the locations noted on the construction plans. The components to be furnished and constructed under this pay item include: 12" diameter CMI UC-12 x .375 composite piles (or approved equal) , CS-6 x 6.42 6061 aluminum C-channel cap boards and stringers in the lengths noted on the plans, 2" x 6" composite deck boards, and all fasteners and other hardware required to construct these components as per the plans. The cost of the handrails and all hardware and fasteners required to attach these to the overlook structures shall be paid under **Item 11: Decorative Handrail** below. The CONTRACTOR is responsible for providing an installation method that will attain the indicated embedment depth. Pilings and other materials should be properly supported during transportation and installation, and the CONTRACTOR will be responsible for rejecting any delivered materials that are damaged to the extent that they are not usable. Any damaged components that are installed shall be removed and replaced at the direction of the ENGINEER, at no additional cost to the CITY.

If solid rock, debris or refusal is encountered prior to achieving design tip elevation, the final two (2) feet of the pile must be tool punched into the strata. The ENGINEER will make the final determination on if refusal is encountered.

Absolutely no piles shall be cut to design top elevation, beyond the top six (6) inches of the pile which is damaged by driving, without prior written approval of the ENGINEER. If the CONTRACTOR requests to cut off piles, the piles must remain "in-place, as-is", and the ENGINEER notified a minimum of 72 hours in advance so a site visit and recommendations based on observed field conditions can be made. Any pile cut off without prior written approval from the ENGINEER shall be removed and replaced at the CONTRACTOR's expense.

The CONTRACTOR shall maintain a pile driving log on the site at all times, and this log shall be available for inspection by the CITY or the ENGINEER on request. The information to be recorded in the log shall be per "Sheet Piling and Composite/Concrete Piling Installation" Note 10 of the General Notes, Sheet C-24 of the construction plans. The CONTRACTOR shall submit the final pile driving logs prior to project closeout so the ENGINEER may review them prior to final project acceptance. The ENGINEER shall not make a structural certification without this submittal.

Shop drawings and technical data sheets for the piles, cap boards, stringers, deck boards and all hardware and fasteners must be submitted to the ENGINEER for approval prior to manufacturing, purchase or installation. The CONTRACTOR is responsible for ensuring required submittals are made promptly so that fabrication times do not adversely impact the project schedule. Any products or materials manufactured, purchased or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR's expense if corresponding shop drawings are not approved by the ENGINEER.

The basis of payment for **Overlook Structures** shall be per EACH.

Item 11

Decorative Handrail:

The bid price for this item shall include the required manpower, equipment and materials needed to fabricate, purchase and properly construct the decorative handrail along the newly constructed concrete cap and overlook structures as noted in the construction plans.

The CONTRACTOR shall supply handrail meeting the design, material and fabrication specifications detailed in the landscaping/hardscaping plans. The CONTRACTOR shall submit finish and color samples and provide mock-up sections as required by the CITY, the ENGINEER and the LANDSCAPE/HARDSCAPE ARCHITECT, for approval prior to ordering fabrication of the handrails. The CONTRACTOR is responsible for ensuring required submittals are made promptly so that fabrication times do not adversely impact the project schedule. Handrail shall be installed in accordance with the manufacturer's instructions and the construction plans; the CONTRACTOR shall note that installation methods and hardware differ between handrail sections installed along the concrete bulkhead wall cap and the overlook structures. The CONTRACTOR shall submit installation instructions provided by the manufacturer, and shop drawings and technical data sheets for all hardware and fasteners required for installation to the ENGINEER for approval prior to installing handrail. Any products or materials manufactured, purchased or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR's expense if corresponding shop drawings are not approved by the ENGINEER.

The basis of payment for **Decorative Handrail** shall be per LINEAR FOOT of installed handrail as measured in the field.

Items 12 - 19 Stormwater Inlets, Outfalls Pipe and Other Structures:

The bid price for this item shall include the required manpower, equipment and materials needed to construct stormwater outfalls to the Halifax River through the newly constructed bulkhead wall as noted in the construction plans, as well as the

cost to furnish and install all temporary pipes, ditches and other structures required to maintain site drainage during construction, as well as the removal of these temporary structures once construction is complete. The CONTRACTOR shall ensure that positive drainage for stormwater runoff is maintained at all times during construction.

The CONTRACTOR shall cut existing stormwater pipes as indicated in the plans and dispose of the pipe stubs along with the existing bulkhead wall materials (the cost for hauling and disposal of the pipe ends shall be included in the cost for **Item 5 Demolition Hauling and Disposal** above). The CONTRACTOR shall cut openings in the newly constructed bulkhead wall to accept stormwater outfalls to the Halifax River in the locations and at the elevations noted on the construction plans. Install new manholes and other structures at the locations noted on the stormwater construction sheets, and place new pipe sections at the ends of the remaining stubs as per the stormwater construction sheets. Construct all temporary pipes, ditching and other drainage structures as indicated on the stormwater construction sheets.

Shop drawings of all structures must be submitted to the ENGINEER in writing for approval before any construction begins. Any products or materials purchased or installed prior to shop drawing approval will need to be replaced at the CONTRACTOR's expense if the corresponding products or materials are not approved by the ENGINEER.

The CONTRACTOR shall be required to make field adjustments to any elevation or dimension that falls outside these acceptable tolerance ranges, and then resubmit survey data to demonstrate that the adjusted item(s) are within acceptable tolerance limits. This work, if necessary, shall be performed by the CONTRACTOR without additional compensation.

SECTION 425 INLETS, MANHOLES, AND JUNCTION BOXES

425-1 Description.

Construct inlets, manholes, and junction boxes from reinforced concrete as shown in the Design Standards and the Plans. Furnish and install the necessary metal frames and gratings. Adjust structures shown in the Plans to be adjusted or requiring adjustment for the satisfactory completion of the work.

For precast structures, meet the requirements in 449-1 (below).

425-2 Composition and Proportioning.

425-2.1 Concrete: For inlets, manholes, and junction boxes, use Class II or IV concrete, as designated in the Plans and Design Standards and as specified in Section 346 (FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)).

425-2.2 Mortar: For brick masonry, make the mortar by mixing one part Portland cement to three parts sand. Miami Oolitic rock screenings may be substituted for the sand, provided the screenings meet the requirements of 902-5.2.3 (FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)) except for gradation requirements. Use materials passing the No. 8 sieve that are uniformly graded from coarse to fine.

425-3 Materials.

425-3.1 General: Meet the following requirements of the FDOT Standard Specifications:

Sand (for mortar)	902
Portland Cement.....	Section 921
Water	Section 923
Reinforcing Steel	931 and 415
Liner Repair Systems	Section 948
Brick and Concrete Masonry Units	Section 949
Castings for Frames and Gratings	962

425-3.2 Gratings, Covers, and Frames: Use gratings and frames fabricated from structural steel or cast iron as designated in the appropriate Design Standard. When “Alt. G” grates are specified in the Plans, provide structural steel grates that are galvanized in accordance with the requirements of ASTM A123.

Use rigid frames and covers either 24 inches or 36 inches or optional three-piece adjustable frames and covers as indicated in FDOT Design Standards, Index No. 201. For three-piece adjustable frames, the inner frame may include replaceable resilient seats to support the cover. In addition, the inner frame shall indicate it is adjustable, by clearly having the word “adjustable” imprinted into the exposed portion of the inner frame so “adjustable” is visible from the roadway after installation.

425-4 Forms.

Design and construct wood or metal forms so that they may be removed without damaging the concrete. Build forms true to line and grade and brace them in a substantial and unyielding manner. Obtain the ENGINEER’s approval before filling them with concrete.

425-5 Precast Inlets, Manholes, and Junction Boxes.

Precast inlets, manholes, and junction boxes, designed and fabricated in accordance with the Plans, the FDOT Design Standards and Section 449 (below) may be substituted for cast-in-place units.

425-6 Construction Methods.

425-6.1 Excavation: Excavate as specified in Item #6. Where unsuitable material for foundations is encountered, excavate the unsuitable material and backfill with suitable material prior to constructing or setting inlets, manholes and junction boxes.

As an option to the above and with the ENGINEER’S approval, the CONTRACTOR may carry the walls down to a depth required for a satisfactory foundation, backfill to 8 inches below the flowline with clean sand and cast a non-reinforced 8 inch floor.

425-6.2 Placing and Curing Concrete: Place the concrete in the forms, to the depth shown in the Plans, and thoroughly vibrate it. After the concrete has hardened sufficiently, cover it with suitable material and keep it moist for a period of three days. Finish the traffic surface in accordance with 522-7.2, or with a simulated broom finish approved by the ENGINEER.

425-6.3 Setting Manhole Castings: After curing the concrete as specified above, set the frame of the casting in a full mortar bed composed of one part portland cement to two parts of fine aggregate.

425-6.3.1 Standard Castings: Set manhole frames in a mortar bed and adjust to grade using brick or concrete grade rings, with a maximum 12 inch adjustment.

425-6.3.2 Optional Adjustable Castings: When using a three-piece adjustable frame and cover, install the frame and cover with brick or concrete grade rings to the base course height. Make adjustments using the inner frame in accordance with the manufacturer's installation recommendations so the inner frame and cover meet the grade and slope of the pavement surface opened to traffic.

425-6.4 Reinforcing Steel: Follow the construction methods for the steel reinforcement as specified in Section 415 of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition).

425-6.5 Laying Brick: Brick masonry may be used if the structure is circular and constructed in place, or for adjustments of rectangular risers up to a maximum 12 inches in height. Saturate all brick with water before laying. Bond the brick thoroughly into the mortar using the shove-joint laying method to lay the brick. Arrange headers and stretchers so as to bond the mass thoroughly. Finish the joints properly as the work progresses and ensure that they are not less than 1/4 inch or more than 3/4 inch in thickness. Do not use spalls or bats except for shaping around irregular openings or when unavoidable at corners.

425-6.6 Backfilling: Backfill as specified in Section 125 of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition), meeting the specific requirements for backfilling and compaction around inlets, manholes, and junction boxes detailed in 125-8.1 and 125-8.2 of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition). However; for outfall lines beyond the sidewalk or future sidewalk area, where no vehicular traffic will pass over the pipe, inlets, manholes, and junction boxes, compact backfill as required in 125-9.2.2 of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition).

425-6.7 Adjusting Structures: Cut down or extend existing manholes, catch basins, inlets, valve boxes, etc., within the limits of the proposed work, to meet the finished grade of the proposed pavement, or if outside of the proposed pavement area, to the finished grade designated in the Plans for such structures. Use materials and construction methods which meet the requirements specified above to cut down or extend the existing structures.

The CONTRACTOR may extend manholes needing to be raised using adjustable extension rings of the type which do not require the removal of the existing manhole frame. Use an extension device that provides positive locking action and permits adjustment in height as well as diameter and

meets the approval of the ENGINEER. When adjusting structures in flexible pavement, restore final road surface in accordance with the FDOT Design Standards, Index No. 307.

425-7 Method of Measurement.

The quantities to be paid for will be (1) the number of inlets, manholes, junction boxes, and yard drains, completed and accepted; and (2) the number of structures of these types (including also valve boxes) satisfactorily adjusted.

SECTION 449

PRECAST CONCRETE DRAINAGE PRODUCTS

449-1 Description.

Precast concrete drainage products hereinafter called products, may include but are not limited to, round concrete pipe, elliptical concrete pipe, underdrains, manholes, endwalls, inlets, junction boxes, three-sided precast concrete culverts, and precast concrete box culverts.

Ensure that all precast drainage products are designed and manufactured in accordance with the requirements of the Contract Documents.

Obtain precast concrete pipes, box culverts, and drainage structures from a plant that is currently on the FDOT list of Producers with Accepted Quality Control Programs. Producers seeking inclusion on the list shall meet the requirements of 105-3 of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition).

At the beginning of each project, provide a notarized certification statement to the ENGINEER from a company designated representative certifying that the plant will manufacture the products in accordance with the requirements set forth in the Contract Documents and plant's Quality Control (QC) Plan. The Quality Control Manager's stamp on each product indicates certification that the product was fabricated in conformance with the CONTRACTOR'S QC Plan, the Contract, and this Section. Ensure that each shipment of precast concrete products to the project site is accompanied with a QC signed or stamped delivery ticket providing the description and the list of the products.

When the producer's Quality Control Program is suspended by FDOT, accept responsibility of either obtaining products from a plant with an approved Quality Control Program, or await re-approval of the plant. The ENGINEER will not allow changes in Contract time or completion dates as a result of the plant's loss of qualification. Accept responsibility for all delay costs or other costs associated with the loss of the plant's qualification.

449-2 Materials.

Ensure that the materials used for the construction of the precast drainage products have a certification statement from the source, showing that they meet the applicable requirements of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition) with the following modifications:

Reinforcing Bar	Section 415
Coarse Aggregate*	Section 901
Fine Aggregate*	Section 902
Portland Cement and blended cement	Section 921
Water	Section 923
Admixtures	Section 924

Pozzolans and slag	Section 929
Gasket Material	Section 942
Blended Hydraulic Cements	AASHTO M 240
Welded Wire Reinforcement	Section 931
Wire for Site Cage Machines	Section 931
Liner Repair Systems	Section 948

*For concrete pipes the gradation requirements of concrete aggregates as set forth in Sections 901 and 902 are not applicable.

449-3 Construction Requirements.

Unless otherwise stipulated within the Contract Documents, meet the following requirements for concrete mix, product design, fabrication, transportation, and installation, as detailed in FDOT Standard Specifications for Road and Bridge Construction (Latest Edition):

Pipe Culverts and Storm Sewers	Section 430
Inlets, Manholes, and Junction Boxes	Section 425 and ASTM C 478
Steel Reinforced Round Concrete Pipe	ASTM C 76
Reinforced Elliptical Concrete Pipe	ASTM C 507

Meet the special requirements for the applicable pipes as described in 449-4 and 449-5.

449-4 Concrete Pipe.

449-4.1 Special Requirements for Steel Reinforced Concrete Pipe: Use pipe meeting the requirements of ASTM C76 with the modifications as described in 449-4.2. Use Special Designed pipe meeting the requirements of ASTM C655. Use Class S pipe meeting the requirements of ASTM C655. Ensure all pipes are properly marked.

449-4.2 Modifications to ASTM C 76 and ASTM C 507: The following supersedes the provisions of ASTM C76 and ASTM C507:

- (a) Ensure all materials used in concrete are certified from the source and conform to the requirements of 449-2.
- (b) Ensure all Joint Reinforcement requirements are in accordance with the Design Standards.
- (c) When membrane curing compounds are used, ensure that the requirements of 925-2 (FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)) are met and the membrane curing compounds are applied in accordance with 400-16 (FDOT Standard Specifications for Road and Bridge Construction (Latest Edition)) immediately after the pipe has been removed from the form.
- (d) Ensure the manufacturer has a suitable apparatus for testing each product in accordance with ASTM C497 and performs all tests outlined in ASTM C497 when requested by the ENGINEER.
- (e) Ensure that the variation of laying lengths of two opposite sides of pipe is not more than 1.04% of the diameter, with a maximum of 1/2 inch in any length of pipe, except where beveled-end pipe for laying on curves is specified.
- (f) Ensure that the type of wall markings is included on all precast pipes.
- (g) Ensure all repairs are made in accordance with Section 449-5.4.

449-4.3 Special Requirements for Non-Reinforced Concrete Pipe: Ensure the requirements of ASTM C985 are met with the following exception: Modify material requirements set forth in ASTM C985 with the material requirements set forth in 449-2. Ensure all pipes are properly marked.

449-4.4 Special Requirements for Reinforced Elliptical Concrete Pipe: Use elliptical concrete pipes conforming to the requirements of ASTM C507, except for the exceptions and modifications as specified in 449-4.2. Ensure the requirements of Table I of ASTM C507 for standard elliptical pipe, the requirements of Class HE-III and Class HE-IV of Table I of ASTM C507 for standard elliptical pipe and special elliptical pipe, respectively are met and the joint design requirements set forth in Article 7 of ASTM C443 are met.

449-4.5 Concrete Underdrain Pipe

Section deleted – not applicable.

449-4.6 Rejection of Concrete Pipe: Specific causes for rejection of concrete pipe, in addition to any failure to meet the general requirements specified in the Contract Documents, are as follows:

- (a) Failure to meet the requirements listed in ASTM C76 for permissible variations in dimensions with the modifications outlined in 449-4.1 and 449-4.2.
- (b) Occurrence of defects listed in ASTM C76.

449-5 Requirements For Pipe Joints When Rubber Gaskets Are To Be Used.

449-5.1 Design of Joint: Use pipe joint of the bell-and-spigot type or the double spigot and sleeve type, meeting the requirements called for in the Design Standards. Ensure the joint is so proportioned that the spigot, or spigots, will readily enter the bell or sleeve of the pipe.

Ensure the joint ring forms for forming the joint surface are made of either heavy steel, cast iron, or aluminum, and accurately machined to the dimensions of the joint. They must be a true circular form within a tolerance of 1/32 inch. Dimensional checks of joint ring form will indicate for each size pipe a length of spigot, or tongue, not more than 1/8 inch shorter than the bell, or groove, depth. The pipe will be so manufactured that joint surfaces are concentric with the inside of the pipe within a tolerance of 3/32 inch. The shape and dimensions of the joint must be such as to provide compliance with the following requirements:

- (a) The joint must be so dimensioned that when the gasket is placed on the spigot it will not be stretched more than 20% of its original length, or the maximum stretch length that is recommended by the manufacturer, whichever is lower.
- (b) The space provided for the gasket must be a groove in the spigot end of the pipe and such space, when the joint is made, it cannot be more than 110% of the volume of the gasket.
- (c) The joint must be designed so that when the outer surface of the spigot and the inner surface of the bell come into contact at some point on the periphery, the diametric deformation in the gasket at the point of contact cannot be greater than 50% of the normal gasket diameter, and the diametric deformation in the gasket at a point opposite the contact point cannot be less than 20% of the normal gasket diameter.
- (d) When the pipes are joined, there must be parallel surfaces on both the bell and the spigot, extending from the outside edge of the gasket toward the bell face for

a distance of not less than 3/4 inch. These parallel surfaces cannot be farther apart than 1/8 inch, when the spigot is centered in the bell. The tapers on these surfaces cannot exceed three degrees.

(e) The inside surface of the bell at the end of the bell must be flared to facilitate joining the pipe sections without damaging or displacing the gasket.

449-5.2 When Rubber Gaskets are Used: Ensure that the pipe joints have been tested at the plant hydrostatically and shown to meet the requirements of Section 6.2 of the FDOT Materials Manual, which is available at the following URL:
<http://www.dot.state.fl.us/specificationsoffice/Implemented/URLinSpecs/files/section62.pdf>

449-5.3 When Profile Rubber Gaskets are Used: Ensure the joint design meets the requirements set forth in Article 7 of ASTM C443.

449-5.4 Tolerances in Imperfections, and Permissible Repairs for Joint of Concrete

Gasketed Pipe: Ensure that all surfaces of near contact of the jointed pipes are free from air holes, chipped or spalled concrete, laitance, and other such defects. Pipes showing minor manufacturing imperfections or handling injuries to the bell or spigot may be acceptable if such defects are acceptably repaired as prescribed below.

Individual air holes (trapped air), or spalled areas with a length of up to one-half the pipe radius, or 12 inches whichever is less, may be repaired by careful use of a hand-placed, stiff, pre-shrunk, 1-to-1 mortar of cement and fine sand, and with no additional preparation other than a thorough washing with water of the defect. Curing will be done either by moisture curing under wet burlap or by application of an approved membrane curing compound. Such repaired pipe which is sound, properly finished and cured, and which otherwise conforms to specification requirements will be acceptable.

Exposed reinforcing and minor spalling in the spigot groove may be accepted if repaired in the following manner: The spalled areas will be chipped back to solid concrete. Exposed reinforcing will be cleaned of all laitance and scale. The entire area is to be coated with an approved epoxy at a thickness of 5 to 10 mils. The coating must be smooth and conform to the shape of the groove. The epoxy must be a Type F-1 as specified in Section 926 of the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition).

The CONTRACTOR shall note that concrete for the wall connection structures (reference **Item 13 Wall Connection**) has a specific mix design – see sheet C-18 of the construction plans. The CONTRACTOR shall submit a mix design and technical data sheets for the reinforcing steel to the ENGINEER for approval prior to ordering concrete and reinforcing steel, or to casting the structures.

The bid price for **Item 13 Wall Connection** shall include the cost to furnish and install manatee protection grates at the discharge ends of all outfalls. Manatee grates shall meet the requirements of FDOT Standard Plans Index 430-001. Grates shall be aluminum and mount to the wall connections with stainless steel hardware. Nylon

washers shall be used at fastener locations to prevent stainless steel and aluminum materials from physically contacting one another.

For **Item 14 Inline Check Valve**, the CONTRACTOR shall furnish Tideflex Checkmate Ultraflex (or approved equal) check valves. Check valves shall be installed in accordance with the manufacturer's instructions. All metal hardware and fasteners shall be stainless steel. The CONTRACTOR shall submit shop drawings and installation instructions for the selected valves to the ENGINEER for approval prior to ordering or installing valves. Any check valves installed without this approval shall be removed and replaced by the CONTRACTOR at no additional expense to the CITY. All manufacturer's warranty documents and inspection/maintenance instructions for check valves must be submitted to the CITY prior to project close-out.

For the 24" RCP located at Station 0+26.25 (see Sheet C-08 of the construction plans), connect new pipe to existing pipe in accordance with FDOT Standard Plans Index 430-001. Construct wall connection in accordance with the construction plans (reference **Item 13 Wall Connection**); do **not** furnish and install inline check valve (reference **Item 14 Inline Check Valve**) at this location.

The bid prices for Items 12 through 18 shall include all costs associated with dewatering to allow proper construction of these structures; dewatering measures to be paid for include, but are not limited to, pumps, well point systems, and temporary berms and/or sheet pile cofferdams. The CONTRACTOR is responsible for ensuring that discharges from dewatering activities do not violate state water quality standards with regard to turbidity. The CONTRACTOR is responsible for complying with all state, OSHA and other federal regulations governing trench and excavation safety.

The CONTRACTOR shall furnish ditch lining rubble riprap with type D-2 geotextile fabric meeting the requirements of Section 530 of the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition)*. The CONTRACTOR shall submit technical data sheets for the rock and geotextile fabric to the ENGINEER for approval prior to ordering or placing any materials.

The basis of payment for **Item 12 Manhole, FDOT Type P-7** is per EACH.

The basis of payment for **Item 13 Wall Connection** is per EACH.

The basis of payment for **Item 14 Inline Check Valve** is per EACH.

The basis of payment for **Item 15 15" RCP** is per LINEAR FOOT.

The basis of payment for **Item 16 18" RCP** is per LINEAR FOOT.

The basis of payment for **Item 17 24" RCP** is per LINEAR FOOT.

The basis of payment for **Item 18 30" RCP** is per LINEAR FOOT.

The basis of payment for **Item 19 60" RCP** is per LINEAR FOOT.

Item 20 Pedestrian Bridge Restoration:

The bid price for this item shall include the required manpower, equipment and materials needed to reconstruct the segment of the pedestrian bridge across the Halifax River that was removed during demolition as noted in the construction plans.

All timber must be free of splinters, cracks, knots or sap. All timber must be treated with wood preservative products as indicated in the plans, to the treatment retention

levels indicated in the plans, and must be southern yellow pine (SYP) meeting the grade requirements indicated in the plans. Any timber deemed unsuitable by the ENGINEER will be replaced at the CONTRACTOR's expense.

All hardware used for the construction of the dock system must be 316 stainless steel; under no circumstances will any alternative materials be accepted. The CONTRACTOR shall ensure that all handrail components fit tightly and are sanded, beveled and finished as needed to eliminate the potential for injury to accessory dock users from gouges or contact with sharp edges.

The bid price for this item shall include the required manpower, equipment and materials needed to purchase and properly install the 12" Square FDOT Grade prestressed concrete piles at the locations identified in the plans. The CONTRACTOR shall furnish prestressed concrete piles meeting the specifications and requirements of Section 455 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition), of the length specified in the construction plans. The CONTRACTOR is responsible for providing an installation method that will attain the indicated embedment depth. Piling should be properly supported during transportation and installation, and the CONTRACTOR will be responsible for rejecting any delivered pilings that are damaged to the extent that they are not usable. Any damaged pilings that are installed shall be removed and replaced at the direction of the ENGINEER, at no additional cost to the CITY.

If solid rock, debris or refusal is encountered prior to achieving design tip elevation, the final two (2) feet of the pile must be tool punched into the strata. The ENGINEER will make the final determination on if refusal is encountered.

Absolutely no piles shall be cut to design top elevation, beyond the top six (6) inches of the pile which is damaged by driving, without prior written approval of the ENGINEER. If the CONTRACTOR requests to cut off piles, the piles must remain "in-place, as-is", and the ENGINEER notified a minimum of 72 hours in advance so a site visit and recommendations based on observed field conditions can be made. Any pile cut off without prior written approval from the ENGINEER shall be removed and replaced at the CONTRACTOR's expense.

The CONTRACTOR shall maintain a pile driving log on the site at all times, and this log shall be available for inspection by the CITY or the ENGINEER on request. The information to be recorded in the log shall be per "Sheet Piling and Composite/Concrete Piling Installation" Note 10 of the General Notes, Sheet C-24 of the construction plans. The CONTRACTOR shall submit the final pile driving logs prior to project closeout so the ENGINEER may review them prior to final project acceptance. The ENGINEER shall not make a structural certification without this submittal.

Shop drawings, technical data sheets and the FDOT certification for the pre-cast plant supplying the prestressed concrete piles must be submitted to the ENGINEER for approval prior to manufacturing, purchase or installation. The CONTRACTOR is responsible for ensuring required submittals are made promptly so that fabrication time for the piles does not adversely impact the project schedule. Any products or materials manufactured, purchased or installed prior to shop drawing approval will

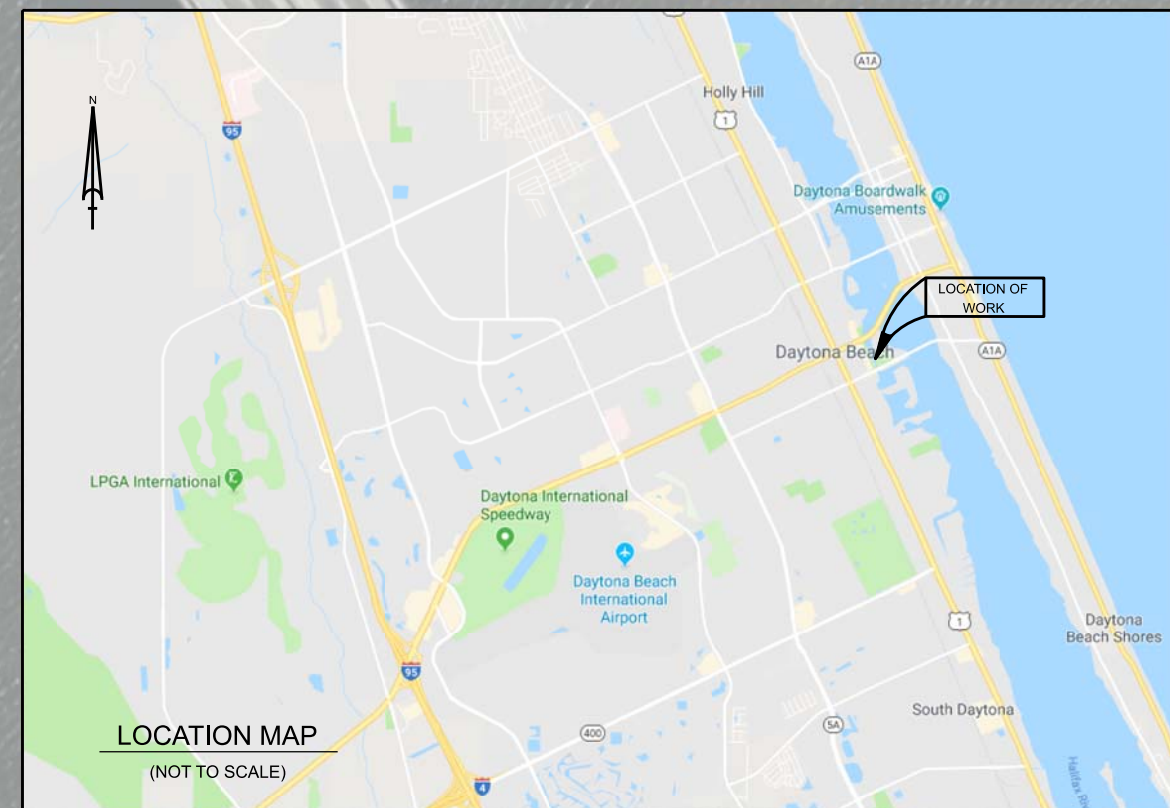
need to be replaced at the CONTRACTOR's expense if corresponding shop drawings are not approved by the ENGINEER.

The basis of payment for **Pedestrian Bridge Restoration** shall be LUMP SUM.

Survey

MAP SHOWING A HYDROGRAPHIC & TOPOGRAPHIC SURVEY OF:

A PORTION OF THE HALIFAX RIVER AND RIVERFRONT PARK DAYTONA BEACH, VOLUSIA COUNTY, FLORIDA.



SHEET 2

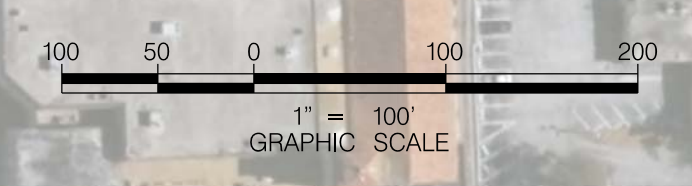
SHEET 3

HALIFAX RIVER

ARC 1, 1/2" IRON PIPE
STAMPED "LB 6487"
E 650,281.83
N 1,773,030.39
ELEV = 3.374 (NAVD88)

CGS BRASS DISK
"X 31 1932"

- SURVEY NOTES:**
1. THE PURPOSE OF THIS SURVEY IS TO LOCATE AND DISPLAY FEATURES INCLUDING BATHYMETRY AND TOPOGRAPHIC DETAIL OF RIVERFRONT PARK.
 2. THIS SURVEY WAS COMPLETED IN FIELD ON JUNE 7, 2019.
 3. ALL MEASUREMENTS AND POSITIONS SHOWN HEREON ARE IN U.S. SURVEY FEET, AND WERE OBTAINED WITH REAL TIME KINEMATIC (RTK) SURVEYING TECHNIQUES. POSITIONS ESTABLISHED FOR THE GPS BASE STATION WERE COMPUTED USING AN NGS OPUS DERIVED SOLUTION.
 4. A TELEDYNE ODOM CV100 ECHO SOUNDER OPERATING AT 200 KHz FREQUENCY WAS UTILIZED FOR HYDROGRAPHIC DATA ACQUISITION. DEPTH POSITIONING OBTAINED UTILIZING DGPS POSITIONING TECHNIQUES.
 5. THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES LISTED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME.
 6. COORDINATES SHOWN HEREON ARE GRID, BASED ON STATE PLANE COORDINATES NORTH AMERICAN DATUM (NAD) 1983, FLORIDA EAST ZONE, AND ARE REFERENCED TO A PUBLISHED CGS BRASS DISK STAMPED, X 31 1932, HAVING PUBLISHED COORDINATES OF, E 649,775.88 N 1,774,089.18.
 7. ELEVATIONS SHOWN HEREON ARE BASED UPON NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88), AND ARE REFERENCED TO A CGS BRASS DISK STAMPED, X 31 1932, HAVING A PUBLISHED ELEVATION OF 3.92 (NAVD88).
 8. AERIAL IMAGERY WAS OBTAINED FROM LABINS.ORG, DATED 2015.
 9. PARCEL LINES AND RIGHT OF WAY LINES SHOWN HEREON ARE APPROXIMATE ONLY AND HAVE NOT BEEN FIELD VERIFIED.
 10. THIS SITE HAS A MEAN HIGH WATER (MHW) ELEVATION OF 0.05 (NAVD88), AND A MEAN LOW WATER (MLW) ELEVATION OF -0.76 (NAVD88) PER LABINS TIDE INTERPOLATION POINT 3929.



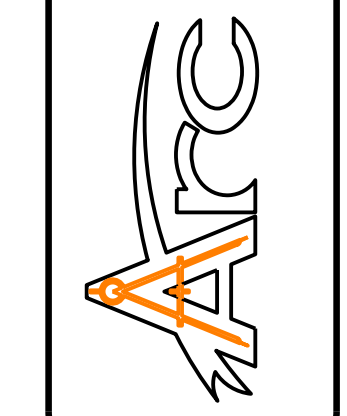
Richard J. Sawyer
Professional Surveyor and Mapper No. 6131
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

DATE	BY	REVISION

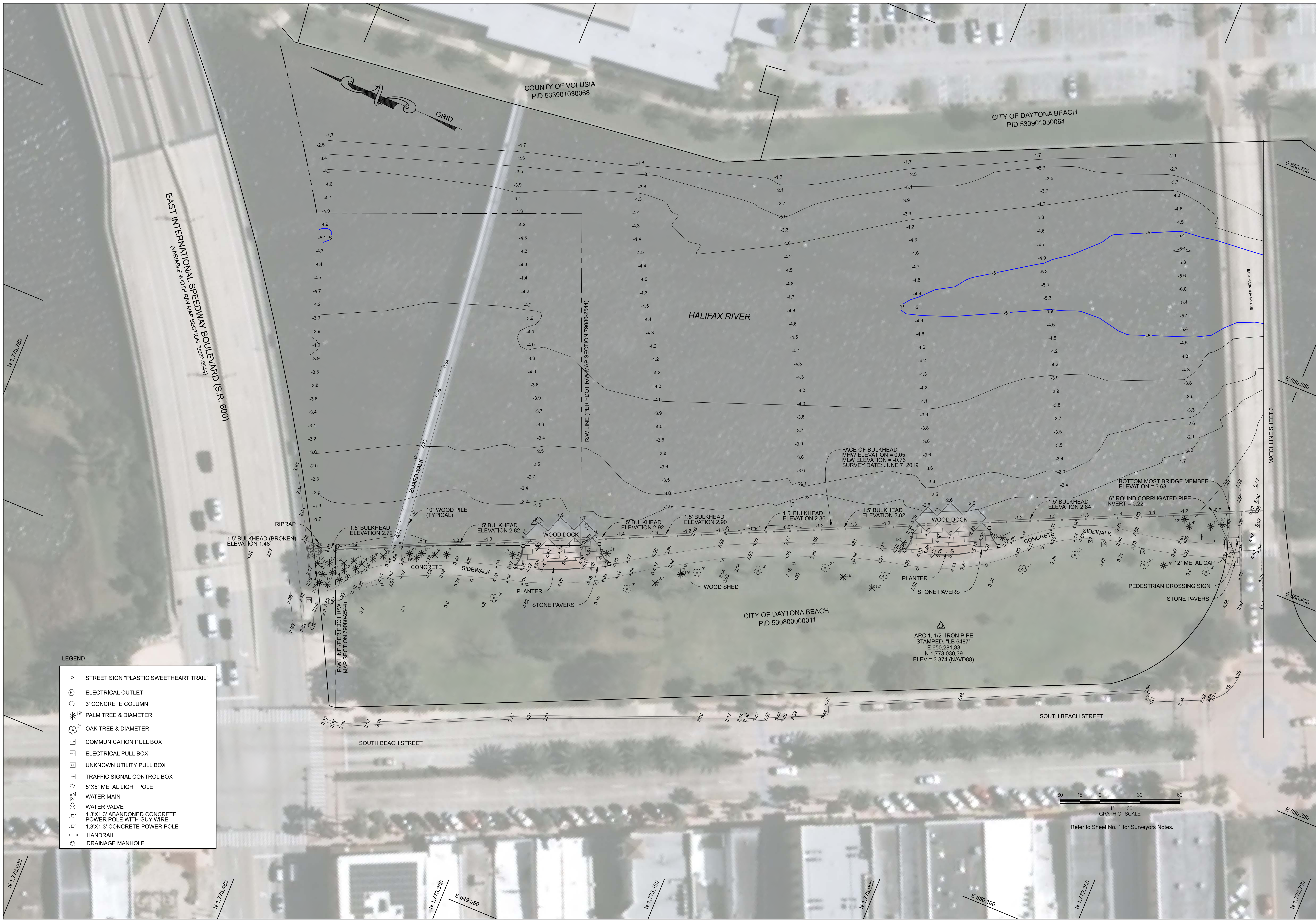
Project Title:
Survey of the Halifax River and Riverfront Park, Daytona Beach, Florida

Prepared For:
Dredging & Marine Consultants, LLC
201 South 2nd Street, Suite 115
Fort Pierce, Florida 34950

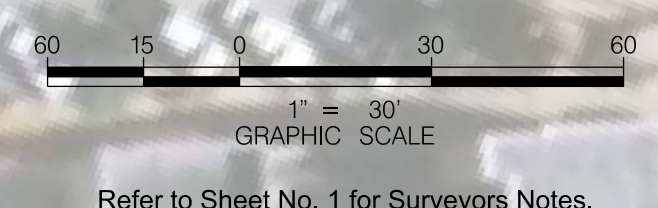
Arc Surveying & Mapping, Inc.
Professional Hydrographers • Surveyors • Mappers
5202 San Juan Avenue
Jacksonville, Florida 32210
904.384.8377



LB No. 6487
Drawn By: M. SAWYER
Scale: SEE SHEET
Plot Date: 06/26/19
Checked By: R. SAWYER
Fld Bk / Pg: NA
ARC Project No.: 19-04-28



- LEGEND**
- STREET SIGN "PLASTIC SWEETHEART TRAIL"
 - ELECTRICAL OUTLET
 - 3' CONCRETE COLUMN
 - PALM TREE & DIAMETER
 - OAK TREE & DIAMETER
 - COMMUNICATION PULL BOX
 - ELECTRICAL PULL BOX
 - UNKNOWN UTILITY PULL BOX
 - TRAFFIC SIGNAL CONTROL BOX
 - 5'x5' METAL LIGHT POLE
 - WATER MAIN
 - WATER VALVE
 - 1.3'x1.3' ABANDONED CONCRETE POWER POLE WITH GUY WIRE
 - 1.3'x1.3' CONCRETE POWER POLE
 - HANDRAIL
 - DRAINAGE MANHOLE



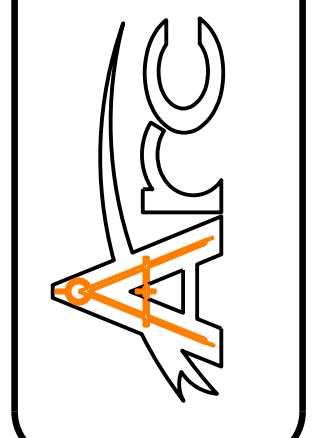
Refer to Sheet No. 1 for Surveyors Notes.

DATE	BY	REVISION

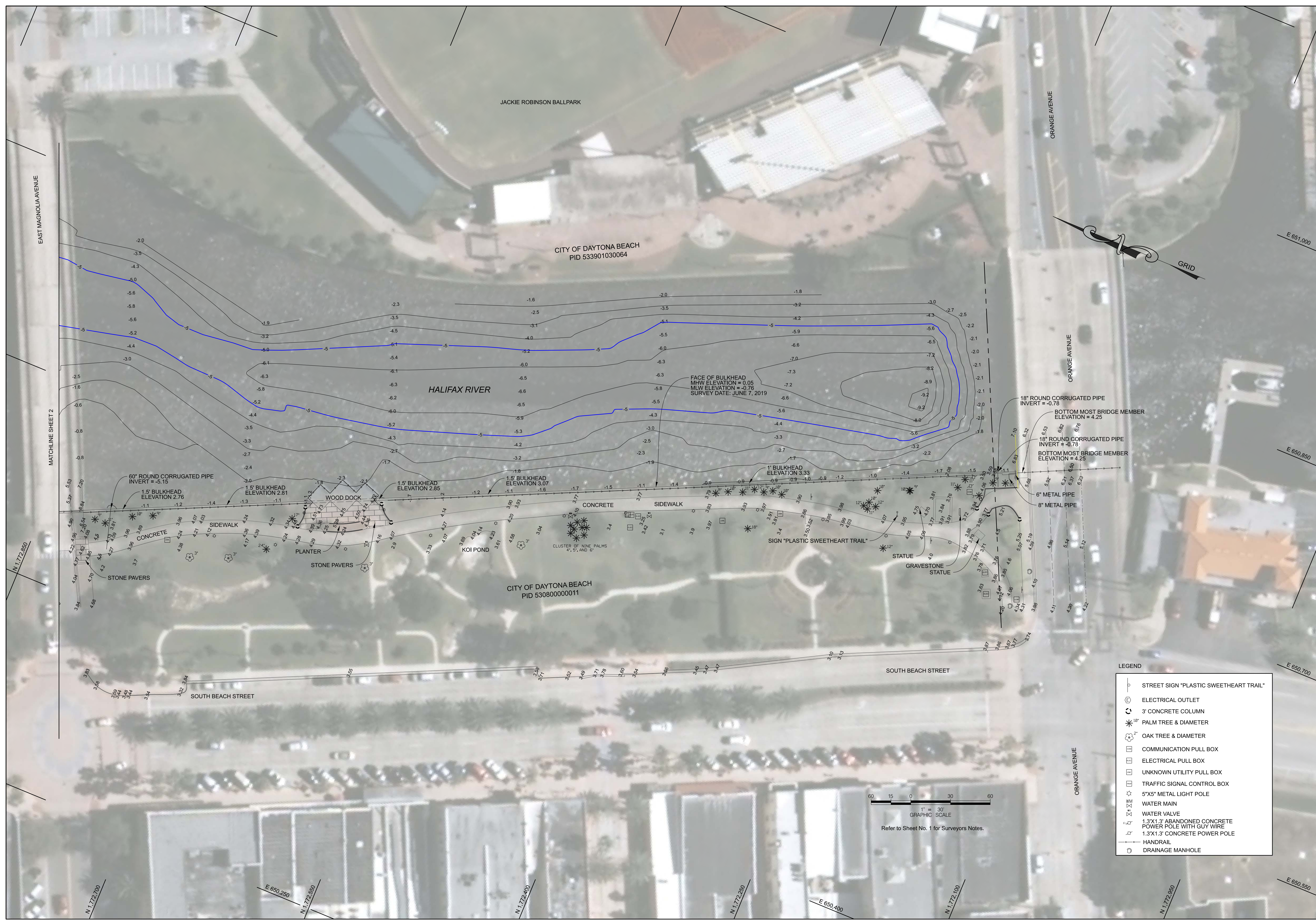
Project Title:
 Survey of the Halifax River
 and Riverfront Park,
 Daytona Beach, Florida

Prepared For:
Dredging & Marine Consultants, LLC
 201 South 2nd Street, Suite 115
 Fort Pierce, Florida 34950

Arc Surveying & Mapping, Inc.
 Professional Hydrographers • Mappers
 5202 San Juan Avenue
 Jacksonville, Florida 32210
 904.384.8377



LB No. 6487
Drawn By: M. SAWYER
Scale: SEE SHEET
Plot Date: 06/26/19
Checked By: R. SAWYER
Flt Bk / Pg: NA
ARC Project No.: 19-04-28
SHEET: 2 OF 3



LEGEND

	STREET SIGN "PLASTIC SWEETHEART TRAIL"
	ELECTRICAL OUTLET
	3' CONCRETE COLUMN
	10" PALM TREE & DIAMETER
	OAK TREE & DIAMETER
	COMMUNICATION PULL BOX
	ELECTRICAL PULL BOX
	UNKNOWN UTILITY PULL BOX
	TRAFFIC SIGNAL CONTROL BOX
	5'X5' METAL LIGHT POLE
	WATER MAIN
	WATER VALVE
	1.3'X1.3' ABANDONED CONCRETE POWER POLE WITH GUY WIRE
	1.3'X1.3' CONCRETE POWER POLE
	HANDRAIL
	DRAINAGE MANHOLE

DATE	BY	REVISION

Project Title:
Survey of the Halifax River
and Riverfront Park,
Daytona Beach, Florida

Prepared For:
Dredging & Marine Consultants, LLC
201 South 2nd Street, Suite 115
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Arc

LB No. 6487
Drawn By: M. SAWYER
Scale: SEE SHEET
Plot Date: 06/26/19
Checked By: R. SAWYER
Fld Bk / Pgt: NA
ARC Project No.:
19-04-28
SHEET: 3 OF: 3

Geotechnical Report



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

June 20, 2019

Mr. Shailesh Patel, P.E.
Dredging & Marine Consultants
4643 South Clyde Morris Blvd, Suite 302
Port Orange, FL 32129

Reference: **SUBSURFACE EVALUATION**
Daytona Beach Bulkhead Design
Daytona Beach, Volusia County, Florida
UES Project No. 0430.1900118.0000 and Report No. 134898

Dear Mr. Patel:

Universal Engineering Sciences (UES) has completed the subsurface evaluation for the subject project located in Daytona Beach, Florida. This letter presents the results of our field exploration and associated engineering evaluation. We understand the proposed construction will consist of replacing the marina bulkhead walls. It was requested we determine the subsurface conditions along the perimeter of the walls and provide soil design parameters to aid in design.

FIELD EXPLORATION

Four (4) Standard Penetration Test (SPT) borings were performed to depths varying between approximately 45 and 50 feet below grade at the locations shown on the attached Boring Location Plan. We also performed thirty (30) muck probes adjacent to the existing bulkhead wall to evaluate the upper soil layers for the presence of surficial muck. The muck probes were performed using a thin metal probe rod being physically pushed through the muck until resistance is encountered. The soil borings were performed in accordance with the procedures of ASTM D-1586. The soil samples recovered from the soil test borings were returned to our laboratory and a UES Engineer visually examined and reviewed the field descriptions. The samples were visually classified in accordance with the Unified Soil Classification System (USCS). Tests consisting of percent passing a No. 200 sieve and natural moisture content determination were performed to aid in classification of the soils.

The soils encountered at the borings indicated the presence of topsoil within the upper approximate 1.0 foot underlain by intermittent layers of very loose to medium dense fine sand with trace of silt and shell fragments (SP), fine sand with silt, few roots and trace of shell fragments (SP-SM), silty fine sand with trace of shell fragments (SM), very silty fine sand with trace of shell fragments (SM), very clayey fine sand (SC) and silt with trace of shell fragments (ML) to approximately 17.0 feet below existing grade. This layer is further underlain by intermittent layers of very loose to very dense fine sand (SP), fine sand with trace of silt and many shell fragments (SP), fine sand with silt and some shell fragments (SP-SM), silty fine sand with many shell fragments (SM), very silty fine sand with clay (SM), sandy silt (ML), medium clay with trace of shell fragments (CH) and stiff clay with silt and few shell fragments (CH) to the borings deepest termination depth of approximately 50 feet below existing grade. As an exception, within test boring location B-3, we encountered a layer of fine sand with silt and many roots (PT), from approximately 2.5 to 4.0 feet below existing grade.

The groundwater was observed at depths varying between approximately 3.0 and 4.0 feet below ground surface. Groundwater levels will vary with tidal fluctuation. The measured groundwater levels at the boring locations are presented on the attached Subsurface Profiles, Appendix A. Groundwater levels will fluctuate with change in tide levels, rainfall and other interrelated factors.

RECOMMENDATIONS

General soil design parameters for bulkhead wall design consisting of phi angle (degrees), soil unit weight (lb/cubic ft.), Cohesion (lb/square ft.) and Earth Pressure coefficients are provided on the attached Soil Design Parameters, Appendix B. The contractor should take into consideration the dense soil conditions with respect to installation.

CONCLUSION

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES


Patrick Clark
Project Engineer



CC: Ms. Kristy Michaels; Dredging & Marine Consultants

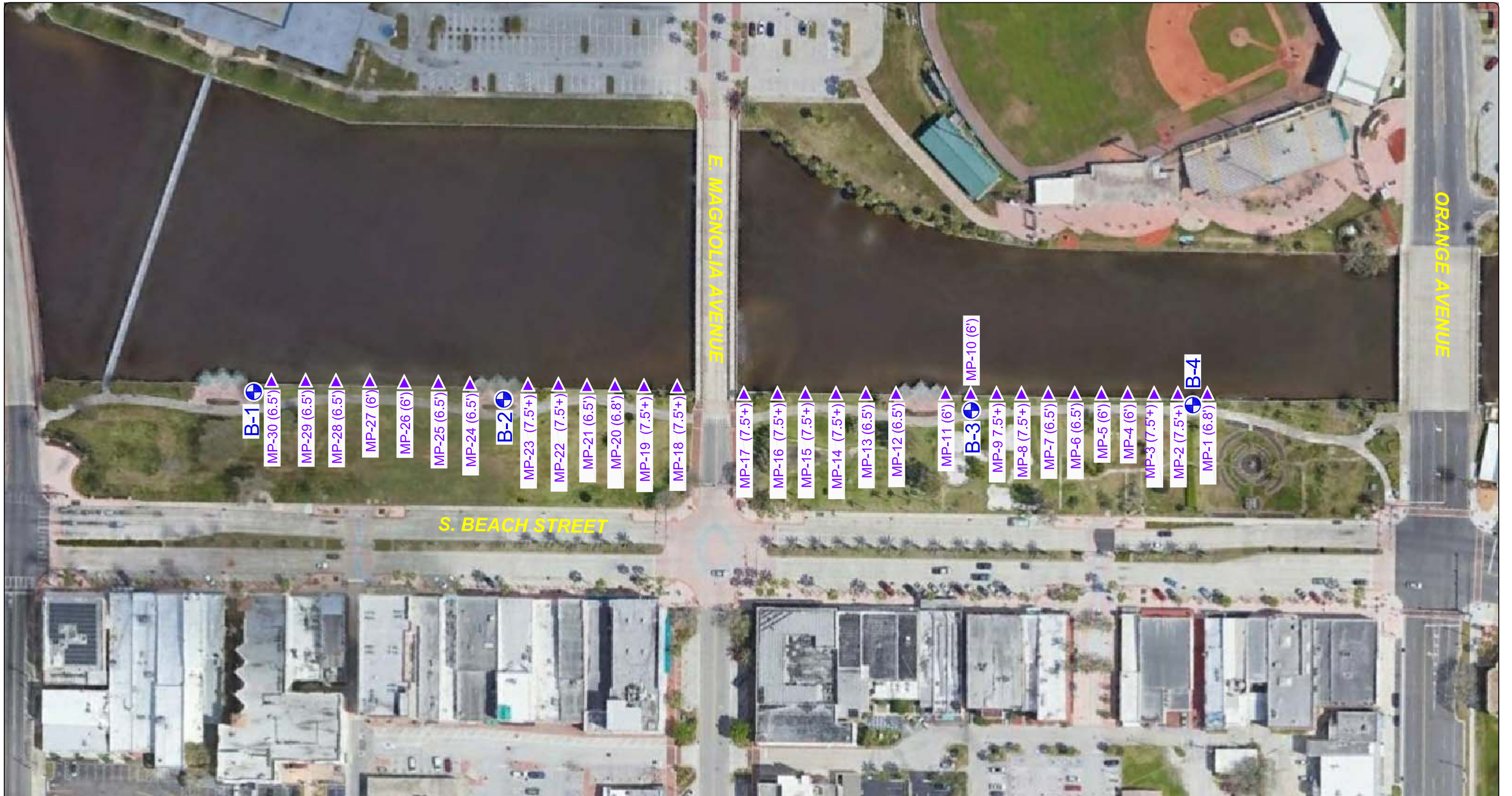
Attachments

PC/BCP/cme



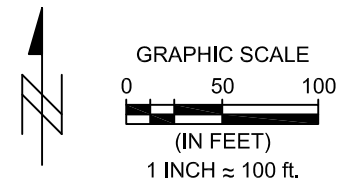
APPENDIX A

**BORING LOCATION PLAN
SUBSURFACE PROFILES
SOILS CLASSIFICATION CHART**

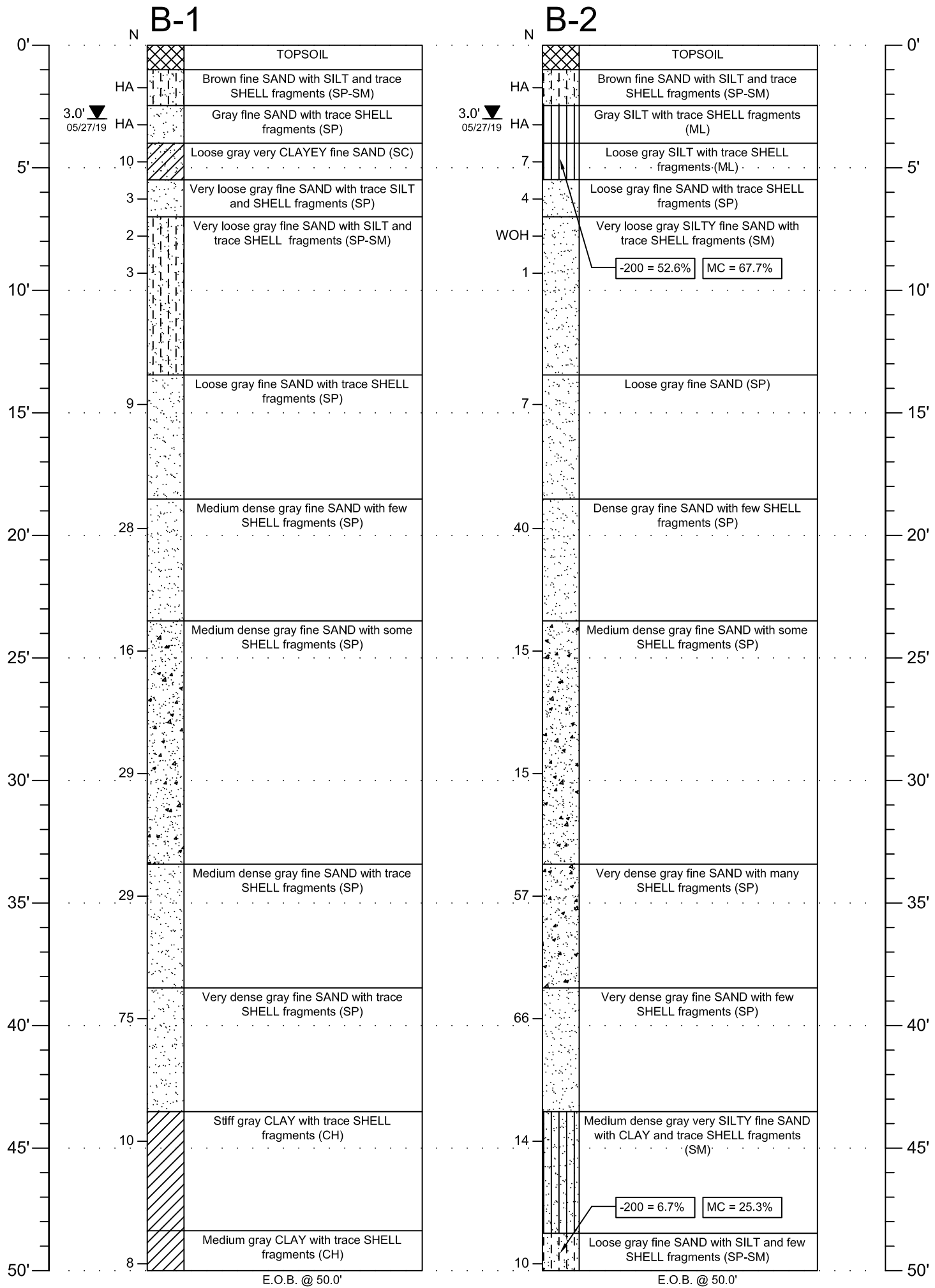


LEGEND

- Blue circle with crosshair: APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING
- Purple triangle: APPROXIMATE LOCATION OF MUCK PROBE (THICKNESS)

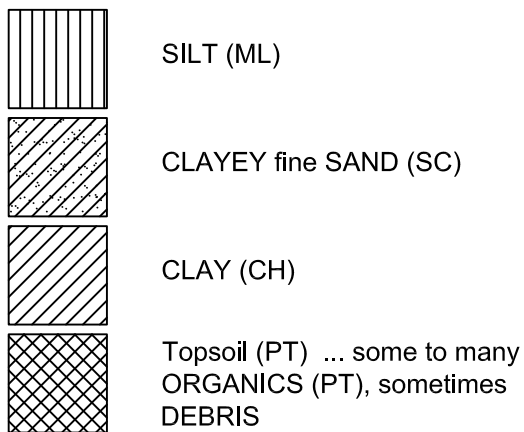
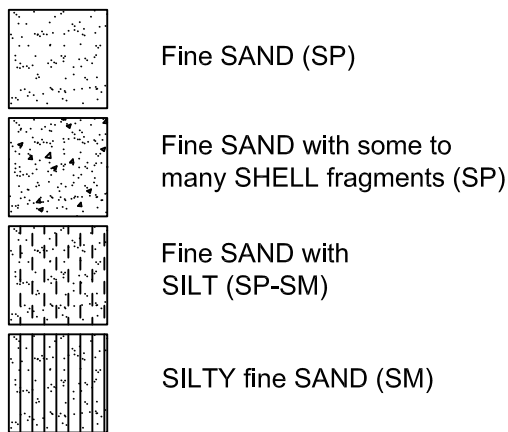


PROJECT:				TITLE:	
<p align="center">GEOTECHNICAL EVALUATION DAYTONA BEACH BULKHEAD DESIGN DAYTONA BEACH, FLORIDA</p>				<p align="center">BORING LOCATION PLAN</p>	
DRAWN BY:	MKL	DATE:	06/20/19	PROJECT NO.:	0430.1900118.0000
CHECKED BY:	BP	DATE:	06/20/19	REPORT NO.:	134898
				SCALE:	1" ≈ 100'
				PAGE/FIG. NO.:	A-1



E.O.B. @ 50.0'

E.O.B. @ 50.0'



NOTES:

- ▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
- (SP) Unified Soil Classification System
- EOB End of Boring
- N Penetr. Resistance, Blows/ft.
- HA Hand Auger Method
- WOH Weight of Hammer
- 200 % Passing No. 200 Sieve
- MC % Moisture Content



UNIVERSAL
ENGINEERING SCIENCES

PROJECT:

GEOTECHNICAL EVALUATION
DAYTONA BEACH BULKHEAD DESIGN
DAYTONA BEACH, FLORIDA

TITLE:

SUBSURFACE PROFILES

DRAWN BY:

MKL

DATE:

06/05/19

PROJECT NO.:

0430.1900118.0000

SCALE:

NA (In feet)

PAGE/FIG. NO.:

A-2

CHECKED BY:

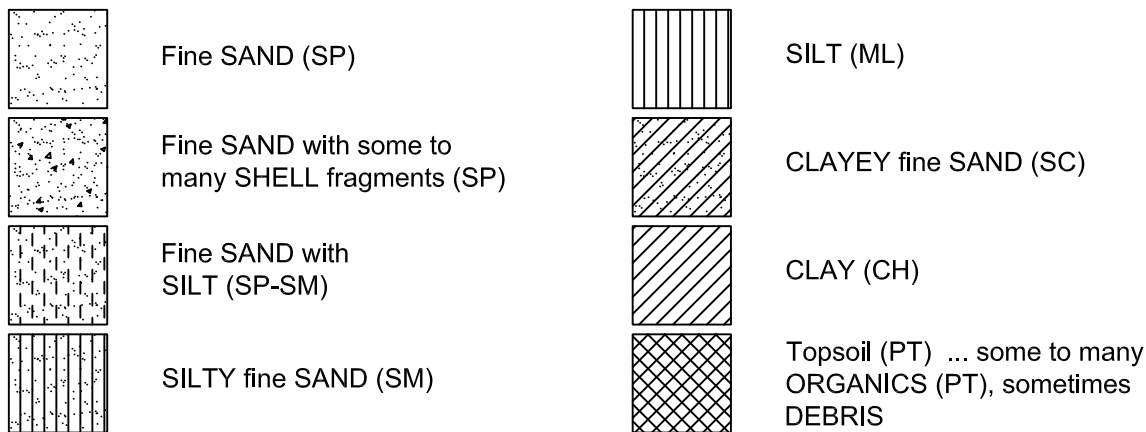
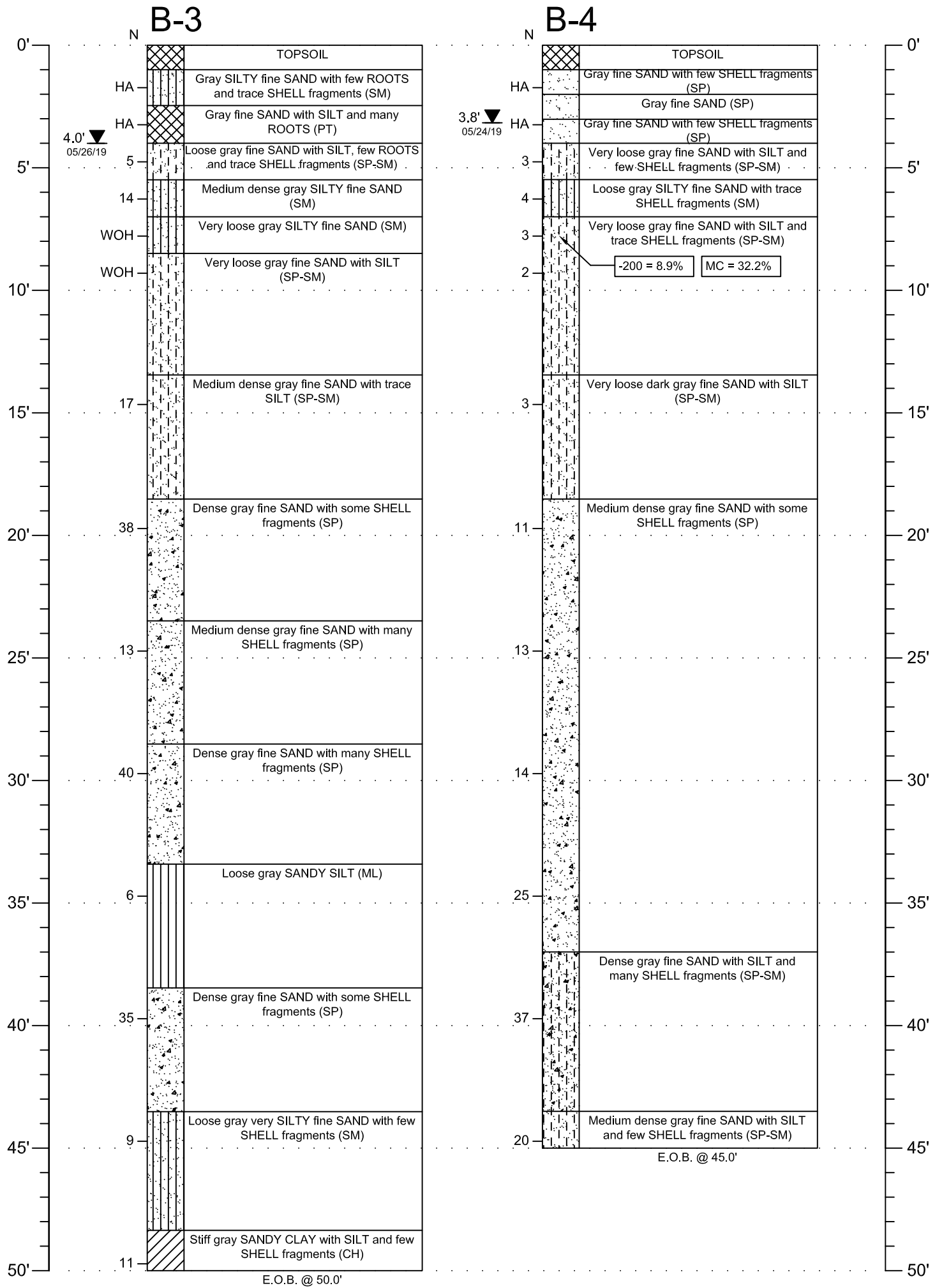
BP

DATE:

06/05/19

REPORT NO.:

134898



NOTES:

- ▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
- (SP) Unified Soil Classification System
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- 200 % Passing No. 200 Sieve
- MC % Moisture Content



PROJECT: GEOTECHNICAL EVALUATION DAYTONA BEACH BULKHEAD DESIGN DAYTONA BEACH, FLORIDA			
DRAWN BY: MKL	DATE: 06/05/19	PROJECT NO.: 0430.1900118.0000	
CHECKED BY: BP	DATE: 06/05/19	REPORT NO.: 134898	

TITLE: SUBSURFACE PROFILES	
SCALE: NA (In feet)	PAGE/FIG. NO.: A-3



SYMBOLS	
SYMBOL	DESCRIPTION
N	No. of blows of a 140-lb weight falling 30 inches required to drive standard spoon 1 foot.
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
EOB	End Of Boring
BT	Boring Terminated
-200	Fines Content or % Passing No. 200 Sieve
MC	Moisture Content
LL	Liquid Limit
PI	Plasticity Index
K	Coefficient of Permeability
O.C.	Organic Content
▽	Estimated seasonal high groundwater level
▼	Measured groundwater level at time of drilling

UNIFIED CLASSIFICATION SYSTEM				
MAJOR DIVISIONS		GROUP SYMBOLS	TYPICAL NAMES	
COARSE-GRAINED SOILS More than 50% retained on No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GP	Well-graded gravels and gravel-sand mixtures, little or no fines
			GM	Silty gravels, gravel-sand-silt mixtures
		SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS	SW**
	SANDS WITH FINES		SP**	Well-graded sands and gravelly sands, little or no fines
	FINE-GRAINED SOILS 50% or more passes No. 200 sieve**	SILTS AND CLAYS Liquid limit 50% or less	SANDS WITH FINES	SM**
SC**				Clayey sands, sand-clay mixtures
SILTS AND CLAYS			ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
SILTS AND CLAYS Liquid limit greater than 50%		SANDS WITH FINES	OL	Organic silts and organic silty clays of low plasticity
			MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
		SILTS AND CLAYS	CH	Organic clays or high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
		PT	Peat, muck and other highly organic soils	

* Based on the material passing the 3-in. (75 mm) sieve.
** Use dual symbol (such as, SP-SM and SP-SC) for soil with more than 5% but less than 12% passing through No. 200 sieve.

RELATIVE DENSITY (sand-silt)
Very Loose - Less Than 4 Blows/Ft.
Loose - 4 to 10 Blows/Ft.
Medium - 11 to 30 Blows/Ft.
Dense - 31 to 50 Blows/Ft.
Very Dense - More Than 50 Blows/Ft.

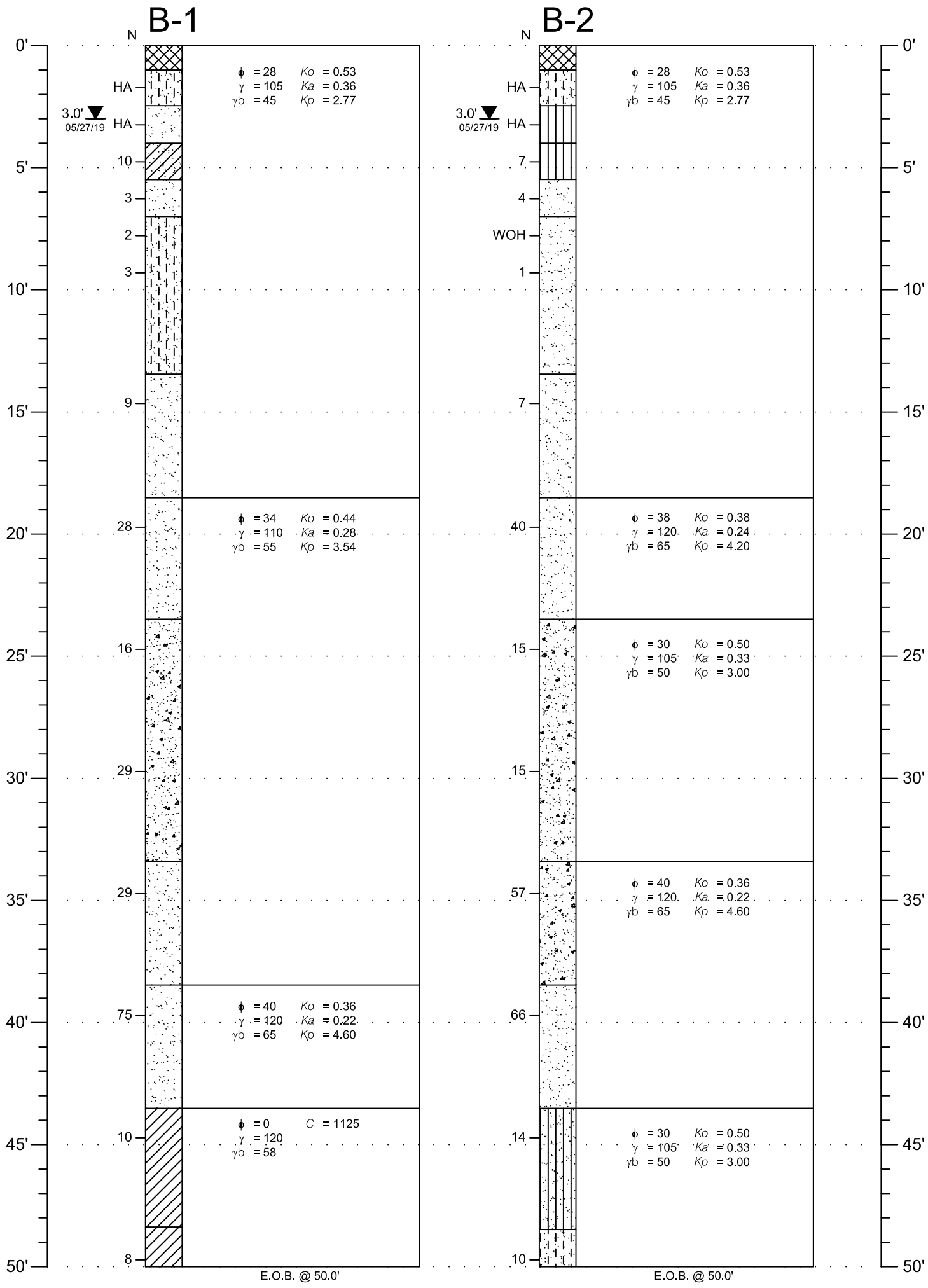
CONSISTENCY (clay)
Very Soft - Less than 2 Blows/Ft.
Soft - 2 to 4 Blows/Ft.
Medium - 5 to 8 Blows/Ft.
Stiff - 9 to 15 Blows/Ft.
Very Stiff - 16 to 30 Blows/Ft.
Hard - More Than 30 Blows/Ft.

RELATIVE HARDNESS (Limestone)
Soft - 100 Blows for more than 2"
Hard - 100 Blows for less than 2"

MODIFIERS
These modifiers provide our estimate of the amount of minor constituents (SILT or CLAY sized particles) in the soil sample.
Trace - 5% or less
With SILT or with CLAY - 6% to 11%
SILTY or CLAYEY - 12% to 30%
Very SILTY or Very CLAYEY - 31% to 50%
These modifiers provide our estimate of the amount of organic components in the soil sample.
Trace - 1% to 2%
Few - 3% to 4%
Some - 5% to 8%
Many - Greater than 8%
These modifiers provide our estimate of the amount of other components (Shell, Gravel, Etc.) in the soil sample
Trace - 5% or less
Few - 6% to 12%
Some - 13% to 30%
Many - 31% to 50%

APPENDIX B

SOIL DESIGN PARAMETERS GENERAL CONDITIONS



- Fine SAND (SP)
- Fine SAND with some to many SHELL fragments (SP)
- Fine SAND with SILT (SP-SM)
- SILTY fine SAND (SM)
- SILT (ML)
- CLAYEY fine SAND (SC)

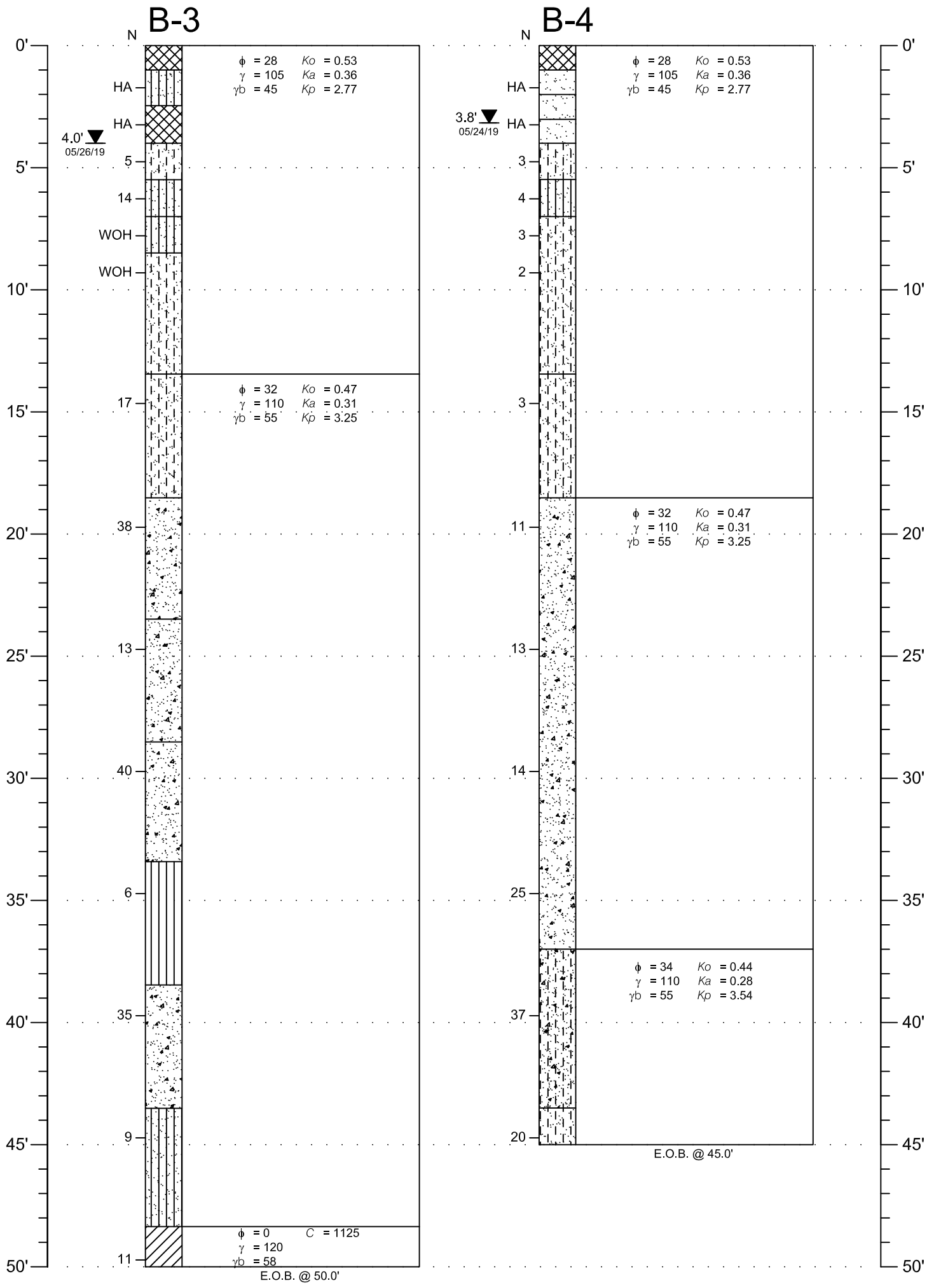
- CLAY (CH)
- Topsoil (PT) ... some to many ORGANICS (PT)

NOTES:

- ▼ Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
- (SP) Unified Soil Classification System
- EOB End of Boring
- N Penetr. Resistance, Blows/ft.
- HA Hand Auger Method
- WOH Weight of Hammer
- 200 % Passing No. 200 Sieve
- MC % Moisture Content

- ϕ = Angle of Internal Friction (degrees)
- γ = Effective Unit Weight (PCF)
- γ_b = Unit Weight Below Water Table (PCF)
- K_a = Coefficient of Active Lateral Earth Pressure
- K_p = Coefficient of Passive Lateral Earth Pressure
- K_o = Coefficient at Rest Lateral Earth Pressure
- C = Cohesion (psf)

 UNIVERSAL ENGINEERING SCIENCES	PROJECT: GEOTECHNICAL EVALUATION DAYTONA BEACH BULKHEAD DESIGN DAYTONA BEACH, FLORIDA			TITLE: SOIL DESIGN PARAMETERS		
	DRAWN BY: MKL	DATE: 06/05/19	PROJECT NO.: 0430.1900118.0000	SCALE: NA (In feet)		APPENDIX: B-1
	CHECKED BY: BP	DATE: 06/05/19	REPORT NO.: 134898			



- Fine SAND (SP)
 - Fine SAND with some to many SHELL fragments (SP)
 - Fine SAND with SILT (SP-SM)
 - SILTY fine SAND (SM)
 - SILT (ML)
 - CLAYEY fine SAND (SC)
 - CLAY (CH)
 - Topsoil (PT) ... some to many ORGANICS (PT)
- NOTES:**
- Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling
 - (SP) Unified Soil Classification System
 - EOB End of Boring
 - N Penetr. Resistance, Blows/ft.
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- ϕ = Angle of Internal Friction (degrees)
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- K_p = Coefficient of Passive Lateral Earth Pressure
- K_o = Coefficient at Rest Lateral Earth Pressure
- C = Cohesion (psf)

 UNIVERSAL ENGINEERING SCIENCES	PROJECT: GEOTECHNICAL EVALUATION DAYTONA BEACH BULKHEAD DESIGN DAYTONA BEACH, FLORIDA			TITLE: SOIL DESIGN PARAMETERS	
	DRAWN BY: MKL	DATE: 06/05/19	PROJECT NO.: 0430.1900118.0000	SCALE: NA (In feet)	
	CHECKED BY: BP	DATE: 06/05/19	REPORT NO.: 134898		

Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

Permits

August 30, 2019

James Nelson
City of Daytona Beach
950 Bellevue Avenue
Daytona Beach, FL 32114
NelsonJames@codb.us

File No.: 0378955-001-EE, Riverfront Park Seawall Restoration, Volusia County

Dear Mr. Nelson:

On **August 9, 2019**, we received your request for verification of exemption to perform the following activities:

Removal of approximately 1,366 linear feet of coquina block seawall and replace with same linear feet of composite seawall within 18 inches waterward of the existing block seawall. Removal of three 500 square-foot (1500 square feet total) timber overlooks and timber piles and replace with three same square footage timber overlooks with concrete piles. Removal and replacement of a small portion of timber boardwalk, keeping existing piles.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project did not qualify for federal review for the State Programmatic General Permit of the verification request. **Additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact John Shaffer at the letterhead address or at 407-897-4322 or john.shaffer@floridadep.gov.

1. Regulatory Review –Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(b) and (12)(c), Florida Administrative Code, and under Section 403.813, (1)(d) and (e) F.S., from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - Granted

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the proposed activity qualifies for an automatic consent by rule under Rule 18-21.005(1)(b) and section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

General Conditions for Authorizations for Activities

All authorizations granted by rule or in writing under Rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under Chapter 253 or 258, Part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

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

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

(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

3. Federal Review – SPGP Not Approved

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U. S. Army Corps of Engineers. You must apply separately to the Corps using their Application for Department of Army Permit, ENG Form 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>.

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

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

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

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department’s action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules

28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.
- The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

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

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

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

Judicial Review

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

EXECUTION AND CLERKING

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Christine Daniel
Environmental Manager
Permitting and Waste Cleanup Program

Enclosures:

Chapter 62-330.051(5) and (12)
Project drawings, 18 pages


CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Christine Daniel, FDEP, Christine.Daniel@floridadep.gov
John Shaffer, FDEP, John.Shaffer@floridadep.gov
Stephan Kuhn, Agent, skuhn@dmces.com

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

August 30, 2019
Date

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(b) Installation of private docks, piers, and recreational docking facilities, and installation of local governmental piers and recreational docking facilities, in accordance with section 403.813(1)(b), F.S. This includes associated structures such as boat shelters, boat lifts, and roofs, provided:

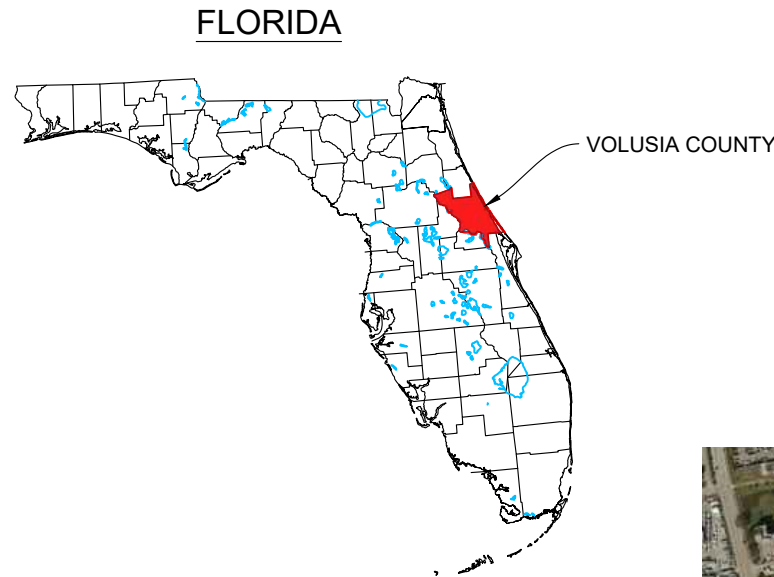
1. The cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed the limitations in section 403.813(1)(b), F.S.;
2. No structure is enclosed on more than three sides with walls and doors;
3. Structures are not used for residential habitation or commercial purposes, or storage of materials other than those associated with water dependent recreational use; and

(12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and other Shoreline Stabilization –

(c) The construction of seawalls or riprap in wetlands or other surface waters between and adjoining existing seawalls or riprap at both ends in accordance with section 403.813(1)(o), F.S. For purposes of this exemption, riprap is subject to the same length and orientation limitations as a seawall.

CONSTRUCTION DRAWINGS

30% PLANS



CITY OF DAYTONA BEACH RIVERFRONT PARK SEAWALL DESIGN JULY 26, 2019



LOCATION MAP

SECTION: 08 & 39, TOWNSHIP: 15 SOUTH, RANGE: 33 EAST



INDEX

SHEET	DESCRIPTION
CVR	INDEX & LOCATION MAP
C-01	EXISTING CONDITIONS
C-02	EXISTING CONDITIONS
C-03	AERIAL
C-04	DEMO PLAN 1 OF 4
C-05	DEMO PLAN 2 OF 4
C-06	DEMO PLAN 3 OF 4
C-07	DEMO PLAN 4 OF 4
C-08	SITE PLAN 1 OF 4
C-09	SITE PLAN 2 OF 4
C-10	SITE PLAN 3 OF 4
C-11	SITE PLAN 4 OF 4
C-12	CROSS-SECTIONS
C-13	SHEET-PILE DETAIL
C-14	GENERAL NOTES
C-15	GENERAL NOTES
C-16	GENERAL NOTES
C-17	ENVIRONMENTAL NOTES

CITY COMMISSION

DERRICK L. HENRY	MAYOR
RUTH TRAGER	COMMISSIONER 1
AARON DELGADO	COMMISSIONER 2
QUANITA MAY	COMMISSIONER 3
ROBERT A. GILLILAND	COMMISSIONER 4
DANNETTE HENRY	COMMISSIONER 5
PAULA R. REED	COMMISSIONER 6



NOTE TO CONTRACTOR:

THESE DRAWINGS AND THE PROJECT SPECIFICATIONS ARE COMPLEMENTARY, AND ANY REQUIREMENT OF ONE SHALL BE A REQUIREMENT OF THE OTHER. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE THE DRAWINGS AND SPECIFICATIONS AND TO COMPARE THE REQUIREMENTS OF EACH DIVISION AND ENSURE THAT EACH TRADE OR SUBCONTRACTOR IS MAKING THE ALLOWANCES NECESSARY TO PROVIDE THE OWNER A COMPLETE FACILITY, OPERATIONAL IN ALL RESPECTS, UNLESS OTHERWISE SPECIFICALLY STATED IN THE DRAWINGS OR PROJECT MANUAL.

IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER OF ANY DEFICIENCIES OR DISCREPANCIES AMONG THE DIVISIONS OF THE DRAWING AND SPECIFICATIONS PRIOR TO THE BID DATE. NEITHER THE OWNER OR ENGINEER WILL BE RESPONSIBLE FOR ANY DEFICIENCIES OR DISCREPANCIES RAISED AFTER THE BID OPENING. ACCORDINGLY, IN LIGHT OF THESE OBLIGATIONS, THE ENGINEER IS OBLIGATED TO INTERPRET THE DRAWINGS SPECIFICATIONS IN A MANNER THAT WILL PROVIDE THE OWNER WITH A COMPLETE, FUNCTIONING FACILITY FOR THE BID PRICE.

ENGINEER CERTIFICATION:

I HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PRACTICING WITH DMC, DREDGING & MARINE CONSULTANTS LLC, A CORPORATION, AUTHORIZED TO OPERATE AS AN ENGINEERING BUSINESS, CERTIFICATE OF AUTHORIZATION # 9410, BY THE STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION, AND THAT I, OR OTHERS UNDER MY DIRECT SUPERVISION, HAVE PREPARED OR APPROVED THE EVALUATIONS, FINDINGS, OPINIONS, CALCULATIONS, CONCLUSIONS OR TECHNICAL ADVICE HEREBY REPRESENTED BY THESE DRAWINGS.

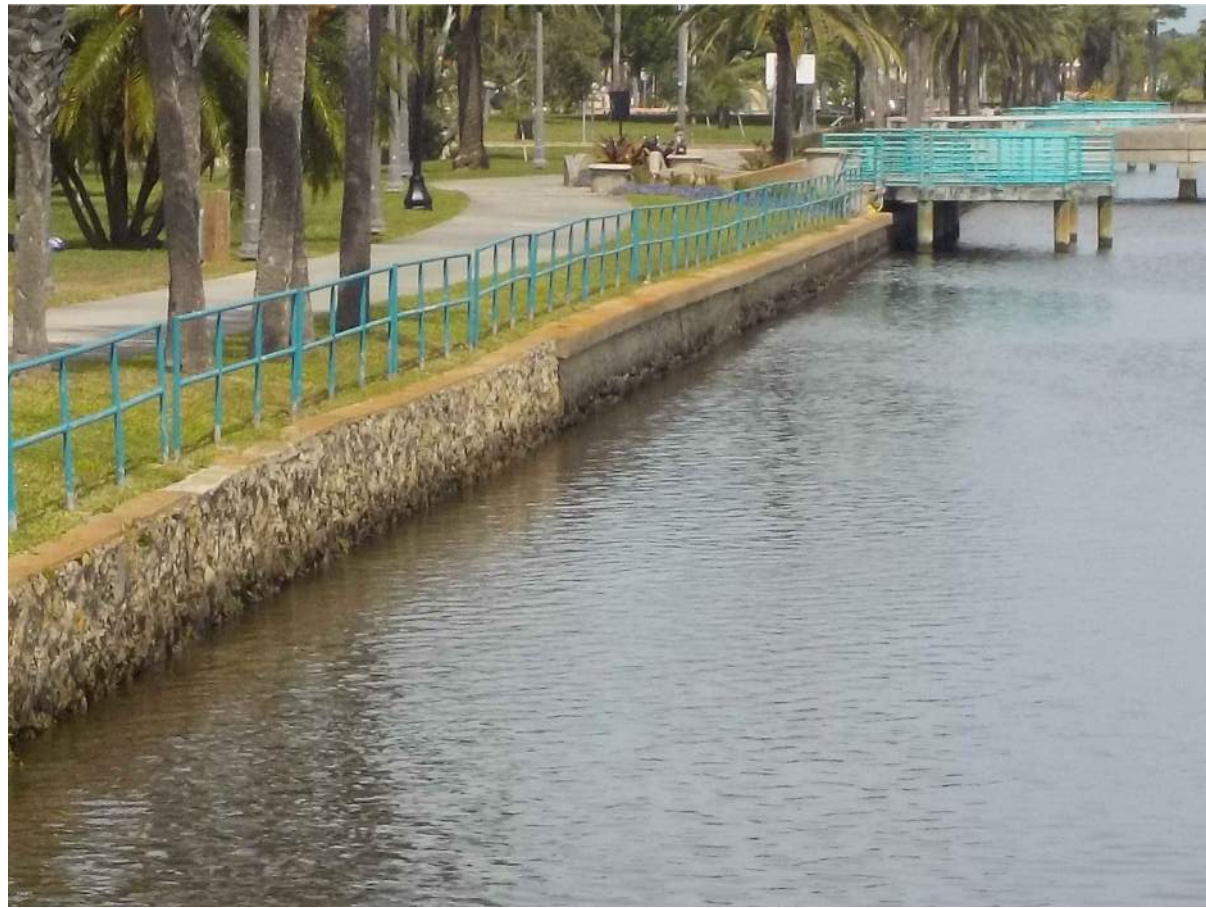
STEPHEN J. KUHN, P.E.
FLORIDA LICENSE No. 67486

REPRODUCTION SCALE:
THESE PLANS SHALL BE PRINTED IN COLOR AND ARE SCALED TO ACCURATELY BE REPRODUCED ON 11X17 SIZED SHEETS. ALL OTHER SHEET SIZES ARE NOT TO SCALE.

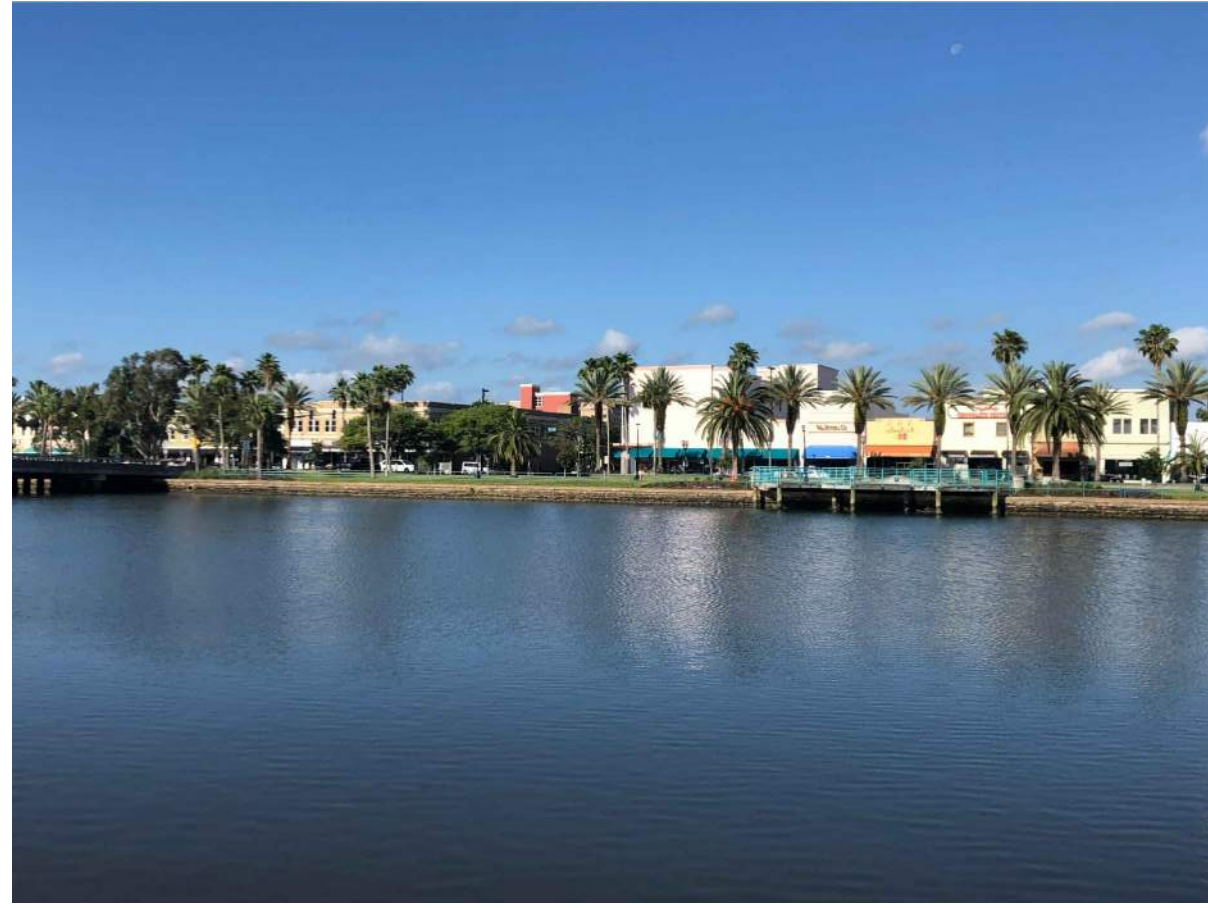
Dredging & Marine Consultants 4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone:(386) 304-6505
Fax:(386) 304-6506
www.dmc.es.com

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Drawing Name: D:\My Share\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab. PHOTOS 1 7/26/2019



EXISTING BULKHEAD LOOKING NORTH FROM ORANGE AVENUE DMC, 2019



EXISTING BULKHEAD NORTH OF MAGNOLIA AVENUE DMC, 2019



EXISTING BULKHEAD AT INTERNATIONAL SPEEDWAY BOULEVARD DMC, 2019



EXISTING BULKHEAD SOUTH OF THE TIMBER BOARDWALK DMC, 2019

DRAWING: EXISTING CONDITIONS	
DMC JOB NO.	19-006-36
DRAWN	NT CAD C3D
CHECKED	AR SCALE AS SHOWN
APPROVED	SKP DATE 07/26/2019
SHEET NO. C-01	

PROJECT NAME:	RIVERFRONT PARK SEAWALL DESIGN
CLIENT:	CITY OF DAYTONA BEACH

STEPHEN J. KUHN, P.E. FLORIDA LICENSE NO. 87486
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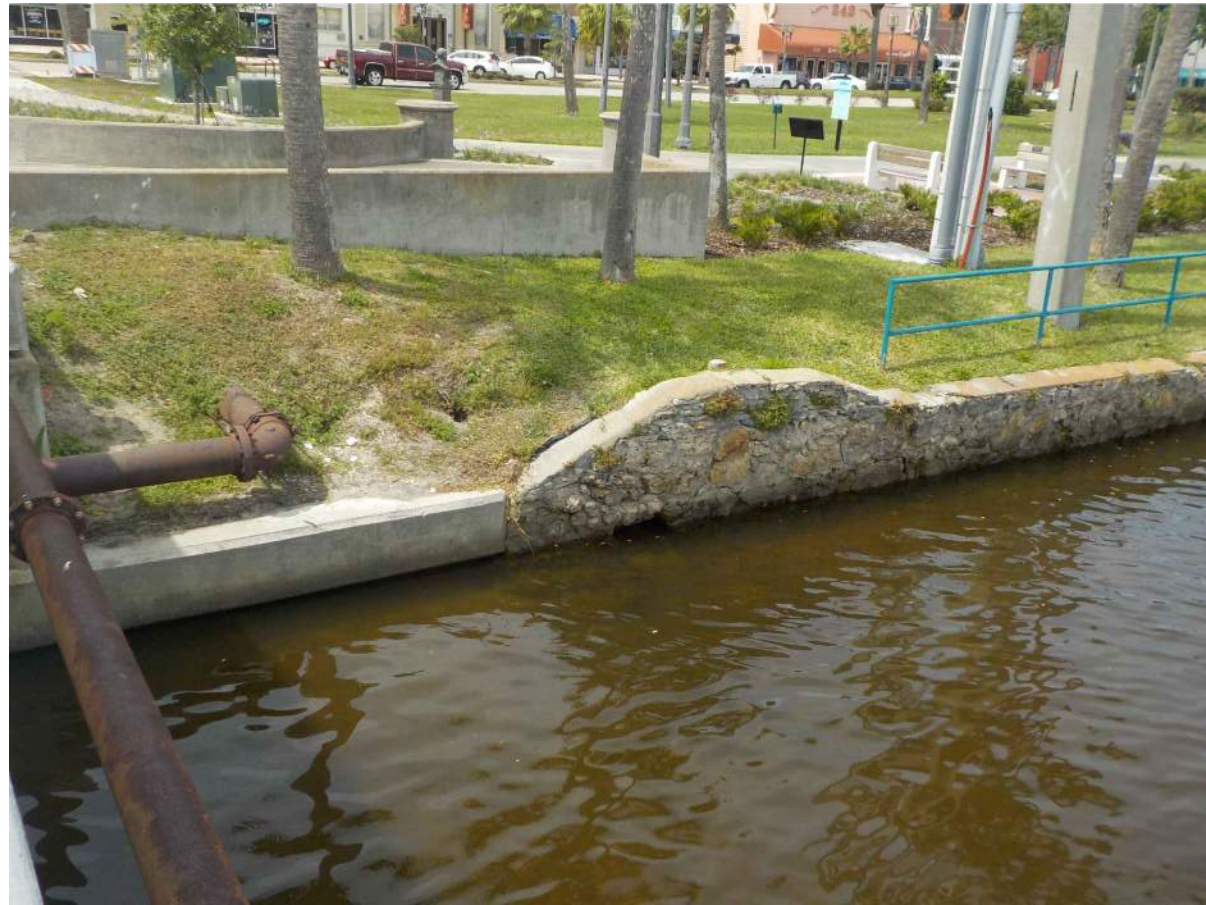
Dredging & Marine Consultants
4643 S. Clyde Morris Blvd
Unit 302
Port Orange, FL 32129
Phone: (386) 304-6505
Fax: (386) 304-6506
www.dmcsc.com

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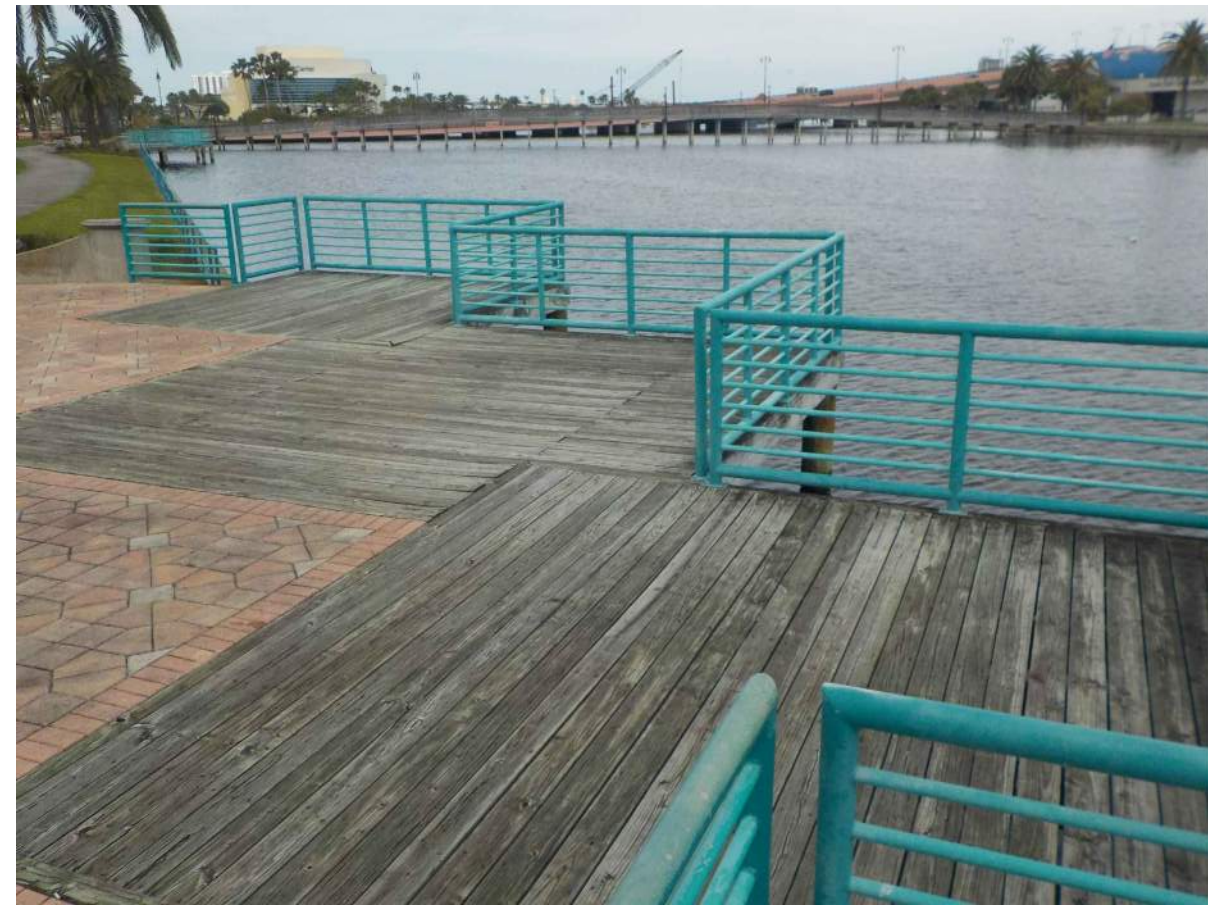
301 S RIDGEWOOD AVE.
DAYTONA BEACH, FL 32114
(386) 671-8400



Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab. PHOTOS 2 7/26/2019



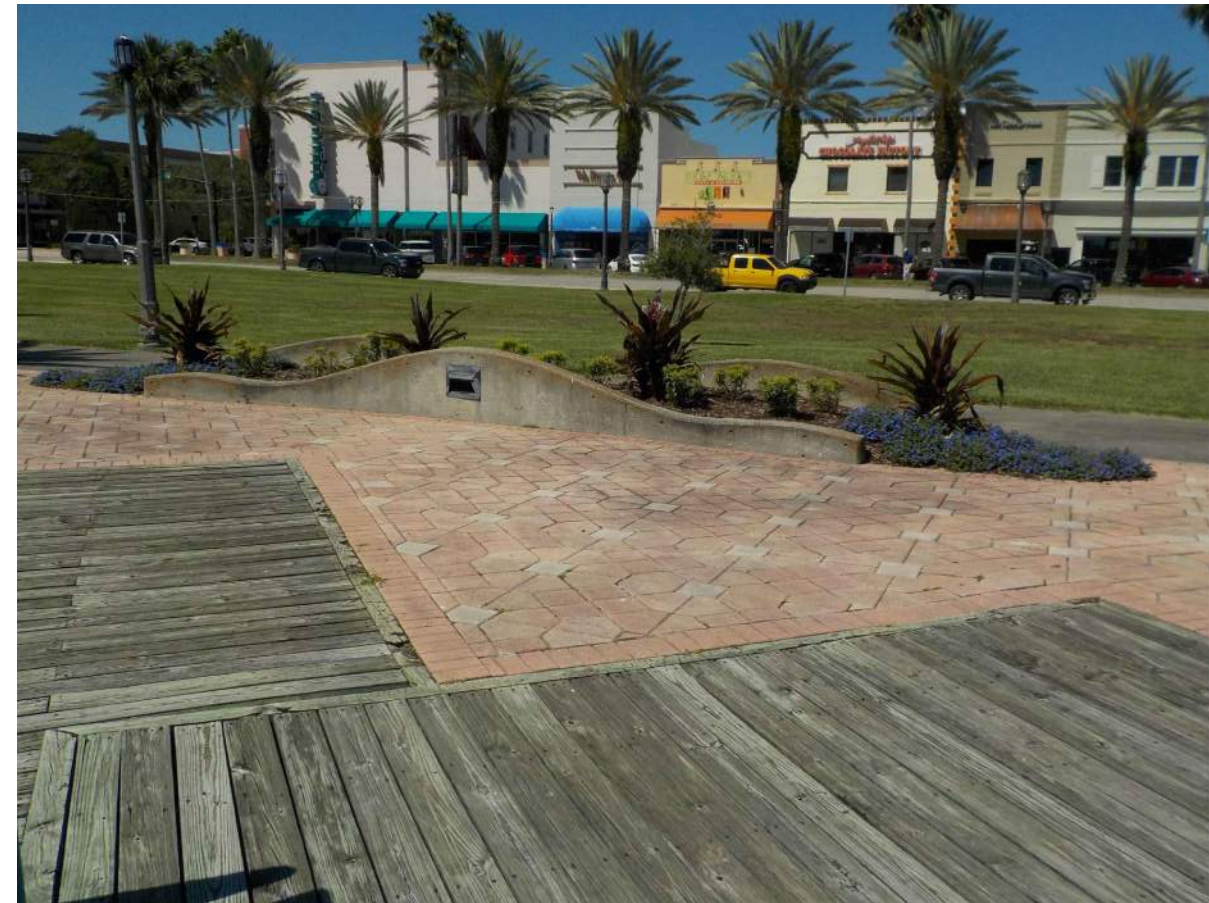
EXISTING BULKHEAD AND BRIDGE ABUTMENT AT ORANGE AVENUE DMC, 2019



EXISTING TIMBER OUTLOOKS DMC, 2019



EXISTING SIDEWALK LOOKING NORTH FROM MAGNOLIA AVENUE DMC, 2019



EXISTING LANDSCAPE STRUCTURES DMC, 2019

DRAWING: EXISTING CONDITIONS	
DMC JOB NO. 19-006-36	SHEET NO. C-02
DRAWN NT CAD C3D	CHECKED AR SCALE AS SHOWN
APPROVED SKP	DATE 07-26-2019

PROJECT NAME:
**RIVERFRONT PARK
 SEAWALL DESIGN**

CLIENT: **CITY OF DAYTONA BEACH**

STEPHEN J. KUHN, P.E.
 FLORIDA LICENSE NO. 87486

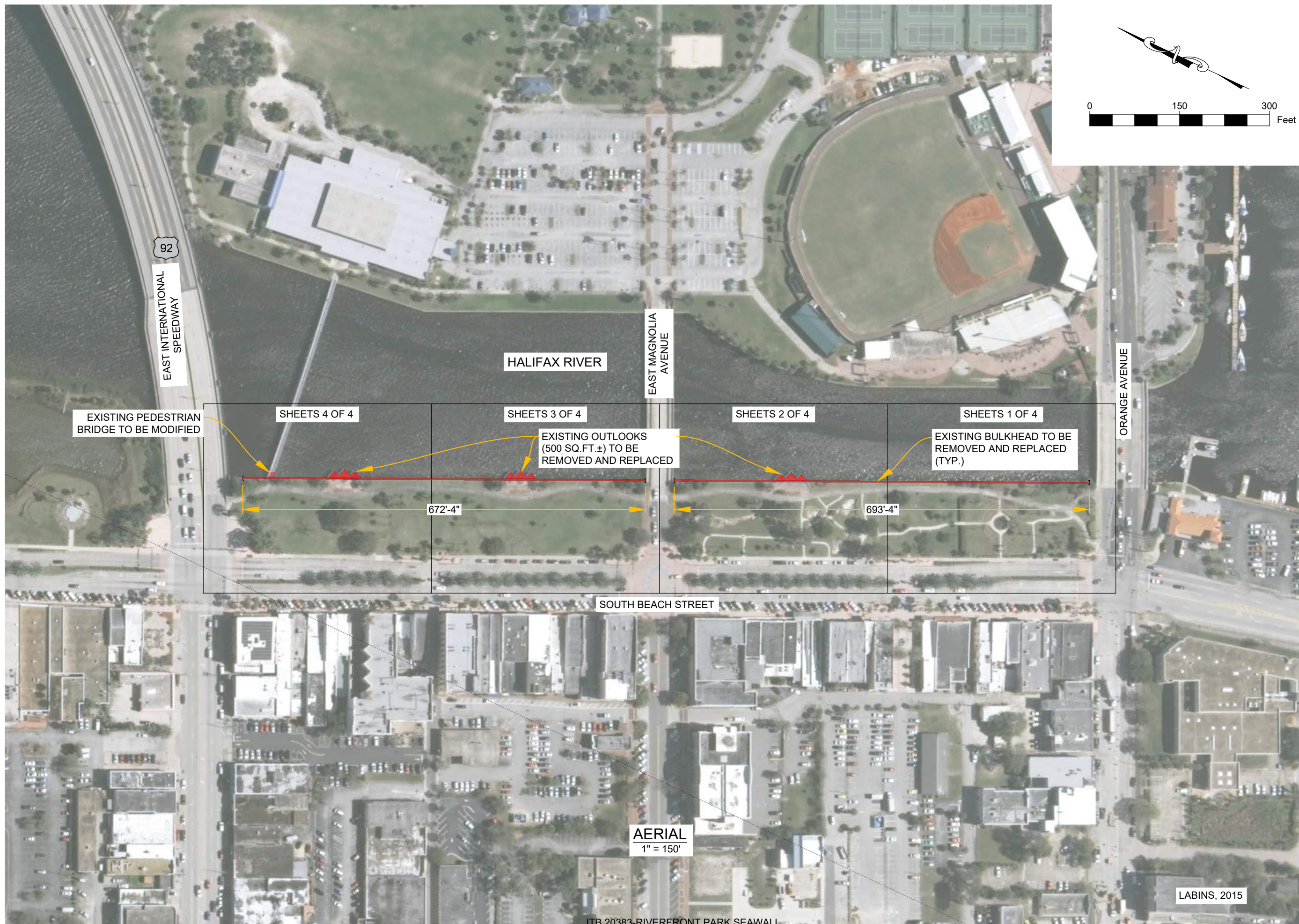
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Drawing Name: D:\My Share\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab. AERIAL, 7/26/2019



AERIAL
1" = 150'

DRAWING: AERIAL	
DMC JOB NO. 19-006-36	SHEET NO. C-03
DRAWN NT CAD C3D	SCALE AS SHOWN
CHECKED AR	DATE 07-26-2019
APPROVED SKP	

PROJECT NAME:
RIVERFRONT PARK SEAWALL DESIGN

CLIENT: **CITY OF DAYTONA BEACH**

STEPHEN J. KUHN, P.E.
FLORIDA LICENSE No. 87486

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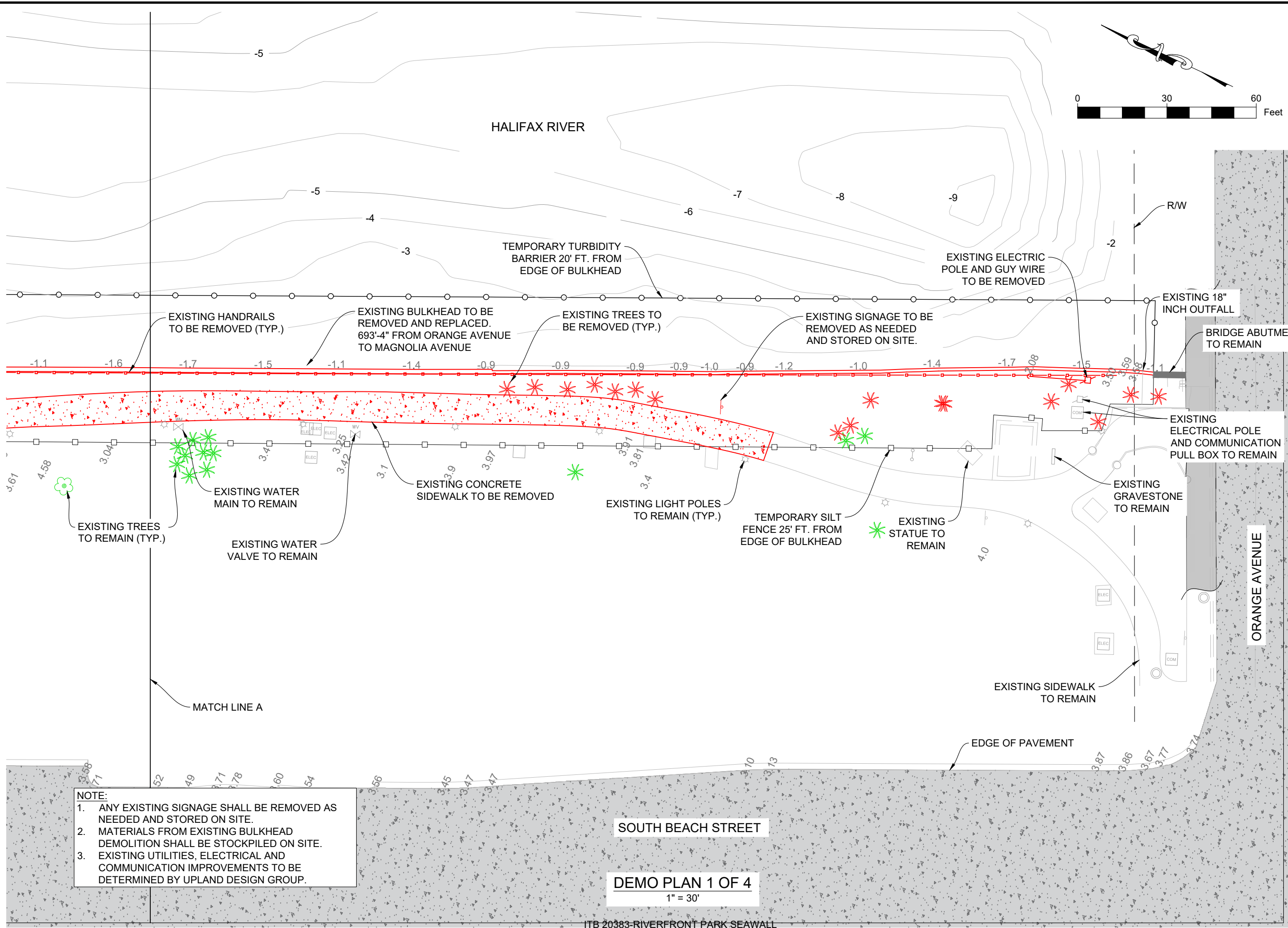
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301 S RIDGEWOOD AVE.
DAYTONA BEACH, FL 32114
(386) 671-8400



LABINS, 2015

Drawing Name: D:\My Share\DMC Projects\06 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab DEMO 1 7/26/2019



NOTE:

1. ANY EXISTING SIGNAGE SHALL BE REMOVED AS NEEDED AND STORED ON SITE.
2. MATERIALS FROM EXISTING BULKHEAD DEMOLITION SHALL BE STOCKPILED ON SITE.
3. EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION IMPROVEMENTS TO BE DETERMINED BY UPLAND DESIGN GROUP.

SOUTH BEACH STREET

DEMO PLAN 1 OF 4

1" = 30'

ITB 20383-RIVERFRONT PARK SEAWALL

Page 124 of 153

DRAWING: DEMO PLAN 1 OF 4	
DMC JOB NO. 19-006-36	SHEET NO. C-04
DRAWN: NT	CAD: C3D
CHECKED: AR	SCALE AS SHOWN
APPROVED: SKP	DATE: 07/26/2019

PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN	CLIENT: CITY OF DAYTONA BEACH
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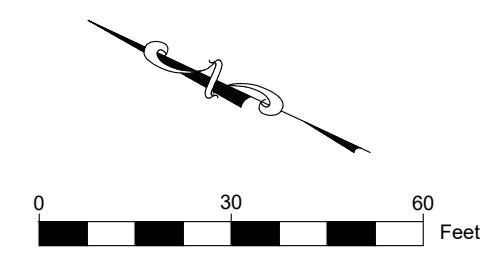
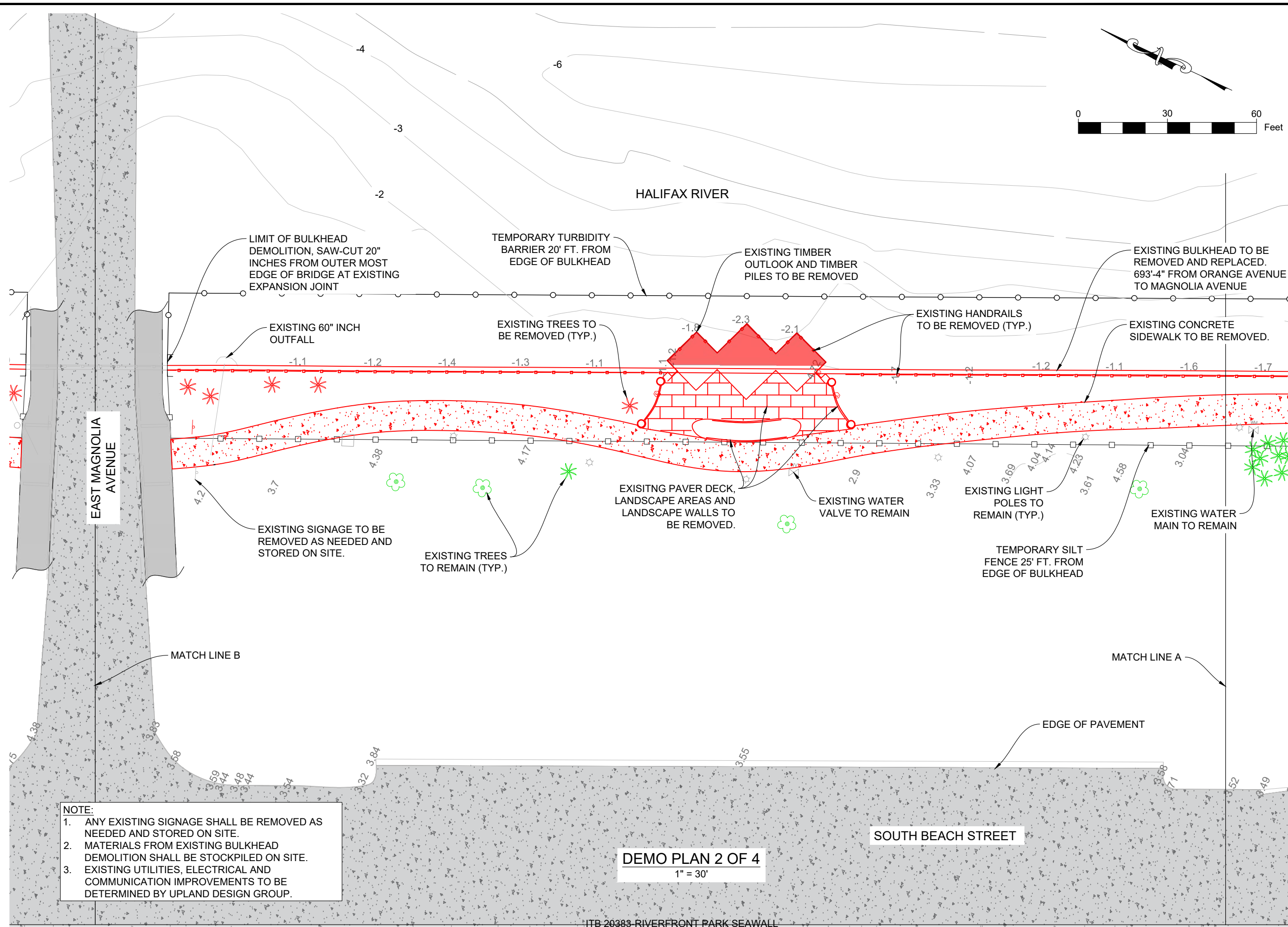
STEPHEN J. KUHN, P.E. FLORIDA LICENSE NO. 87486
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 Unit 302
 Port Orange, FL 32129
 Phone: (386) 304-6505
 Fax: (386) 304-6506
 www.dmcsc.com

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 DAYTONA BEACH, FL 32114
 (386) 671-8400



Drawing Name: D:\My Shares\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab DEMO 2 7/26/2019



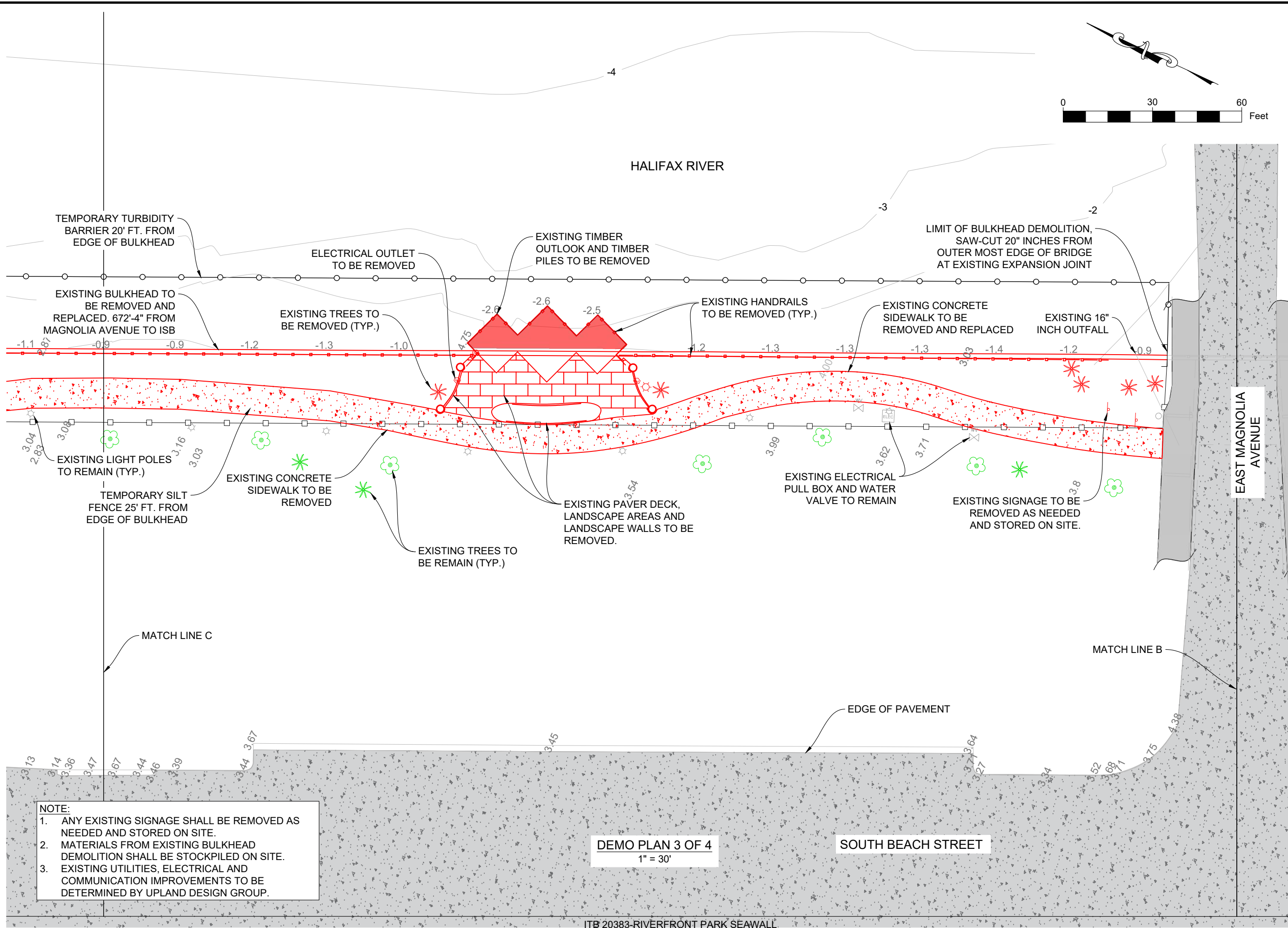
NOTE:

1. ANY EXISTING SIGNAGE SHALL BE REMOVED AS NEEDED AND STORED ON SITE.
2. MATERIALS FROM EXISTING BULKHEAD DEMOLITION SHALL BE STOCKPILED ON SITE.
3. EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION IMPROVEMENTS TO BE DETERMINED BY UPLAND DESIGN GROUP.

DEMO PLAN 2 OF 4
1" = 30'

DRAWING: DEMO PLAN 2 OF 4		DMC JOB NO. 19-006-36		SHEET NO. C-05	
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN		DRAWN: NT	CAD: C3D	CHECKED: AR	SCALE AS SHOWN
CLIENT: CITY OF DAYTONA BEACH		APPROVED: SKP DATE: 07/26/2019			
Dredging & Marine Consultants		4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com			
 ENGINEERS • SCIENTISTS		301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400			
					

Drawing Name: D:\My Shares\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab DEMO 3 7/26/2019



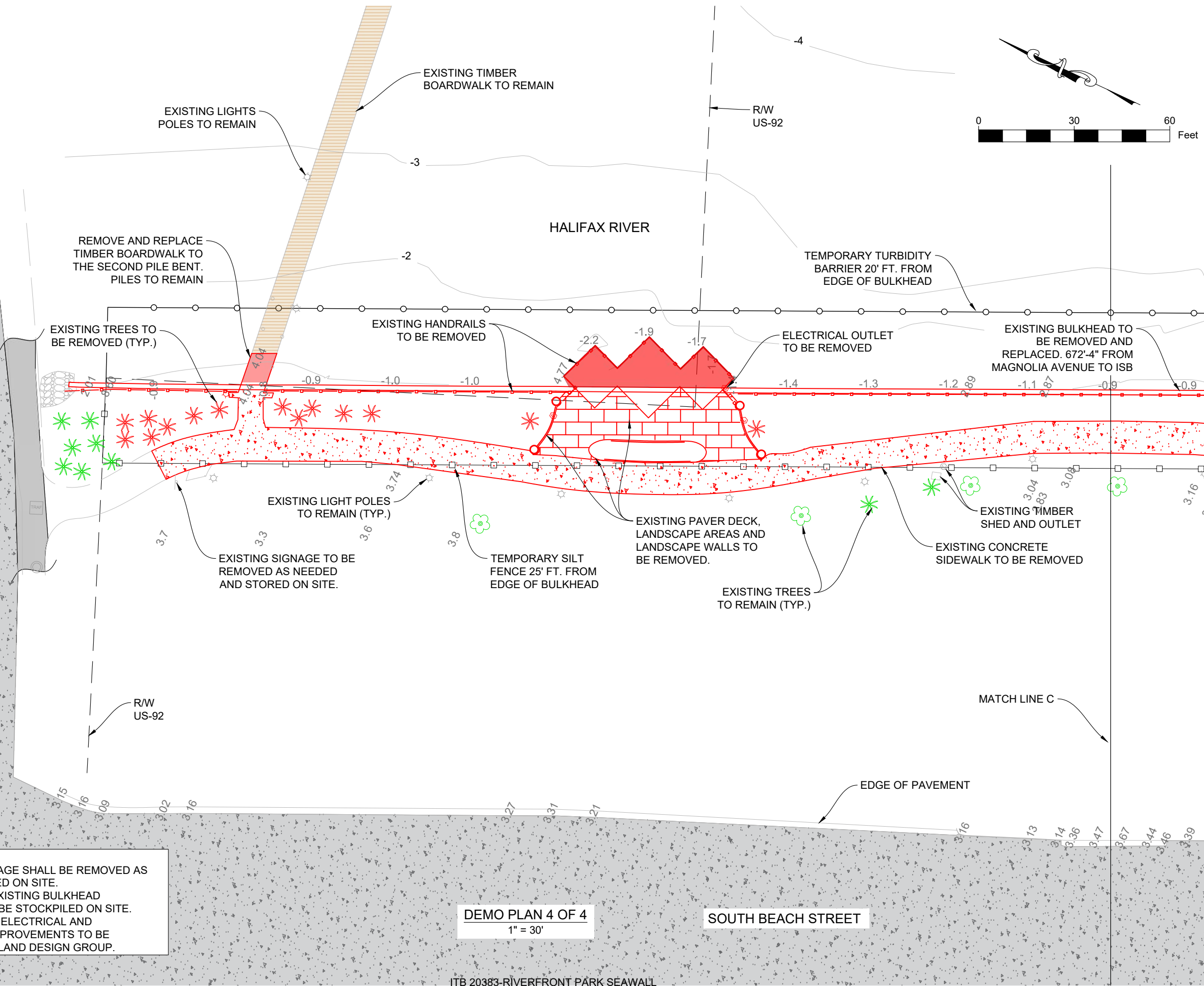
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 2. MATERIALS FROM EXISTING BULKHEAD DEMOLITION SHALL BE STOCKPILED ON SITE.
 3. EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION IMPROVEMENTS TO BE DETERMINED BY UPLAND DESIGN GROUP.

DEMO PLAN 3 OF 4
 1" = 30'

DRAWING: DEMO PLAN 3 OF 4		DMC JOB NO. 19-006-36		SHEET NO. C-06	
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN		DRAWN: CAD	CHECKED: AR	SCALE AS SHOWN	DATE: 07/26/2019
CLIENT: CITY OF DAYTONA BEACH		STEPHEN J. KUHN, P.E. FLORIDA LICENSE NO. 87486			
Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS		4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com			
301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400					

Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab DEMO 4 7/26/2019

INTERNATIONAL SPEEDWAY BLVD
US-92

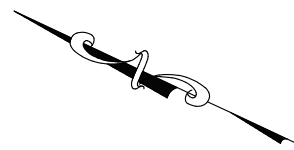
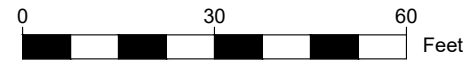


NOTE:

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2. MATERIALS FROM EXISTING BULKHEAD DEMOLITION SHALL BE STOCKPILED ON SITE.
3. EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION IMPROVEMENTS TO BE DETERMINED BY UPLAND DESIGN GROUP.

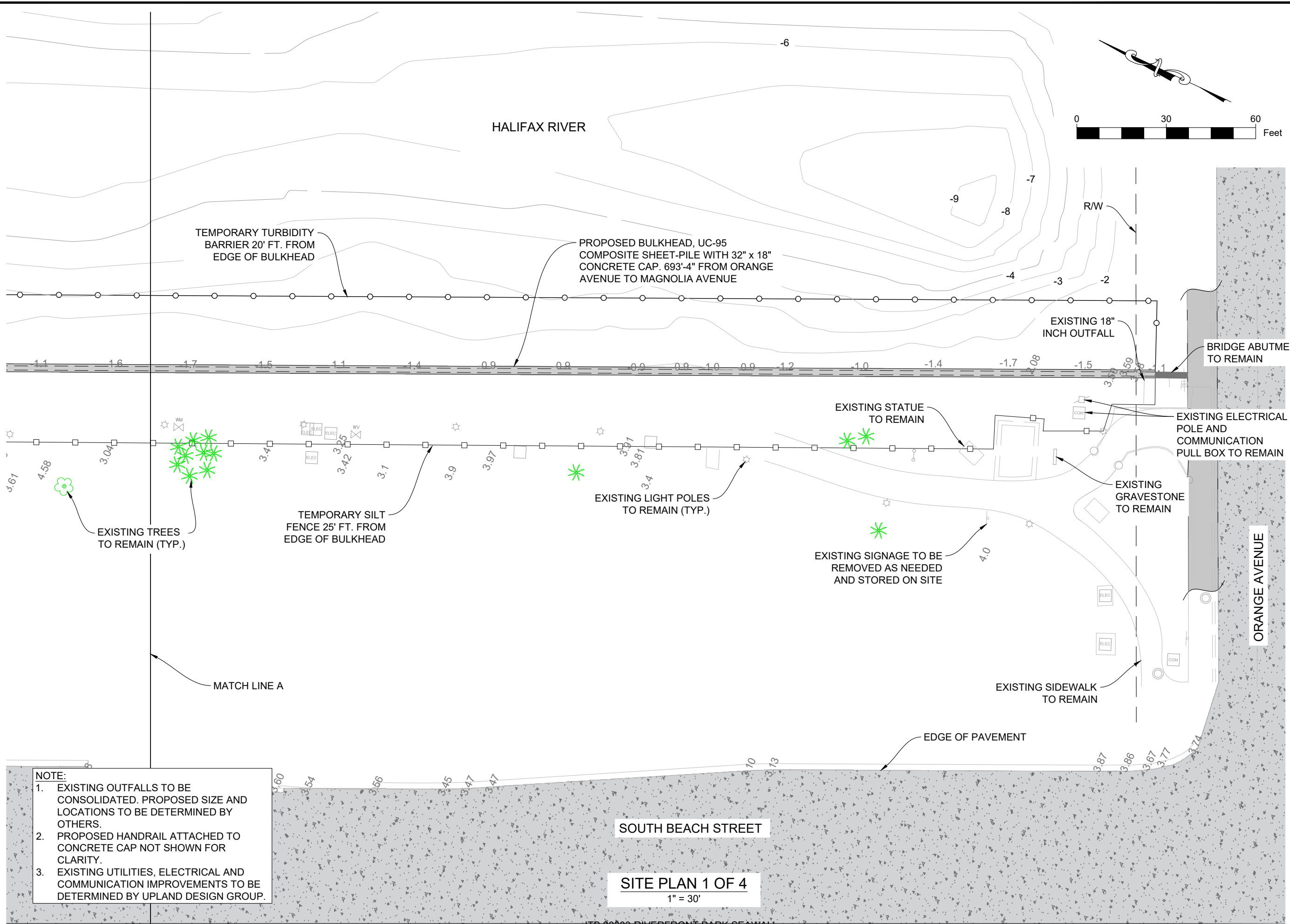
DEMOM PLAN 4 OF 4
1" = 30'

SOUTH BEACH STREET



DRAWING: DEMO PLAN 4 OF 4		DMC JOB NO. 19-006-36		SHEET NO. C-07	
DRAWN: NT	CHECKED: AR	DATE: 07-26-2019			
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN		CLIENT: CITY OF DAYTONA BEACH			
Dredging & Marine Consultants		4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com			
DMC		ENGINEERS • SCIENTISTS			
301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400					

Drawing Name: D:\My Share\DMC Projects\06 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab SITE 1 7/26/2019



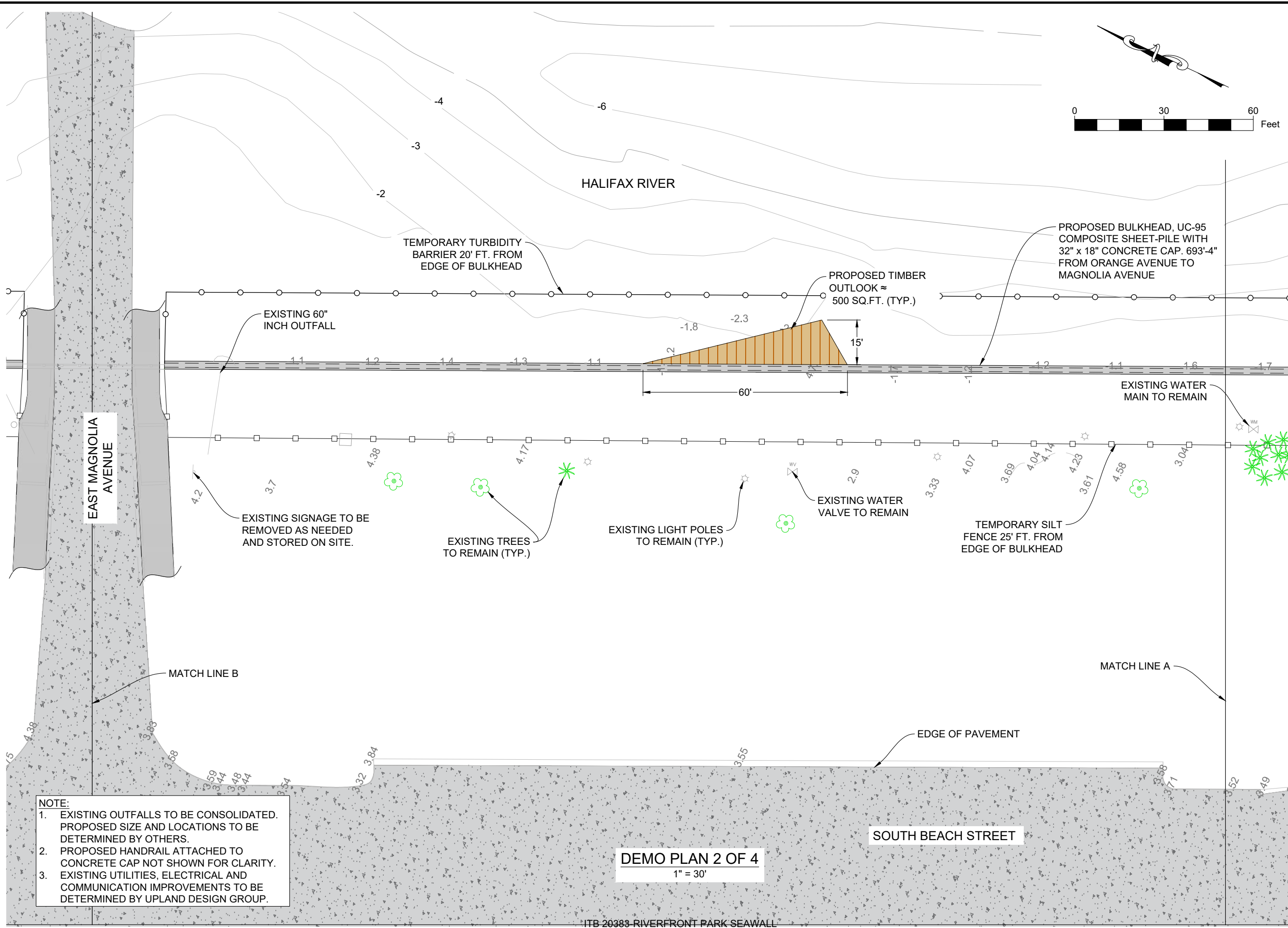
- NOTE:**
- EXISTING OUTFALLS TO BE CONSOLIDATED. PROPOSED SIZE AND LOCATIONS TO BE DETERMINED BY OTHERS.
 - PROPOSED HANDRAIL ATTACHED TO CONCRETE CAP NOT SHOWN FOR CLARITY.
 - EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION IMPROVEMENTS TO BE DETERMINED BY UPLAND DESIGN GROUP.

SOUTH BEACH STREET

SITE PLAN 1 OF 4
1" = 30'

DRAWING: SITE PLAN 1 OF 4	DMC JOB NO. 19-006-36	DRAWN: NT	CHECKED: AR	APPROVED: SKP
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN		SHEET NO. C-08		SCALE AS SHOWN
CLIENT: CITY OF DAYTONA BEACH		DATE: 07/26/2019		
<p>FLORIDA LICENSE NO. 87486</p> <p>STEPHEN J. KUHN, P.E.</p>				
<p>4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com</p> <p>DMC ENGINEERS • SCIENTISTS</p>				
<p>301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400</p> <p>THE CITY OF DAYTONA BEACH INCORPORATED</p>				

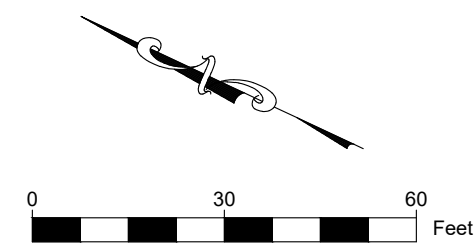
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NOTE:

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DEMO PLAN 2 OF 4
1" = 30'



DRAWING: SITE PLAN 2 OF 4	
DMC JOB NO. 19-006-36	SHEET NO. C-09
DRAWN: NT	CAD: C3D
CHECKED: AR	SCALE AS SHOWN
APPROVED: SKP	DATE: 07/26/2019

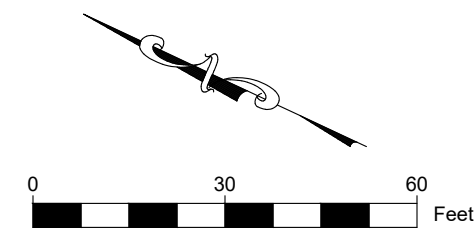
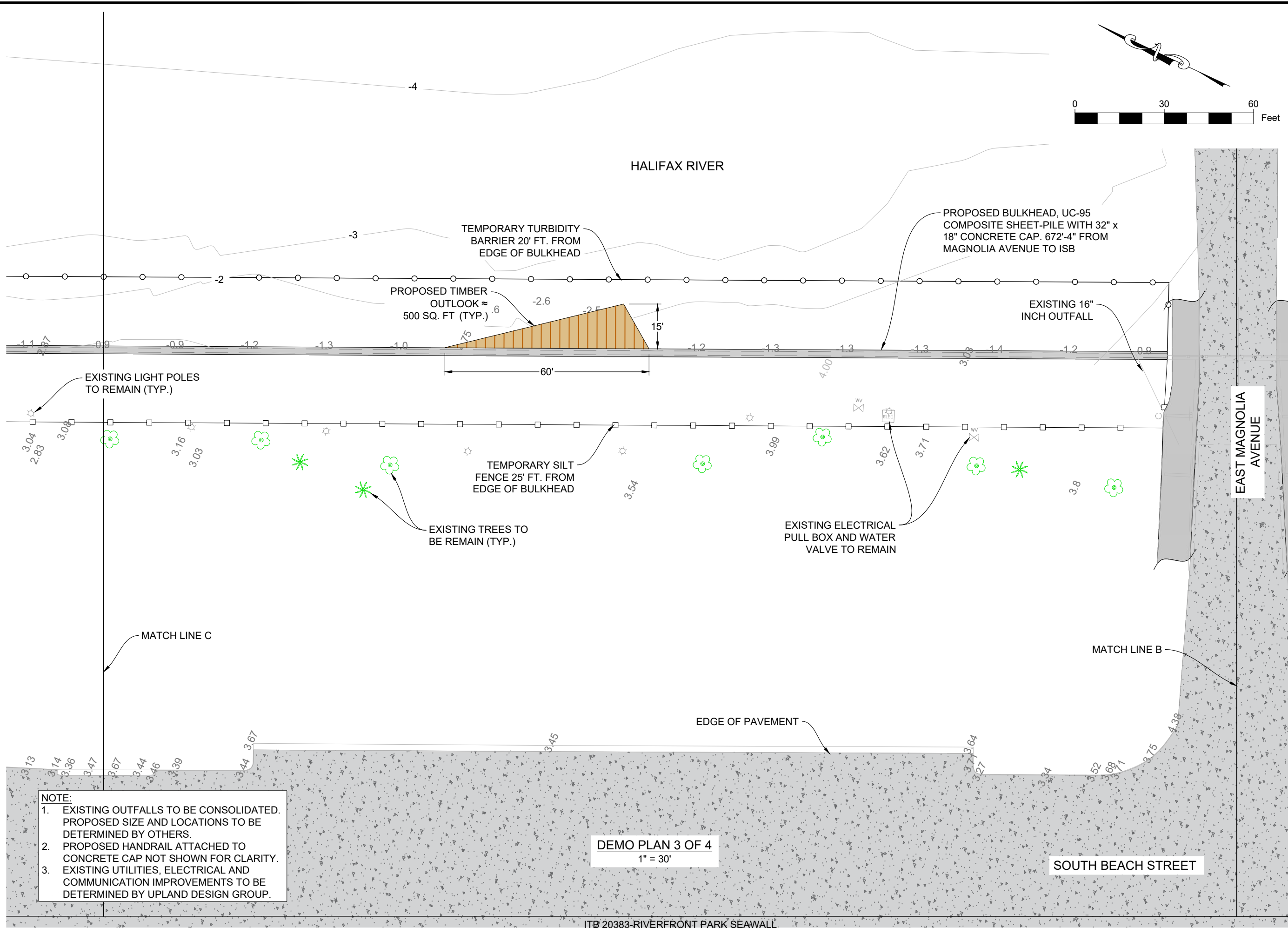
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN
CLIENT: CITY OF DAYTONA BEACH

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Drawing Name: D:\My Shares\DMC Projects\06 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet Tab. SITE 3 7/26/2019

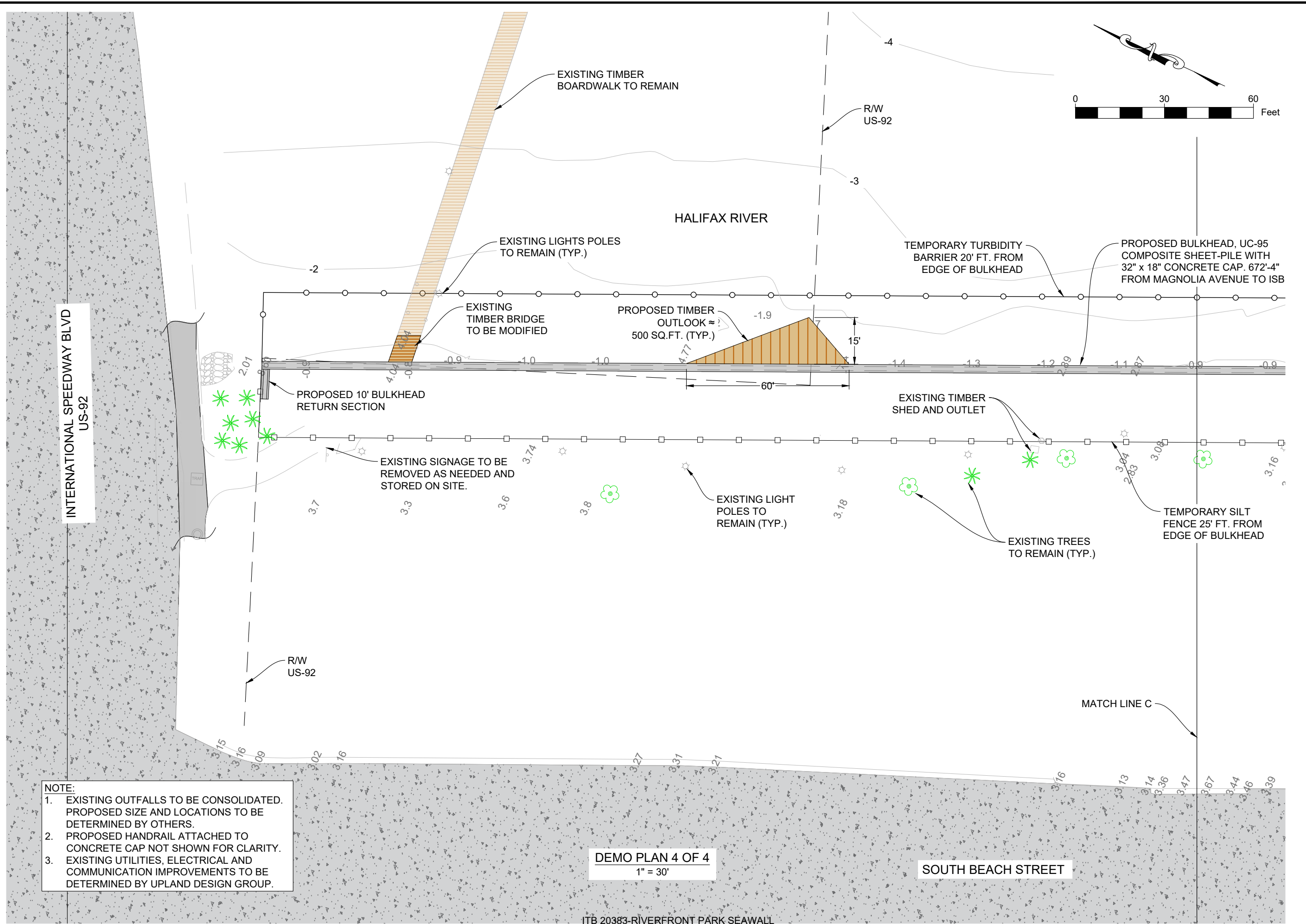


- NOTE:**
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 - PROPOSED HANDRAIL ATTACHED TO CONCRETE CAP NOT SHOWN FOR CLARITY.
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DEMO PLAN 3 OF 4
1" = 30'

DRAWING:	SITE PLAN 3 OF 4		
DMC JOB NO.	19-006-36		
DRAWN	NT	CAD	C3D
CHECKED	AR	SCALE AS SHOWN	SHEET NO. C-10
APPROVED SKP	DATE: 07/26/2019		
PROJECT NAME:	RIVERFRONT PARK SEAWALL DESIGN		
CLIENT:	CITY OF DAYTONA BEACH		
Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS 4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com			
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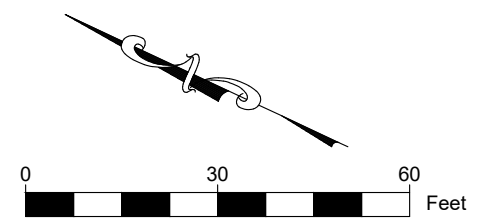
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NOTE:

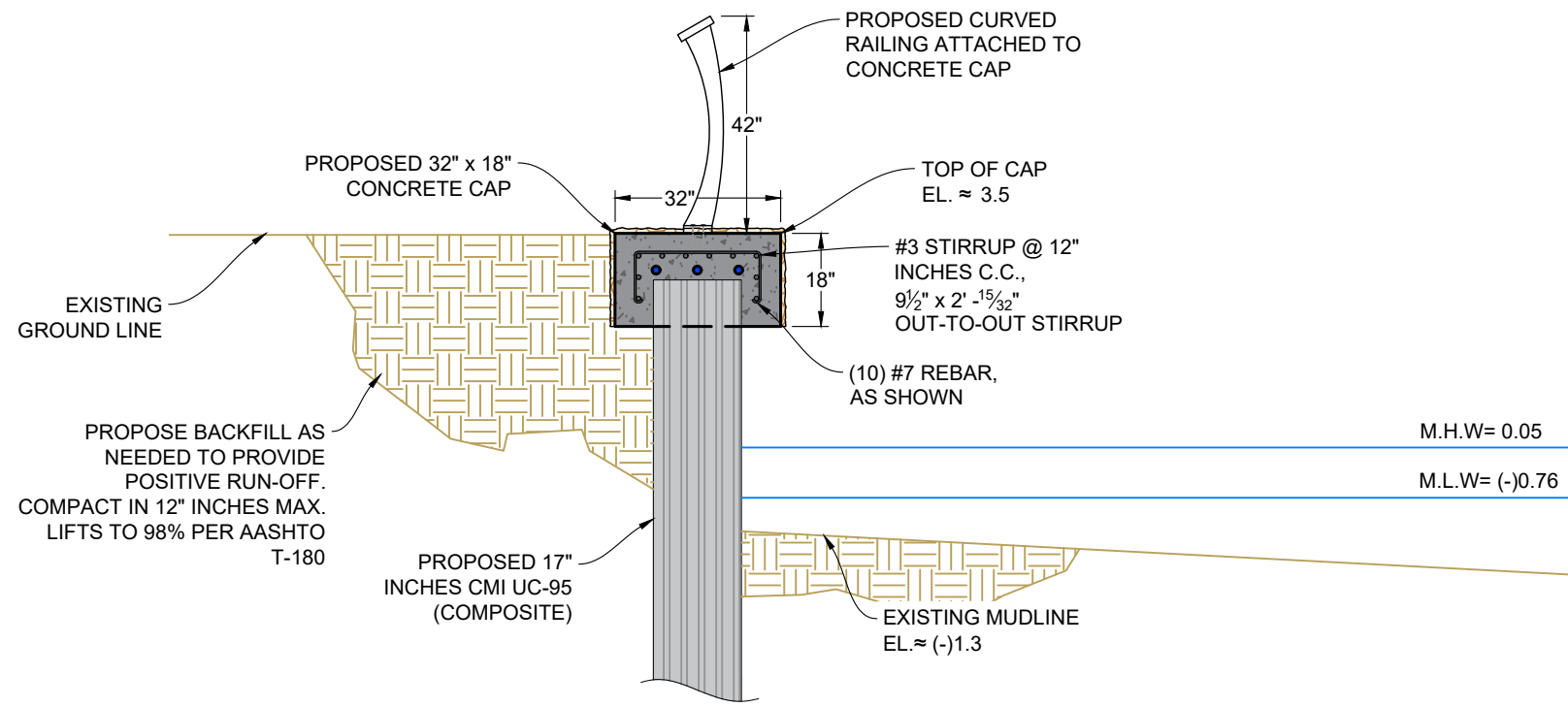
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- EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION IMPROVEMENTS TO BE DETERMINED BY UPLAND DESIGN GROUP.

DEMO PLAN 4 OF 4
1" = 30'

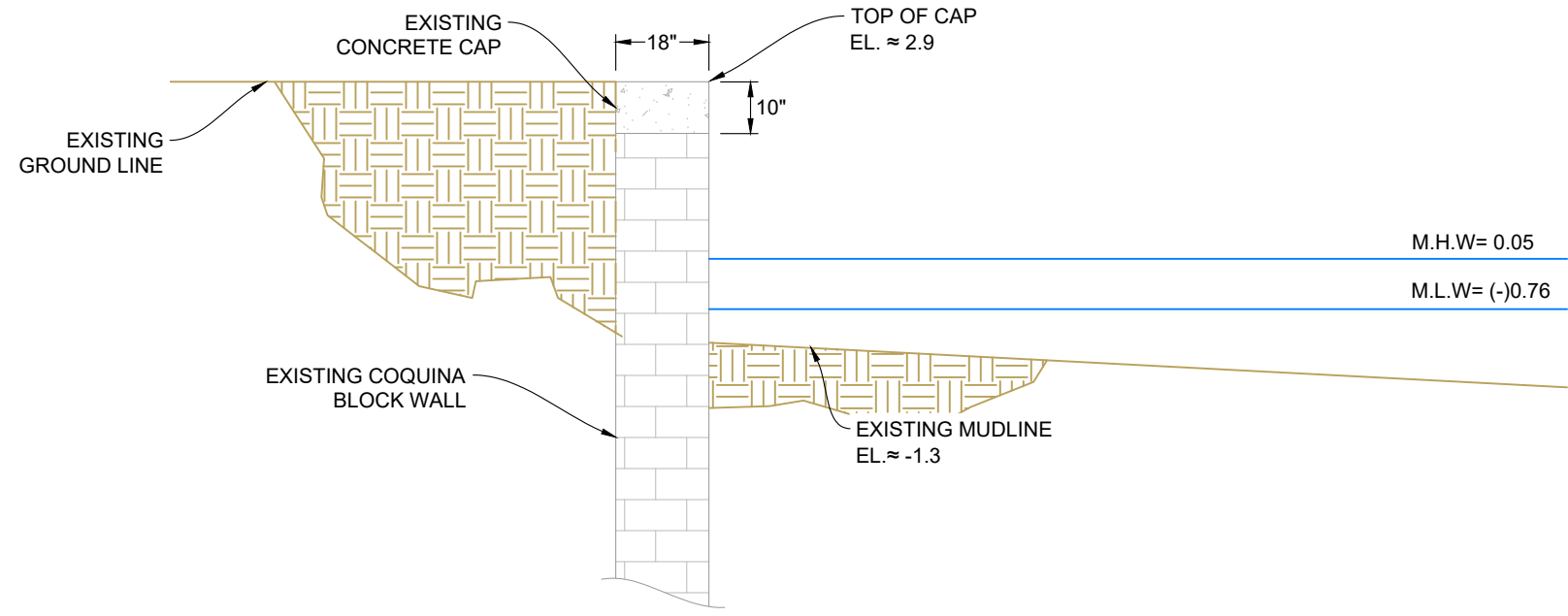


DRAWING: SITE PLAN 4 OF 4		DMC JOB NO. 19-006-36		SHEET NO. C-11	
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN		DRAWN: NT	CAD: C3D	CHECKED: AR	SCALE AS SHOWN
CLIENT: CITY OF DAYTONA BEACH		APPROVED: SKP DATE: 07/26/2019			
Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS		4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcscs.com			
301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400		THE CITY OF DAYTONA BEACH INCORPORATED			

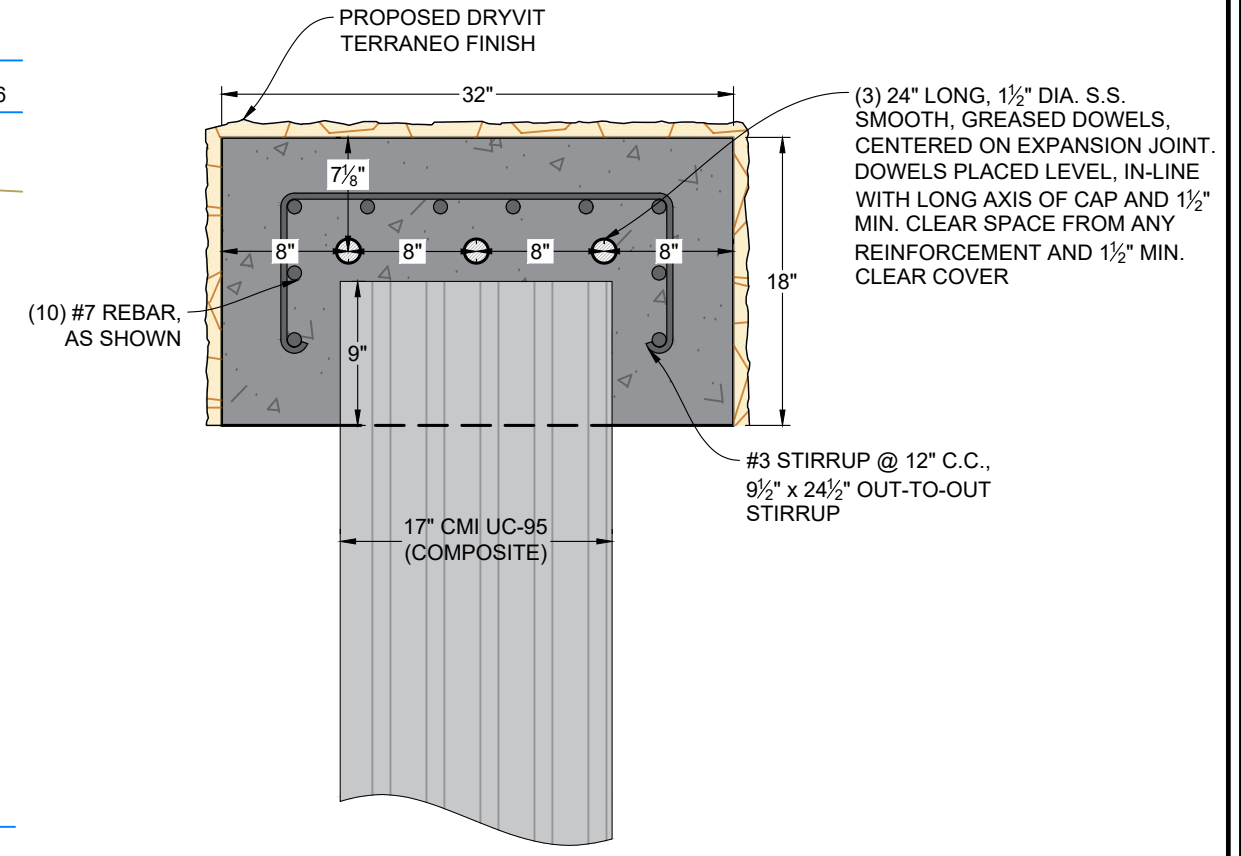
Drawing Name: D:\My Share\DMC Projects\06 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeel Tab: CROSS-SECTION 7/26/2019



PROPOSED BULKHEAD CROSS-SECTION
1" = 3'



EXISTING CONDITIONS
1" = 3'



BULKHEAD CROSS-SECTION
1" = 1'

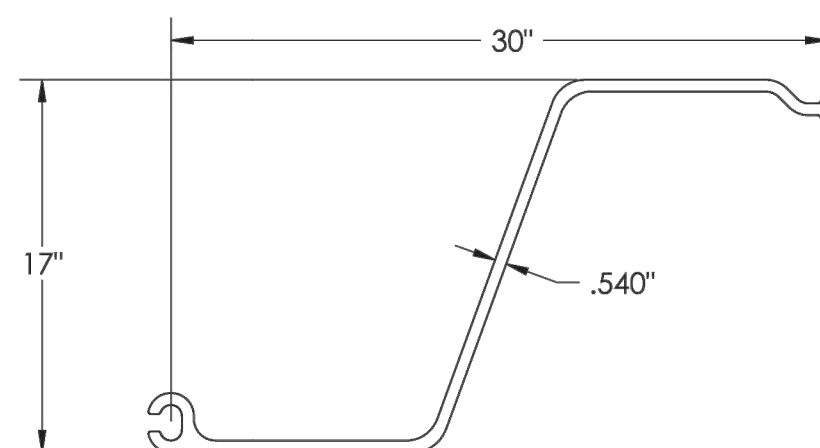
NOTE:

1. FINAL SHEET-PILE PROFILE AND CONCRETE CAP DIMENSIONS TO BE DETERMINED.
2. TIEBACK AND DEADMAN REQUIREMENT TO BE DETERMINED UPON FINAL DESIGN BY UPLAND DESIGN GROUP.

<p>CROSS-SECTIONS</p> <p>DWG. JOB NO. 19-006-36</p> <p>DRAWN NT CAD C3D</p> <p>CHECKED AR SCALE AS SHOWN</p> <p>APPROVED SKP DATE 07/26/2019</p>	<p>PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN</p> <p>CLIENT: CITY OF DAYTONA BEACH</p>	<p>4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com</p> <p>DMC ENGINEERS • SCIENTISTS</p>	<p>301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400</p> <p></p>
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Allowable Moment (M)	48,750 ft-lb/ft	216.84 kN-m/m
Section Modulus (Z)	58.5 in ³ /ft	3,145 cm ³ /m
Moment of Inertia (I)	497 in ⁴ /ft	67,870 cm ⁴ /m
Thickness (t)	0.540 in	13.7 mm
Section Depth	17 in	432 mm
Section Width	30 in	762 mm
Material	Structural FRP Composite	
Standard Colors	Charcoal	
Profile/Patented Features	Z Profile	



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<p>DRAWING: SHEET-PILE DETAIL</p> <p>DMC JOB NO. 19-006-36</p> <p>DRAWN NT CAD C3D</p> <p>CHECKED AR SCALE AS SHOWN</p> <p>APPROVED SKP DATE 07/26/2019</p>	<p>PROJECT NAME:</p> <p>RIVERFRONT PARK SEAWALL DESIGN</p> <p>CLIENT: CITY OF DAYTONA BEACH</p>	<p>4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com</p> <p>DMC ENGINEERS • SCIENTISTS</p>
<p>301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400</p>		

Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall\Drawings\0 SEAWALL.dwg By: Ankeel Tab.GN1 7/26/2019

IMPORTANT NOTES TO BIDDERS:

- The Contractor shall keep a pile driving log as specified in the plans and may not cut off piles until the Engineer has given approval to do so. The Contractor must provide advanced notification of a request to cut off pilings so that the Engineer may make field observations, if necessary. The Engineer will not make a structural certification if the Contractor does not comply with this requirement. If a vibratory hammer or jetting equipment is used to install pilings, the time needed to hammer and/ or jet each piling shall be recorded.
- The Contractor shall retain all material delivery tickets, material testing reports and cut-sheets/shop drawings for manufactured products for the project and provide copies to the engineer on a weekly basis. The Engineer will not make a structural certification if the Contractor does not comply with this requirement.
- The Engineer must be under contract with the Owner, Developer or Contractor for construction observations in order to provide certification of the constructed project.
- The Engineer must be given advanced notice of the critical stages of construction such as initial construction stakeout, existing bulkhead demolition, pile driving, forming and rebar placement prior to placing concrete, first casting of concrete, framing timber before placing deck, etc. The Engineer will not make a structure certification if the contractor does not comply with this requirement.
- A Pre-Construction meeting must be scheduled before start of construction and all parties are to attend including: Owner or Owner's Representative, Engineer, Prime Contractor, Sub-Contractor(s), Surveyor, Applicable Tradesmen, etc. The Engineer will lead the meeting and provide a list of critical items to discuss.

GENERAL:

- All elevations in the project plans are referenced to feet NAVD 1988.
- The project shall be straight, plumbed, level, and elevations are correct as shown in plans.
- Any deviation from these plans, notes or specifications must be approved in writing by the Owner, Owner's Representative or Engineer, or else the deviation will be considered construction non-compliant with the plans and specifications.
- Any discrepancies amongst the plans, notes, specifications and other bid documents must be resolved in writing by the Owner, Owner's Representative or Engineer prior to continuing the work in question.
- These plans, notes and specifications, along with the other components of the project bidding documents, constitute the only instructions to bidders/contractors, unless written addenda are issued.
- All construction, manufacturing, fabrication and testing of materials shall be performed under the guidelines set forth in applicable local, state and federal codes, and/or under recommendations provided in technical publications of respected professional or industry organizations. Material testing programs, where applicable, shall be presented to the Engineer for review and approval prior to construction.
- All products constructed or manufactured/supplied for the project shall be accompanied by industry acceptable warranties or guarantees.
- For the purpose of these specifications, "Project Completion" is defined as completion of an agreed upon list of punchlist items compiled in a planned project walkthrough held at a time the Contractor considers the project to be "Substantially Complete". The Contractor shall notify the owner and engineer at least 72 hours in advance of substantial completion and schedule a mutually agreeable walkthrough.
- A portion of the site lies within flood zone "AE" with a base flood elevation of 4.0 as indicated on Federal Emergency Management Agency Flood Insurance Rate Map Community Panel No. 12127C0359J dated September 29, 2017.
- Any materials interfering with construction, and all abandoned utility lines, pipes, structures and other subterranean objects to be removed, shall be disposed of as directed by the Owner. All materials not claimed by the Owner shall be disposed of at the Contractor's expense in areas provided by the Contractor.
- The Contractor shall provide all sheeting, shoring and bracing required to meet the requirements of the "Trench Safety Act" and to protect adjacent structures or to minimize trench width. Where a separate pay item is not provided, the cost for all sheeting, shoring and bracing required shall be included in the contract price for the item of work for which sheeting, shoring and bracing is anticipated to be required.
- The Contractor shall endeavor to protect private property. Any damage caused by the Contractor in the performance of his work shall be corrected to the satisfaction of the Engineer at the Contractor's expense. Payment shall not be made for this work.
- Any damage to state, county, or local roads caused by the Contractor's hauling or excavation equipment shall be repaired by the Contractor to the satisfaction of the Engineer. Payment shall not be made for this work.
- The construction lengths indicated in these plans are approximate. Actual limits may be set in the field as directed by the Engineer.
- During land alteration and construction activities, it shall be unlawful to remove vegetation by grubbing, or to place soil deposits, debris, solvents, construction material, machinery or other equipment of any kind within the dripline of a tree to remain on site unless approved by the Engineer.
- All trimming undertaken on a tree protected by provisions of the land development code shall be pruned in accordance with the National Arborist Association (NAA) Pruning Standards.

- The Owner and the Engineer reserve the right to perform quality assurance testing on all materials delivered to project and to reject all materials not meeting acceptable standards.
- The Contractor shall be responsible for the complete stake-out of the project, i.e., line, grade, slope stake, utility relocations or any other stake-out that may be required to complete the project in accordance with the plans and specifications. Any and all expenses incurred for this work shall be included in the unit price bid for other items. No additional payment shall be made for this work. Contractor shall also be required to provide a certified as-built survey of the grading, drainage and earthwork improvements and meet any minimum requirements of The City of Daytona Beach.
- Overall cleanup shall be accomplished by the Contractor in accordance with city standards or as directed by the Engineer. Any and all expenses incurred for this work shall be included in the unit price bid for other items.
- If, during construction activities, any evidence of historic resources including, but not limited to, aboriginal or historic pottery, prehistoric stone tools, bone or shell tools, historic trash pits, or historic building foundations are discovered, work shall come to an immediate stop and the client and the Florida Division of Historical Resources shall be notified within two working days.
- All materials and construction shall be in accordance with the more stringent of the current FDOT Standards and Specifications or City of Daytona Beach Standards and Specifications.
- Contractor shall be responsible for independently calculating all quantities for the project including earthwork. It is the Contractors responsibility to verify the Engineers estimated quantities included on the bid schedule.
- The Contractor shall provide pumping equipment and devices to properly remove and dispose of water during construction, if needed.
- Refer to construction pollution prevention plan for erosion control notes.

SHOP DRAWINGS:

Submit any "Shop Drawing" to the Engineer of Record for review and approval, in writing, prior to ordering and before construction. The "Shop Drawings" also includes, but not limited to, mark-up drawings, sketches, cut-sheets, product literature, additional specifications, photographs and letters.

Shop drawings list:

- Schedule for completion of work with tasks and durations defined.
- Shipping, stockpile and site administration plan (SSSAP).
- Temporary Traffic Control Plan (TTCP) for vehicles and pedestrians, including material deliveries, stockpile area(s), workers parking and construction equipment.
- Site-specific safety plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site. See "Site Safety" notes.
- Demolition methods, including existing piles and existing bulkhead. Strictly prohibit pile cut-offs. Any existing timber structures to be removed shall be disposed of at an upland site. No debris or components shall be disposed of in the water.
- Changes, alternates or other methods different from project plans must be approved, in writing, via "Shop Drawings".
- After completing the punchlist in the field, the Contractor must submit a itemized punchlist, as-built survey and record drawings for final changes and the Engineer of Record approving in writing.

SURVEY INFORMATION:

Topographic information shown hereon from survey performed by ARC Surveying & Mapping, Inc. 06/26/2019. Referenced on the North American Vertical Datum of 1988 (NAVD 88).

CONSTRUCTION SURVEYING:

- Stake-out survey of the project is the responsibility of the Contractor. Beginning and end points will be provided by the Owner, Owner's Representative or Engineer either by stakes in the field or in the project drawings.
- The staked project must be approved by the Engineer prior to commencing construction. The Engineer reserves the right to make alignment changes based on conditions portrayed by the initial stakeout.
- Methods and frequency of continuing stake-out during construction shall be submitted to the Engineer for approval prior to beginning construction.
- The Contractor must perform an independent construction record survey (as-built survey) as a check for compliance at the end of the project. The record survey must be signed and sealed by a State of Florida licensed Professional Surveyor. The record survey must be referenced to feet NAVD 1988.
- The Prime Contractor is advised that certification of the project elevations and alignment is required by the Engineer for final acceptance of work.

AS-BUILT SURVEY AND RECORD DRAWINGS:

- As-built survey and record drawings shall be submitted at the time of the punchlist review and shall be reviewed by the Engineer for completeness and correctness.
- The record drawings shall be a designated set of drawings maintained on site for the purpose of hand-marking all changes and deviations from the original design, no matter

- how slight. Color markings are preferred.
- The record drawings shall also contain any and all field changes with respect to location, alignment, height, width, length, depth, materials, products, etc.

SOIL BORINGS:

- Structural calculations based on the Geotechnical Evaluation, Report # 134898, dated June 20, 2019 by Universal Engineering Sciences, Inc. The Geotechnical Report has a total of four borings, B-1, B-2, B-3 and B-4. Refer to the Geotechnical Report.

DEMOLITION, CLEARING AND RESTORATION:

- Demolition or clearing may require permits. The contractor shall acquire all necessary building permits from the local municipality prior to commencing work.
- Clearing and removal of vegetation, rocks and debris will be required within the project structure footprint.
- Demolition or removal of objects, debris, or material specified or obstructing construction shall take place only to the extent necessary.
- Any permitted demolition or removal from submerged lands or adjacent uplands shall be fully contained within siltation devices such that permit turbidity requirements and state water quality standards are met.
- The site shall be restored by removing and finishing all evidence of construction including temporary haul roads, vehicle ruts, stockpile areas, shoreline slopes and vegetation, sod and areas subject to project work.

DESIGN SPECIFICATIONS:


- Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition), as amended by contract documents.
- Reinforced Concrete Design, Wang & Salmon, First Edition, 1976.
- Introductory Soil Mechanics & Foundations, Sowers & Sowers, Third Edition, 1970.
- Florida Safety Code, Latest edition.
- ASCE 7-10, Wind Loads on Other Structures, Section 29.5, 2010.
- ASCE 7-10, Impact Loads (Debris), Section C.5.4.5, 2010.
- ASCE 7-10, Hydrodynamic Loads (Current), Section 5.4.3, 2010.
- Shore Protection Manual, U.S. Army Corps of Engineers, 1984.
- U.S.C.O.E. Engineering Manual, Design of Pile Foundations, EM 110-1-2906, 1991.
- Simplified Design of Structural Wood, Third Edition, Harry Parker.
- Fishing Pier Design Guidance, Florida Department of Environmental Protection, March 2011.
- Florida Building Code: Accessibility, Latest Edition.
- Wind calculations per ASCE 7-10, "Other Standards", Section 29.5, Page 308.
- Florida Department of Environmental Protection
- Florida Fire Prevention Code, 5th Edition

MOBILIZATION AND DEMOBILIZATION:

- It is understood that this project will require work in and over water. Access to near water construction areas is required for material storing, hauling, erection and construction. All facilities, public or private, used for such purposes shall be repaired to their original condition following "Completion" of the project, including grade and topping (sod, tree/vegetation cover, established road, etc.)
- The Contractor shall present a Shipping, Stockpile and Site Administration Plan (SSSAP) to the Owner, Owner's Representative or Engineer for approval. The plan shall be specific to the project requirements for the particular materials to be delivered to the site, describing delivery points, stockpile areas, temporary debris/trash storage areas, temporary field office (including utilities maintained there), fencing, security and a statement of commitment and details for maintaining safety on the site.
- The Owner, Owner's Representative or Engineer shall have the right to exercise reasonable alterations or additions to the SSSAP.
- It is the contractor's responsibility to coordinate, and pay for, necessary utilities to occupy the site and perform the work.
- The Contractor shall not demobilize until project completion. And all parties have agreed and signed off in writing.

SITE MAINTENANCE:

- The Contractor shall maintain a clean and neat site, void of loose debris, trash, remnant parts or materials.
- Trash receptacles and removal service shall be maintained by the Contractor specifically for this project. Pre-existing trash/debris facilities shall not be used to maintain the project.
- Temporary debris piles shall be limited in number as much as practical and contained in designated areas until removal. Debris and trash shall not be scattered in areas outside the limited designated areas at any time.
- Removal of trash/debris shall be scheduled as appropriate to not allow piles to reach five feet in height or greater than ten feet in diameter. Debris individually larger than these dimensions shall be removed from the site within five working days. Receptacles shall not overflow at any time.

DRAWING: GENERAL NOTES	DMC JOB NO. 19-006-36	SHEET NO. C-14
	DRAWN NT	CAD C3D
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN	CHECKED AR	SCALE AS SHOWN
CLIENT: CITY OF DAYTONA BEACH	APPROVED SKP	DATE 07/26/2019
Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS 4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com		
301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400		
		

Drawing Name: D:\My Share\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeel Tab GN2 7/26/2019

- The Contractor shall employ a Temporary Traffic Control Plan (TTCP) for vehicles and pedestrians, including material deliveries, stockpile area(s), worker parking and construction equipment. The plan must be in writing, including sketches or drawings, and must be submitted to the Owner, Owner's Representative or Engineer for review and approval before commencement of any work.
- The Contractor shall follow all applicable local, state and federal codes regarding site maintenance.

SITE SAFETY:

- The Contractor shall prepare and adhere to a Site-Specific Safety Plan. The contents of the plan are:
- Identification of potential hazards and injuries pertaining to the specific site and project.
 - Location of nearest hospital.
 - Assure availability of at least one working cell phone and one vehicle on site at all times.
 - Emergency contacts within the subcontractor's organization and at the Prime Contractor's organization.
 - All field personnel shall wear appropriate safety attire and utilize appropriate personal protection equipment for a given task/operation such as safety glasses/goggles, masks, shields, gloves, harnesses, hard hats, steel-toed boots, etc.
 - Safety kit shall be available onsite at all times with appropriate materials for potential hazards and injuries.
 - The Site-Specific Safety Plan shall be distributed and reviewed with all site workers prior to said workers commencing work on the project site.
 - The Contractor shall follow all applicable local, state, and federal codes regarding site safety.
 - The contractor shall adjust the means and methods of this plan as appropriate for maintaining site and operational safety.
 - Concrete trucks and large earth moving equipment shall not be parked or operated within 25 feet of any bulkhead wall.

WORK BY OTHERS ON SITE:

- The contractor shall coordinate with other contractors or utilities which must access, and work in, the same area.
- Disposal of demolition debris, stockpiling material or equipment shall not impede any upland construction or access.

CONTRACTOR REQUIREMENTS FOR SITE CLEARING, GRADING AND EROSION DESIGN AND CONSTRUCTION NOTES:

The following measures represent minimum standards to be adhered to by the Contractor throughout the construction of this project. The regulatory agencies reserve the right to require additional measures to be employed when warranted by extreme conditions, and/or the failure of the contractor to employ appropriate erosion control best management practices. Failure to comply with these provisions shall result in the issuance of a "stop work order".

- It shall be the responsibility of the Contractor to have all protective vegetation barricades and erosion control structures and measures in place prior to the commencement of any earthwork, including preliminary grubbing. These measures include, but are not limited to; temporary construction fences, hay bales, silt fences, and floating turbidity barriers. Further, it shall be the responsibility of the Contractor to maintain all erosion control devices throughout the duration of the entire project. Maintenance shall include periodic inspection and removal of debris abutting erosion control devices.
- Prior to the installation of any fill materials on subject site, silt fences shall be installed: (1). along subject site boundary and property lines; (2). at the edge of conservation easements and wetlands; (3). adjacent to natural landscape buffers; (4). around the perimeter of existing storm water treatment facilities, and; (5). at any additional areas that the city deems in need of protection from potential erosion impacts during construction. These conditions shall apply in all instances where fill material is being installed within 25 feet of any of the aforementioned locations. While these items represent the minimum requirements, the City, ACOE and FDEP reserve the right to impose additional protective measures, as determined during actual site visits conducted throughout project construction.
- At a minimum, the Contractor shall seed and mulch all disturbed areas. Sufficient grass coverage is to be established within thirty days.
- Absolutely no burying of cleared materials is permitted.
- A signed, dated, and sealed letter from a soils engineer or the engineer of record certifying that the areas to be filled have been stripped of organic materials, must be submitted to the city prior to filling.
- Fill material is to be placed in one foot lifts and compacted to the appropriate density (98% for paved areas and 95% for building pads and all other areas as per AASHTO T-180).
- If any muck material is discovered, it shall be required to be removed and replaced with a suitable material that is properly backfilled, compacted and tested using AASHTO T-180 modified proctor method.

- Stockpiles shall not exceed six feet in height measured from the original grade. silt fence shall be placed at the base of all stockpiles. At a minimum, stock piles that will remain in place in excess of twenty days should be seeded and mulched.
- Soils are to be stabilized by water or other means during construction. This is intended to reduce soil erosion and the impact to neighboring communities. Adequate watering methods should be employed to allow daily coverage of the entire limits of all areas that do not have an established vegetative cover. Methods to be employed include, but are not limited to, water trucks, permanent irrigation system, temporary sprinkler systems operated by pumping units connected to wet retention ponds, water cannons, temporary irrigation systems mounted atop stockpile areas, and other methods as deemed necessary by the county.
- All fill materials located beneath the berms shall consist of clean granular sand free from organics and similar material that could decompose.

BACKFILL SOIL AND SURFACE TREATMENT:

- Backfill material shall be from an upland source and shall be clean, construction-quality sand, free from organics, oils, grease and debris. The source company shall provide a sieve analysis to the engineer for approval prior to shipping material.
- Backfill material shall be placed in maximum 12-inch lifts and compacted to minimum 98 percent optimum proctor moisture content and density. The bottom, middle and top of backfill shall be tested, at the expense of the Contractor, by a qualified independent testing company. The testing company name, qualifications and contact information shall be provided to the Owner, Owner's Representative or Engineer for approval prior to commencing soil testing.
- Backfilling shall not be performed until after the cap has sufficiently cured to design strength and the tie-backs are completely installed.
- The backfilling and compaction should be performed with the smallest practical equipment to reduce surcharge on the structure during the operation. Heavy equipment shall not be operated within 25 feet of the sheet-piling. The contractor shall review backfilling procedure with the engineer prior to commencing.

SHEET-PILING AND TIMBER PILING INSTALLATION:

- Design Live Load:
Live Load: TBD
- Equivalent composite sheet-pile wall:
 - TBD
 - Crane Materials International (CMI)
UC-95
- The pilings shall be of the size and length shown in the plans.
- All pilings shall be set full length with top elevation as shown in plans. Cut-offs are not allowed except for minimal required (max. 6") to remove tops damaged by the pile-driver.
- The pile driving equipment shall be of the proper size and have the capacity to handle, place and hold the piles to the alignment shown in the project drawings. The equipment shall be maintained in the safe operating condition.
- Prior to signing of the construction contract, the Contractor being considered shall have all major equipment items available for inspection. Any deficiencies in quality and quantity or type of equipment shall be corrected prior to commencing work and such correction shall be a required condition to properly fulfill the contract. This inspection and subsequent approval shall in no way relieve the Contractor from his obligation to provide all equipment required to properly perform the work.
- Cut-off of sheet-piling is strictly not allowed unless approved by the Engineer. The contractor shall make an earnest attempt to drive pilings to grade, utilizing alternate methods or ideas to make the grade. When requesting permission to cut off sheet piles, the Contractor shall provide a minimum of 72 hours advance notice to the Engineer to inspect the site and make recommendations. The sheet pile must remain "as-is" until the Engineer completes the field inspection and makes recommendations. Any sheet pile cut off without written approval by the Engineer shall be removed and replaced at no additional cost to the city.
- Contractor shall keep a pile driving log on the site at all times which shall include the following information: date, time, weather conditions, equipment used, pile location designation, blows per foot over entire driving sequence, total length of pile (after driving and cut-off, if cut-off allowed), amount of jetting or punching (if requested and approved), unusual pile behavior, damage and re-driving. This log shall be available to the Engineer or Owner's Representative at any time during the job. Updated copies of log pages shall be provided to the Engineer at least weekly throughout the project. If a vibratory hammer or jetting equipment is used to install pilings, the time needed to hammer and/or jet each piling shall be recorded.

- Jetting of piles is permitted with approval of the Engineer. The final five (5) feet of all sheet piles must be driven.
- If solid rock, debris or refusal is encountered prior to achieving the minimum penetration, then the strata shall be tool-punched at least two feet into the strata. A minimum of 2/3 of the total embedment requirement must be achieved. No additional payment will be made for pile driving where this work is required. It is the Contractor's responsibility to investigate the site and make preliminary probes if necessary. Arrange site visits for this purpose directly with the Owner.
- The pile handling and driving procedure shall not subject the piles to excessive abuse causing damage. The pile-driver/sheet-piling connection shall be made such as to minimize damage to the sheet-piling and eliminate or reduce cut-off. Any pile so damaged in handling or driving shall be replaced by a new pile, or otherwise corrected, as directed by the Owner, Owner's Representative or Engineer and at the expense of the Contractor.
- All in-water timber pilings must be wrapped with a mechanically tensioned HDPE membrane as per the details in the plans. All piling wraps must have a rolled, positive vertical closure that significantly restricts leaching of pile preservative from the pile into the surrounding environment while preventing oxygenated water from entering the wrap. All pilings must be wrapped with a hermetic top seal (compressed and banded). All piling wrap hardware shall be 316 alloy stainless steel. Pile wraps shall be placed from 15" below mudline to 18" above MHW.

PROJECT CONCRETE - CAP AND DEADMAN: TBD

- All mix designs by the concrete supplier or contractor must be submitted to the Engineer for approval prior to submitting order.
- Precast deadmen shall be handled by protected sling, carriage beams or flat nylon straps, without embedded lifting hooks if possible. Non-corrosive devices may be embedded for the purposes of removing from forms and lifting if shown to the Engineer to be necessary. Care must be taken not to damage the deadmen by abrasion, stress cracking or handling before concrete reaches full strength. Damage products due to shipping, handling or placement shall be repaired or replaced to the Owner's, Owner's Representative or the Engineer's satisfaction.
- All cast-in-place cap concrete shall be of the same mix design as follows:
 - Compressive Strength = 6,000 psi min.
 - Water-cement ratio <= 0.40.
 - Air entrainment = min. 2 to 3%.
 - Potable water, no chlorides.
 - Type I Cement.
 - 6% addition of microsilica per weight of binders.
 - Large and small aggregates washed and free of chlorides or reactive chemicals.
 - Retarders or accelerators not allowed unless justified to the Engineer prior to their use.
- All precast deadman concrete shall be of the same mix design as follows:
 - Compressive Strength = 4,500 psi min.
 - Air entrainment = min. 2% to 3%.
 - Potable water, no chlorides.
 - Type I Cement.
 - Large and small aggregates washed and free of chlorides or reactive chemicals.
 - Retarders or accelerators not allowed unless justified to the Engineer prior to their use.
- Concrete cover from all exterior faces shall be 4" clear to the outmost face of any reinforcement, including stirrups, unless otherwise noted in the plans.
- No greater than 45 minutes may transpire between individual castings. Trucks may not sit on for grater than 45 minutes. Trucks sitting full on site for grater than 45 minutes shall be rejected at the contractor's expense. Delays in casting a given form greater than 45 minutes shall be rejected unless an acceptable construction joint can be made.
- A working concrete vibrator must be on site prior to delivery of first concrete. The Owner, Owner's Representative or Engineer shall not allow concrete to be cast otherwise.
- Vibrate concrete fully, particularly at corners and edges, in a continuous vertical plunging motion, never allowing the vibrator to become motionless in the concrete. Concrete with substantial voids or honeycombing will be rejected.
- Continually wet water cure horizontal surfaces for at least three days and all exposed concrete surfaces after concrete is set. For the purpose of this specification "set" is when the concrete surface is hard enough so that when "knocked" with the knuckles the concrete is not dented. The Contractor is responsible for arranging a water source for curing purposes prior to commencing casting of concrete.

DRAWING: GENERAL NOTES	DMC JOB NO. 19-006-36	SHEET NO. C-15
	DRAWN: NT	CAD: C3D
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN	CHECKED: AR	SCALE AS SHOWN
	APPROVED: SKP	DATE: 07/26/2019
	CLIENT: CITY OF DAYTONA BEACH	
Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS 4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com		
301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400		
		

Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeel Tab: GN3 7/26/2019

10. Apply Master Builders/BASF "ConFilm" or Euclid Chemical "Eucobar" product immediately after first float and then after final finish. Refer to manufacturer's recommendations for mixing and application.
11. The final alignment of the concrete cap shell be straight and level per elevations and plans provided.
12. Concrete materials testing per acceptable ASTM methods and intervals. A material testing program must be prepared by the Contractor and/or manufacture for review and approval by the Engineer. At least one set of four cylinders shall be cast for any one day's work, or work between construction joints, or more if prescribed by ASTM.

VERTICAL JOINTS IN CONCRETE CAP:

1. Joints shall be placed where shown in the plans with a full cross-section width of 1/2-inch ± 1/4-inch.
2. A closed-cell neoprene backer rod shall be placed around the entire joint to create a fill depth of 1/2".
3. Fill joint using "SikaFlex II C Sealant" according to instruction for mixing, placing and required equipment.
4. Cap reinforcing shall stop 4 inches from the ends of each segment as shown in the plans.

TIEBACKS: (TBD)

1. Tierods shall be one-piece, stainless steel of the size, length and details shown in the plans. Welding or coupling rods is not acceptable.
2. The dimension of the tierod between the landward side of the wall and the face of the deadman is not the length of rod that should be ordered. The rod must be longer to account for embedment in the cap and deadman. Refer to the tierod details and notes in the plans.
3. Deadmen shall be cast either on site or pre-cast at a manufacturing yard. If pre-cast deadmen are used, then the Contractor shall submit shop drawings to the Engineer for approval prior to ordering or installing deadmen.

ENVIRONMENTAL AND PERMITS:

1. The U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), regional Water Management District (WMD) and the local city or county may exert jurisdiction over construction of the project. The contractor shall be responsible to understand and comply with all applicable permit conditions imposed by the jurisdictional agencies, if permits are necessary. If not, the Contractor must at least comply with general state water quality standards for siltation and guidelines for encounters with threatened and endangered species, including, but not limited to, the state manatee guidelines.
2. All building and construction-related permits from the local (city or county) or state authorities are the responsibility of the Contractor.
3. National Marine Fisheries Services has special conditions for sea turtles, smalltooth sawfish and manatees. See details.

TIMBER:

1. Southern Yellow Pine (SYP) Lumber:
Decking - SYP No. 1 Prime
Railings and Posts - SYP No. 1 Grade
Stringers and Cap Boards - SYP No. 2 Grade
Southern Pine Treated Round Timber:
Pile grade in accordance with ASTM D25.
2. All ramps established within the wooden dock sections should be established to ADA requirements. Slopes must not exceed 1:12 (V:H) and handrails must be established on both sides of the ramp according to the typical section found in plans. Transition of the wooden access ramps should be flush with the deck and a minimum clearance of 36" of space should be between handrails.
3. All stringers, pile cap boards or other timber components not within the walkways shall be SYP No. 2 Grade.
4. Treatment of timber shall be as follows: Handrails and decking -0.25 PCF CCA (Copper Chromium Arsenate), stringers, pile cap boards and other components except pilings -0.6 CCA, pilings/posts -2.5 CCA. If required by the owner or local agency, treatment shall be equivalent levels of ACQ (Alkaline Copper Quaternary). Refer to timber supplier for equivalent ACQ levels of protection.
5. All timber, lumber and pilings shall be marine grade and identified by the grade and treatment mark of a recognized organization or independent agency certified by the American Lumber Standards Committee.
6. Decking shall be placed with 1/4 inch gaps between boards.
7. One layer of roofing felt shall be placed between deck (each one) and stringers.

8. All boards for decking shall be installed crown down.

BOLTS & SCREWS:

1. All fasteners, including nails, screws, threaded rods, bolts, nuts, washers, plates, lags, etc. shall be grade 316 stainless steel (SS). Washers used with single-bolted or double bolted connections (for example: stringer to piling connection, cap board connections or cross-bracing) shall be minimum 3-inch diameter "dock washers". Standard Washers for Splice Block and Railings.
2. Bolts shall extend fully through the nuts but not extend beyond the nut more than 1/2 inch.
3. Stainless Steel (SS) screws as shown in plans.

HURRICANE STRAP:

1. Simpson Strong Tie Twist Straps (stainless steel hurricane straps), HTSQ20SS-SDS.
2. Eight (8) total screws, half stringers and half cap boards. Screws shall be Simpson Strong Tie 1/4" x 1 1/2" SDS, Stainless Steel.

DRAWING: GENERAL NOTES	DMC JOB NO. 19-006-36	SHEET NO. C-16
	DRAWN: CAD C3D	CHECKED: AR
PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN	SCALE AS SHOWN	DATE: 07/26/2019
CLIENT: CITY OF DAYTONA BEACH	STEPHEN J. KUHN, P.E. FLORIDA LICENSE No. 87486	
Dredging & Marine Consultants  ENGINEERS • SCIENTISTS		
4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com		
301 S RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400		
		



UNITED STATES DEPARTMENT OF COMMERCE
 National Oceanic and Atmospheric Administration
 NATIONAL MARINE FISHERIES SERVICE
 Southeast Regional Office
 263 13th Avenue South
 St. Petersburg, FL 33701

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
 2011

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

- The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
- The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
- Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
- All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.
- If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
- Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
- Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

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

- All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

Revised: March 23, 2006

O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc



Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\0 SEAWALL.dwg By: Ankeet, Tab: GN3 (2), 7/26/2019

DRAWING: ENVIRONMENTAL NOTES	
DMC JOB NO.	19-006-36
DRAWN	CAD C3D
CHECKED	AR
APPROVED	SKP
SHEET NO. C-17	
SCALE AS SHOWN	
DATE: 07-26-2019	

PROJECT NAME:	RIVERFRONT PARK SEAWALL DESIGN
CLIENT:	CITY OF DAYTONA BEACH

STEPHEN J. KUHN, P.E.
 FLORIDA LICENSE NO. 87486

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PERMIT FOR LANDSCAPING ON STATE ROAD RIGHT OF WAY (TURNPIKE AND NON-LIMITED ACCESS ROADWAY ONLY)

THIS SECTION TO BE COMPLETED BY PERMITTEE

Date 1/24/2020

Permittee: Name JAMES NELSON Telephone No. (386) 671-8613 ext. Address 950 Bellevue Ave City Daytona Beach State Florida Zip Code 32114

1. Location of proposed portion of right of way to be landscaped: State Road No. SR 600 County Volusia Street Name US 92 BRIDGE Address Intersection of Beach Street and SR 600, Daytona Beach, Florida 32114 Section 080 Sub-Section 001 Milepost 0.000 - 0.047

2. Is proposed site to be landscaped within corporate limits of municipality? [X] Yes [] No If yes, name the municipality City of Daytona Beach

3. Permittee declares that prior to filing this application for permit, he/she has ascertained the location of all existing utilities, both aerial and underground, and the accurate locations are shown on the landscape plans. A letter of notification was mailed on 1/24/2020 to the following utilities/municipalities: City of Daytona Beach Utilities Department - Jan 24,2020 FDOT - Mr. Allen Ferguson - Feb 10, 2020

4. Landscaped areas will not be permitted on state road limited access facilities except on Florida's Turnpike as allowed in Rule 14-40.003(3)(f), Florida Administrative Code.

5. It is expressly stipulated that this permit is a license for permissive use only and that the construction within and/or upon public property pursuant to this permit shall not operate to create or vest any property right in said holder. This permit does not relieve the permittee of local or other jurisdictional requirements.

6. The project shall meet the requirements of Rule 14-40.003, Florida Administrative Code. The Permittee shall construct and maintain according to the attached landscape plans, maintenance plans and maintenance of traffic plans.

7. The Permittee shall be responsible for all maintenance of the landscaped area, as described in this permit, for the duration of time the landscaped area exists on Department right of way. The maintenance shall be performed in accordance with Department procedures under the direction of the Area Maintenance Engineer or designee.

8. Whenever it is determined by the Department that it is necessary for the construction, repair, improvement, maintenance, safe and/or efficient operation, alteration or relocation of any portion or all of said highway and/or public transportation facility; any and all landscaping installed by the Permittee shall be immediately removed from said highway or reset or relocated thereon as required by the Department, all at the expense of the Permittee.

9. All material and equipment shall be subject to inspection by the Maintenance Engineer or his/her authorized representative.

10. During construction of landscape project, all safety regulations of the Department shall be observed and the holder must take measures, including placing and displaying of safety devices, that may be necessary in order to safely conduct the public through the project area in accordance with approved plans as required in Rule 14-40.003(3)(9), Florida Administrative Code.

Applied 2020-L-591-00001 Yougens Pierre 2/13/2020

PERMITTEE CONT'D

- 11. The Permittee shall notify the appropriate Area Maintenance Engineer or designee 48 hours prior to starting work and again immediately upon completion of work.
- 12. In case of non-compliance with the Department's requirements in effect as of the approved date of this permit, this permit is void and the work will have to be brought into compliance or removed from the right of way at no cost to the Department. Any false information supplied on this form renders this permit null and void.
- 13. The Permittee, shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agents, employees, or subcontractors during the performance of the landscape project as approved by this permit, whether direct or indirect, and whether to any person or property to which the Department or said parties may be subject, except that neither the Permittee nor any of its subcontractors will be liable under this Article for damages arising out of the injury or damage to persons or property directly caused or resulting from the negligence of the Department or any of its officers, agents or employees.
- 14. I, the undersigned, do hereby agree to comply with all requirements established by this permit and Rule 14-40.003, Florida Administrative Code.

Submitted By: **JAMES NELSON**

(SIGNATURE OF PERMITTEE)

JAMES NELSON

(NAME TYPED OR PRINTED)

THIS SECTION TO BE COMPLETED BY DEPARTMENT PERSONNEL

The above landscape project is: Approved Not Approved

If not approved, the reason is:

The Permittee shall commence work within 30 days of permit approval date and shall be completed by 2/13/2021.

Special conditions/instructions by the Department:

A copy of Rule 14-40.003, Florida Administrative Code, is attached hereto and made a part of this permit.

Yougens Pierre

(SIGNATURE OF AUTHORIZED DEPARTMENT OFFICIAL)

Date Issued: 2/13/2020

Yougens Pierre

(TYPED OR PRINTED NAME)

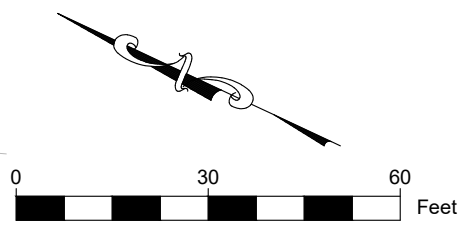
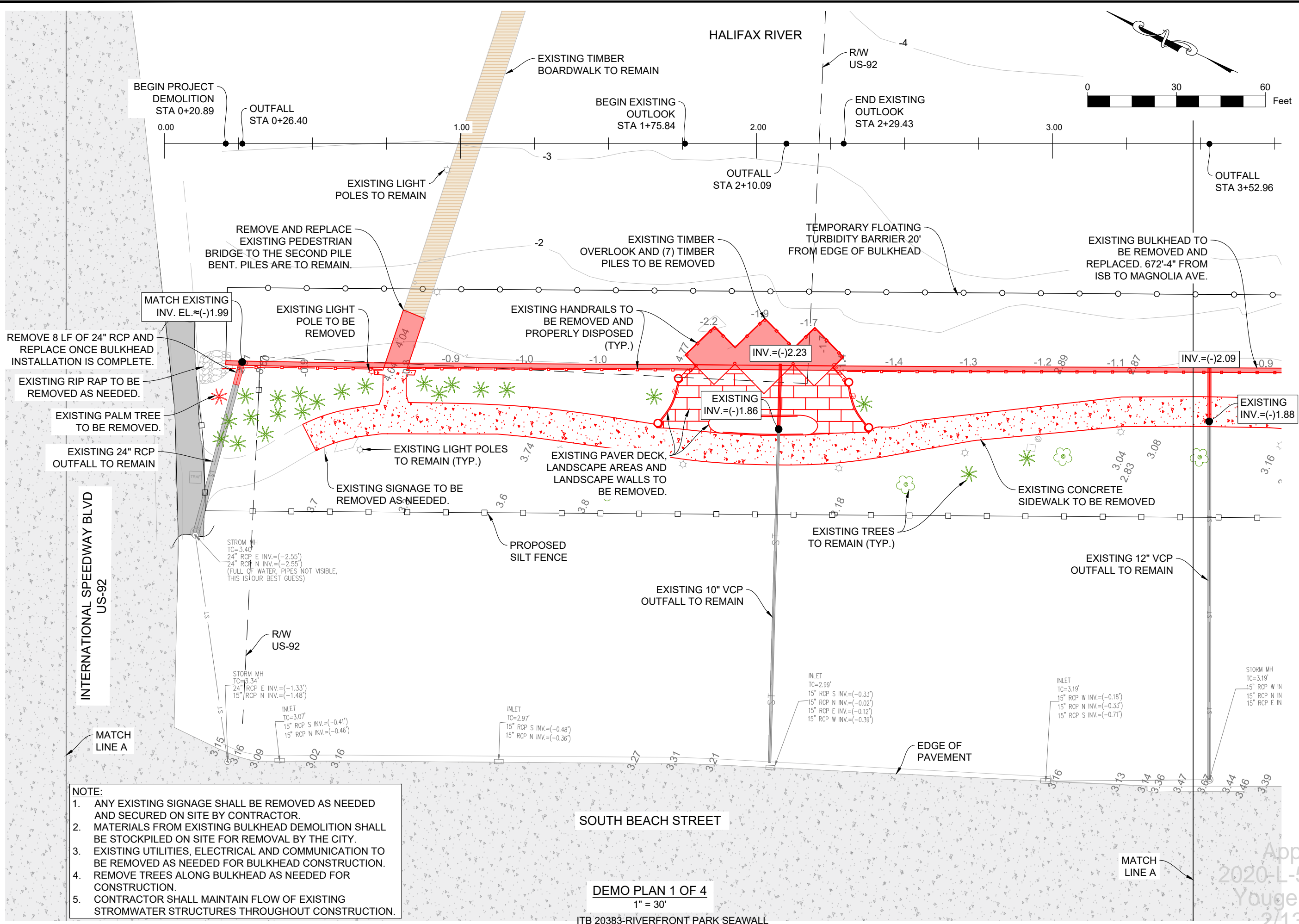
Permit No.: 2020-L-591-00001

MAINTENANCE PROJECT MANAGER III

(TYPED OR PRINTED TITLE)

Approved
2020-L-591-00001
Yougens Pierre
2/13/2020

Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\15-006-36 Riverfront Park Seawall Design\Drawings\15-006-36 Riverfront Park Seawall Design\FDOT.dwg By: DMC-CAD Tab: DEMO 1 1/22/2020



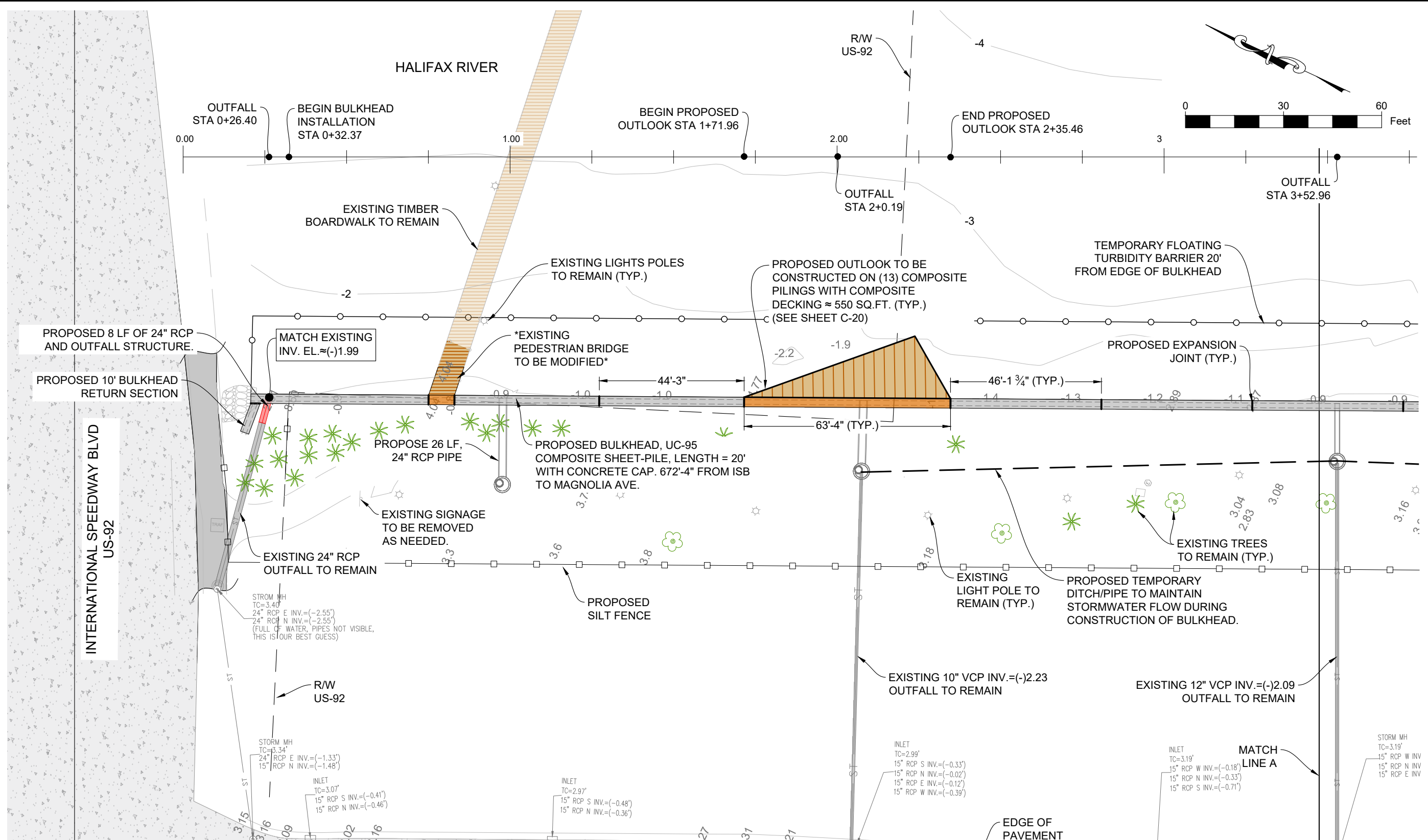
- NOTE:**
1. ANY EXISTING SIGNAGE SHALL BE REMOVED AS NEEDED AND SECURED ON SITE BY CONTRACTOR.
 2. MATERIALS FROM EXISTING BULKHEAD DEMOLITION SHALL BE STOCKPILED ON SITE FOR REMOVAL BY THE CITY.
 3. EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION TO BE REMOVED AS NEEDED FOR BULKHEAD CONSTRUCTION.
 4. REMOVE TREES ALONG BULKHEAD AS NEEDED FOR CONSTRUCTION.
 5. CONTRACTOR SHALL MAINTAIN FLOW OF EXISTING STORMWATER STRUCTURES THROUGHOUT CONSTRUCTION.

DEMO PLAN 1 OF 4
1" = 30'
ITB 20383-RIVERFRONT PARK SEAWALL
Page 140 of 153

<p>DRAWING: DEMO PLAN 1 OF 4</p> <p>DMC JOB NO. 19-006-36</p> <p>DRAWN: NT</p> <p>CHECKED: AR</p> <p>APPROVED: SKP</p>	<p>SHEET NO. C-04</p> <p>CAD: CSD</p> <p>SCALE AS SHOWN</p> <p>DATE: 1-22-2020</p>	<p>PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN</p> <p>CLIENT: CITY OF DAYTONA BEACH</p> <p>DESIGNER: STEPHEN J. KUHN, P.E.</p> <p>FLORIDA LICENSE NO. 67486</p>
<p>4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcinc.com</p>		
<p>301 S. RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400</p>		

Approved
2020-1-59
Younger
2/13/2020

Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\15-006-36 Riverfront Park Seawall Design\Drawings\SEAWALL-FDOT.dwg By: DMC-CAD Tab: SITE 1 1/22/2020



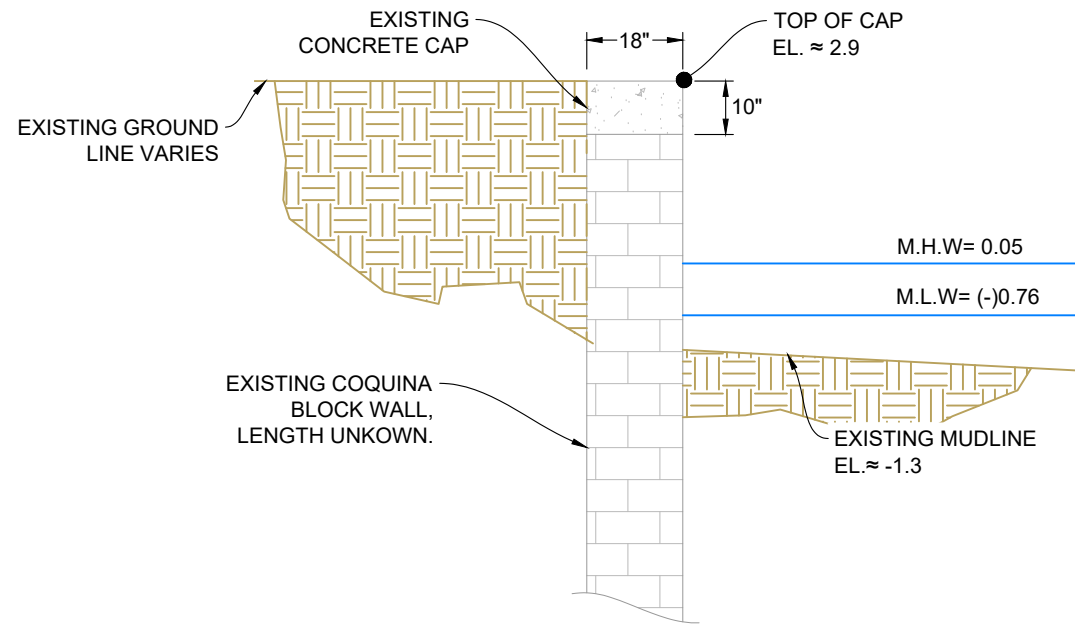
- NOTE:**
1. PROPOSED HANDRAIL ATTACHED TO CONCRETE CAP NOT SHOWN FOR CLARITY.
 2. EXISTING UTILITIES, ELECTRICAL AND COMMUNICATION TO BE REMOVED AS NEEDED FOR BULKHEAD CONSTRUCTION.
 3. *PEDESTRIAN BRIDGE SHALL BE RECONSTRUCTED TO LIMITS OF REMOVAL. STRUCTURE SHALL BE CONSTRUCTED UTILIZING EXISTING PILES AND NEW CAPBOARDS, STRINGERS AND COMPOSITE DECKING WITH TIMBER HANDRAIL TO MATCH EXISTING. ALL HARDWARE SHALL BE STAINLESS STEEL. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR APPROVAL PRIOR TO ORDERING MATERIALS.*
 4. CONTRACTOR SHALL MAINTAIN FLOW OF EXISTING STORMWATER STRUCTURES THROUGHOUT CONSTRUCTION.

BULKHEAD LEGEND	
TOP OF CAP EL.=4.0	
TOP OF CAP EL.=4.5	

SITE PLAN 1 OF 4
1" = 30'
ITB 20383-RIVERFRONT PARK SEAWALL
Page 141 of 153

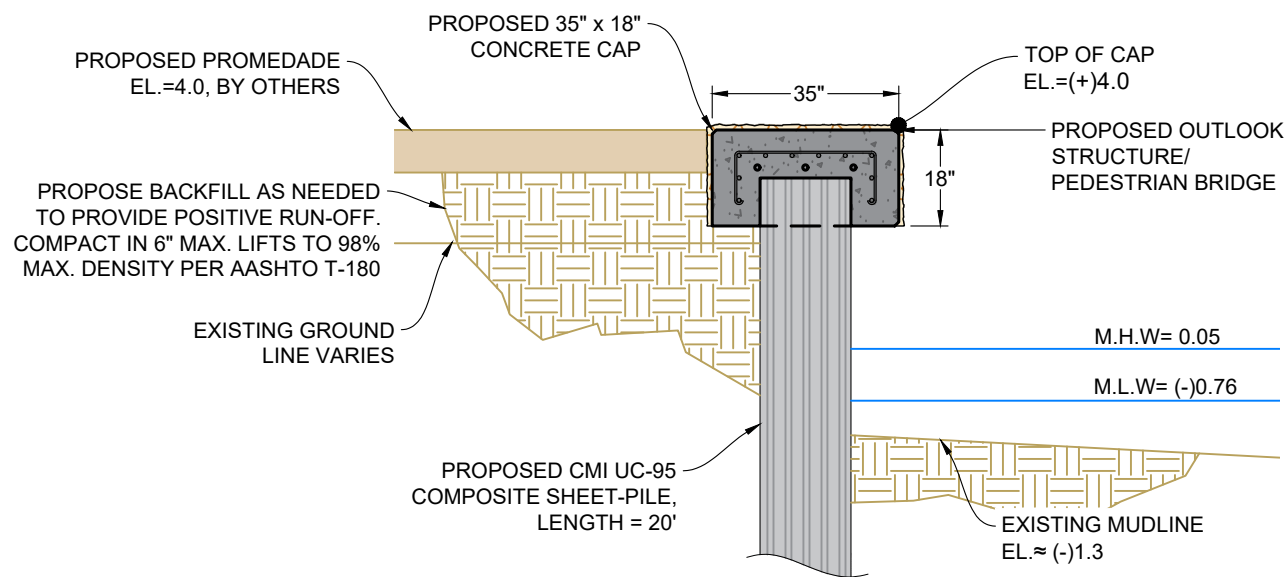
<p>DRAWING: SITE PLAN 1 OF 4</p> <p>DMC JOB NO.: 19-006-36</p> <p>DRAWN: NT</p> <p>CHECKED: AR</p> <p>APPROVED: SKP</p>	<p>SHEET NO.: C-08</p> <p>CAD: CSD</p> <p>SCALE: AS SHOWN</p> <p>DATE: 1/22/2020</p>	<p>PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN</p> <p>CLIENT: CITY OF DAYTONA BEACH</p> <p>4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmcsc.com</p> <p>DMC ENGINEERS • SCIENTISTS</p> <p>301 S. RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400</p>
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Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\01 SEAWALL-FDOT.dwg By: DMC-CAD Tab: BULKHEAD C-SECTION 1/22/2020



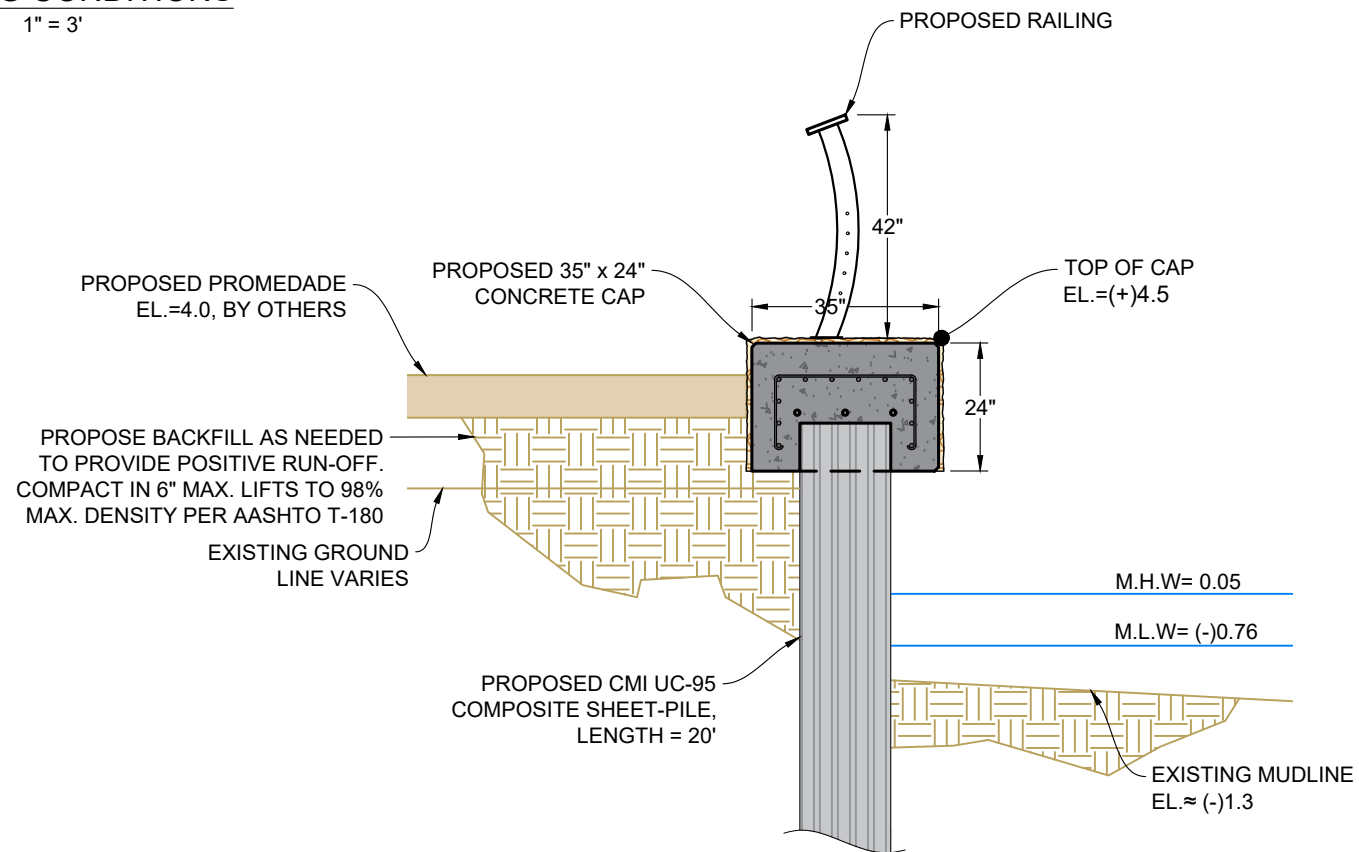
EXISTING CONDITIONS

1" = 3'



PROPOSED 18"H BULKHEAD CROSS-SECTION

1" = 3'



PROPOSED 24"H BULKHEAD CROSS-SECTION

1" = 3'

DRAWING: BULKHEAD CROSS-SECTIONS	
DMC JOB NO. 19-006-36	SHEET NO. C-12
DRAWN: NT	CAD: CSD
CHECKED: AR	SCALE AS SHOWN
APPROVED SKP	DATE 1-22-2020

PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN
 CLIENT: CITY OF DAYTONA BEACH

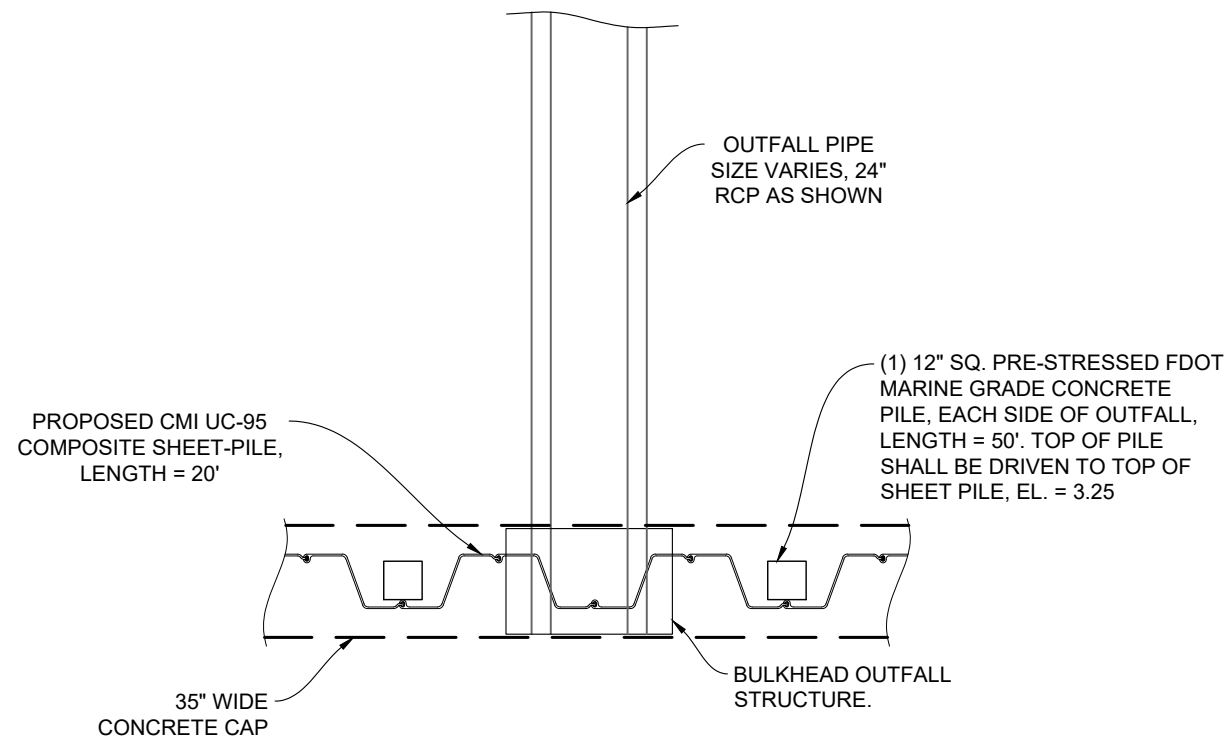
STEPHEN J. KUHN, P.E.
 FLORIDA LICENSE No. 67486

Dredging & Marine Consultants
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 2020-L-59
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 2/13/2020

Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\19-006-36 Riverfront Park Seawall Design\Drawings\19-006-36 Riverfront Park Seawall-FDOT.dwg By: DMC-CAD Tab: SUPPORT 1/22/2020



**BULKHEAD SUPPORT DETAIL - PLAN
TYPICAL OUTFALL**
1" = 5'

DRAWING: BULKHEAD SUPPORT AT OUTFALLS			
DMC JOB NO.	19-006-36		
DRAWN	NT	CAD	CSD
CHECKED	AR	SCALE AS SHOWN	SHEET NO.
APPROVED SKP	DATE	1-22-2020	C-17

PROJECT NAME:
RIVERFRONT PARK SEAWALL DESIGN

CLIENT: **CITY OF DAYTONA BEACH**


STEPHEN J. KUHN, P.E.
FLORIDA LICENSE No. 67486

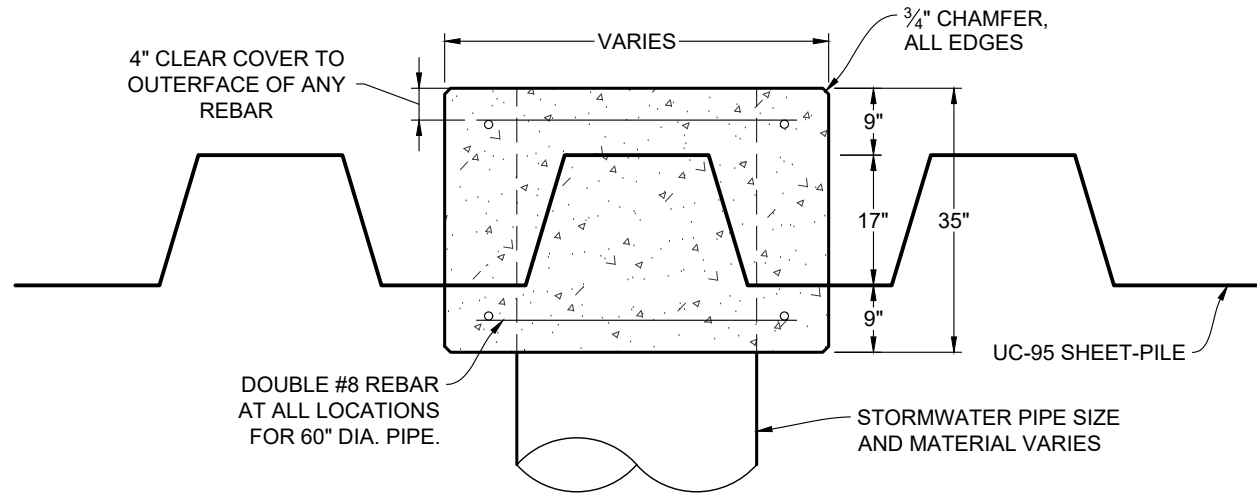
Dredging & Marine Consultants
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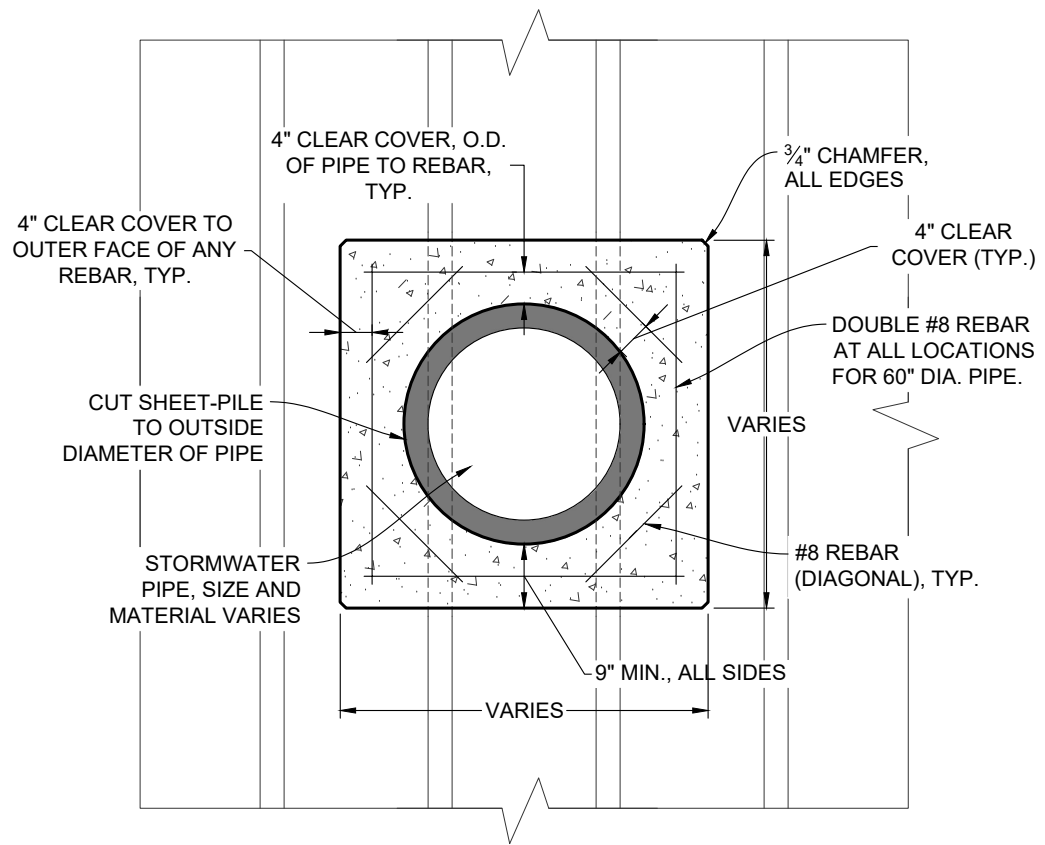
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2020-L-59
Younger
2/13/2020





NOTE:
SEE SITE PLAN SHEETS FOR OUTFALL
PIPE SIZE AND MATERIAL .



TYPICAL OUTFALL THROUGH BULKHEAD
N.T.S.

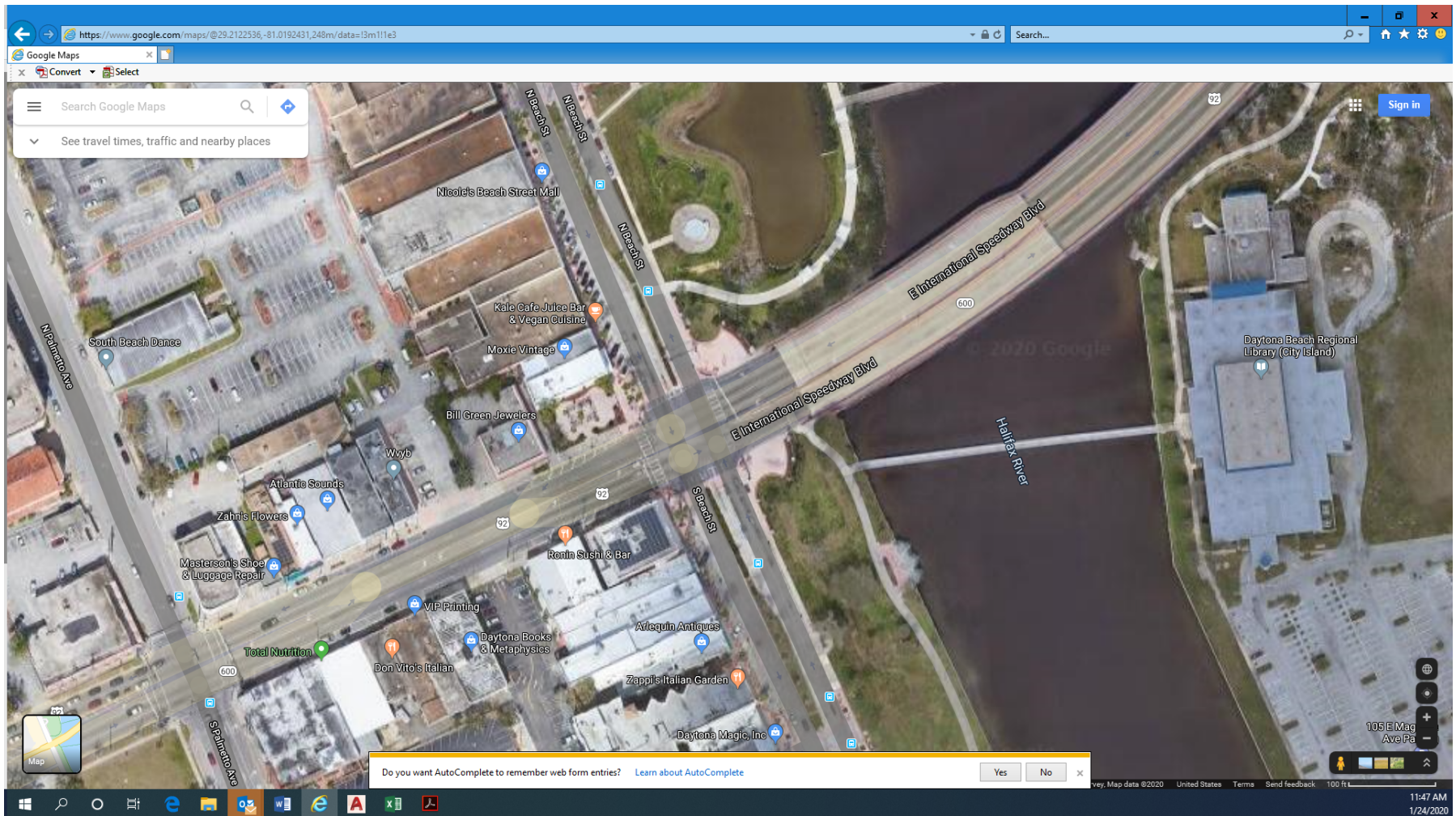
REINFORCED CONCRETE MIX:
w/c ≤ 0.40 (MAX.), f/c 6,000 psi
COMPRESSION STRENGTH, 6%
MIN. MICROSILICA (BY WEIGHT)

Drawing Name: D:\My Share\Sync\DMC Projects\006 - City of Daytona Beach\115-006-36 Riverfront Park Seawall Design\Drawings\1. SEAWALL-FDOT.dwg By: DMC-CAD Tab: STORMWATER 1/22/2020

DRAWING: BULKHEAD OUTFALL DETAILS	DMC JOB NO. 19-006-36	DRAWN NT	CAD CSD	SHEET NO. C-18
	PROJECT NAME: RIVERFRONT PARK SEAWALL DESIGN	CHECKED AR	SCALE AS SHOWN	APPROVED SKP DATE 1-22-2020
CLIENT: CITY OF DAYTONA BEACH		Dredging & Marine Consultants DMC ENGINEERS • SCIENTISTS		
4643 S. Clyde Morris Blvd Unit 302 Port Orange, FL 32129 Phone: (386) 304-6505 Fax: (386) 304-6506 www.dmc.com		301 S. RIDGEWOOD AVE. DAYTONA BEACH, FL 32114 (386) 671-8400		

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2020-L-59
Younger
2/13/2020





Approved
2020-L-591-00001
Yougens Pierre
2/13/2020

From: [Barton, Justin](#)
To: [Nelson, James](#)
Subject: Beach street Seawall
Date: Friday, January 24, 2020 11:50:56 AM

Jim,

This email is to confirm your coordination with the utilities department for the Beach Street sea wall project.

Justin Barton
City of Daytona Beach utilities department

Approved
2020-L-591-00001
Yougens Pierre
2/13/2020





Approved
2020-L-591-00001
Yougens Pierre
2/13/2020



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2/13/2020



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Yougens Pierre
2/13/2020

Routine Maintenance and future repairs in ROW of the permitted project will be covered by the City of Daytona Beach.

Approved
2020-L-591-00001
Yougens Pierre
2/13/2020