CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. **19-004**

Clerk Tracking No. 2018-00194

Project Name: **CDBG Anthony Park Restroom Site Work**

THIS AGREEMENT (the "Agreement") is made and entered into this **19th day of December 2018** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Heritage Utilities, LLC,** a Florida Limited Liability Company that is located at: **566 Commercial Avenue; Naples, Florida 34104** (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an **(ITB) Invitation to Bid No. 19-004** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described as **CDBG Anthony Park Restroom Site Work** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies that regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO
CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

(a) The scope of services to be provided and performed by the CONTRACTOR;

(b) The time the CONTRACTOR is obligated to commence and complete all such services; or

(c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE
TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and **shall start on December 27, 2018 and be performed and completed within 90 days from the Notice to Proceed with an estimated completion date of March 27, 2019. Project Close-out shall be performed within 30 days of Final Completion.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond N/A-Not Applicable to this Agreement.

ARTICLE FOUR
COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **$103,502.18 that includes a (10%) CITY controlled Contingency at $9,409.29** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE
MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email:PublicRecordsRequests@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

(a) Keep and maintain public records required by the CITY to perform the service.

(b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.

(d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

ARTICLE SIX
INDEMNIFICATION

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

ARTICLE SEVEN
INSURANCE

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE
WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN
TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN
CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE
MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **Charles T. Chapman IV**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Heritage Utilities, LLC
566 Commercial Boulevard; Naples, Florida 34104
Attention: **William Utsler**, Owner
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or

effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D.**

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN
APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By: _____
Patricia L. Rambosk, City Clerk

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Charles T. Chapman IV, City Manager

CONTRACTOR:

_____
Witness

_____
Witness Printed Name

CONTRACTOR:

HERITAGE UTILITIES, LLC
566 Commercial Boulevard
Naples, Florida 34104
Attention: **William Utsler**, Owner

By: _____

Printed Name: William Utsler

Title: COO

FEI/EIN Number: On File
A Florida Limited Liability Company (FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Issued Addendum(s), and Vendor's Submittal of (ITB) Invitation To Bid No.19-004, titled CDBG Anthony Park Restroom Site Work herein referenced and made a part of this Agreement.

END OF EXHIBIT A

SPECIFICATIONS

SCOPE OF SERVICES

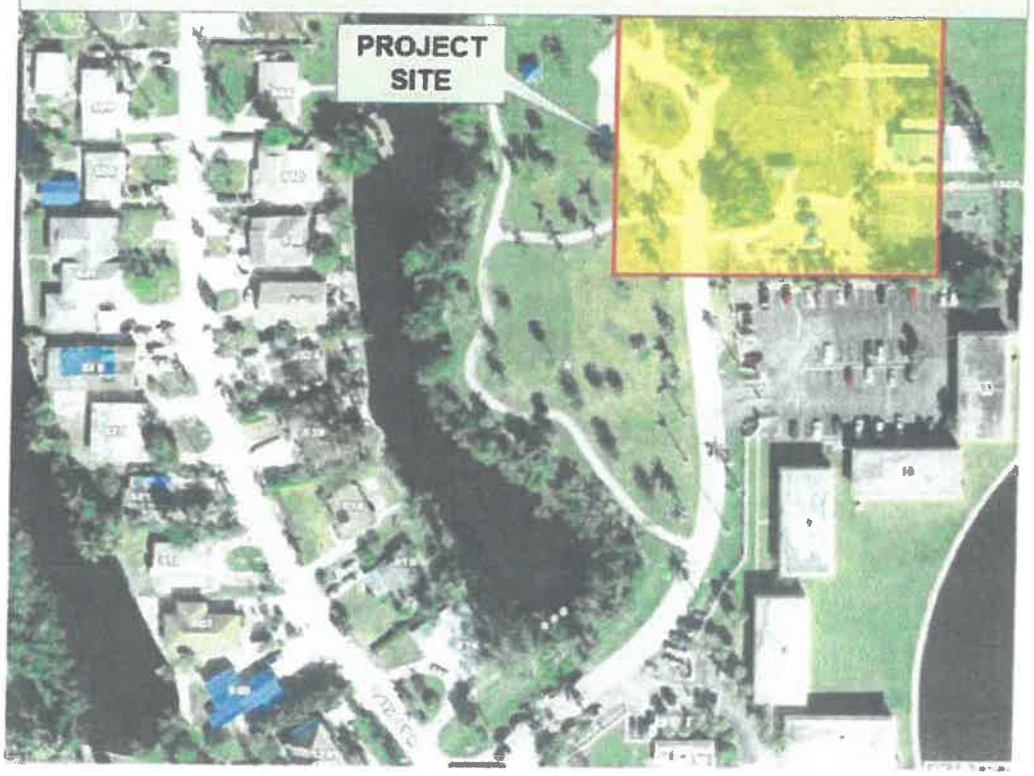
- **Intent**

The following Invitation to Bid (ITB) has been developed to solicit information from consulting firm proven to be qualified and experienced to complete construction of restroom facility, for the subject project in a timely and proficient manner. The Federal Department of Housing and Urban Development (HUD) under their CDBG Entitlement program has allocated funding to the City of Naples. This funding supports several improvements to Anthony Park. **NOTE: this project is funded through the US. Department of Housing and Urban Development, and all aspect of the project must conform to US HUD standards and requirements including Section 3 Certification and Davis-Bacon Wage Determinations.**

- **Location**

The construction area is located at 1500 5th Avenue North, on the east side of 5th Avenue North within Anthony Park.

CDBG Anthony Park Restroom Project Construction



- **Background**

On September 6, 2017 under Resolution 17-13996, Council approved a CDBG application for Anthony Park Restroom Project. The project will serve to improve community facilities and expand neighborhood use of the park.. In connection with the Parks Master Plan development, City staff held a public meeting on October 10, 2016 with the citizens of the River Park community Residents who participated in the public meeting identified open access restrooms as the highest priority for needed improvements to Anthony Park. Grant funding is administered by Collier County. Collier County passes grant funding from the Federal Government through to the City, but requires an annual application. This project supports the low-income target area (Naples U.S. Census Tract 7). This project supports the CDBG Entitlement communities' objective as authorized under Title 1 of the Housing and Community Development Act of 1974 by assisting in "revitalizing neighborhoods through providing improved community facilities." Specifically, the will assist in revitalizing the neighborhood and will be a long-term enhancement as well as an investment for future use within the limits of the low-income target area.

- **Project Description**

The existing turf berm and chain link fence are to be removed from the site, the site of the restroom building is to be graded, the subgrade prepped, and the utilities extended to the location and stubbed up per manufacturers specifications. Asphalt pathways are to be installed per hardscape details and the spot elevations on the grading plan. The fence line is to be installed per plans and specifications. Landscape improvements proposed in various areas are to supplement existing material and replace material lost in Hurricane Irma.

- **Award of Bid**

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples. Under this Invitation to Bid, the City will consider for award the lowest responsibly and responsive bidder.

- **Oversight**

The City designate Project Manager, Travis Delashmet, Community Services Department will be responsible for the issuance of the Notice to Proceed and for schedule coordination prior to work. City personnel will be responsible for ensuring that the successful proposer has adequate access to the work sites.

- **Quality Control**

The City shall oversee this contract to ensure that all objectives within the scope of services are met and the highest level of service is provided to City residents.

- **Hours of Operation**

The Contractor shall only provide service in the City no earlier than 7 a.m. or later than 5 p.m., Monday through Friday, unless by agreement with the Project Manager.

- **Laws and Regulations**

The Contractor agrees that, in the performance of work and services under this, the Contractor will qualify under and comply with any and all federal, state and local laws and regulations now in effect.

- **Permits and Licenses**

The Contractor, at its sole cost and expense, shall obtain and maintain throughout the term of this agreement all permits, licenses, and approvals necessary or required for the Contractor to perform the work and services described herein. Any changes to the required licenses or permits shall be reported to the City within 10 days.

- **Contractor Assignment and Subcontracts**

The successful proposer will be required to perform this work. No assignment of the contract will be allowed without written authorization from the City.

- **Contractor Personnel**

All construction personnel WILL be interviewed on the work site to ensure all workers confirm with hourly wage level for Davis Bacon compliance. Additionally, personnel must wear company uniforms and be neat in appearance. T-shirts are permitted providing they are company supplied with company Logo/Art work applied to them. Contractor personnel shall be courteous to all City residents at all times. The City shall have the right to have the contractor remove any employee found to show discourteous behavior to customers or City employees.

- **Point of Contact**

All contact, correspondence or other activity concerning this contract or similar activity, with the City shall be initiated through the Contract Administrator. The Contractor shall not be permitted to contact residential customers via mailings or other means unless it involves a compliance issue within the City without prior approval of the Contract Administrator.

- **Records**

The Contractor shall make all of its books, files, records and other documents in conjunction with its operations under a contract available and open for inspection in the Contractor's office by the City at reasonable times upon reasonable notice. The City, County and Hud staff will have the right to audit the Contractor's records at its own expense.

- **Cleanup**

Upon completion of the surface, the vender will remove all excess materials, and properly dispose of all empty containers and construction debris.

• **Warranty**
Vender will issue and insure a full warranty on workmanship labor and materials for a period of no less than three (3) years. Written warranty must be submitted by the surface manufacturer.

• **Access to site**
Contractor will have access to the site in accordance with all City ordinances.

• **Compliance with City Ordinances and Federal Regulations**
The contractor will be familiar and comply with all City ordinances and federal regulations as set forth in **EXHIBIT D** - Housing Urban Development Supplemental Conditions of this bid document.

• **Non-Mandatory Pre-Construction Meeting**
A mandatory pre-contract / purchase order meeting will be held with City of Naples staff, Collier County staff, and the contractor to insure compliance with all federal regulation regarding this project including all wage provision of Davis-Bacon.

• **Insurance**
The contractor shall furnish Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Workers' Compensation as required by Chapter 440, Florida Statutes.
2. Commercial General Liability including products and completed operations insurance in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this contract in an amount not less than $1,000,000 combined single limit for combined Bodily Injury and Property Damage

TERMS OF CONTRACT

• **Start and end dates**
Project will start on or about December 27, 2018 and must be completed within 90 day from the Notice to Proceed (or as stipulated in the construction agreement) and A1A construction invoice immediately after final inspection.

• **E-Verification**
The vendor and all sub-contractor must be registered in the federal E-Verification System

• **Construction Sign**
The vendor will be responsible of HUD approved 4 x 8 foot contract sign at the work site. Example shown below.

• **Davis-Bacon Act**
The vendor MUST have experience and worked directly with Davis Bacon wage determination weekly payroll reporting.

• **Sampling, Inspection, and Test**
The owner reserves the right to require each contractor to demonstrate to the satisfaction of the City, within ten (10) days of request, that the bidder's equipment, surfacing or soil amendment is compatible as required by the contract and as represented by the contractor, and that the equipment and products will meet or surpass any functional specification as required by the contract and as represented by the contractor. Demonstration content, time, and place are subject to agreement between the City and the contractor.

• **Licenses**
The Contractor shall have any and all licenses to perform the work in the City of Naples, Florida.

• **Protection of Public Property**
The Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary guards for the protection of the public. He shall be held responsible for any damage or injury to person or property, which may occur as a result of his fault or negligence.

• **Investigation and Utilities**
1) Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during

performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2) Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities. Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

SELECTION PROCESS

Solicitation Schedule: Listed below are the important dates and times related to this solicitation. The operating department may find it necessary to change any of these dates or times. All dates are subject to change.

Action	Completion Date
ITB Issued	October 11, 2018
Non-mandatory Preproposal Conference	October 30, 2018
ITB Opening	November 20, 2018 at 2:00 PM
Determination of Award	Week of Dec 17, 2018

VENDOR BASELINE CRITERIA

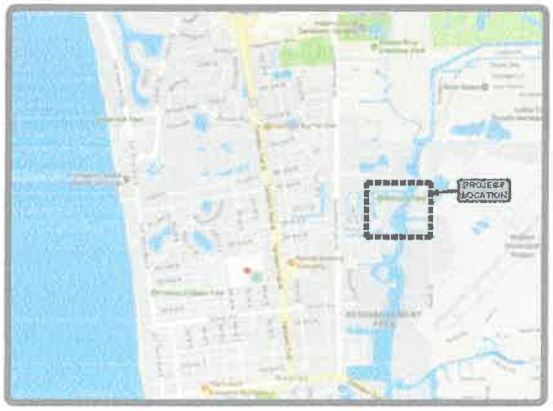
- Mandatory Form information including Cover Sheet, Submission Check List, W-9, general references and any applicable licenses / certifications.
- If sub-contractors are going to be used, they MUST be identified.
- Vendor must have demonstrated 3 years of experience in general construction with appropriate state and local certifications and licenses.
- Vendor must have knowledge and/or experience in working with Davis-Bacon federal wage determination, and weekly wage reporting.
- Provide any M/WBE certification(s) and additional related information. Certified Minority and Women Business Enterprises (M/WBE) and HUD Section 3 County registered businesses are encouraged to submit bid.

NOTE: Failure to meet any of the above baseline criteria MAY be grounds for submittal non-compliance.

19-004 EXHIBIT A - Plans Design Document

City of Naples - Charlie Anthony Park
Park Restroom Addition - SITE WORK

SECTION 10, TOWNSHIP 48 SOUTH, RANGE 25 EAST
COLLIER COUNTY, FLORIDA



PROJECT LOCATION MAP

STATE VICINITY MAP

SITE DEVELOPMENT DRAWINGS

PLAN STAGE: CONSTRUCTION PLANS
FOR CONSTRUCTION PRICING ONLY
DATE: AUGUST 8, 2018

PLANS PREPARED FOR:

City of Naples – Charlie Anthony Park
Community Services Department
280 Riverside Circle
Naples, Florida 34102

PLANS PREPARED BY:

Stantec

5801 Pelican Bay Blvd., Suite 300, Naples, FL 34108 USA
www.stantec.com +1.239.649.4040

PROJECT MANAGER: Kevin Mangan, ASLA

Stantec

CONSTRUCTION PLANS
FOR CONSTRUCTION PRICING ONLY

CITY OF NAPLES - CHARLIE ANTHONY PARK
PARK RESTROOM ADDITION - SITE WORK
Project ID: 215614120

DRAWING SUBMITTAL LOG and SHEET INDEX

SHEET NUMBER	SHEET TITLE	SCALE	SUBMITTAL: LANDSCAPE SUBMITTAL 08.08.2018						
	• - ISSUED R - REVISED								
L0000	COVER SHEET	n/a	•						
L0001	DRAWING SUBMITTAL LOG and SHEET INDEX	n/a	•						
CIVIL ENGINEERING DRAWINGS									
C-1	GENERAL NOTES	n/a	•						
C-2	SITE PLAN	1"=20'	•						
C-3	UTILITY PLAN	1"=20'	•						
C-4	DETAILS	n/a	•						
LANDSCAPE ARCHITECTURE DRAWINGS									
LD101	SITE DEMOLITION PLAN	1"=20'	•						
LG101	SITE GRADING PLAN	1"=20'	•						
LS000	GENERAL CONSTRUCTION NOTES	n/a	•						
LS101	SITE PLAN	1"=20'	•						
LS501	SITE DETAILS	n/a	•						
LS502	RESTROOM UTILITY STUB UP CUTSHEET	n/a	•						
LS601	MATERIALS AND FINISHES	n/a	•						
LL101	LIGHTING PLAN	1"=20'	•						
ELECTRICAL ENGINEERING DRAWINGS									
E-1	ELECTRICAL	n/a	•						
E-2	ELECTRICAL	1/16"=1'-0"	•						

PLANS FOR INFORMATION ONLY - WORK TO BE DONE BY OTHERS

LP000	LANDSCAPE INSTALLATION GENERAL NOTES and IRRIGATION REQUIREMENTS	n/a	•						
LP101	PLANTING PLAN	1"=20'	•						
LP501	LANDSCAPE DETAILS	n/a	•						
LP601	PLANT MATERIAL SCHEDULE	n/a	•						
LI101	IRRIGATION PLAN	1"=20'	•						
LI601	IRRIGATION SCHEDULE	n/a	•						
LI602	IRRIGATION DETAILS	n/a	•						

CHARLIE ANTHONY PARK

PREPARED FOR:

Community Services Department
908 Bennett Drive
Helena, Montana 59 602

PREPARED BY:

Stantec

3800 Fallon Blvd. Suite 200 Helena, Montana 59601 USA
www.stantec.com +1 406 443 4044

PROJECT MANAGER: Kevin Manger

"Copyright"
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyright to all design and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is prohibited.

Some drawings may include information provided by others. Stantec assumes no responsibility for the accuracy of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result.

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		

SCALE: n/a
DATE: AUGUST 8, 2018
PIN: 215614120

DRAWING SUBMITTAL LOG and SHEET INDEX

L0001

GENERAL NOTES:

OWNERSHIP AND MAINTENANCE NOTES:

REFERENCE LEGEND

FIRE PROTECTION NOTES:

UTILITY NOTES:

SITE RESTORATION NOTES:

SITE DESIGN COORDINATION NOTES:

SITE DESIGN AND CONSTRUCTION NOTES:

NOTE: REFERENCE CONSTRUCTION DOCUMENTS FOR OTHER SITE DESIGN AND CONSTRUCTION NOTES.

NPDES REQUIREMENTS AND EROSION CONTROL NOTES:

EXOTIC REMOVAL AND CLEARING NOTES:

SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE NOTES:

Stantec

CITY OF NAPLES

CHARLIE ANTHONY PARK

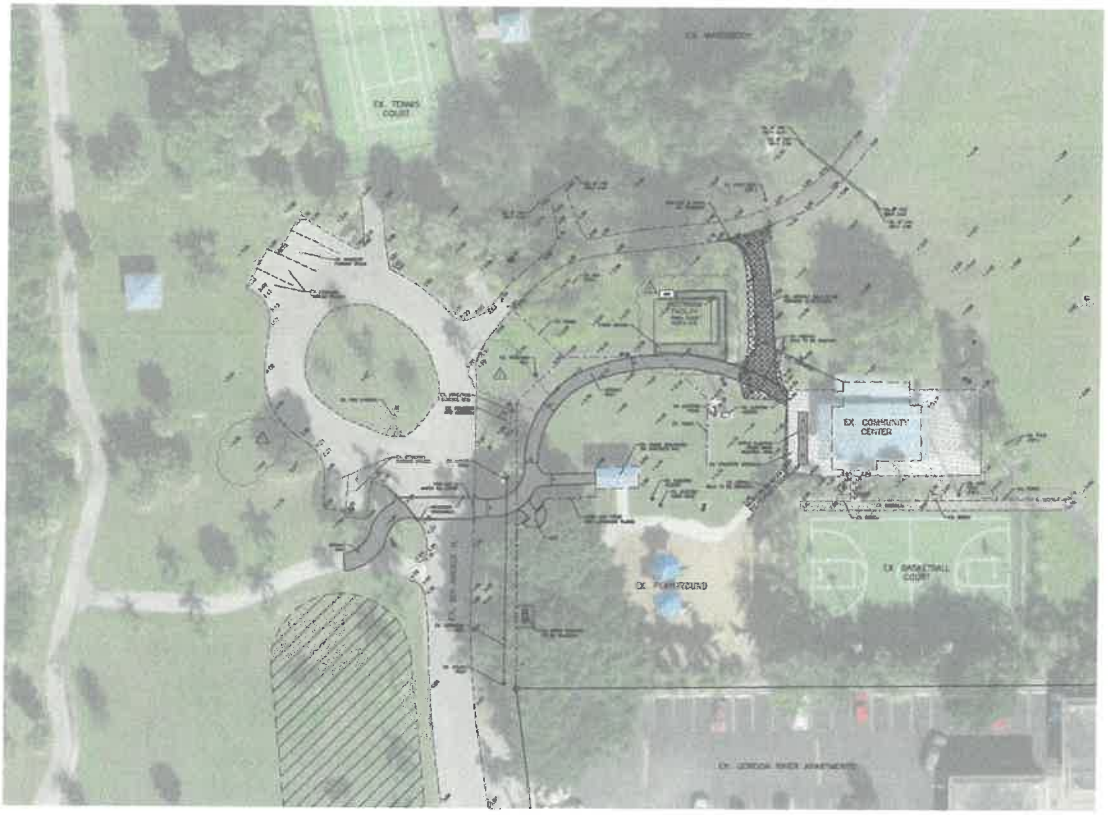
GENERAL NOTES

215614120-C01-GGNT

215614120

C-1

STATE OF FLORIDA PROFESSIONAL ENGINEER



1	06/12/18 - REVISED PER CITY COMMENTS		

Stantec

CITY OF NAPLES

CHARLIE ANTHONY PARK

SITE PLAN

215614120

C-2

1	06/12/18 – REVISED PER CITY COMMENTS						

Stantec

CITY OF NAPLES

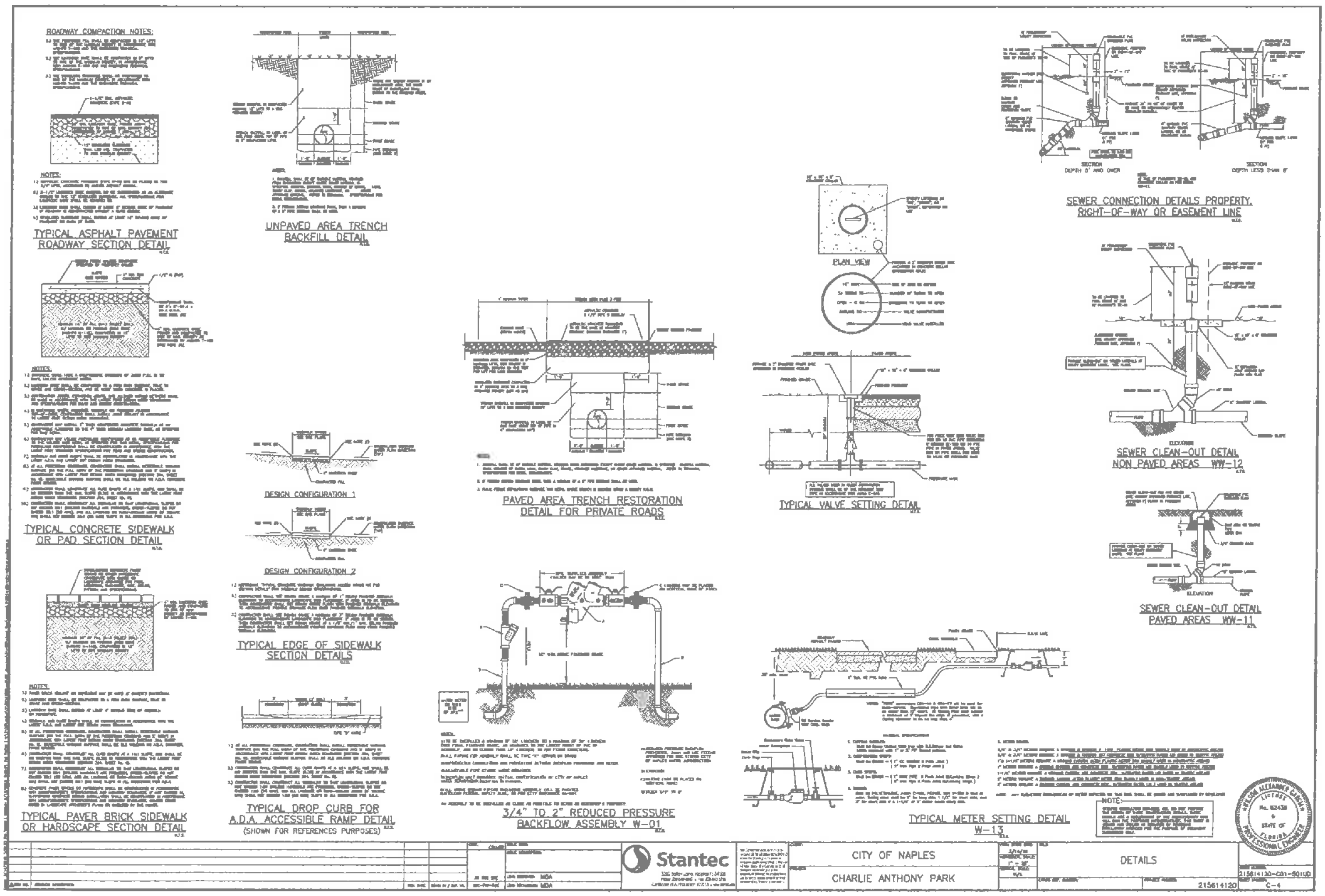
CHARLIE ANTHONY PARK

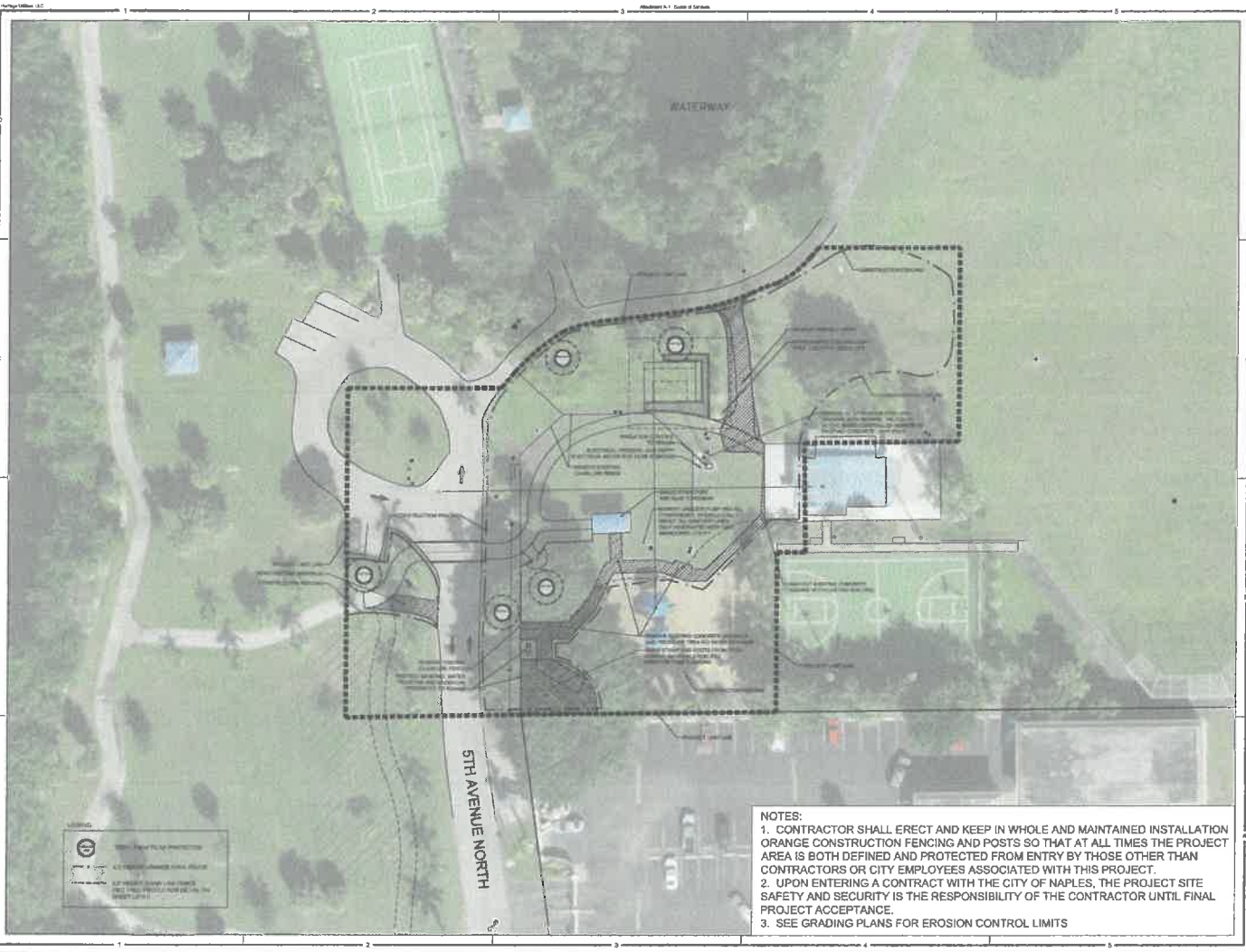
UTILITY PLAN

215614120

215614120-C01-1510P

C-3


ROADWAY COMPACTION NOTES:
NOTES:
TYPICAL ASPHALT PAVEMENT ROADWAY SECTION DETAIL
NOTES:
TYPICAL CONCRETE SIDEWALK OR PAD SECTION DETAIL
NOTES:
TYPICAL PAVER BRICK SIDEWALK OR HARDSCAPE SECTION DETAIL
UNPAVED AREA TRENCH BACKFILL DETAIL
DESIGN CONFIGURATION 1
DESIGN CONFIGURATION 2
TYPICAL EDGE OF SIDEWALK SECTION DETAILS
TYPICAL DROP CURB FOR A.D.A. ACCESSIBLE RAMP DETAIL
(SHOWN FOR REFERENCES PURPOSES)
PAVED AREA TRENCH RESTORATION DETAIL FOR PRIVATE ROADS
3/4" TO 2" REDUCED PRESSURE BACKFLOW ASSEMBLY W-01
PLAN VIEW
TYPICAL VALVE SETTING DETAIL
TYPICAL METER SETTING DETAIL W-13
SECTION DEPTH 5' AND OVER
SECTION DEPTH LESS THAN 5'
SEWER CONNECTION DETAILS PROPERTY, RIGHT-OF-WAY OR EASEMENT LINE
ELEVATION
SEWER CLEAN-OUT DETAIL NON PAVED AREAS WW-12
ELEVATION
SEWER CLEAN-OUT DETAIL PAVED AREAS WW-11
NOTE:
LICENSE No. 82438 STATE OF FLORIDA PROFESSIONAL ENGINEER
Stantec
CITY OF NAPLES
CHARLIE ANTHONY PARK
DETAILS
215614120
215614120-C01-50100
C-4



NOTES:
1. CONTRACTOR SHALL ERECT AND KEEP IN WHOLE AND MAINTAINED INSTALLATION ORANGE CONSTRUCTION FENCING AND POSTS SO THAT AT ALL TIMES THE PROJECT AREA IS BOTH DEFINED AND PROTECTED FROM ENTRY BY THOSE OTHER THAN CONTRACTORS OR CITY EMPLOYEES ASSOCIATED WITH THIS PROJECT.
2. UPON ENTERING A CONTRACT WITH THE CITY OF NAPLES, THE PROJECT SITE SAFETY AND SECURITY IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL FINAL PROJECT ACCEPTANCE.
3. SEE GRADING PLANS FOR EROSION CONTROL LIMITS

CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

Construction Plans
For Construction Pricing Only

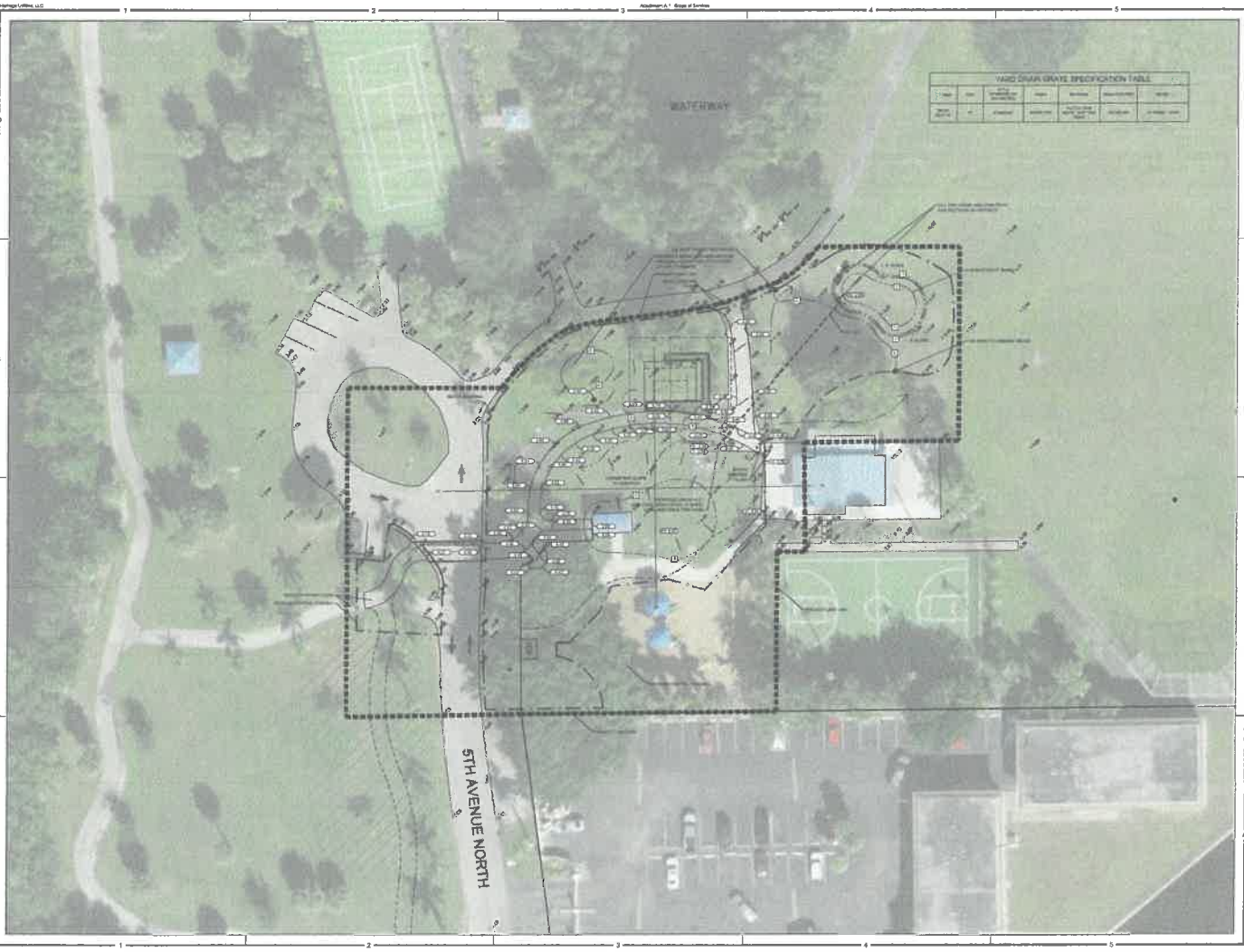
REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		

NORTH GRAPHIC SCALE 0 10 20 40

SCALE:	1" = 20'
DATE:	AUGUST 8, 2018
PIN	215614120

LANDSCAPE DEMOLITION PLAN

LD101



CHARLIE ANTHONY PARK

PREPARED FOR:

Community Services Department
2nd Avenue Corridor
Naples, Florida 34102

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		

NORTH GRAPHIC SCALE 0 10 20 40'

SCALE:	1" = 20'
DATE:	AUGUST 8, 2018
PIN:	215614120

TAOS
GRADING PLAN

LG101

GENERAL CONSTRUCTION NOTES

1. THE CITY OF NAPLES FLORIDA LAND DEVELOPMENT CODE AND ENGINEERING STANDARDS SHALL GOVERN ALL WORKS. ALL APPLICABLE FLORIDA BUILDING CODES AND STATUTES SHALL APPLY

2. THE LIMITS OF CONSTRUCTION ARE DEFINED BY THE "PROJECT LIMIT LINE" AS NOTED ON THE DRAWINGS

3. THERE SHALL BE NO CHANGE OR DEVIATION FROM THESE PLANS WITHOUT PRIOR WRITTEN APPROVAL BY THE OWNER AND DESIGNER.

A. ALL CONTRACTORS SHALL INSTALL THEIR WORK IN CONFORMANCE WITH INDUSTRY STANDARD TRADE PRACTICES AS OUTLINED IN CSI STANDARDS UNLESS OTHERWISE NOTED ON THE DRAWINGS.

B. SHOP DRAWING SUBMITTALS: THE CONTRACTOR AND/OR SUBCONTRACTOR MUST DEMONSTRATE THE WAY BY WHICH THEY PROPOSE TO CONFORM TO THE INFORMATION GIVEN AND THE DESIGN CONCEPT EXPRESSED IN THE CONTRACT DOCUMENTS IN A MEANS THAT CLEARLY DENOTES MANUFACTURER/MODEL, USE, LOCATION, APPLICATION AND CONFORMANCE VIA DRAWINGS, DIAGRAMS, SCHEDULES AND OTHER DATA AS APPLICABLE FOR THE OWNER'S AND DESIGNER'S FOR DESIGN INTENT

C. THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR DEVIATIONS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS OR RELIEVED OF RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS, PRODUCT DATA, SAMPLES, OR SIMILAR SUBMITTALS BY THE LANDSCAPE ARCHITECT'S REVIEW AND "ACCEPTANCE" THEREOF

4. NOTIFY "SUNSHINE STATE ONE CALL (1-800-432-4770), LOCAL CITY PUBLIC WORKS DEPARTMENT, FLORIDA POWER & LIGHT, AND ANY OTHER UTILITIES (GAS COMPANIES, CABLE TV, PHONE, ETC.) FORTY-EIGHT (48) HOURS MINIMUM PRIOR TO CONSTRUCTION OPERATION AND PRIOR TO ANY CONNECTION TO EXISTING UTILITIES. IT IS THE CONTRACTORS RESPONSIBILITY TO PROTECT EXISTING UTILITIES FROM DAMAGE. REPORT ANY CONFLICTS TO THE LANDSCAPE ARCHITECT WITHIN TWO (2) BUSINESS DAYS FOR RESOLUTION PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATE STATUTE 553.81 "PROTECTION OF UNDERGROUND PIPELINES".

5. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION IN ACCORDANCE WITH THE FEDERAL HIGHWAY ADMINISTRATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES CURRENT EDITION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS, LATEST EDITION, TRAFFIC CONTROL THROUGH WORK ZONES, SERIES 600 INDICES

A. ANY MAINTENANCE OF TRAFFIC NEED BY THE LANDSCAPE CONTRACTOR SHALL BE COORDINATED WITH THE GENERAL CONTRACTOR AND ONGOING CONSTRUCTION ACTIVITIES.

6. THE PROPOSED CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE ADA COMPLIANCE HANDBOOK, LATEST EDITION, AND THE FLORIDA ACCESSIBILITY CODE.

7. ALL CLEARING AND GRUBBING DEBRIS TO BE REMOVED FROM SITE AND IS PART OF CLEARING AND GRUBBING ITEM.

8. PRIOR TO THE START OF CONSTRUCTION ACTIVITIES, PRESERVE AREAS WITHIN AND ADJOINING THE AREA OF CONSTRUCTION ACTIVITY SHALL BE PROTECTED BY ERECTION OF TREE PROTECTION BARRICADES INCLUDING EROSION CONTROL SILT BARRIERS. TREE PROTECTION BARRICADES SHALL MEET THE STANDARDS OF THE LOCAL COUNTY LAND DEVELOPMENT CODE. SILT BARRIERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF NAPLES AND WATER MANAGEMENT REQUIREMENTS AS WELL AS BEST MANAGEMENT PRACTICES.

9. WHERE EXCAVATIONS ARE IN CLOSE PROXIMITY OF TREES, THE CONTRACTOR SHALL USE EXTREME CARE IN NOT DAMAGING THE ROOT SYSTEM. NO EQUIPMENT, SUPPLIES, OR VEHICLES SHALL BE STORED OR PARKED WITHIN THE DRIP LINE OF TREES TO REMAIN AND BE PRESERVED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL OF HIS EMPLOYEES AND SUBCONTRACTORS OF THIS REQUIREMENT AND TO ENFORCE SAME.

10. CERTAIN TREES MAY BE DESIGNATED BY THE OWNER TO BE SAVED AND PROTECTED BY THE CONTRACTOR. IT IS ASSUMED THESE TREES ARE HEALTHY AND ARE EXPECTED TO BE PART OF THE LANDSCAPE DEVELOPMENT. THEREFORE, IF ANY TREE(S) ARE DAMAGED BY CONSTRUCTION OPERATIONS OR BY OTHER MEANS (EXCLUDING LIGHTNING, WINDSTORM AND OTHER ACTS OF GOD) AND PERISHES WITHIN THE CONSTRUCTION PERIOD, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND DISPOSE OF THOSE TREES. LOCAL COUNTY NRD APPROVAL IS REQUIRED PRIOR TO REMOVAL OF ANY TREES DESIGNATED TO REMAIN. NO ADDITIONAL COMPENSATION SHALL BE MADE BY THE OWNER FOR THE LABOR, MATERIAL, OR MACHINERY REQUIRED TO REMOVE SAID TREE(S). FURTHERMORE, THE OWNER MAY SEEK COMPENSATION FROM THE CONTRACTOR IF THE DAMAGE AND/OR DEATH OF THE TREE(S) IS DUE TO THE CONTRACTOR'S NEGLIGENCE AS DETERMINED BY THE LANDSCAPE ARCHITECT.

11. REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT IMMEDIATELY

12. THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.

13. ALL EXISTING SITE FURNISHINGS, PAVING, LANDSCAPE AND OTHER ELEMENTS TO REMAIN SHALL BE PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED, AND ACCESS TO THESE FACILITIES OUTBOUND OF THE CONSTRUCTION AREAS SHALL BE PRESERVED THROUGHOUT CONSTRUCTION.

14. CAUTION SHOULD BE EXERCISED WHILE WORKING NEAR EXISTING GROUND PLANTED AND OVERHEAD SIGNS TO PREVENT UNNECESSARY DAMAGE. SIGNS AND STRUCTURES SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE IF ANY ARE DAMAGED BEYOND USE AS DETERMINED BY THE LANDSCAPE ARCHITECT / OWNER.

15. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE DISTRICT LOCATION SURVEYOR WITHOUT DELAY.

16. LANDSCAPE CONTRACTOR SHALL CLEAN ALL WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE LANDSCAPE ARCHITECT / OWNER.

17. ALL PROPOSED GROUND ELEVATIONS IN LANDSCAPE AREAS ARE FINISHED SOD ELEVATIONS. ROUGH AND FINE EARTHWORK GRADING SHALL BE THREE (3) INCHES BELOW FINISH ELEVATIONS SHOWN TO ALLOW FOR SOD AND MULCH PLACEMENT THICKNESS.

18. SODDING INCLUDES MAINTAINING SLOPES AND SOD UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED, WHICHEVER COMES LAST. UNTIL THEN, ALL EROSION, SILTATION, AND MAINTENANCE OF GRADES AND GRASS IS THE RESPONSIBILITY OF THE CONTRACTOR.

19. THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS, TO COMPLY WITH SAFETY SETBACK CRITERIA, TO AVOID CREATING UNSAFE SIGHT CONDITIONS, OR AS OTHERWISE DIRECTED BY, OR APPROVED BY, THE LANDSCAPE ARCHITECT.

20. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. ALL PLANTINGS MAY BE SUBJECT TO ADJUSTMENT BY THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH UTILITIES AND MINOR UTILITIES MAY BE ADJUSTED AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

21. THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION

22. LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ANY ADJUSTMENT NECESSARY SHALL BE DOCUMENTED AND BROUGHT TO THE LANDSCAPE ARCHITECT'S ATTENTION AS SOON AS PRACTICAL. ANY ADJUSTMENT GREATER THAN EIGHT FEET (8.0 FT) SHALL BE DONE UNDER THE APPROVAL AND/OR SUPERVISION OF THE LANDSCAPE ARCHITECT

23. CONTRACTOR SHALL BE RESPONSIBLE TO REPLACE ALL PORTIONS OF EXISTING LAWN AREAS DAMAGED WHILE COMPLETING PLANTING INSTALLATION WITH SAME GRASS SPECIES TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT / OWNER.

24. CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION AND/OR INSTALLATION WORK. LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK

25. ALL LANDSCAPE MATERIALS SHALL BE MAINTAINED TO PROVIDE CONTINUOUS CLEAR ZONES FOR SIGHT VISIBILITY FOR PEDESTRIAN AND VEHICULAR TRAFFIC AND LANDSCAPE MAINTENANCE SHALL CONFORM TO STANDARDS SET FORTH IN F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, SERIES 500 INDICES

26. THE CONTRACTOR OF RECORD SHALL ENSURE THAT INSTALLATION IN MEDIANS AND RIGHTS OF WAYS CONFORMS TO CRITERIA SET FORTH IN F.D.O.T ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION.

27. THE CONTRACTOR OF RECORD SHALL ENSURE THAT INSTALLATION IN MEDIANS AND RIGHTS OF WAYS CONFORMS TO CRITERIA SET FORTH IN F.D.O.T. MAINTENANCE RATING PROGRAM, LATEST REVISION.

28. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK. INSPECT IRRIGATION SYSTEM AND ENSURE THAT ADEQUATE WATER IS AVAILABLE BEFORE BEGINNING PLANTING OPERATIONS. IRRIGATION SYSTEMS WILL NOT PROVIDE SUFFICIENT QUANTITIES OF WATER FOR NEWLY PLANTED MATERIALS. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DEEP ROOT HAND WATERING.

29. THE FOLLOWING GUIDELINES SHALL BE UTILIZED TO ENSURE SUCCESSFUL TRANSPLANTING OF TREES :

   a. ANY TREE BEING RELOCATED SHALL NOT BE UNNECESSARILY DAMAGED DURING REMOVAL, TRANSPORT OR REPLANTING OF THAT TREE.

   b. DURING AND FOLLOWING TRANSPLANTING, THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIMES.

   c. TRANSPLANTED TREES SHALL BE BRACED FOR AT LEAST ONE (1) YEAR.

   d. TRANSPLANTED TREES SHALL NOT BE FERTILIZED AT PLANTING TIME, BUT SHALL BE WATERED SUFFICIENTLY UNTIL THE TREE GROWTH IS RE-ESTABLISHED.

   e. ALL CROWN PRUNING SHALL BE DONE IN ACCORDANCE WITH NATIONAL ARBORIST ASSOCIATION STANDARDS OR PALM PRUNING IN ACCORDANCE WITH CITY/COUNTY STANDARDS AND/OR THE STANDARDS LISTED IN "ARBORICULTURE SECOND EDITION" BY RICHARD W. HARRIS, AS AMENDED

30. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED BY INSTALLING PROTECTIVE BARRIERS AROUND THE DRIP LINE OF TREES. THE PROTECTIVE BARRIERS SHALL BE SEEN EASILY BY OPERATORS OF TRUCKS AND OTHER EQUIPMENT. PROTECTIVE BARRIERS SHALL BE CONSTRUCTED OF STURDY MATERIALS (NOT FLAGGING OR RIBBONS) AND SHALL BE INSTALLED PRIOR TO AND DURING CONSTRUCTION AND/OR LAND DEVELOPMENT:

   a. DO NOT STORE OR USE MATERIALS OR EQUIPMENT WITHIN THE DRIP LINE OF ANY TREE TO BE RELOCATED OR TO REMAIN IN PLACE ON SITE UNLESS THE ACTIVITY IS BEING DONE TO PROTECT THE TREES.

   b. DO NOT DISCHARGE OR CONTAMINATE THE SOIL WITHIN THE DRIP LINE OF ANY TREE TO BE RELOCATED OR TO REMAIN ON SITE WITH ANY CONSTRUCTION MATERIALS SUCH AS PAINT, OIL, SOLVENTS, PETROLEUM PRODUCTS, ASPHALT, CONCRETE, MORTAR OR OTHER MATERIALS THAT MAY CAUSE ADVERSE IMPACTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING AND ENFORCING THESE REQUIREMENTS. FURTHERMORE, THE OWNER MAY SEEK COMPENSATION FROM THE CONTRACTOR IF THE DAMAGE AND/OR DEATH OF THE TREE(S) IS DUE TO THE CONTRACTOR'S NEGLIGENCE AS DETERMINED BY THE LANDSCAPE ARCHITECT.

   c. CLEARING OF VEGETATION WITHIN THE DRIP LINE OF TREES DESIGNATED FOR PRESERVATION SHALL BE PERFORMED CAUTIOUSLY WITH HAND TOOLS ONLY AS TO MINIMIZE THE ADVERSE IMPACTS THAT MAY CAUSE DAMAGE TO TREE ROOTS WHILE OPERATING HEAVY EQUIPMENT.

   d. MAKE NO ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE AND NON-DAMAGING NATURE, TO ANY TREE TO BE RETAINED ON THE SITE.

   e. NATURAL GRADE ABOVE THE ROOT SYSTEM WITHIN THE DRIP LINE OF ANY PRESERVED TREES DISTURBED DURING CONSTRUCTION SHALL BE RETURNED TO ITS ORIGINAL GRADE AFTER CONSTRUCTION.

31. XERISCAPE PRINCIPLES AS OUTLINED IN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT XERISCAPE PLANT GUIDE 2 SHALL BE APPLIED THROUGHOUT LANDSCAPE INSTALLATION AND MAINTENANCE.

GENERAL STRUCTURAL NOTES:

GENERAL: DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE TYPICAL AND APPLY TO SIMILAR SITUATIONS

CENTER ALL FOOTINGS AND PIERS UNDER COLUMNSAND WALLS ABOVE UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.

CONTRACTOR SHALL LOCATE ALL BURIED UTILITIES PRIOR TO EXCAVATION FOR BUILDING FOUNDATIONS. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF POTENTIAL CONFLICTS BETWEEN FOUNDATIONS AND BURIED UTILITIES

CONTRACTOR SHALL LOCATE ALL BURIED UTILITIES PRIOR TO EXCAVATION FOR BUILDING FOUNDATIONS. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF POTENTIAL CONFLICTS BETWEEN FOUNDATIONS AND BURIED UTILITIES.

CODE REQUIREMENTS: THE BUILDING STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 6TH EDITION (2017). FOLLOW ALL APPLICABLE PROVISIONS FOR ALL PHASES OF CONSTRUCTION.

DESIGN CRITERIA: DESIGN WAS BASED ON STRENGTH AND DEFLECTION CRITERIA OF THE FLORIDA BUILDING CODE.

SOIL BEARING PRESSURE 2,500 PSF ALLOWABLE PER SOILS REPORT FOR ADJACENT SITES

FOUNDATIONS: FOUNDATIONS ARE DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2,500 PSF ON COMPACTED FILL. BEFORE CONSTRUCTION COMMENCES, SOIL BEARING CAPACITY SHALL BE VERIFIED

SUBMITTALS: SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT PRIOR TO FABRICATION AND CONSTRUCTION REGARDING ALL STRUCTURAL ITEMS INCLUDING: CONCRETE MIX DESIGNS, AND CONCRETE AND MASONRY REINFORCING. THEY SHALL BEAR THE SEAL AND SIGNATURE OF A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA

SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. CONTRACTOR SHALL NOT BE RELIEVED FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS OR MIX DESIGNS BY THE ENGINEER'S REVIEW.

CONCRETE: REINFORCED CONCRETE CONSTRUCTION SHALL CONFORM TO THE FBC AND ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE". CONCRETE STRENGTHS SHALL BE VERIFIED BY STANDARD 28-DAY CYLINDER TESTS PER ASTM C39, AND SHALL BE AS FOLLOWS

f'c	ABS W/C	MIN CEMENT	SLUMP	USE
3000 PSI	0.58	470 LBS	5"	+/-1" FOUNDATIONS
4000 PSI	0.44	550 LBS	4"	+/-1" ALL USES, U.N.O.

CEMENT SHALL CONFORM TO ASTM C150, TYPE 1. FLY ASH CONFORMING TO ASTM C618, TYPE F OR TYPE C, MAY BE USED TO REPLACE UP TO 20% OF THE CEMENT CONTENT, PROVIDED THAT THE MIX STRENGTH IS SUBSTANTIATED BY TEST DATA. COARSE AGGREGATE SHALL CONFORM TO ASTM C33 WITH A MAXIMUM SIZE OF ¾". FINE AGGREGATE SHALL BE CLEAN, DURABLE, NATURAL SAND CONFORMING TO ASTM C33.

A WATER REDUCING ADMIXTURE CONFORMING TO ASTM C494, USED IN THE MANUFACTURER'S RECOMMENDATIONS, SHALL BE INCORPORATED IN CONCRETE DESIGN MIXES. A HIGH-RANGE WATER-REDUCING ADMIXTURE CONFORMING TO ASTM C494, TYPE F OR G, MAY BE USED IN CONCRETE MIXES, PROVIDING THAT THE SLUMP DOES NOT EXCEED 8".

SLEEVES, OPENINGS, CONDUIT, AND OTHER EMBEDDED ITEMS NOT SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER BEFORE POURING. NO SLEEVE, OPENING, OR INSERT MAY BE PLACED IN BEAMS, JOISTS, OR COLUMNS UNLESS APPROVED BY THE ENGINEER. CONDUITS EMBEDDED IN SLABS SHALL NOT BE LARGER IN OUTSIDE DIMENSION THAN ONE THIRD OF THE THICKNESS OF THE SLAB AND SHALL NOT BE SPACED CLOSER THAN THREE DIAMETERS ON CENTER.

PROVIDE ¾" CHAMFERS ON ALL EXPOSED CONCRETE EDGES, UNLESS NOTED OTHERWISE. WHERE INDICATED OR REQUIRED, SLOPE CONCRETE SLABS TO DRAINS SHOWN ON PLUMBING AND/OR ARCHITECTURAL DRAWINGS.

ALL CONCRETE SHALL BE CURED IMMEDIATELY AFTER FINISHING OPERATIONS.

SHORING AND RESHORING: SHORING AND RESHORING SHALL CONFORM TO ACI 347-01. SHORING AND SUPPORTING FORMWORK SHALL NOT BE REMOVED FROM HORIZONTAL MEMBERS BEFORE CONCRETE STRENGTH IS AT LEAST 70 PERCENT OF DESIGN STRENGTH, AS DETERMINED BY FIELD CURE CYLINDERS. IN ADDITION, SHORING SHALL NOT BE REMOVED SOONER THAN RECOMMENDED BY ACI 347-01 , SECTION 3.7.2.3. FORMWORK SHALL NOT BE REMOVED IN LESS THAN TEN (10) DAYS.

REINFORCING STEEL: REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, FOR DEFORMED BAR AND ASTM A185 FOR SMOOTH WELDED WIRE FABRIC (WWF), UNLESS OTHERWISE NOTED. REINFORCING STEEL TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING STEEL SHALL BE SECURELY TIED IN PLACE WITH #16 ANNEALED IRON WIRE.

ALL DETAILING AND ACCESSORIES SHALL CONFORM TO ACI DETAILING MANUAL SP-66. PROVIDE CHAIRS, SPACERS, BOLSTERS, AND ITEMS IN CONTACT WITH FORMS WITH HOT-DIP GALVANIZED LEGS OR PLASTIC LEGS. ACCURATELY POSITION, SUPPORT, AND SECURE REINFORCEMENT AGAINST DISPLACEMENT BY FORMWORK CONSTRUCTION OR CONCRETE PLACEMENT OPERATIONS. "WET-STICKING" OF REINFORCING IS PROHIBITED.

LAP SPLICE CONTINUOUS VERTICAL OR HORIZONTAL BARS IN CONCRETE MEMBERS IN ACCORDANCE WITH ACI 318-08, FOR CLASS "B" TENSION LAP SPLICES. DO NOT SPLICE CONTINUOUS TOP BARS IN BEAMS AT ENDS OF CLEAR SPANS. DO NOT SPLICE CONTINUOUS BOTTOM BARS IN BEAMS IN CLEAR SPANS BETWEEN SUPPORTS. SHOW ALL SPLICES ON SHOP DRAWINGS. SPLICE LOCATIONS AND METHODS SUBJECT TO APPROVAL OF STRUCTURAL ENGINEER.

DOWEL ALL WALLS AND COLUMNS TO FOOTINGS WITH BAR SIZE AND SPACING TO MATCH VERTICAL REINFORCING UNLESS OTHERWISE SHOWN

MASONRY WALLS: MASONRY UNITS SHALL MEET ASTM C90, TYPE 2. ASSEMBLIES SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF f'm= 1500. MORTAR SHALL BE TYPE "M" OR "S" AND MEET ASTM C270. GROUT SHALL BE 2000 PSI MINIMUM COMPRESSIVE STRENGTH AND MEET ASTM C476. GROUT SHALL CONSIST OF A MIXTURE OF CEMENTITIOUS MATERIALS AND AGGREGATE TO WHICH SUFFICIENT WATER HAS BEEN ADDED TO CAUSE THE MIXTURE TO FLOW WITHOUT SEGREGATION OF THE CONSTITUENTS. ALL CELLS CONTAINING VERTICAL BARS, BOND BEAMS, AND ALL CELLS BELOW GRADE SHALL BE FILLED WITH GROUT. MAXIMUM HEIGHT OF GROUT POUR ALLOWED IS 4'-0" UNLESS CLEAN-OUT OPENING IS PROVIDED AT BOTTOM OF CELLS TO BE FILLED. LOCATE CLEAN-OUT OPENINGS IN AREAS NOT EXPOSED TO VIEW.

UNLESS NOTED OTHERWISE 8-INCH MASONRY WALLS SHALL BE PARTIALLY REINFORCED MASONRY WALL CONSTRUCTION.

UNLESS NOTED OTHERWISE 12-INCH MASONRY WALLS SHALL BE PARTIALLY REINFORCED MASONRY WALL CONSTRUCTION. PROVIDE HOOKED DOWELS INTO FOOTINGS AND STRUCTURE ABOVE AND/OR BELOW TO PROVIDE CONTINUITY. PROVIDE 9 GAGE GALVANIZED HORIZONTAL JOINT REINFORCING (DUR-O-WAL OR ENGINEER - APPROVED EQUAL) AT 16" O.C.

DO NOT PLACE CONDUITS, PIPES, ETC., IN CELLS WITH VERTICAL REINFORCING. DO NOT RUN CONDUITS, PIPES, ETC., HORIZONTALLY IN CMU WALLS PARALLEL TO LENGTH OF WALL. WHERE MASONRY WALLS ABUT CONCRETE COLUMNS TO BE PLACED PRIOR TO ERECTION OF MASONRY WALLS, PROVIDE DOVETAIL SLOTS BETWEEN COLUMN AND WALLS AND GROUT THE CMU CELL CONTAINING THE DOVETAIL ANCHORS. OTHERWISE, EXTEND CMU HORIZONTAL JOINT REINFORCING THROUGH CONCRETE COLUMN.

CONTROL JOINTS SHALL BE PROVIDED IN ALL CONCRETE MASONRY CONSTRUCTION AT LOCATIONS INDICATED ON THE ARCHITECTURAL DRAWINGS. HORIZONTAL WALL REINFORCING SHALL BE STOPPED EACH SIDE OF CONTROL JOINTS. SEE ARCHITECTURAL DRAWINGS FOR SEALANTREQUIREMENTS AT CONTROL JOINTS.

USE METAL LATH OR WIRE SCREEN FOR CAVITY CAPS. SHEET METAL, FELT, BUILDING PAPER, OR LIKE MATERIALS ARE PROHIBITED.

TIE BEAMS: TIE BEAMS SHALL BE CONCRETE, POURED AFTER THE BLOCK WALLS BELOW ARE IN PLACE. REINFORCING SHALL BE CONTINUOUS THROUGH TIE BEAMS WITH MINIMUM LAP SPLICES OF 48 BAR DIAMETERS AND BENT BARS AT CORNERS. USE METAL LATH, MORTAR, OR SPECIAL UNITS TO CONFINE CONCRETE TO AREA REQUIRED. IN ACCORDANCE WITH ACI 530.1, SECTION 3.5 B. SOLID METAL OR FELT CAVITY CAPS ARE PROHIBITED.

CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

Construction Plans
For Construction Pricing Only

REV DATE DESCRIPTION

SCALE:	N/A
DATE:	AUGUST 8, 2018
PIN:	215614120

GENERAL CONSTRUCTION NOTES

LS000

CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

Construction Plans
For Construction Pricing Only

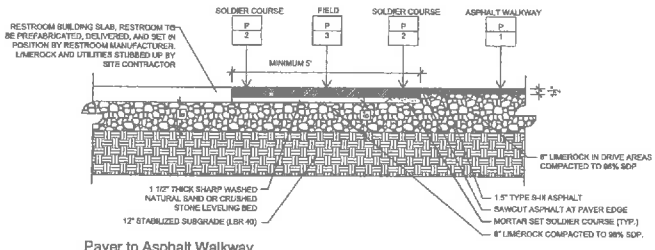
REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		

NORTH GRAPHIC SCALE 0 10 20 40

SCALE:	1" = 20'
DATE:	AUGUST 8, 2018
PIN:	215814120

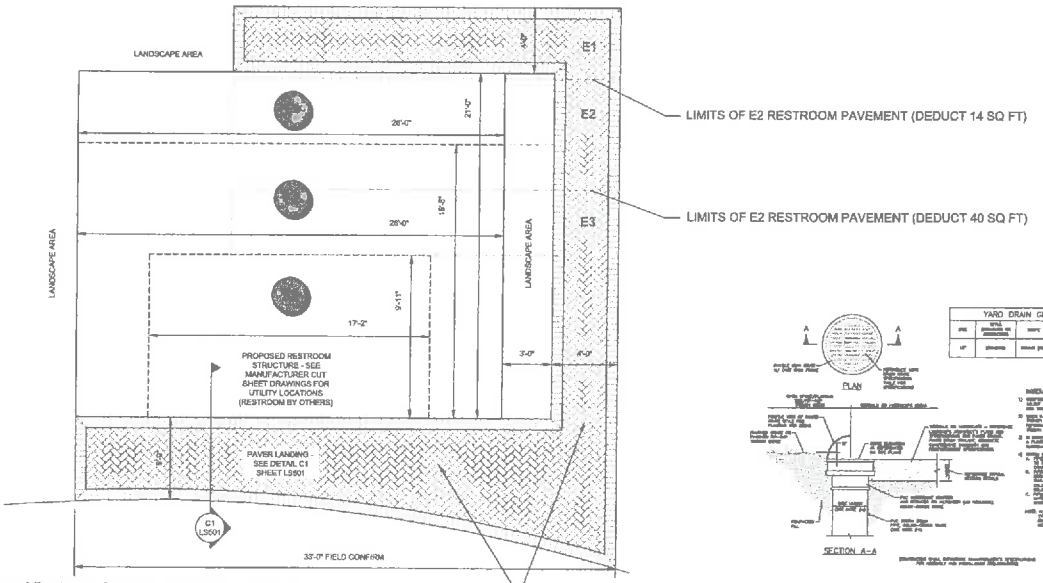
TAOS
SITE PLAN

LS101



Paver to Asphalt Walkway

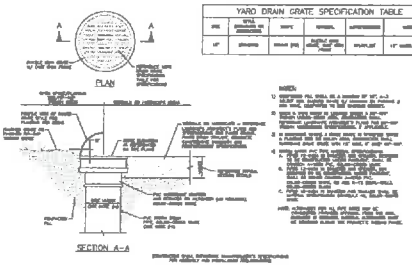
C1 SCALE 1" = 1'-0"



Proposed Restroom Structure Area Plan - At Grade

A1 SCALE 3/8" = 1'-0"

REDUCE LANDING AND SERVICE WALKWAY IF NECESSARY PER CLIENT'S CHOSEN RESTROOM BUILDING SIZE
REVISED LAYOUT TO BE APPROVED BY LANDSCAPE ARCHITECT



YARD DRAIN GRATE SPECIFICATION TABLE

SIZE	STYLE (DIMENSIONS AND DESCRIPTION)	SHAPE	MATERIAL	ATTACHMENT	MODEL
12"	[illegible]	[illegible]	[illegible]	[illegible]	12" [illegible]

NOTES:

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]

Yard Drain and PVC Riser Detail

A4 SCALE: 1" = 1'-0"

CHARLIE ANTHONY PARK

PREPARED FOR:

Community Services Department
250 Roosevelt Circle
Mobile, Alabama 36602

PREPARED BY:

Stantec

3001 Knollwood Blvd., Suite 200, Dothan, AL 36305 USA
phone number: +1 334 699-4844

PROJECT MANAGER: Karen Mangan

"ALL RIGHTS RESERVED"

"The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing. Any errors or omissions shall be reported to Stantec without delay. The Contractor is to coordinate all trades, shop drawings, fabrication and construction to ensure that all work is in accordance with this and subsequent issued drawings. Do not scale drawings. Work that contravenes the drawings or legislation."

"These drawings may include information provided by others. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result."

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		

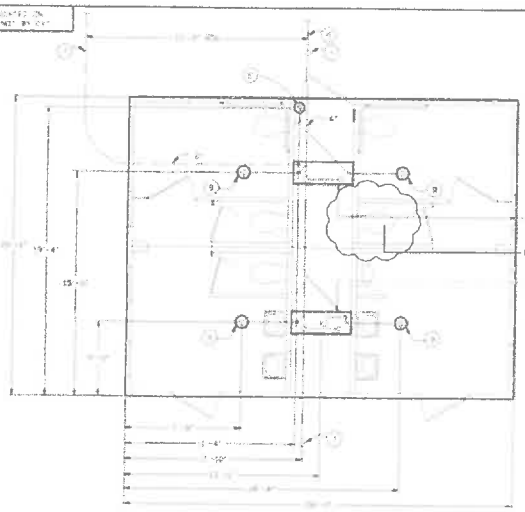
SCALE:

DATE: AUGUST 8, 2018

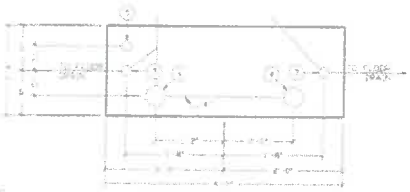
PIN: 215814120

HARDSCAPE DETAILS

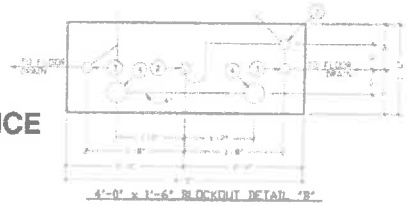
LS501



FLOOR DRAIN BLOCKOUTS & BELOW FLOOR PIPING



4'-0" x 1'-6" BLOCKOUT DETAIL "A"



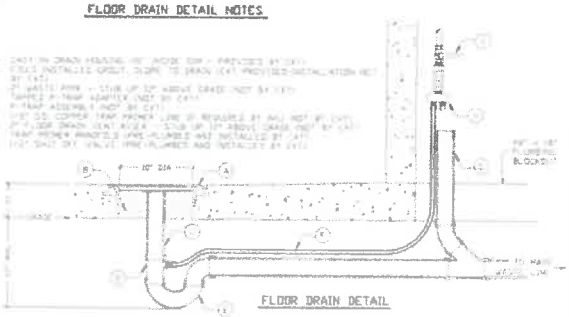
4'-0" x 1'-6" BLOCKOUT DETAIL "B"

FOR REFERENCE ONLY

FLOOR DRAIN DETAIL NOTES

BELOW FLOOR PIPING - KEY NOTES

PIPING LEGEND



FLOOR DRAIN DETAIL

CXT Precast Products

TAOS

CXT STANDARD BUILDING

FLOOR DRAIN LOCATION & BELOW FLOOR PIPING

TA-2B

CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Morgan

Construction Plans For Construction Pricing Only

REV	DATE	DESCRIPTION

SCALE:

DATE: AUGUST 8, 2018

PIN 215814120

UTILITY STUB CUTSHEET

LS502

TAOS RESTROOM UTILITY PLAN (SEE LOCATION PLAN LS101) N.T.S.

* SEE RESTROOM SPECIFIC UTILITY STUB UP PLAN PER MANUFACTURER IF RESTROOM ALTERNATE #1 OR #2 IS CHOSEN FOR INSTALL

MATERIAL and FINISHES SCHEDULE

SYMBOL	SPECIFICATION	MOCK-UP SAMPLE REQ'D.	COLOR	FINISH / SIZE	SEALER	MANUFACTURER	CONTACT / SUPPLIER
MULCH							
M1	SPECIAL CERTIFIED PLAYGROUND MULCH	YES	MATCHING (CONFIRM TO MATCH EXISTING)	PLAYGROUND SAFETY MULCH		BLUE PRODUCTS AND SERVICES, INC	6261 S. SWEETWATER RD
		SAMPLE				PLAYSAFE PLUS MULCH PRODUCT	LITHIA SPRINGS, GA 30122
							(800) 446-2547
							CONTACT: BILL CARMICHAEL
PAVEMENT							
P1	ASPHALT PAVEMENT	NO	N/A	PROPOSED SITE PATHWAYS - 3200 SQ.FT	N/A	N/A	GENERAL CONTRACTOR
P2	CONCRETE PAVER	YES	CAPPUCINO	4" x 8" x 2 3/8" - 6HS SERIES CONCRETE PAVER	Gator Seal Signature Natural Look	TRENWICH	JOHN REDFERN
	RESTROOM ENTRANCE / WALKWAY SOLDIER COURSE	SAMPLE		3" WIDE SOLDIER COURSE		3600 TRACE CENTER WAY #2	(239) 360-5877
				SAMPLE / MOCK-UP REQUIRED		NAPLES, FL 34109	
P3	CONCRETE PAVER	YES	SIERRA	4" x 8" x 2 3/8" - 6HS SERIES CONCRETE PAVER	Gator Seal Signature Natural Look	TRENWICH	JOHN REDFERN
	RETENTION ENTRANCE / WALKWAY FIELD	SAMPLE		HERRINGBONE PATTERN		3600 TRACE CENTER WAY #2	(239) 360-5877
				SAMPLE / MOCK-UP REQUIRED		NAPLES, FL 34109	
P4	(ALT #1) ASPHALT WALKWAY	NO	N/A	PROPOSED WALKWAY ENTRANCE / WALKWAY - 3147 SQ.FT	N/A	N/A	GENERAL CONTRACTOR
	RESTROOM ENTRANCE / WALKWAY SOLDIER COURSE						

NOTES:

ALL MATERIALS AS MARKED HEREIN AND PROPOSED SUBSTITUTIONS ARE REQUIRED TO BE SUBMITTED FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION AND/OR INSTALLATION. ALL SUBSTITUTIONS WILL BE SUBMITTED IN WRITING TO THE LANDSCAPE ARCHITECT AND ACCOMPANIED BY A PHYSICAL SAMPLE WHICH CLEARLY SHOWS REPRESENTATIVE COLOR, PATTERN, TEXTURE, ETC. ANY SUBSTITUTIONS NOT APPROVED AND USED IN THIS PROJECT BY THE CONTRACTOR WILL BE REJECTED AND THE CONTRACTOR WILL ASSUME LIABILITY FOR ALL COSTS, LABOR, ADDITIONAL MATERIALS, AND ALL ADJACENT AREAS AFFECTED BY REMOVAL WORK TO BRING THE PROJECT BACK TO SPECIFICATION.

SEE SITE DETAIL DRAWINGS AND SITE MATERIAL/FINISHES PLANS FOR DETAILED LOCATIONS, USES, AND PATTERNS.

ALL PRODUCTS/MATERIALS/FINISHES SHALL BE INSTALLED, CONSTRUCTED, AND APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDED METHODS.

CONTRACTOR SHALL SUPPLY PHYSICAL SAMPLES AND CONSTRUCT FIELD MOCK-UP SAMPLES OF A SUITABLE REPRESENTATIVE DIMENSION FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT, FABRICATION AND/OR INSTALLATION OF ALL MATERIALS AS MARKED IN THE SCHEDULE. ALL ACCEPTED MOCK-UPS SHALL BE PROTECTED AND REMAIN ON SITE FOR THE DURATION OF CONSTRUCTION AS REFERENCE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO IMMEDIATELY REMOVE ALL REJECTED AND/OR UNAPPROVED MATERIALS (INCLUDING SAMPLES AND MOCK-UPS) FROM THE PROJECT SITE AS PART OF THE QA/QC APPROVAL AND CONSTRUCTION COMPLIANCE PROCESS.

CHARLIE ANTHONY PARK

PREPARED FOR:

Community Development Department
840 Blanchard Street
Naples, Florida 34102

PREPARED BY:

Stantec

10001 Pelican Bay Blvd. Suite 280, Naples, FL 34108-7504
www.stantec.com +1 239-594-0040

PROJECT MANAGER: Kevin Morgan

"IMPORTANT NOTICE"

The contractor must verify any and all conditions for all construction. DO NOT scale the drawing - any errors or omissions shall be notified to Stantec without delay. The Copyright to all design and drawings are the property of Stantec. Reproduction or use for any purpose other than those authorized by Stantec is forbidden.

These drawings may require deferred/per permitted by agency. Stantec has not verified the accuracy and/or completeness of the information shown on the Survey, Site Plan, Grading Plan and Utility Plan and assumes no responsibility for any deficiencies which may be encountered based on its use.

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		

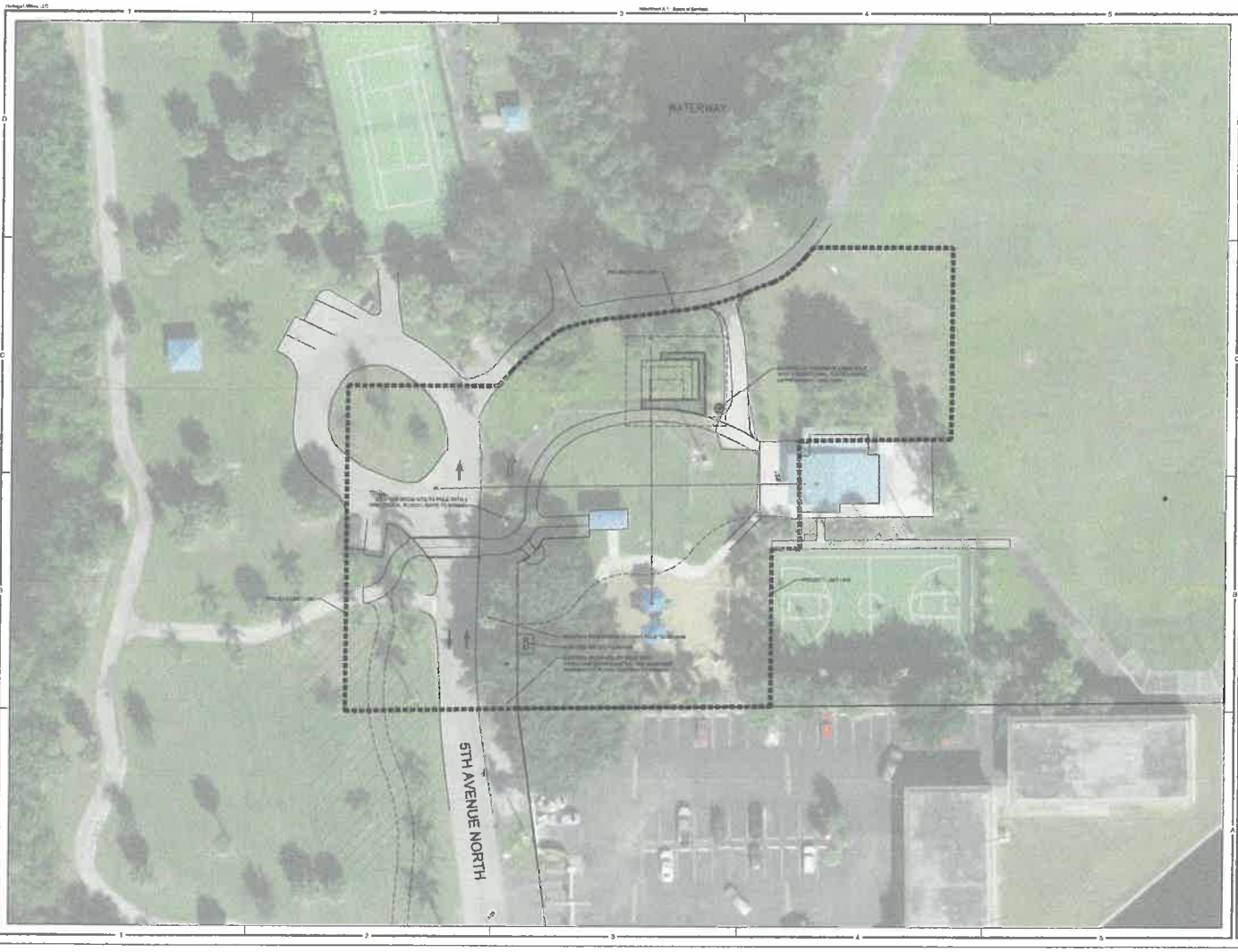
SCALE:

DATE: AUGUST 8, 2018

PIN: 215814120

MATERIALS AND FINISHES

LS601



CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		

NORTH GRAPHIC SCALE 0 10 20 40'

SCALE:	1" = 20'
DATE:	AUGUST 8, 2018
PIN:	215614120

LIGHTING PLAN

LL101

CONDUITS AND ENCLOSURES

CONDUIT OPENINGS. CONDUIT OPENINGS SHALL BE MADE BY ECCENTRIC AND CONCENTRIC MANUFACTURED OPENINGS AND TRADE CONDUIT SIZE FIELD KNOCKOUT PUNCH OPENINGS SHALL BE MADE BY FRACTIONAL HOLE ENLARGING DRILL BITS.

USE OF PVC CONDUIT AND FITTINGS IN MEMA 3, 3R, 4, 4X & 12 SEDULIC ENCLOSURES.

THE FOLLOWING METHODS OF INSTALLATION SHALL BE PERMITTED WITH PVC CONDUIT AND FITTINGS IN (4) (5) (6) (7) (8) BELOW:

a) CONDUIT ENTRIES IN BOTTOM OF ENCLOSURES BEGINS, WHERE PVC AND ALUMINUM BUSHINGS SHALL BE MADE WITH MALE ADAPTOR AND LOCKNUT SECURED TO THE ENCLOSURE (5) (6) (7) SECTION 1 (6) PLASTIC BUSHING.

b) CONDUIT ENTRIES IN THE TOP OR SIDE OF ENCLOSURES BEGINS, WHERE PVC AND ALUMINUM BUSHINGS SHALL BE MADE WITH MALE ADAPTOR, FLAT SEALING WASHER (EXTERNAL TO ENCLOSURE) AND LOCKNUT WITHIN THE ENCLOSURE PLASTIC BUSHING.

c) CONDUIT ENTRIES IN THE SIDE OF ENCLOSURES ABOVE THE LEVEL OF UNMARKED LIVE PARTS (SEE NEMA 1B, SECTION 3.1) SHALL BE MADE WITH ACCEPTABLE ADAPTOR (1) (4), (6) ACCEPTABLE ADAPTOR (1) (6) (8) (9) (10) MADE BY THE ENCLOSURE MANUFACTURER OR A WATER TIGHT THREADED HUB.

d) CONDUIT ENTRIES IN THE BOTTOM OF ANCHOR BUSHINGS WITH UNMARKED LIVE PARTS SHALL BE MADE WITH A PVC MALE ADAPTOR, FLAT SEALING WASHER (EXTERNAL TO ENCLOSURE) AND LOCKNUT WITHIN THE ENCLOSURE PLASTIC BUSHING.

e) CONDUIT ENTRIES IN THE TOP OF ENCLOSURES WITH UNMARKED LIVE PARTS.

PVC JUNCTION BOX ADAPTERS ARE NOT PERMITTED (3) (8) (9) (10) SECTION 1 (1).

CONDUIT ENTRIES IN MEMA 3, 3R, 4, 4X & 12 SEDULIC ENCLOSURES.

THE FOLLOWING METHODS OF INSTALLATION SHALL BE PERMITTED FOR CONDUITS AND FITTINGS OTHER THAN PVC CONDUIT.

a) CONDUIT ENTRIES IN BOTTOM OF ENCLOSURES SHALL BE MADE WITH MARTINET COMPRESSION CONNECTORS AND LOCKNUT SECURED TIGHTLY TO THE ENCLOSURE.

b) ENTRIES IN THE SIDE OF ENCLOSURES BEGINS, WHERE PVC AND ALUMINUM BUSHINGS SHALL BE MADE WITH A CONNECTOR, FLAT SEALING WASHER (EXTERNAL TO ENCLOSURE) AND LOCKNUT WITHIN THE ENCLOSURE PLASTIC BUSHING, OTHER APPROVED MEANS ARE:

1) EMT RAINTIGHT COMPRESSION CONNECTORS EQUAL TO PRODUCTION SET BEFORE.

2) RIGID STEEL AND MIC CONDUIT AND MIPPLES WITH SEAL AND LOCKNUTS INSTALLED OUTSIDE OF ENCLOSURE AND LOCKNUT WITHIN THE ENCLOSURE PLASTIC BUSHING.

3) ENTRIES IN THE TOP AND SIDE OF ENCLOSURES ABOVE THE LEVEL OF UNMARKED LIVE PARTS (SEE NEMA 1B, SECTION 3.1) SHALL BE MADE WITH ACCEPTABLE ADAPTOR (1) (4), (6) ACCEPTABLE ADAPTOR (1) (6) (8) (9) (10) MADE BY THE ENCLOSURE MANUFACTURER OR A WATER TIGHT THREADED HUB.

4) NEMA 3 AND 3R STEEL ENCLOSURE SHALL USE THREADED HUBS EQUAL TO COOPER CROUSE-HINDS SCRUB TYPE HUB SET SERIES OR GROUND HUB SET ZINC OR MALLEABLE IRON CONDUIT HUB.

5) NEMA 3 AND 3R ALUMINUM ENCLOSURE SHALL USE THREADED HUBS EQUAL TO COOPER CROUSE-HINDS SCRUB TYPE HUB SET SERIES OR GROUND HUB SET ZINC ALUMINUM HUB.

6) NEMA 4X STAINLESS STEEL ENCLOSURE SHALL USE THREADED HUBS EQUAL TO COOPER CROUSE-HINDS SCRUB TYPE HUB SET SERIES.

ELECTRICAL SPECIFICATIONS

1. THE GENERAL CONDITIONS OF THE CONTRACT, CURRENT EDITION, FOR BID BY INSTRUCTION, FORM BY THE AMERICAN INSTITUTE OF ARCHITECTS SHALL BE PART OF THIS CONTRACT.

UPON RECEIPT OF SUBMITTALS FOR EACH SECTION AS NOTED BELOW THE ENGINEER SHALL REVIEW AND APPROVE BY THIS REJECTED PRODUCT SUBMITTAL SHALL RESULT CONTRACTOR TO RESUBMIT FOR A SECOND REVIEW.

SUBMITTALS NOT APPROVED OR SUBMITTED FROM THE SECOND REVIEW SHALL COMPENSATE THE ENGINEER FOR SECOND REVIEW AND ALL SUBSEQUENT REVIEWS, BORNE BY THE CONTRACTOR AT CONTRACT HOURLY RATES.

2A. THE CONTRACTOR SHALL BE A LICENSED MASTER ELECTRICIAN, AND SHALL SUPERVISE THE ENTIRE INSTALLATION TO BE PERFORMED IN A SKILLED MANNER. THE ENTIRE INSTALLATION SHALL BE MADE WITH ALL OTHER TRADES IN COMPLIANCE WITH THE BIG BUTTON (NEW) 2B NATIONAL ELECTRIC CODE. THE 2B2B WITH RE-ENABLING FOR ELECTRICAL SAFETY IN THE WORK PLACE. FLORIDA BUILDING CODE 6TH EDITION (2017) FLORIDA FIRE PREVENTION CODE 6TH EDITION (2017), POWER UTILITY AND INSPECTION AUTHORITY.

2B. THE ELECTRICAL CONTRACTOR SHALL PROVIDE A TRANSFORMER WITH A MINIMUM CONTRACT OF COMPLETE ELECTRICAL SERVICE FOR THIS PROJECT. ENGINEERING STAFF ENGINEERING THE SITE MAY REQUEST EVIDENCE OF LICENSED FOLDER IN A LICENSE HOLDER IN NOT ON SITE WITH THE TRADESMEN AND/OR THE ENGINEER OBSERVING MANNER OF WORK NOT COMPLYING WITH ONE THE PROPERTY OWNER SHALL BE NOTIFIED.

3. THE CONTRACTOR IN THESE SPECIFICATIONS SHALL REFER TO THE ELECTRICAL CONTRACTOR UNLESS NOTED OTHERWISE.

4. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL, STRUCTURAL AND MECHANICAL PLANS AND SPECIFICATIONS, SUCH PLANS AND SPECIFICATIONS ARE CONTRACT DOCUMENTS. VERIFY ALL MECHANICAL REQUIREMENTS PRIOR TO INSTALLATION.

5. DRAWINGS ARE DIAGRAMMATIC AND ARE INTENDED TO SHOW APPROXIMATE LOCATIONS. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY AND ALL DETAILS OF CONSTRUCTION. THE ELECTRICAL CONTRACTOR SHALL PURCHASE AND INSTALL ALL TIME TO PROVIDE A COMPLETE ELECTRICAL INSTALLATION WITH ALL EQUIPMENT IN PROPER WORKING ORDER.

6. DO NOT SCALE THE ELECTRICAL DRAWINGS. REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR EXACT LOCATION OF ALL EQUIPMENT CONFIRM WITH OWNER'S REPRESENTATIVE.

7. ENGINEER SHALL VISIT THE SITE AND PRELIMINARIES THEREIN WITH ALL OTHER TRADES BEFORE BIDDING THE WORK. IN SCALE ABOVE, EXISTING PLANS ARE NON-EXISTENT ON SITE. IT SHALL BE THE RESPONSIBILITY OF THE ENGINEER TO VISIT THE SITE OF THE WORK AND ACCURATE THEMSELVES WITH ALL AVAILABLE INFORMATION REGARDING THE LOCATION OF ALL EXISTING FACILITIES. FAILURE OF THE BIDDERS TO INFORM THEMSELVES OF EXISTING CONDITIONS AND TO INCLUDE IN THEIR PROPOSAL A SUM SUFFICIENT TO COMPLEMENT WILL NOT ENTITLE THEM TO AN EXTRA.

8. SHOULD ELECTRICAL WORK BE INSTALLED WHICH NOT IMPRESSED WITH CLEARANCES REQUIRED FOR GENERAL CONSTRUCTION OR WORK WITH OTHER TRADES SUCH WORK SHALL BE CORRECTED AT NO ADDITIONAL COST TO THE OWNER.

9. ALL REQUIRED INSURANCE SHALL BE PROVIDED FOR PROTECTION AGAINST LIABILITY OF PROPERTY DAMAGE FOR THE DURATION OF THE WORK.

10. THE ENGINEER SHALL NOTIFY THE AUTHORITY HAVING JURISDICTION AND THE CONTRACTOR OF INSTALLATIONS THAT DO NOT COMPLY AS NEAT AND WORKMANLIKE. TO BE CORRECTED PRIOR TO SUBSEQUENT INSPECTION.

11. EQUIPMENT SHALL BE INSTALLED ABOVE THE BASE FLOOD ELEVATION. PERMIT DISCONNECT TO THE ENGINEER USED AS SWITCHES ABOVE IF SHALL BE ACCESSIBLE FROM FLOOR OR WORKING PLATFORM OF WIDTH, 30" DEPTH WORK SPACE IN FRONT OF EQUIPMENT.

12. CONTRACTOR SHALL BE RESPONSIBLE TO SEAL PENETRATIONS IN RATED WALLS OR FLOORS WITH LISTED SUBSTANCE RATED ASSEMBLIES.

13. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL RUBBISH CAUSED BY THE WORK AND SHALL THOROUGHLY CLEAN ALL ELECTRIC EQUIPMENT.

14. PROVIDE AUTOCAD COMPATIBLE AS-BUILT DRAWINGS AT COMPLETION OF PROJECT.

15. ALL WORK SHALL BE GUARANTEED FREE FROM DEFECTS FOR A PERIOD OF ONE YEAR FROM DATE OF CERTIFICATE OF OCCUPANCY.

16. BOTTOM 5 FAN FIRE AND CONDUITS PURPOSES BY THE ENGINEER. CONTRACTOR SHALL BE INSTALL FOR THE ELECTRICAL CONTRACTOR. ALL CONTROL WIRING OF MECHANICAL CONTRACTORS EQUIPMENT SHALL INSTALLED AND TERMINATED BY THE MECHANICAL CONTRACTOR. THE E.C. SHALL PROVIDE POWER SUPPLY WIRING.

17. THE CONTRACTOR SHALL PROVIDE DISCONNECT SWITCHES, EXCEPT WHERE FACTORY INSTALLED.

18. ELECTRICAL CONTRACTOR SHALL PROVIDE TEMPORARY POWER FOR CONSTRUCTION WITH GFCI PROTECTION.

19. DISTRIBUTION PANELS, PANELBOARDS, AND TRANSFORMERS SHALL BE IDENTIFIED. SHAM ENGRAVED, LAMINATED ACRYLIC OR MELAMINE LABEL WHITE LETTERS ON BLACK BACKGROUND. LETTER HEIGHT TO BE 3/8" APPROX TO COVER.

20. DISCONNECTS, STARTERS, MOTOR CONTROL CENTERS SHALL BE IDENTIFIED WITH EQUIPMENT SERVED AND PANELBOARD NUMBER (EXAMPLE: AHU1-EL-3A-2A).

21. JUNCTION AND PULL BOXES SHALL HAVE PANEL CIRCUIT NUMBER MARKED ON FACE OF COVER.

22. THE ENGINEER MAY REQUEST FROM THE CONTRACTOR MANUFACTURERS PRODUCT INSTALLATION INSTRUCTIONS. PRODUCTS NOT INSTALLED PER THE INSTALLATION INSTRUCTIONS FOR PULLING, OR SUBSTANDARD INFORMING SHALL BE CORRECTED OR REPLACED BY CONTRACTORS COST THE ENGINEER SHALL DEEM SHOW FIELD ALTERED PRODUCTS SHALL BE REPLACED.

23. ALL ELECTRICAL DEVICES SHALL BE NEW, SPECIFICATION BRAND AND BE LISTED FOR USE BY ALL OR AN EQUAL FIRSTING LABORATORY.

24. NOMINAL MOUNTING HEIGHT OF DEVICES IN EXPOSED CONCRETE BLOCK, FILL OR SHOCK WALL SHALL ALL CIRCUIT WITHIN A STRUCTURAL COURSE. A MINIMUM AMOUNT OF BLOCK, TILE OR BRICK WALLS SHALL BE CUT.

25. THE CONTRACTOR SHALL TOUCH UP OR REFINISH THE FACTORY FINISH OF EQUIPMENT MARKED DURING SHIPMENT OR INSTALLATION.

26. CONNECTIONS TO ELECTRICAL EQUIPMENT EXPOSED TO WEATHER SHALL BE MADE WITH WATER TIGHT FITTINGS AND BE RISED IN RATED.

27. SERIES RATING OF CIRCUIT BREAKERS SHALL BE PERMITTED WHERE LISTED FOR USE WITH SAME MANUFACTURER. FULL RATED CIRCUIT BREAKERS SHALL BE USED WITH LIMITED MANUFACTURER TYPES. CIRCUIT BREAKERS PROTECTING HAND EQUIPMENT SHALL BE HIGH RATED. EQUIPMENT IS SPECIFIED TO MEET THESE REQUIREMENTS.

28. VERIFY AND COMPLY WITH ALL REQUIREMENTS FOR OTHER COMPANY TELEPHONE & CABLE COMPANIES PRIOR TO INSTALLATION.

29. ALL MATERIALS SHALL BE NEW AND NEAR UNDERWRITER'S LABELS, WHERE APPLICABLE.

30. ALL CIRCUIT BREAKERS, TWO AND THREE POLES, TO BE COMMON TRIP NO TIE HANDLES. FANDING OR TRAVEL BREAKER WILL NOT BE ACCEPTED.

31. THE FIRE ALARM CONTRACTOR SHALL PROVIDE SHOP DRAWINGS PERMITTED AND PAY ALL FIRES ASSOCIATED WITH HIS WORK.

NOTE: LISTED FITTINGS FOR METALLIC ENCLOSURES ARE PVC SMALL ADAPTERS WITH LOCKNUTS. SEE (4) (8) SECTION.

1. 5.1 JUNCTION BOX ADAPTERS COVERED BY THESE REQUIREMENTS ARE FITTINGS INTENDED TO CONNECT A LENGTH OF RIGID PVC CONDUIT. A PVC ELBOW TO A RIGID PVC BOX (NOT LIMITED TO JUNCTION BOXES) WITH A COUPLING.

1. 5.2 INTERMALLY-THREADED ADAPTERS COVERED BY THESE REQUIREMENTS ARE FITTINGS INTENDED FOR JOINING A LENGTH OF RIGID PVC CONDUIT. A PVC ELBOW TO RIGID METAL CONDUIT OR OTHER LIFT LEVELLY THREADED DEVICES.

1. 5.3 EXTERMALLY-THREADED ADAPTERS (AS REFERRED TO AS TERMINAL ADAPTERS) COVERED BY THESE REQUIREMENTS ARE FITTINGS INTENDED TO JOIN A LENGTH OF RIGID PVC CONDUIT OR ELBOW TO:

a) THE CONDUCTOR AREA OF A METAL BOX WITH A METAL LOCKNUT
b) A THREADED METAL HUB OR FITTING OF A METAL BOX
c) A THREADED HUB OR A PREMOLDED BOX
d) A PREMOLDED IN A PREMOLDED BOX

ABBREVIATIONS

A	AMPS OR AMPERE	MAX	MAXIMUM
ABBR	ABOVE BASE FLOOD ELEVATION	MC	METAL CLAD
ACT	ABOVE COUNTER TOP	MCC	MAXIMUM CIRCUIT AMPACITY
APP	ABOVE PARKING FLOOR	MCC	MOTOR CONTROL CENTER
APG	ABOVE FINAL FOR CUT INTERRUPTER	MDCP	MAXIMUM OVERCURRENT PROTECTION DEVICE
AC	AMPERE INTERRUPTING CAPACITY	MN	MINIMUM
AL	ALUMINUM	MLO	MAIN LUGS ONLY
AT2	AUTOMATIC TRANSFER SWITCH	MTR	MANUAL TRANSFER SWITCH
AH1	AIR HANDLING UNIT	MV	MEDIUM VOLTAGE
AWG	AMERICAN WIRE GAUGE	NE	NEUTRAL
BAR	BREAKER	NC	NORMALLY CLOSED
CB	CIRCUIT BREAKER	NEMA	NATIONAL ELECTRICAL MANUF ASSOCIATION
CL	CONDENSING UNIT	NF	NON FUSE
CHEC	CONDUIT	NO	NOT IN CONTRACT
EE	EXHAUST FAN	NO	NORMALLY OPEN OR NUMBER
ED	EQUIPMENT DISCONNECT CONNECTOR	NTS	NOT TO SCALE
ELEC	ELECTRIC	OH	OVERHEAD
ELPV	ELEVATION	PB	PUSH BUTTON
EM	EMERGENCY	PC	PHOTO ELECTRIC CELL
EMT	ELECTRICAL METALLIC CONDUIT	PH	PHASE
EWC	ELECTRIC WATER COOLER	PNL	PANEL PANEL BOARD OR LOAD CENTER
EX	EXIT	PRI	PRIMARY
EXI	EXISTING	PVC	POLYVINYL CHLORIDE
EKB	EQUIPMENT SPECIFIC	QTY	QUANTITY
FMC	FLEXIBLE METAL CONDUIT	RECPT	RECEPTACLE
FPL	FLUORESCENT LIGHT	SEC	SECONDARY
GEC	GROUNDING ELECTRODE CONDUCTOR	SN	SOLID NEUTRAL
GER	GENERATOR	SPD	SURGE SUPPRESSION DEVICE
GHG	GROUND	ST	STAINLESS STEEL
GPS	GROUND FAULT CIRCUIT INTERRUPTER	SW	SWITCH
GRS	GRAVITY RELIEF STEEL	SWBD	SWITCHBOARD
HATS	HEATING, LIGHT CONDITIONING, REFRIGERATION	TC	TIME TO CLOSE ON TRAIL CABLE
HVAC	HEATING VENTILATION AND CONDITIONING	TSL	TELEPHONE
HB	HEMISPHERE	TBBC	TELEPHONE BACKBOARD
HTR	HEATER	TYP	TYPICAL
HZ	HEATZ	UC	UNDERCOUNTER
HV	HIGH VOLTAGE	UG	UNDERGROUND
J	JUNCTION BOX	UPS	UNINTERRUPTABLE POWER SUPPLY
KCMIL	KIRK CIRCULAR MILS	V	VOLTS
KVA	KILOVOLT AMPERES	VA	VOLT AMPERES
KW	KILOWATTS	VFD	VARIABLE FREQUENCY DRIVE
LGTS	LIGHTING	W	WIRE, WIRES, WITH, WIDTH
LFMC	LIQUID TIGHT FLEXIBLE METAL CONDUIT	WP	WATERPROOF
LFNC	LIQUID TIGHT FLEXIBLE NON-METALLIC CONDUIT	WR	WEATHER RESISTANT
LV	LOW VOLTAGE	XFMR	TRANSFORMER

ATTENTION TO CONTRACTOR

VALUE ENGINEERING

A. THE CONTRACTOR MAY SUBMIT TO THE OWNER, THROUGH THE ARCHITECT TO THE ENGINEER, PROPOSALS THAT CHANGE THE CONTRACT DOCUMENTS RESULTING IN CONSTRUCTION COST SAVINGS AND/OR TIME SAVINGS.

B. THE 'AT PROPOSAL MUST MAINTAIN THE PARENTAL FUNCTIONS AND CHARACTERISTICS OF THE FACILITY BUILDING BUT MAY LIMITED TO SAFETY, SERVICE LIFE, EASE OF MAINTENANCE, AND APPEARANCE.

C. THE CONTRACTORS CONCEPTUAL 'AT PROPOSAL' SHALL BE SUBMITTED, THROUGH THE ARCHITECT TO THE ENGINEER FOR REVIEW PRIOR TO SUBMISSION TO THE OWNER.

D. IF APPROVED, THE CONTRACTOR SHALL SUBMIT AT DRAWN 'AT PROPOSAL', LISTING THE FOLLOWING:

1. ENGINEERS RECOMMENDATIONS AND/OR COMMENTS
2. CONSTRUCTION COST SAVINGS
3. TIME SAVINGS
4. SUBMITTAL ADDITIONAL DISADVANTAGES
5. REQUIRED REVISIONS TO THE CONTRACT DOCUMENTS, IF ANY
6. COSTS FOR REVISIONS TO THE CONTRACT DOCUMENTS, IF ANY

E. ALL COSTS FOR ANY AND ALL REVISIONS TO THE CONTRACT DOCUMENTS WILL BE BORN BY THE CONTRACTOR.

F. THE OWNER WILL BE THE SOLE JUDGE OF THE VALUE ENGINEERING PROPOSAL IN DETERMINING THE FOLLOWING:

1. APPROVAL OR DISAPPROVAL
2. CONSTRUCTION COST SAVINGS
3. TIME SAVINGS
4. ADVANTAGES AND/OR DISADVANTAGES

G. THE OWNER RESERVES THE RIGHT TO DISTRIBUTE THE CONTRACT LIST BID PRICES IF IN THE ASSESSMENT OF THE OWNER AND/OR ARCHITECT, SUCH PRICES DO NOT REPRESENT FAIR VALUE FOR THE WORK TO BE PERFORMED OR DIRECTED. THE ARCHITECT WILL ASSIST THE CONTRACT LIST BID PRICES IN EVALUATING THE CONSTRUCTION COST SAVINGS OF THE VALUE ENGINEERING PROPOSAL IF THE OWNER APPROVES THE AT PROPOSAL, THE OWNER WILL ORDER CHANGES TO THE CONTRACT DOCUMENTS THAT REFLECT THE VE PROPOSAL.

H. THE OWNER SHALL NOT REIMBURSE THE CONTRACTOR FOR ANY ENGINEERING OR PREPARATION EXPENDITURES OF THE VE PROPOSAL.

I. CHANGES OR REVISIONS MADE FOLLOWING CONTRACT AND SUBMITTAL REVIEW PROCESS APPROVED BY THE ENGINEER SHALL BE AT SOURCE THE PERMIT WITH CHANGES OR REVISIONS NOT APPROVED BY THE ENGINEER SHALL BE REPLACED AT THE CONTRACTOR EXPENSE.

ELECTRICAL SHEET INDEX

ABBREVIATIONS, SPECIFICATIONS, SYMBOL LEGEND E-1
SITE PLAN, RISER DIAGRAM & NOTES, PANEL SCHEDULES E-2

RACEWAY, WIRING & SUPPORT METHODS

THE METHODS IDENTIFIED BELOW SHALL BE USED FOR THIS PROJECT:

- EMT CONDUIT
- EMT CONDUIT HOMERUNS, MC CABLE BEYOND SWITCH FOR LIGHTING
- EMT PVC SCHEDULE 40 CONDUIT FEEDERS, MC CABLE BRANCH CIRCUITRY
- PVC SCHEDULE 40 UNDER SLAB OR GRADE AND WITHIN MASONRY WALLS WITH LISTED FITTINGS (MY TRADE SIZE MINIMUM)
- PVC SCHEDULE 80 (SERVICE SETTINGS)
- PVC SCHEDULE 80 WHERE EXPOSED OUTDOORS AND WHERE SUBJECT TO PHYSICAL DAMAGE FROM GRADE TO 8 FEET ABOVE
- MC CABLE
- MC CABLE PLENUM RATED
- MC CABLE WITH HVAC CIRCUITS AND TRADE OVERLAND UNIT IN CONDUIT
- PVC SCHEDULE 40 ABOVE SLAB OR GRADE DUE TO CORRIDORS ELEVATOR
- ROSS STEEL OR TAG CONDUIT
- RMS NON-METALLIC OR AND EPA CABLE TYPING

RACEWAY AND WIRING METHODS FOR DATA AND COMMUNICATIONS

- EMT CONDUIT FROM 4" BO OUTLET BOX TO ACCESSIBLE CEILING AREA
- EMT CONDUIT FROM 4" BO OUTLET BOX TO ACCESSIBLE CEILING AREA, FREE WIRE ABOVE CEILINGS
- PVC SCHEDULE 40 UNDER SLAB FROM OUTLET BOX TO OUTLET BOX WITH LISTED FITTINGS
- EMT CONDUIT IN WALLS, FREE WIRE ABOVE CEILINGS
- FREE WIRE IN WALLS AND CEILINGS

CONDUCTORS USED ON THIS PROJECT

- COPPER CONDUCTORS 75°C RATED THRU INSULATION (MIN PH AWG)
- COMPACT ALUMINUM CONDUCTORS, 75°C RATED, 10-8 PH INSULATION (AS NOTED)
- COMPACT ALUMINUM CONDUCTORS, TYPE USE-2 FREE FINISH CIRCUIT BURIAL RATED, USED FOR TEMPORARY POWER ONLY

SUPPORTS AND HARDWARE USED ON THIS PROJECT

- ZINC COATED, HOT DIPPED OR VANIZED (*)
- STAINLESS STEEL (2 IN)
- FIBERGLASS REINFORCED PLASTIC SPIRIT (**)

(*) REFER TO FIT MATERIAL

SUBMIT CLEAR, MARKED IN RED AND ON YELLOW INCREASINGS, AS ONE PER SET OF SHOP DRAWINGS FOR APPROVAL FOR THE FOLLOWING APPLICABLE SIMS DIVISIONS:

- 16-1 - RACEWAYS, BOXES, FITTINGS HARDWARE AND SUPPORTS
- 16-1B - WIRE, CABLE, TERMINATIONS AND MARKERS
- 16-1H - WIRING DEVICES, PLATES AND COVERS
- 16-1M - DISCONNECTS, STARTERS, CONTACTORS, SURGE PROTECTION DEVICES, ATTACKS
- 16-1M - SERVICE EQUIPMENT AND METERING
- 16-1P - DISCONNECTS SWITCH
- 16-1Q - DISTRIBUTION, TRANSFORMERS AND TRANSFORMERS
- 16-1R - LIGHTING FIXTURES AND ACCESSORIES
- 16-1S - AUTOMATIC TRANSFER SWITCHES
- 16-1S - GENERATOR
- 16-1S - RACEWAYS AND CONDUIT DRAWING WITH TRADE SIZES (THIS MAY BE PROVIDED SEPARATELY IN A DWG FILE OR LEGEND MARKED IN RED AND ON A 3 SET SHEET)

TELEVISION AND RADIO COMMUNICATION SYSTEMS SHALL BE AS LISTED BELOW:

FABRICATED DUCT USED FOR TRANSFORMERS, AIR SHALL BE PERMITTED TO BE:

a. TYPE CATVP, CATVR AND CATV INSTALLED IN EMT RACEWAY

AIRTURN AIR PLENUMS SHALL BE PERMITTED TO BE:

a. TYPE CATVP
b. TYPE CATVP CABLE SUPPORTED BY AN OPEN METALLIC CABLE TRAY OR OPEN EASILY TRAY SYSTEM
c. TYPE CATVP, CATVR AND CATV CABLES IN EMT RACEWAY

CABLES IN VERTICAL RISERS SHALL BE:

a. TYPE CATVR CABLE

OTHER LOCATIONS NOT LISTED ABOVE:

a. TYPE CATVP, CATVR, CATV CABLES
b. TYPE CATVP, CATVR, CATV CABLES IN EMT RACEWAY

VIDEO, AUDIO, VIDEO, DATA, INTERACTIVE SERVICES, NOT INCLUDING FIRE ALARM AND SECURITY SIGNAL AND SYSTEMS SHALL BE AS LISTED BELOW:

FABRICATED DUCT USED FOR TRANSFORMERS, AIR SHALL BE PERMITTED TO BE:

a. TYPE CMP, CMP, CMD, AND CMX CABLES INSTALLED IN EMT RACEWAY

RETURN AIR PLENUMS SHALL BE PERMITTED TO BE:

a. TYPE CMP
b. TYPE CMP CABLE SUPPORTED BY AN OPEN METALLIC CABLE TRAY OR OPEN EASILY TRAY SYSTEM
c. TYPE CMP, CMP, CMD, AND CMX CABLES INSTALLED IN EMT RACEWAY

TYPE CATVP, CATVR, AND CATV CABLES IN EMT RACEWAY
CABLES IN VERTICAL RISERS SHALL BE:

a. TYPE CMP CMP, CMD, AND CMX CABLES
b. TYPE CMP CMP, CMD, AND CMX CABLES IN EMT RACEWAY

OTHER BUILDING LOCATIONS NOT LISTED ABOVE SHALL BE PERMITTED TO BE:

a. TYPE CMP CMP, CMD, AND CMX CABLES
b. TYPE CMP CMP, CMD, AND CMX CABLES IN EMT RACEWAY

SCOPE OF WORK

ELECTRICAL RENOVATIONS TO AN EXISTING SINGLE FAMILY DWELLING UNIT.

ELECTRICAL LEGEND

- DUPLEX RECEPTACLE 15A, 125V
- DUPLEX GFCI 15A, 125V RECEPTACLE
- DIAMPRONT GFCI 20A, 125V SIGNAL TO LENGTH
- DUPLEX RECEPTACLE 20A, 125V (HALF SWITCHED)
- QUAD RECEPTACLE 15A, 125V
- SINGLE RECEPTACLE 20A/250V 4-WIRE, 20A OR 30A
- SINGLE RECEPTACLE 20A, 125V
- DUPLEX FLOOR RECEPTACLE 15A, 125V
- SPECIAL RECEPTACLE (SEE NOTE)
- SINGLE RECEPTACLE 15A, 125V WITH (2) USB CHARGER PORTS, EQUAL TO LEVITON T5832
- DUPLEX RECEPTACLE 15A, 125V WITH (2) USB CHARGER PORTS, EQUAL TO LEVITON T5832
- USB SPECIAL RECEPTACLE (4) USB CHARGING PORTS, EQUAL TO LEVITON T5832
- SINGLE POLE SWITCH 15A, 120/277V
- 3 WAY SWITCH 15A, 120/277V
- 4 WAY SWITCH 15A, 120/277V
- DOOR JAMB SWITCH EQUAL TO LEVITON T5832
- SMOKE DETECTOR
- UTILITY METER
- DISCONNECT
- COMBINATION MOTOR STARTER
- LOADCENTER OR PANELBOARD
- SWITCH WIRING
- HOSE BULB
- PANEL CIRCUIT DESIGNATION
- EXTERIOR SUGGESTIVE LIGHTS
- RECESSED CONNECTOR
- RECESSED DOWNLIGHT (SINGLE WARNING)
- SURFACE MOUNT LIGHTING FIXTURE
- WALL MOUNT LIGHTING FIXTURE
- VAPORTITE ENCLOSED & GASKETED LIGHTING FIXTURE
- PENDANT CHANNELER
- BATTERIOR EXHAUST FAN
- SCONCE OR STEP LIGHTING FIXTURE
- FAN RATED OUTLET BOX FAN SWITCH LEG ONLY
- FAN RATED OUTLET BOX WITH 1 ENERGY DESIGNATION
- JUNCTION BOX
- FLUORESCENT WARM-WIRELESS FIXTURE
- FLUORESCENT CLOUD FIXTURE
- UNDERCOUNTER LIGHTING FIXTURE
- FRAGE LIGHTING FIXTURE
- ILLUMINATED EXIT BOX
- EGRESS DIRECTIONAL CHAPTRONS
- EXIT SIGN / EMERGENCY EXTERIOR FIXTURE COMBO
- BATTERY BACKUP EMERGENCY EGRESS FIXTURE
- GARAGE DOOR OPENER
- PHONECENTA OUTLET
- USB 4-PORT CHARGER, EQUAL TO LEVITON USB4P
- COMPUTER/DATA (POINT OF ENTRY)
- CATV / SATELLITE TELEVISION OUTLET
- DOOR CHIMS
- PUSH BUTTON
- TRANSFORMER - 24V OR LESS
- TRANSFORMER - GREATER THAN 50V
- POWER PACK EQUAL TO WATTS POWER BLE 500-7750 - 20A, SINGLE RELAY LIGHTING & PLUG DEVICE
- POWER PACK EQUAL TO WATTS POWER 0.5-50 & 120V 20A, 3-RELAY LIGHTING DEVICE
- CEILING MOUNT OCCUPANCY/VACANCY SENSOR SWITCH
- WALL MOUNT OCCUPANCY/VACANCY SENSOR SWITCH

ALL SYMBOLS MAY NOT APPLY TO THIS PROJECT

PEAI, INC.
PROJECT # 170406
CONSTRUCTION PRICING
03/14/2018

Commissioned By: STANTEC

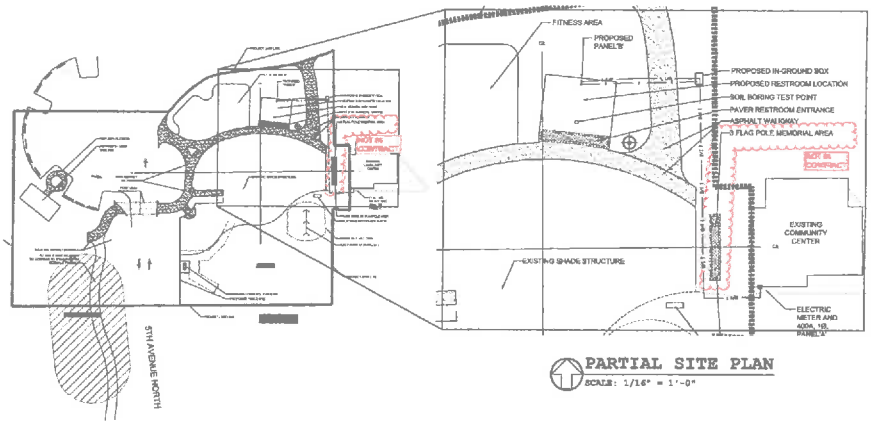
PELICAN ENGINEERING ASSOCIATES, INC.
1202 SHERWOOD LANE
NAPLES, FLORIDA 34110
PHONE: (239) 821-4333 FAX: (239) 821-4339
www.pelicanengineering.com
CERTIFICATE OF AUTHORIZATION: 26999

PROJECT NO. 170406
DATE 03-14-2017
DESIGNED BY JDS
CHECKED BY CPE

REVISIONS | DATE | BY

ANTHONY'S PARK CITY OF NAPLES
PROPOSED RESTROOM FACILITY
5TH AVENUE NORTH
NAPLES, FLORIDA

DRAWING TITLE:
ABBREVIATIONS, SPECIFICATIONS, SCOPE OF WORK
E-1
1 OF 2



PARTIAL SITE PLAN

SCALE: 1/16" = 1'-0"

PANEL "B"

EQUAL TO: SQ D HOMEL
TYPE: PANELBOARD
MAIN RATING: 100
MOUNTING: SURFACE
VOLTAGE: 120/240V, 1Ø, 3W
MAIN AMPERSHUNT: 100A BUS
TYPE MAINS: 100A MAIN BREAKER
BRANCH AIC: 10k

CKT NO	IDENTIFICATION	VA R.A.	VA W.A.	TRIP AMPS	POLE	WIRE	M - G	N - G	WIRE	POLE	TRIP AMPS	VA R.A.	VA W.A.	IDENTIFICATION	CKT NO
1	SURGE SUPPRESSOR	-	-	-	-	-	-	8 / 3	8	2	60			MAIN BREAKER	2
3	ICE SYSTEM	-	-	-	-	-	-	-	8	-	60			BACK FEED	4
5	SPACE	-	-	-	-	-	-	-	-	-	-			SPACE	6
7	MENS RESTROOM LIGHTING	-	225	20	1	12	12/12	12/12	12	1	20		159	WOMENS RESTROOM LIGHTING	8
9	MENS RESTROOM EXHAUST FAN	140	-	20	1	12	12/12	12/12	12	1	20	299		TRAILHEAD ROOM LIGHTING	10
11	SPACE	-	-	-	-	-	-	12/12	12	1	20		440	EXTERIOR LIGHTING	12
13	SPACE	-	-	-	-	-	-	-	-	-	-			SPACE	14
15	SPACE	-	-	-	-	-	-	-	-	-	-			SPACE	16
17	SPACE	-	-	-	-	-	-	-	-	-	-			SPACE	18
	SUB-TOTAL VA/WE	0 / 0	0 / 0									0 / 0	0 / 0	SUB-TOTAL VA/WE	

DEMAND LOAD PHASE A = 300 / 120 = 3 AMPERES
DEMAND LOAD PHASE B = 440 / 120 = 3.6 AMPERES
DEMAND LOAD NEUTRAL = 440 / 120 = 4 AMPERES

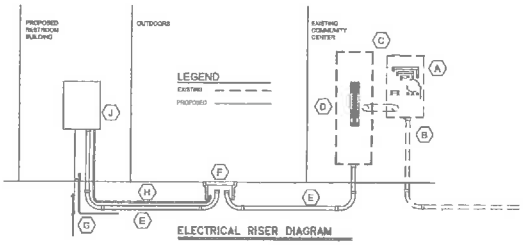
PANEL "A"

EQUAL TO: SQ D HOMEL HW3B8L4L
TYPE: PANELBOARD
MAIN RATING: 1
MOUNTING: SURFACE
VOLTAGE: 120/240V, 1Ø, 3W
MAIN AMPERSHUNT: 400A
TYPE MAINS: MAIN BREAKER
BRANCH AIC: 10k

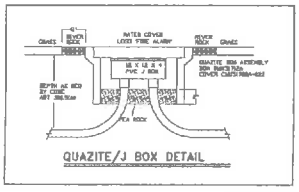
CKT NO	IDENTIFICATION	VA R.A.	VA W.A.	TRIP AMPS	POLE	WIRE	M - G	N - G	WIRE	POLE	TRIP AMPS	VA R.A.	VA W.A.	IDENTIFICATION	CKT NO
1	LIGHTING	-	20	1	12	12/12	-/10	10	2	30				AHU	2
3	LIGHTING	-	20	1	12	12/12		10	-	30		-	- - - - -		4
5	LIGHTING	-	20	1	12	12/12	-/10	10	3	20	-	-	CO		6
7	RECEPTACLES	-	180	1	12	12/12		10		30					8
9	EXTERIOR LIGHTING	-	20	1	12	12/12	12/12	12	1	20	-	-	LIGHTING		10
11	RECEPTACLES	-	360	1	12	12/12	12/12	12	1	20		-	RECEPTACLES		12
13	SPARE		20	1	-	-			2	30			SPARE		14
15	ELECTRIC BIN SPACE		20	1	12	12/12	-	-		20			SPARE		16
17	ELECTRIC BIN - GATE	-	20	1	12	12/12	12/12	12	-	20	-	-	RELAY/RECTIFIER		18
19	BASKETBALL CT TRAC SWITCH	-	20	1	12	12/12	12/12	12	1	20			PORTABLE TRAC SWITCH		20
21	BASKETBALL LIGHTING	-	20	2	10	10/10	8/10	8	2	40	-	-	OUTDOOR BUSPANEL		22
23	- - - - -		20		10			8		40		-	- - - - -		24
25	BASKETBALL LIGHTING	-	20	2	10	/10						-	SPACE		26
27			20	-	10							-	SPACE		28
29	SPACE	-	-	-	-	-	-	-	-	-	-	-	SPACE		30
31	SPACE	-	-	-	-	-	-	-	-	-	-	-	SPACE		32
33	SPACE	-	-	-	-	-	-	-	-	-	-	-	SPACE		34
35	SPACE	-	-	-	-	-	-	-	-	-	-	-	SPACE		36
37	SPACE	-	-	-	-	-	-	-	-	-	-	-	SPACE		38
39	SPACE	-	-	-	-	-	-	-	-	-	-	-	SPACE		40
41	SPACE	-	-	-	-	-	-	-	-	-	-	-	SPACE		42

ELECTRICAL RISER NOTES

- (A) EXISTING METERING: 400A, HB METER ENCLOSURE
- (B) EXISTING RISER: PVC ANIMACK
- (C) EXISTING SERVICE ENTRANCE: BACK TO BACK SERVICE
- (D) EXISTING MAIN BREAKER PANELBOARD: SQUARE D 48SA, HB, 42 CIRCUIT PANELBOARD SEE PANELBOARD SCHEDULE
- (E) FEEDER: PROVIDE 3-1/2" SCHEDULE 80 PVC CONDUIT WITH (2)-#8AWG, (1)-8 AWG (N) (1)-8 AWG (EG) 75°C THWN CONDUCTORS
- (F) PULLBOX: PROVIDE QUAZITE 31" X 18" POLYMER CONCRETE, OPEN BOTTOM BOX WITH SQLTB ON COVER PART NUMBER PC11185A12 WITH "ELECTRIC LOCK ON COVER PC11 ACAB017. SEE DETAIL
- (G) GROUNDING: ELECTRODE CONDUCTOR: PROVIDE 4-AWG TO CONCRETE ENCASED ELECTRODE AND DRIVEN 10 FOOT 1/2" COPPERWELD ROD
- (H) FUTURE RACEWAY: PROVIDE 1" SCHEDULE 40 PVC WITH 200LB PULL STRING FOR FUTURE USE
- (J) PROPOSED PANELBOARD: PROVIDE SQUARE D 16SA, HB 16 CIRCUIT PANELBOARD WITH SPA 2 POLE BACK-FEED MAIN BREAKER. SEE PANEL SCHEDULE



ELECTRICAL RISER DIAGRAM



QUAZITE/J BOX DETAIL

PEAI, INC.
PROJECT # 170406
CONSTRUCTION PRICING
03/14/2018

Commissioned By: STANTEC

PELICAN ENGINEERING ASSOCIATES, INC.
3950 RATTLESNAKE HAMMOCK RD.
NAPLES, FLORIDA 34114
PHONE: (239) 597-5533 FAX: (239) 431-4338
www.pelicanengineer.com
CERTIFICATE OF AUTHORIZATION - 26999

PROJECT NO: 170406
DATE: 03-14-2017
DESIGNED BY: JBB
CHECKED BY: CPS

REVISIONS	DATE BY
1	
2	
3	
4	
5	

ANTHONY'S PARK CITY OF NAPLES
PROPOSED RESTROOM FACILITY
NAPLES, FLORIDA
5TH AVENUE NORTH

DRAWING TITLE:
SITE LOCATION
RISER DIAGRAM
PANEL SCHEDULES

E-2

2 OF 2

LANDSCAPE INSTALLATION/MAINTENANCE GENERAL NOTES

1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASES. ALL PLANT MATERIAL SHALL BE IN FULL AND STRICT ACCORDANCE TO FLORIDA NO. 1 GRADE, ACCORDING TO THE "GRADES AND STANDARDS", ET AL., PUBLISHED BY FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. PLANT MATERIALS IN SOME INSTANCES EXCEED NO. 1 GRADE IN ORDER TO MEET THE MINIMUM REQUIREMENTS OF THIS PROJECT AND INDIVIDUAL PLANT SPECIFICATIONS AS NOTED ON THE PLANT LIST; FLORIDA FANCY GRADES ARE REQUIRED FOR CERTAIN PALM TREES ON THIS PROJECT.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTS MEETING SPECIFICATION AS NOTED PRIOR TO INSTALLATION. CONTRACTOR SHALL IMMEDIATELY REMOVE ALL PLANT MATERIAL THAT AT ANY TIME DOES NOT CONFORM TO SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.

3. ALL ROOTBALLS SHALL CONFORM TO THE SIZE STANDARDS SET FORTH IN "AMERICAN STANDARDS FOR NURSERY STOCK". WHERE FLORIDA GRADES AND STANDARDS ARE SILENT ON ORNAMENTAL PLANT MATERIAL GRADES, THEN AMERICAN STANDARDS FOR NURSERY STOCK SHALL APPLY.

4. CONTRACTOR TO SUBMIT TO THE LANDSCAPE ARCHITECT THE GROWER'S AND/OR STATE INSPECTION CERTIFICATE FOR PLANT MATERIAL TWO (2) WEEKS BEFORE COMMENCEMENT OF THE PROCUREMENT PHASE.

5. PLANT MATERIAL DESIGNATED IN THE DRAWINGS TO REMAIN SHALL BE PROTECTED DURING TRANSPORT AND DELIVERY TO JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS OF WINDBURN PREVENTION. CONTRACTOR SHALL FIELD VERIFY ALL SPECIES, QUANTITY, AND INSTALL LOCATION INFORMATION AND CONFIRM WITH THE LANDSCAPE ARCHITECT PRIOR TO INITIATING PLANTING INSTALLATION.

6. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS. CONTRACTOR SHALL INSTALL A 6.0' HEIGHT CHAIN LINK FENCE AND/OR A 4.0' HEIGHT ORANGE NYLON POLYPROPYLENE TYPE FENCE AFFIXED WITH NAILS OR STAPLES TO STURDY POSTS (METAL FENCE STAKES OR 2x4 WOOD, SET TO A DEPTH OF 2.0' MINIMUM) SURROUNDING ALL EXISTING VEGETATION AND/OR VEGETATION TO BE PROTECTED AND RELOCATED (SEE PLANS FOR LOCATIONS AND FENCE REQUIREMENTS). FENCE TO BE INSTALLED IN THE CRITICAL PROTECTION ZONE (DRIP LINE) - THE AREA SURROUNDING A TREE WITHIN A CIRCLE DESCRIBED BY A RADIUS OF ONE (1) FOOT FOR EACH INCH OF TREE TRUNK DIAMETER MEASURED AT 54" ABOVE FINISHED GRADE (FOR GROUPS OF TREES, LOCATE FENCE BETWEEN TREES AND CONSTRUCTION ACTIVITY AT THE DRIP LINE). THE FENCE SHALL BE LOCATED TO PROTECT A MINIMUM OF 90% OF THE CRITICAL PROTECTION ZONE. SHRUBS AND GROUNDCOVER VEGETATION SHALL HAVE A MINIMUM 5.0' BUFFER BETWEEN FENCE AND CONSTRUCTION ZONE. NO CONSTRUCTION DEBRIS OF ANY KIND, TOOL/MATERIAL STORAGE, VEHICLES, CHEMICALS (DIRECTLY OR INDIRECTLY APPLIED), OR OTHER CONSTRUCTION ACTIVITY SHALL BE ALLOWED WITHIN THE ROOT ZONE AND/OR CRITICAL PROTECTION ZONE. PROTECT THE CRITICAL PROTECTION ZONE FROM ALL RUN-OFF OF CONTAMINATED LIQUIDS.

7. ANY SUBSTITUTIONS IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING PRIOR TO PROCUREMENT AND/OR DELIVERY TO THE WORK SITE. ALL PLANTS WILL BE SUBJECT TO PROJECT SPECIFICATIONS, THESE NOTES, AND APPROVAL BY LANDSCAPE ARCHITECT BEFORE PLANTING CAN BEGIN.

8. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INITIATING INSTALLATION FOR THE REVIEW AND APPROVAL OF THE LANDSCAPE ARCHITECT TWO (2) DAYS PRIOR TO PLANTING.

9. ALL TREES MUST BE STRAIGHT TRUNKED, FULL HEADED, AND MEET ALL REQUIREMENTS SPECIFIED PRIOR TO CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING CONSTRUCTION. SHOULD THE CONTRACTOR CAUSE DAMAGE TO ANY UTILITIES, NECESSARY REPAIRS SHALL BE MADE AS QUICKLY AS PRACTICABLE, AT CONTRACTOR'S EXPENSE, UNDER SUPERVISION OF THE GENERAL CONTRACTOR AND/OR OWNER.

10. INSTALLATION - ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES AND ORNAMENTAL HORTICULTURAL PRACTICES/CODES WITH THE QUALITY OF PLANT MATERIALS AS HEREINAFTER DESCRIBED. ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCES AND CODE REQUIREMENTS OF THE STATE OF FLORIDA AND THE JURISDICTION THE INSTALLATION OCCURS WITHIN INCLUDING ALL BUILDING CODES AND THEIR APPENDICES.

11. TYPICALLY, SHRUB AND GROUNDCOVER PLANTINGS ARE SHOWN ON THE DRAWINGS AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION (STAGGERED SPACING) AS SHOWN IN THE PLANTING DETAILS. PLANT CENTER TO CENTER DIMENSIONS (O.C.) ARE LISTED IN THE PLANT LIST/SCHEDULE.

12. CONTRACTOR SHALL ASSURE FREE DRAINAGE AND PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL. CONTRACTOR SHALL FILL ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE THAT PROPER DRAINAGE AND PERCOLATION IS AVAILABLE. CORRECT IF REQUIRED TO ASSURE PERCOLATION. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ALL PLANTS LOST DUE TO INADEQUATE DRAINAGE CONDITIONS THAT MAY BE DETERMINED POST INSTALLATION BY THE LANDSCAPE ARCHITECT / OWNER.

13. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY PRIOR TO PLANTING.

14. BALLED AND BURLAPPED MATERIAL SHALL HAVE THE TOP ONE HALF (1/2) OF THE BURLAP AROUND THE BASE OF THE TRUNK CUT AND PULLED BACK. DO NOT REMOVE BURLAP. WIRE CAGES, STRAPS, ETC. MUST BE CUT AND REMOVED PRIOR TO INSTALLATION.

15. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN FIVE (5) BUSINESS DAYS OF NOTICE OF REJECTION.

16. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANTS LIST, GENERAL NOTES, PLANS AND THE PLANTING SPECIFICATIONS FOR COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.

17. FERTILIZATION:

    PALMS:
    13-3-13 PLUS MINOR ELEMENTS - SLOW RELEASE
    1/2 LB FERTILIZER PER 1/2 INCH CALIPER

    SHRUBS AND GROUNDCOVERS:
    8-10-10 PLUS MINOR ELEMENTS - SLOW RELEASE
    1/2 LB FERTILIZER PER 100 FT2

    TREES:
    8-6-8 PLUS MINOR ELEMENTS - SLOW RELEASE
    1/2 LB FERTILIZER PER 1/2 INCH CALIPER

    TURF:
    16-4-8 PLUS MINOR ELEMENTS - SLOW RELEASE
    1 LB FERTILIZER PER 1000 FT2

    NOTE:
    THE COST FOR LANDSCAPE FERTILIZER AS DESCRIBED ABOVE SHALL BE INCLUDED IN THE PER PLANT PRICE PROVIDED TO THE GENERAL CONTRACTOR / OWNER FOR CONTRACT BID AND MONTHLY DRAW PAY ITEMS.

18. SOIL PREPARATION AND SOIL MIX:

    a. APPLY ROUNDUP (MANUFACTURED BY MONSANTO CORP.) OR APPROVED HERBICIDE EQUAL ACCORDING TO MANUFACTURER'S RATE AND SPECIFICATION WITHIN LIMITS OF ALL AREAS TO BE PLANTED. PROTECT EXISTING PLANTS TO REMAIN FROM OVER-SPRAY OR SPRAY WITHIN ROOT ZONE. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION.

    b. BEFORE REPLACING TOPSOIL, RAKE SUBSOIL SURFACE CLEAR OF STONES (1 INCH DIAMETER AND LARGER), DEBRIS, RUBBISH, AND REMAINING FROM REMOVED PLANT MATERIAL. ALL SOIL LINE AND GRADE TO MEET CIVIL ENGINEER GRADING PLANS.

    c. SCARIFY SUBSOIL TO A DEPTH OF 3 INCHES THEN APPLY "RONSTAR" OR APPROVED PRE-EMERGENT HERBICIDE IN ACCORDANCE WITH MANUFACTURER'S RATE AND SPECIFICATIONS. FOLLOW MANUFACTURER'S RECOMMENDED WAITING PERIOD PRIOR TO NEW LANDSCAPE INSTALLATION.

    d. PLANTING SOIL MIX FOR TREES, SHRUBS, AND GROUNDCOVERS SHALL CONSIST OF A THOROUGHLY BLENDED MIXTURE OF:

    ROYAL PALMS:
    60% CLEAN D.O.T. SAND
    40% APPROVED TOPSOIL / SOLID WASTE COMPOST

    TREES / ALL OTHER PALMS:
    90% CLEAN D.O.T. SAND
    10% APPROVED TOPSOIL / SOLID WASTE COMPOST

    SHRUBS, AND GROUND COVERS:
    70% CLEAN D.O.T. SAND
    30% APPROVED TOPSOIL / SOLID WASTE COMPOST

    NOTE:
    CONTRACTOR TO SUBMIT 3RD PARTY LABORATORY SOIL TESTS OF THE SOIL MIXTURES LISTED ABOVE FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT. SOIL TEST TO IDENTIFY PH, MAJOR AND MINOR NUTRIENT MAKE-UPS, SOIL TEST RATINGS AND PROVIDE COMMENTS/ RECOMMENDATIONS OF THE LAB FOR ORNAMENTAL LANDSCAPE AMENDMENTS.

    e. COMPOST MIX SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH, SHALL BE FREE OF NEMATODES, SHALL BE OF UNIFORM QUALITY AND SHALL HAVE A PH VALUE BETWEEN 5.3 AND 6.5 (AS DETERMINED IN ACCORDANCE WITH ASTM E70). FLORIDA PEAT SHALL BE STERILIZED TO MAKE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS.

    f. TOPSOIL SHALL BE NATURAL, FERTILE, AGRICULTURAL SOIL CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL BE OF UNIFORM COMPOSITION THROUGHOUT, WITH ADMIXTURE OF SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS, AND OTHER EXTRANEOUS MATTER. SPREAD TOPSOIL MIXTURE TO MINIMUM DEPTH OF THREE (3) INCHES THROUGHOUT ALL SOD AREAS AND SIX (6) INCHES IN ALL SHRUB AND GROUNDCOVER BEDS. REMOVE ALL ROCKS AND OTHER OBJECTS OVER ONE (1) INCH IN DIAMETER.

    g. SMOOTH ALL PREPARED TOPSOIL TO FOUR (4) INCHES BELOW TOP OF SURROUNDING PAVEMENT EDGES. FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ASSURING POSITIVE DRAINAGE AWAY FROM THE STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER MEETING LINE AND GRADE AS SHOWN ON THE CIVIL ENGINEERS PLANS.

    h. SMOOTH TOPSOIL MIXTURE TO FOUR (4) INCHES BELOW GRADE IN AREAS TO BE SODDED.

    i. TOPSOIL SHALL NOT BE EXTREMELY ACIDIC OR ALKALINE, NOR CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. THE PH SHALL BE IN THE RANGE OF 5.5 TO 6.5. IF NECESSARY, THE CONTRACTOR SHALL APPLY THE APPROPRIATE SOIL AMENDMENTS ADJUSTING SOIL PH TO ASSURE A PH RANGE OF 5.5 TO 6.5.

20. GUYING / STAKING PRACTICES SHALL NOT PERMIT NAILS, SCREWS, WIRES ETC., TO PENETRATE OUTER SURFACE OF TREE OR PALM. TREES OR PALMS REJECTED DUE TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

21. CONTRACTOR SHALL MULCH ALL PLANT MATERIAL THROUGHOUT AND COMPLETELY TO A THREE (3) INCH DEPTH WITH CLEAN, WEED FREE MELALEUCA MULCH IN DARK BROWN COLOR UNLESS OTHERWISE SPECIFIED (WWW.GOMULCH.COM - "FLORIMULCH BROWN" OR APPROVED EQUAL; SAMPLES REQUIRED FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT AND/OR INSTALLATION). 3" DEPTH BLACK RIVER JACKS REQUIRED IN ARRIVAL AREA BEDS AND ORCHID GARDEN.

22. INSTALLATION PERIOD : THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING IN FULL, ALL PLANTING AREAS (INCLUDING WATERING, SPRAYING, MULCHING, MOWING, FERTILIZING, WEEDING, ETC.) UNTIL THE JOB IS ACCEPTED, IN FULL, AT THE END OF THE INSTALLATION PHASE BY THE OWNER AND LANDSCAPE ARCHITECT. CONTRACTOR SHALL REQUEST INSPECTION OF PROJECT IN WRITING AT END OF INSTALLATION PERIOD. LANDSCAPE ARCHITECT AND OWNER ACCEPTANCE SHALL BEGIN THE ESTABLISHMENT PERIOD. THE ENTIRE PROJECT WILL BE ACCEPTED AT ONE TIME AND WILL NOT BE ACCEPTED BY AREAS OR PHASED PARTS.

23. ESTABLISHMENT PERIOD : CONTRACTOR TO GUARANTEE, MAINTAIN, AND WATER PLANT MATERIAL FOR A NINETY (90) DAY ESTABLISHMENT PERIOD FOLLOWING DATE OF INSTALLATION PERIOD COMPLETION. CONTRACTOR SHALL REQUEST INSPECTION OF PROJECT IN WRITING AFTER NINETY (90) DAY ESTABLISHMENT PERIOD. LANDSCAPE ARCHITECT AND OWNER ACCEPTANCE SHALL BEGIN THE GUARANTEE PERIOD.

24. GUARANTEE PERIOD : IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT DOCUMENTS, THEN THE OWNER AND LANDSCAPE ARCHITECT SHALL DECLARE SUBSTANTIAL COMPLETION IN WRITING UPON WRITTEN REQUEST OF THE CONTRACTOR OF ACCEPTANCE OF THE WORKS AT THE END OF ESTABLISHMENT. ACKNOWLEDGMENT OF SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE ONE (1) YEAR GUARANTEE PERIOD.

25. ALL PLANT MATERIAL SHALL BE OF FLORIDA NO. 1 OR BETTER QUALITY AT TIME OF INSTALLATION AND SHALL BE MAINTAINED IN THIS SAME CONDITION UNTIL COMPLETION OF THE GUARANTEE PERIOD. DECLINE IN CONDITION OF PLANT MATERIAL DURING ANY PERIOD (INSTALLATION, ESTABLISHMENT, GUARANTEE) SHALL BE GROUNDS FOR REJECTION AND REPLACEMENT AS DETERMINED BY THE LANDSCAPE ARCHITECT AND OWNER AT THE CONTRACTOR'S EXPENSE.

26. REMOVAL OF ALL STAKING AND GUYING OF TREES AND PALMS AFTER GUARANTEE PERIOD SHALL BE THE RESPONSIBILITY OF THE OWNER UNLESS OTHERWISE AGREED UPON WITH THE CONTRACTOR IN WRITING.

27. IRRIGATION NOTES AND MINIMUM REQUIREMENTS:

    a. A FULLY AUTOMATIC IRRIGATION SYSTEM WITH A CONTROLLER AND APPLICABLE MOISTURE (RAIN) SENSOR LOCATED TO RECEIVE DIRECT RAINFALL SHALL BE PROVIDED. PROPOSED IRRIGATION SYSTEM TO BE RETROFIT AS ADDITIVE TO EXISTING LAYOUT, SUPPLY, ETC. AS APPLICABLE.
    b. ALL PLANTINGS SHALL HAVE 100% FULL COVERAGE WITH IRRIGATION. PROVIDE ONE BUBBLER PER TREE/ PALM AND DRIP OR SPRAY MECHANISMS FOR SHRUBS, GROUNDCOVER AND GRASSES/TURF - SEE IRRIGATION PLANS FOR DETAILED LAYOUT REQUIREMENTS.
    c. VALVE SIZING, DETAILING AND MAINLINE ROUTING MAY BE ADJUSTED BY THE LANDSCAPE ARCHITECT TO ACCOMMODATE THE NEEDS OF THE LANDSCAPE DESIGN IN THE FIELD.
    d. LANDSCAPE ARCHITECT MAY CHOOSE TO USE DRIP, BUBBLERS, STREAM BUBBLER, OR SPRAY IRRIGATION IN SHRUB AREAS AS REQUIRED BY FIELD CONDITIONS.
    e. THE IRRIGATION SYSTEM WILL OPERATE WITH SEPARATE VALVE ZONES FOR TURF AREAS AND SHRUB PLANTING AREAS WHERE EFFICIENCY OF SEPARATION ALLOWS. THE CONTROLLER WILL BE SET TO OPERATE APPROPRIATE RUN TIMES FOR THE VARIOUS ZONES AND THEIR REQUIRED PRECIPITATION NEEDS IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES FOR IRRIGATION OF FLORIDA LANDSCAPES.
    f. THE IRRIGATION SYSTEM WILL BE INSTALLED TO MINIMIZE THE APPLICATION OF WATER TO IMPERVIOUS AREAS, ADJACENT PROPERTIES, AND EXISTING VEGETATION.
    g. IRRIGATION SHALL BE INSTALLED TO MEET OR EXCEED APPENDIX F - "PROPOSED CONSTRUCTION BUILDING CODES FOR TURF AND LANDSCAPE IRRIGATIONS SYSTEMS" OF THE FLORIDA BUILDING CODE, PLUMBING (LATEST EDITION), AND IN ACCORDANCE WITH ASTM D2855.

CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION

SCALE: N/A
DATE: AUGUST 6, 2018
PIN: 215614120

LANDSCAPE INSTALLATION and MAINTENANCE GENERAL NOTES

LP000

CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

Construction Plans
For Construction Pricing Only

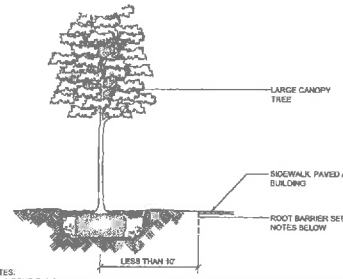
REV	DATE	DESCRIPTION

NORTH GRAPHIC SCALE 0 10 20 40'

SCALE:	1" = 20'
DATE:	AUGUST 8, 2018
PIN:	215814120

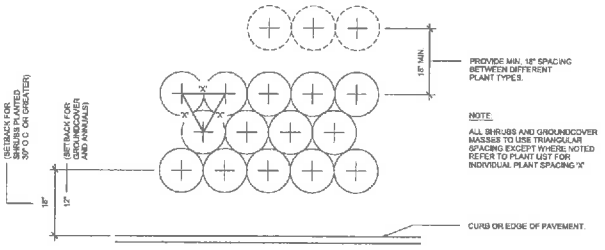
PLANTING PLAN

LP101



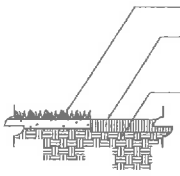
NOTES:
1. A SOLID PANEL 48" DEPTH ROOT BARRIER DEVICE SHALL BE EMPLOYED WITHIN A 20.0' RADIUS OF A TREE WHEN TREES ARE WITHIN 10.0' OF ADJACENT HARDSCAPE SURFACES AND SHALL RUN PARALLEL WITH PAVED AREA OR BUILDING TO A DISTANCE 20.0' OUT EITHER DIRECTION FROM TRUNK.
2. USE UB48-2 POLYETHYLENE SOLID PANEL ROOT BARRIER BY DEEPROOT OR APPROVED EQUAL.
3. ROOT BARRIERS SHALL BE 48" DEPTH AND SHALL EXTEND UP TO FINISHED GRADE.
4. NO TREES ARE TO BE PLANTED WITHIN 5 FEET OF EXISTING OR PROPOSED UNDERGROUND UTILITIES. WHERE A CONFLICT EXISTS, NOTIFY THE LANDSCAPE ARCHITECT FOR RESOLUTION PRIOR TO CONTINUED INSTALLATION.
5. USE PHYSICAL ROOT BARRIER WHEN TREES ARE WITHIN 10 FEET OF UNDERGROUND UTILITIES. ROOT BARRIER TO BE NO CLOSER THAN 5 FEET TO UNDERGROUND UTILITY PIPES.
6. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

Root Barrier
C1 SCALE: 1" = 1'-0"

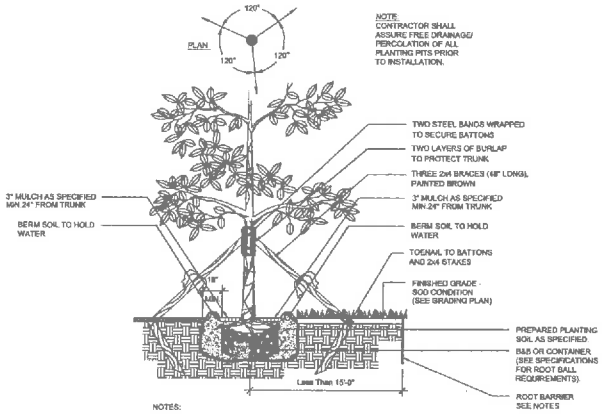


NOTE:
ALL SHRUBS AND GROUNDCOVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING 'X'

Typical Plant Spacing Diagram
B1 SCALE: 1" = 1'-0"

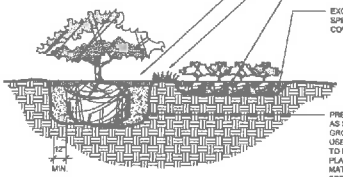


Mulch Application
A1 SCALE: 1" = 1'-0"



NOTES:
-ROOT BARRIERS ARE REQUIRED WHERE LARGE CANOPY TREES, SUCH AS LIVE OAKS, ARE WITHIN 10' OF A SIDEWALK, PAVED AREA, OR BUILDING, AND SHALL RUN PARALLEL WITH PAVED AREA OR BUILDING TO A DISTANCE 20' OUT EITHER DIRECTION FROM TRUNK.
-ROOT BARRIERS SHALL BE A MINIMUM OF 18"-24" DEEP AND SHALL EXTEND UP TO FINISHED GRADE.
-PRODUCT SPECIFICATION SHALL BE APPROVED BY LANDSCAPE ARCHITECT.
-ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

Large Tree
B4 SCALE: 1" = 1'-0"



Shrub and Groundcover
A4 SCALE: 1" = 1'-0"

CHARLIE ANTHONY PARK
PREPARED FOR.

Hillsborough County Government
309 Pierce St. Tampa, FL 33602

PREPARED BY:
Stantec
5604 Pioneer Park Blvd., Suite 300, Tampa, FL 33634-1204
www.stantec.com T 813 885-7678

PROJECT MANAGER: Kevin Morgan

"COPYRIGHT"
This Construction Plans Set is the property of the Hillsborough County Government. Any reproduction or use of this Construction Plans Set without written consent of the Hillsborough County Government is prohibited.

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		

SCALE: N/A
DATE: AUGUST 6, 2018
P/N: 215614120

LANDSCAPE DETAILS

LP501

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	SPR	NATIVE	REMARKS
	BS	1	Bursera simaruba	Gumbo Limbo	Field Grown / B&B	3" CAL	12' - 14'	6' SPR	NATIVE	
QV	QV	3	Quercus virginiana	Southern Live Oak	300 gal	5" CAL	18.0' HT	12.0' SPR	NATIVE	SINGLE STRAIGHT TRUNK, 6.0' CLEAR TRUNK, FULL.

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	SPR	NATIVE	SPACING	REMARKS
	CHR	9	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3 gal	24" HT			48" o.c.	FULL

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	SPR	NATIVE	SPACING	REMARKS
	CAN	61	Canna x generalis 'Emerald Beauty'	Emerald Beauty Dwarf Canna	3 gal	18" HT	18" SPR	NON-NATIVE	30" o.c.	FULL
	CRT	87	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3 gal	30" HT	24" SPR	NON-NATIVE	36" o.c.	
	CLU	32	Clusia guttifera	Small-leaf Clusia	7 gal	42" HT		NON-NATIVE	36" o.c.	FULL
	SPR	40	Spartina bakeri	Sand Cord Grass	3 gal	24" HT		NATIVE	36" o.c.	

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	NATIVE	SPACING	REMARKS
	ZAT	71	Zantedeschia rehmannii 'Blueberry'	Blueberry Calla Lily	3 gal	18" HT	NON-NATIVE	36" o.c.	
	MULCH	2,664 sf	Mulch	Mulch	Mulch	3" Depth			CITY OF NAPLES STANDARD MULCH
	SOD	11,122 sf	Stenotaphrum secundatum 'Floratam'	Floratam St. Augustine Sod	SOLID SOD				

CHARLIE ANTHONY PARK

PREPARED FOR.

Commander Services Corporation
2400 Brussels Circle
Naples, Florida 34109

PREPARED BY.

Stantec

1600 Pelican Bay Blvd. Suite 300, Naples, FL 34108 USA
www.stantec.com +1 239-643-1004

PROJECT MANAGER: Kevin Mangan

"As Instructed"

The Contractor shall verify and be responsible for all dimensions. DO NOT scale this drawing - any errors or omissions shall be reported to Stantec without delay. The Consultant is at all times and stages not the prime or sole Responsible, or any for any purpose other than that authorized by Stantec's location.

These drawings and related information provided for which, Stantec is not the prime or sole responsible, or any other use of information and shall not be responsible for any errors or omissions which may be incorporated herein, or a result.

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		

SCALE: N/A
DATE: AUGUST 8, 2018
PIN: 215614120

PLANT MATERIAL SCHEDULE AND SPECIFICATIONS

LP601

CHARLIE ANTHONY PARK

PREPARED FOR:

PREPARED BY:

Stantec

PROJECT MANAGER: Kevin Mangan

"ATTENTION"

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		
A		

NORTH GRAPHIC SCALE 0 10 20 40

SCALE:	1" = 20'
DATE:	AUGUST 8, 2018
PIN:	215814120

IRRIGATION PLAN

LI101

GENERAL NOTES

1) IRRIGATION SYSTEM TO BE INSTALLED PER THE FLORIDA BUILDING CODE APPENDIX F PLUMBING, PROPOSED CONSTRUCTION BUILDING CODES FOR TURF AND LANDSCAPE IRRIGATION SYSTEMS.
2) IRRIGATION SYSTEM TO BE INSTALLED PER ALL APPLICABLE CODES, LAWS AND ORDINANCES, TYPICAL.
3) INSTALL MAINLINE PIPE WITH A MINIMUM DEPTH OF 18" OF COVER IN NON-VEHICULAR AREAS AND WITHIN SLEEVES AT A MINIMUM DEPTH OF 24" OF COVER UNDER VEHICULAR AREAS. ALL LATERAL PIPING SHALL BE BURIED TO A MINIMUM DEPTH OF 12" OF COVER. NOTE THESE ARE MINIMUM REQUIREMENTS THAT APPLY TO PIPE 3" AND LESS IN SIZE. PER FLORIDA BUILDING CODE APPENDIX F, IN WHICH REFERENCED SOIL CONSERVATION SERVICE CODE 430-DD, WHERE THE CODE REQUIREMENTS EXCEED THESE REQUIREMENTS SCS CODE 430-DD AND THE FLORIDA BUILDING CODE APPENDIX F SHALL TAKE PRECEDENCE.
4) ALL SOLVENT WELD JOINTS TO BE MADE IN COMPLIANCE WITH ASTM D2855.
5) STAKE ROUTE OF PROPOSED MAINLINE AND LOCATIONS OF PROPOSED TREES AND PALMS FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. REFER TO THE LANDSCAPE PLANS AND STAKED TREES AND PALMS WHEN TRENCHING TO AVOID PROPOSED TREE AND PALM LOCATIONS.
6) ALL POP-UP SPRAY HEADS SHALL BE INSTALLED USING AN 18" PVC FLEX PIPE OR SWING JOINT CONNECTION. ALL ROTOR HEADS SHALL BE INSTALLED USING SWING JOINTS. CONTRACTOR SHALL NOT USE FUNNY PIPE.
7) PIPE SIZES SHALL CONFORM TO THOSE SHOWN ON THE DRAWINGS. THE SMALLEST LATERAL PIPE SIZE TO A SINGLE SPRAY OR ROTOR HEAD SHALL BE 3/4".
8) ALL RISERS SHALL BE STAKED WITH A 1" WOOD DOWEL AND SECURED WITH UV RESISTANT PLASTIC CABLE TIES. RISERS AND DOWEL SHALL BE PAINTED FLAT BLACK.
9) ALL REMOTE CONTROL VALVES, GATE VALVES AND QUICK COUPLERS SHALL BE INSTALLED IN VALVE BOXES.
10) ALL RISERS SHALL BE INSTALLED 12" FROM ANY WALL AND A MINIMUM OF 36" FROM ANY SIDEWALK, PATIO OR ROAD.
11) THE EXACT HEIGHT OF ANY 12" POP-UP THAT IS SHOWN IN A SHRUB BED SHALL BE DETERMINED BY THE LANDSCAPE ARCHITECT IN THE FIELD.
12) CONTROL WIRE SHALL BE 14-1 UF DIRECT BURIAL, COLORED RED FOR CONTROL WIRES AND WHITE FOR COMMON WIRES. NO CROSS CONNECTION BETWEEN CONTROLLERS SHALL BE ALLOWED. WIRE SPLICES SHALL BE MADE ONLY IN VALVE BOXES USING RAINBIRD "SNAP-TITE" CONNECTORS.
13) ANY PIPING OR VALVES SHOWN OUTSIDE THE PROPERTY LINE OR OUTSIDE OF A LANDSCAPE AREA ARE SHOWN THERE FOR DESIGN CLARITY ONLY. ALL PIPING AND VALVES SHALL BE INSTALLED ON THE PROPERTY AND WITHIN LANDSCAPE AREAS.
14) IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH AND EXERCISE CARE SO AS TO NOT DAMAGE ANY EXISTING SERVICES, WALLS, STRUCTURES, PLANT MATERIALS AND UTILITIES. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE REPAIR OR REPLACEMENT OF ALL ITEMS DAMAGED BY HIS WORK. HE SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS FOR THE LOCATION AND INSTALLATION OF SLEEVES AND PIPING THROUGH WALLS, UNDER ROADWAYS AND PAVING, ETC.
15) WHEN TRENCHING OR DIGGING WITHIN THE DRIP LINE / ROOT PLATE OF A TREE, ROOTS EQUAL TO OR GREATER THAN 3/4" MUST BE PRUNED. IN THE EVENT THAT ROOT PRUNING SHOULD BE REQUIRED, IT SHOULD BE DONE UNDER THE SUPERVISION OF AN ISA CERTIFIED ARBORIST AND MEET OR EXCEED ANSI A300 AND BEST MANAGEMENT PRACTICES IN COMPLIANCE WITH ALL APPLICABLE CODE LAWS AND ORDINANCES.
16) FINAL LOCATION OF THE AUTOMATIC CONTROLLER(S) SHALL BE APPROVED BY THE OWNER.
17) DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS.
18) ELECTRICAL SERVICE TO ALL EQUIPMENT SHALL BE PROVIDED TO A JUNCTION BOX AT THE EQUIPMENT LOCATION (BY OTHERS, NOT A PART OF THIS CONTRACT).
19) THE IRRIGATION CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS AND VALVES TO PROVIDE OPTIMUM COVERAGE WITH MINIMAL OVERSPRAY ONTO WALKS, STREETS, WALLS, ETC. IN ORDER TO ACCOMPLISH THIS, THE CONTRACTOR MAY SUBSTITUTE VARIABLE ARC NOZZLES IN PLACE OF THE SPECIFIED FIXED ARC NOZZLES WHERE NECESSARY. PRESSURE COMPENSATING SCREENS MAY ALSO BE USED TO REDUCE SPRAY DISTANCE.
20) ALL SPRINKLER EQUIPMENT NOT OTHERWISE DETAILED OR SPECIFIED SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS.
21) THE CONTRACTOR SHALL PREPARE AN AS-BUILT DRAWING ON A REPRODUCIBLE MYLAR SHOWING ALL IRRIGATION INSTALLATION. A MYLAR OF THE ORIGINAL PLAN MAY BE OBTAINED FROM THE LANDSCAPE ARCHITECT FOR A FEE. THE AS-BUILT DRAWING SHALL LOCATE ALL MAINLINE AND VALVES BY SHOWING EXACT MEASUREMENTS FROM HARD SURFACES.
22) ALL WORK SHALL BE GUARANTEED FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE AGAINST ALL DEFECTS IN EQUIPMENT AND WORKMANSHIP.
23) SLEEVES SHALL BE PLACED UNDER PAVEMENT AS SHOWN ON PLANS AND SHALL BE A MINIMUM OF 2X THE SIZE OF THE IRRIGATION PIPE.
24) RAIN SWITCH SHALL BE PLACED ON A STATIONARY STRUCTURE, WITH A MINIMUM CLEARANCE OF FIVE FEET (5') FROM EQUIPMENT, FREE OF OVERHEAD OBSTRUCTIONS AND ABOVE THE HEIGHT OF SPRINKLER COVERAGE.
25) ALL SPRAY HEADS IN THE ROW ZONE SHALL BE EITHER 6" OR 12" POP-UP AS INDICATED ON THE PLANS.
26) CONTRACTOR SHALL PERFORM PRESSURE AND VOLUME TEST ON IRRIGATION WATER SOURCE OVER A CONTINUOUS 24 HOUR PERIOD PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION WORK. SHOULD THE AVAILABLE SUPPLY NOT BE ADEQUATE TO MEET THE DEMANDS OF THE IRRIGATION SYSTEM AS DESIGNED THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION FOR DESIGN MODIFICATIONS.
27) IN THE EVENT THAT A WELL IS USED AS THE WATER SOURCE FOR THE IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING WATER SAMPLES FROM THE WELL. AT THE LANDSCAPE CONTRACTOR'S EXPENSE, HE SHALL HAVE A CERTIFIED LAB ANALYZE THE WATER QUALITY. THE LANDSCAPE CONTRACTOR SHALL REPORT TO THE LANDSCAPE ARCHITECT OR OWNER'S PROJECT MANAGER, ANY POTENTIAL ISSUES THAT MAY AFFECT THE HEALTH OF THE PLANT MATERIAL OR POTENTIAL STAINING TO SIDEWALKS AND BUILDINGS. REPORTING SHALL OCCUR BEFORE THE SYSTEM IS IN OPERATION. FAILURE TO REPORT SHALL PLACE LIABILITY ON THE LANDSCAPE CONTRACTOR.

DRIP IRRIGATION NOTES

1 NOTE: INSTALL RAINBIRD DRIPLINE USING RAINBIRD EASY FIT COMPRESSION FITTINGS.
2 NOTE: INSTALL A RAINBIRD MDCFCAP EASY FIT FLUSH CAP AT THE END OF ALL LATERAL RUNS.
3 NOTE: INSTALL A GATE VALVE AFTER EACH LOW VOLUME CONTROL VALVE.
4 NOTE: ALL VALVES, PIPES AND HEADS TO BE PLACED WITHIN LANDSCAPE AREAS WHEN EVER POSSIBLE. UNLESS CROSSING FROM ONE LANDSCAPE AREA TO ANOTHER PIPE AND EQUIPMENT IS SHOWN IN PAVED AREAS FOR CLARITY ONLY.
5 NOTE: DRIP TUBING LAYOUT IS SCHEMATIC. LAYOUT ALL AREAS TO HAVE DRIP IRRIGATION PER ALL MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS.
6 DO NOT EXCEED MAXIMUM LATERAL LENGTH OF TUBING PER MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS BASED ON THE AVAILABLE PRESSURE.
7 NOTE: FLOWS INDICATED FOR VALVES ARE ESTIMATED BASED UPON THE DRAWINGS. ACTUAL FLOW MAY VARY. AT NO TIME SHOULD THE FLOW WITHIN THE PVC LATERALS EXCEED 5 FEET PER SECOND.
8 NOTE: INSTALL RAINBIRD XFD OPERATION INDICATOR ON EACH ZONE, PER ALL MANUFACTURERS RECOMMENDATIONS AND SPECIFICATIONS.

SYSTEM PERFORMANCE NOTES

1) IRRIGATION SYSTEM AS SHOWN IS DESIGNED TO OPERATE OFF RECLAIMED WATER MAIN PROVIDING A MINIMUM FLOW OF 88 GPM AND A MINIMUM PRESSURE OF 60 PSI AT THE POINT OF CONNECTION.

CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION IF AVAILABLE FLOW AND PRESSURE DEVIATES FROM MORE THAN 8%, AND WILL AFFECT PERFORMANCE OF SYSTEM.

MINIMUM PRESSURE REQUIREMENTS-60 PSI AT POINT OF CONNECTION
30 PSI AT BASE OF 1800 SPRAY HEADS
45 PSI AT BASE OF ROTARY HEADS
45 PSI AT BASE OF ROTOR HEADS
45 PSI AT DRIP VALVES

2) HEAD LAYOUT BASED ON BASE INFORMATION PROVIDED. HEADS SHALL BE ADJUSTED TO ACCOMMODATE FIELD VARIATIONS WHILE MAINTAINING 100% HEAD TO HEAD COVERAGE AND MINIMIZING OVERSPRAY ONTO PAVED AREAS AND BUILDINGS.

3) LATERAL PIPE SHALL BE SIZED SO THAT WATER VELOCITY DOES NOT EXCEED 5 FEET PER SECOND. MAXIMUM GPM PER PIPE SIZE AS FOLLOWS:

3/4" PIPE	8 GPM
1" PIPE	12 GPM
1 1/2" PIPE	28 GPM
2" PIPE	45 GPM
2 1/2" PIPE	62 GPM
3" PIPE	100 GPM

1/2" PIPE SHALL NOT BE USED FOR LATERAL PIPE EXCEPT FOR SHRUB RISERS.

4) ALL ROTORS TO BE INSTALLED ON SWING JOINTS, PER MANUFACTURES SPECIFICATIONS AND RECOMMENDATIONS. ROTORS SHALL NOT BE INSTALLED ON FLEX PIPE.

VALVE CHART

VALVE NUMBER	TYPE	SIZE	GPM
1	SOD / SPRAY	1"	24.48
2	SHRUB / SPRAY	1" (1-1/2")*	39.93
3	TREE / BUBBLER	1"	9.00
4	SOD / ROTARY	1"	33.71
5	SOD / SPRAY	1"	39.73
6	SHRUB / SPRAY	1"	29.30

* NOTE: IF ADDITIONAL HEADS ARE ADDED TO ZONE 2 PER NOTE SHRUB ZONE NOTE ACROSS THE STREET, INCREASE THE SIZE TO 1-1/2"

LEGEND

- RAINBIRD 1812-SAM-PRS SERIES 12" POP-UP SPRAY HEAD WITH HE-VAN (30 PSI) OR ROTARY NOZZLE (45 PSI) AND NON-POTABLE TOP
- RAINBIRD 1806-SAM-PRS SERIES 6" POP-UP SPRAY HEAD WITH HE-VAN (30 PSI) OR ROTARY NOZZLE (45 PSI) AND NON-POTABLE TOP
- RAINBIRD 1401 BUBBLER OR IF EXISTING BUBBLER ZONE IS AVAILABLE, FIELD VERIFY EXISTING BUBBLERS NOZZLE, TYPE AND NUMBER PER TREE PRIOR TO CONSTRUCTION. INSTALL NEW BUBBLERS TO MATCHING EXISTING PRECIPITATION RATE, TYPE AND NUMBER PER TREE. NOTE: ADDITIONAL BUBBLERS MAY BE REQUIRED BEYOND THOSE SHOWN ON THE PLAN TO MEET THIS REQUIREMENT.
- RAINBIRD 5006-PL-PRS-SAM-NP SERIES ROTOR WITH MPR NOZZLE, 45 PSI AND NON-POTABLE TOP
- RAINBIRD PESB SERIES ELECTRIC VALVE. SIZE AS SHOWN ON THE PLAN. INSTALL VALVE IN RAINBIRD VB SERIES VALVE BOX WITH LAVENDER COLOR COVER INDICATING NON-POTABLE WATER.
- 3-1/2" TO 3" EXISTING PVC MAINLINE. FIELD VERIFY SIZE AND LOCATION PRIOR TO CONSTRUCTION
- CLASS 200 PVC LAVENDER COLOR LATERAL LINE. SIZE AS SHOWN UNTIL A SMALLER SIZE IS SHOWN (3/4" MIN.)
- SCHEDULE 40 PVC SLEEVE, SIZE 2 TIMES THAT OF PIPE SIZE SHOWN.
- GATE / ISOLATION VALVE
- © EXISTING CONTROLLER LOCATION. VERIFY CONTROLLER IS IN GOOD WORKING ORDER AND THE AVAILABILITY OF OPEN STATIONS PRIOR TO CONSTRUCTION. ENSURE OPERATING RAIN SWITCH IS PRESENT AND CONTROLLER MEETS ALL APPLICABLE CODES, LAWS AND ORDINANCES.

NOTE: SHOULD EXISTING CONTROLLER REQUIRE UPGRADES OR EXPANSION, NOTIFY OWNER AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

NOTE: IRRIGATION TO BE INSTALLED IN ACCORDANCE WITH ASTM E2984.

IRRIGATION VALVE KEY

ZONE ID	
SIZE	GPM

SPRAY NOZZLE CHART

LABEL	RAINBIRD MODEL ALL WITH SAM-PRS AND NON-POTABLE TOP	GPM AT 30 PSI	RADIUS
15F	1800-15F-HE-VAN	3.7	15'
15TQ	1800-15TQ-HE-VAN	2.78	15'
15H	1800-15H-HE-VAN	1.85	15'
15Q	1800-15Q-HE-VAN	0.93	15'
15EST	1800-15EST	0.61	4' x 15'
15SST	1800-15SST	1.2	4' x 30'
12F	1800-12F-HE-VAN	2.37	12'
12TQ	1800-12TQ-HE-VAN	1.58	12'
12H	1800-12H-HE-VAN	1.18	12'
12Q	1800-12Q-HE-VAN	0.59	12'
10F	1800-10F-HE-VAN	1.79	10'
10TQ	1800-10TQ-HE-VAN	1.34	10'
10H	1800-10H-HE-VAN	0.88	10'
10Q	1800-10Q-HE-VAN	0.45	10'
8F	1800-8F-HE-VAN	1.17	8'
8TQ	1800-8TQ-HE-VAN	0.88	8'
8H	1800-8H-HE-VAN	0.59	8'
8Q	1800-8Q-HE-VAN	0.29	8'
5F	1800-5F	0.41	5'
5H	1800-5H	0.2	5'
5T	1800-5T	0.13	5'
5Q	1800-5Q	0.1	5'
5V	1800-5V	0.1	5

ROTARY NOZZLE CHART

LABEL	RAINBIRD MODEL ALL WITH SAM-P45 AND NON-POTABLE TOP	GPM AT 45 PSI	RADIUS
R24F	R17-24 SERIES	3.87	24'
R24H	R17-24 SERIES	1.94	24'
R24Q	R17-24 SERIES	0.97	24'
R18F	R13-18 SERIES	1.96	18'
R18H	R13-18 SERIES	0.98	18'
R18Q	R13-18 SERIES	0.49	18'
RVAN	R-VAN-1724	Varies	24'

ROTOR NOZZLE CHART

LABEL	RAINBIRD MODEL ALL WITH PL-SAM-R AND NON-POTABLE TOP	GPM AT 45 PSI	RADIUS
35F	5000 MPR 35F	7.60	35'
35H	5000 MPR 35H	3.81	35'
35T	5000 MPR 35T	2.44	35'
[illegible]	[illegible]	[illegible]	30'
[illegible]	[illegible]	[illegible]	30'
[illegible]	[illegible]	[illegible]	30'
[illegible]	[illegible]	[illegible]	30'
30Q	5000 MPR 30Q	1.40	30'

CHARLIE ANTHONY PARK

PREPARED FOR:

Community Services Department
Bal Harbour Way
Naples, Florida 34102

PREPARED BY:

Stantec

5801 Pelican Bay Blvd. Suite 300, Naples, FL 34108 USA
www.stantec.com +1 239.649.4040

PROJECT MANAGER: Kevin Morrison

"ATTENTION"

The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

These drawings may include information provided by others. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result.

Construction Plans
For Construction Pricing Only

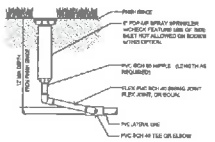
REV	DATE	DESCRIPTION

NORTH GRAPHIC SCALE 0 10 20 40'

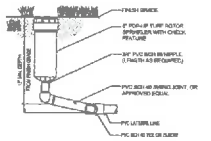
SCALE: 1" = 20'
DATE: AUGUST 8, 2018
PIN: 215614120

IRRIGATION DETAILS

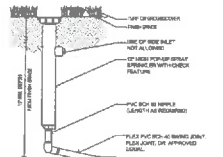
LI501



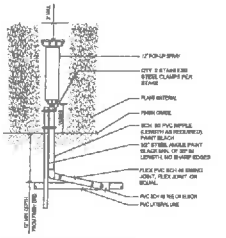
A 6" POP-UP SPRAY SPRINKLER SCALE: NTS



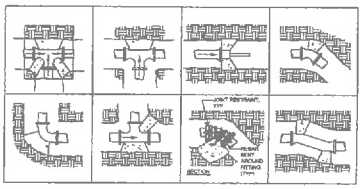
B POP-UP ROTOR SCALE: NTS



C 12" POP-UP SPRAY SPRINKLER SCALE: NTS

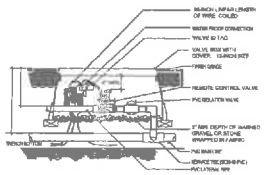


D SHRUB SPRINKLER ON RISER SCALE: NTS

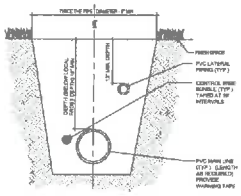


"THRUST" BLOCKS ARE TO BE CONSTRUCTED WITH 3,000 PSI CONCRETE AT 40 MPa. SIZES REPRESENTING 1000 kPa, SIZE REQ'D IF SURROUNDING SOIL HAS A BEARING VALUE OF LESS THAN 2,000 PSF. THRUST BLOCKS REQUIRED AT ALL FITTINGS AND DIRECTION CHANGES ON MAIN LINES. NOTE "THRUST" BLOCKS USAGE ON AS-BUILT DRAWINGS. ARROWS INDICATE PRIMARY DIRECTION OF FLOW.

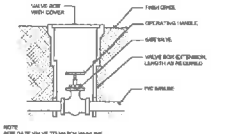
E THRUST BLOCK DETAIL SCALE: NTS



F REMOTE CONTROL VALVE SCALE: NTS

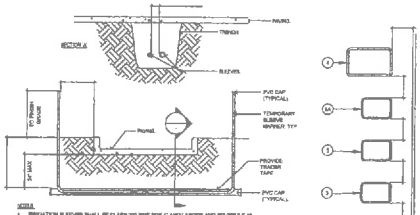


G TYPICAL TRENCH CROSS SECTION SCALE: NTS



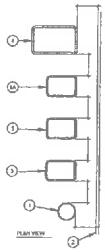
NOTE
SIZE GATE VALVE TO MATCH MAINLINE SIZE

H GATE VALVE DETAIL SCALE: NTS



NOTES
1. IRRIGATION SLEEVES SHALL BE CLASS 200 PIPE FOR 4" AND LARGER AND SCH 40 PVC FOR 3" AND SMALLER.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. WHERE THERE IS MORE THAN ONE SLEEVE, EXTEND THE SMALLER SLEEVE TO 24 INCHES MINIMUM ABOVE FINISH GRADE AND MARK ALL SLEEVE LOCATIONS. REMOVE EXTENSION WHEN SLEEVE IS UTILIZED.
4. MECHANically CAMP TO MPA PROCTOR.
5. SLEEVE SHALL BE TWO (2) TIMES DIAMETER OF NOMINAL SIZE OF PIPE WITHIN SLEEVE UP TO AND INCLUDING 4". FOR PIPE 6" AND LARGER, SLEEVE SHALL BE TWO PIPE SIZES LARGER.

I IRRIGATION SLEEVING DETAIL SCALE: NTS



LEGEND
1. 10" DIAMETER ROUND VALVE BOX BY ARMOR (QUICK COUPLER VALVE).
2. EDGE OF LAWN, WALK, FENCE, CURB, ETC.
3. STANDARD RECTANGULAR VALVE BOX BY ARMOR (ELECTRIC REMOTE CONTROL VALVE).
3A. 18" X 18" RECTANGULAR VALVE BOX BY CARSON (ELECTRICAL PULL BOX AND SPLICE BOX).
4. JUMBO RECTANGULAR VALVE BOX BRADY (BRAILLE'S VALVE AND GATE VALVE).

NOTES
A. CENTER VALVE BOX OVER VALVE TO FACILITATE REPAIRING OF VALVE.
B. SET VALVE BOXES 2" MAXIMUM ABOVE GRADE IN MULCH OTHER THAN GROUNDCOVER AND ABOVE AREAS - SET 1" ABOVE FINISH GRADE IN TURF AREAS.
C. SET VALVE BOX AND VALVE ASSEMBLY IN GROUNDCOVER/SHRUB AREA WHERE POSSIBLE. INSTALL IN TURF ONLY IF THERE IS NO ADJACENT GROUND COVER OR SHRUB BED.
D. SET VALVE BOXES PARALLEL TO CURB AND THEIR AND PERPENDICULAR TO EDGE.
E. AVOID HEAVY COMPACTION OF SOIL AROUND VALVE BOXES TO PREVENT THEIR UPROOTING/DISLODGING.

J VALVE BOX ALIGNMENT SCALE: NTS

CHARLIE ANTHONY PARK
PREPARED FOR:

Community Services Department
250 Roselle Street
Mesa, Florida 34102

PREPARED BY:
Stantec
3001 Fruitville Ring Drive - Suite 500, Tampa, FL, 33619 USA
www.stantec.com +1 813 335-2540

PROJECT MANAGER: Kevin Morgan

"CAUTION!!!"
The Contractor must verify and be responsible for all dimensions. DO NOT scale this drawing - any errors or omissions shall be reported to Stantec various design. The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is prohibited.

These drawings may include information provided by others. Stantec makes no representations or warranties regarding this information, and shall not be responsible or any legal or enforcement which may be incorporated into or used.

Construction Plans
For Construction Pricing Only

REV	DATE	DESCRIPTION
A		
A		
A		
A		
A		

NORTH GRAPHIC SCALE
0 10 20 40

SCALE: 1" = 20'
DATE: AUGUST 8, 2018
PIN 215814120

IRRIGATION DETAILS

LI502

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made part of this Agreement. The CITY has added to their Cost Schedule a (10%) CITY controlled Contingency at $9,409.29 to the issuance of this Agreement making the total amount of the Agreement at $103,502.18.

Retainage: (N/A) Not applicable to this Agreement.

END OF EXHIBIT B

CITY OF NAPLES ANTHONY PARK - SITE WORK

COST SCHEDULE

EROSION CONTROL & DEMOLITION

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	Project General Conditions	Allow	1	8,000	8,000
2	Mobilization	Allow	1	6,500	6,500
3	Tree protection	Allow	1	1,250	1,250
4	Clearing / Grubbing	AC	0.41	44,000	18,040
5	Removal of 6" Sewer Lateral	LS	1	1,250	1,250
6	Demolition & Removal of Pavement	SY	316	13	4,108
7	Erosion Control Fencing	LF	1,177	2.77	3,260.29
8	Security Fencing	LF	1,177	12.50	14,712.5
	SUB-TOTAL:				57,120.79
	Contractor Notations:				

SANITARY SEWER

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
9	6" PVC (SDR 26) 0'-6' cut	LF	40	45	1,800
10	6" PVC Sanitary Sewer Lateral	LF	40	45	1,800
11	6" PVC Cleanout	EA	2	500	1,000
12	Television Video Taping Gravity Lines	LF	40	55	2200
13	Tie-ins to existing gravity sewer	EA	1	750	750
	SUB-TOTAL:				7,550
	Contractor Notations:				

POTABLE WATER AND FIRE

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
14	1" Polytube	LF	40	50	2,000
15	Cap	EA	1	95	95.00
16	Connect to Existing	EA	1	500	500
	SUB-TOTAL:				2,595

NOTE: POTABLE WATER AND FIRE IS UNDER JURISDICTION OF THE CITY OF NAPLES AND IS NOT APPLICABLE FOR ESTIMATING COLLIER COUNTY REVIEW INSPECTION FEES.

Contractor Notations:

STORM DRAINAGE

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
17	Yard Drain	EA	1	550	550
18	12" PVC	LF	94	24	2,256
19	12" MES	EA	3	700	2,100
	SUB-TOTAL:				4,906
	Contractor Notations:				

PAVING & GRADING

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
20	1.5" Type S-III Asphalt	SY	310	31.61	9,799.1
21	8" Lime Rock, Primed and Compacted to 98%	SY	363	15.50	5,626.5
22	12" Stabilized Subgrade (LBR 40)	SY	363	4.50	1,633.5
23	Brick Pavers	SF	374	13	4,862
	SUB-TOTAL:				21,921.1
	Contractor Notations:				

CITY OF NAPLES ANTHONY PARK - SITE WORK

COST SCHEDULE / SUMMARY

	Construction Costs by Services				
24	EROSION CONTROL & DEMOLITION SUB-TOTAL				57,120.79
25	SANITARY SEWER SUB-TOTAL				7550
26	POTABLE WATER AND FIRE SUB-TOTAL				2595
27	STORM DRAINAGE SUB-TOTAL				4906
28	PAVING AND GRADING SUB-TOTAL				21,921.1
			SUBTOTAL		
	TOTAL CONSTRUCTION COST				94,092.89
	Contractor Notations:				

Company Name: Heritage Utilities, LLC

EIN: 81-4803708

Email: Bill@heritageutilities.com

Name and Title of individual completing this schedule:

William Utsler — Owner

(Printed Name) — (Title)

X — 11/20/2018

(Signature) — (Date)

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than $1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate <u>and the following must also be stated on the certificate</u>. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
<u>No other format will be acceptable</u>.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **Owner of the Heritage Utilities, LLC** company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 28th day of December, 2018.

By: _____

EXHIBIT E

SUPPLEMENTAL CONDITIONS – HUD & DAVIS BACON

Supplemental Conditions are included in Attachment E-1 which is attached and made a part of this Agreement.

END OF EXHIBIT E

Legal Advertisement
Invitation to Bid

Notice is hereby given, that the City of Naples, FL will receive bids in response to Solicitation # 19-004 for the project known as CDBG Anthony Park Restroom Site Work. This solicitation is for landscape and site improvements at Anthony Park. Funding for this project is provided by the Collier County Division of Community and Human Services and the Department of Housing and Urban Development (HUD) using Community Development Block Grant (CDBG) funds. Federal Regulations during construction will be enforced, including Davis Bacon and Related Acts for wage rates.

All sealed bids must be received no later than November 20, 2018, 2:00 PM Naples local time. Bids will be publicly opened on November 20, 2018, 2:05 PM at the City of Naples Purchasing Division located at 735 8th Street South, Naples, Florida 34102. Specifications and proposal requirements can be obtained on-line at https://www.naplesgov.com/rfps or by contacting Naples Purchasing Office at 239-213-7100.

A non-mandatory pre-bid meeting will be held on October 30, 2018, at 10:00 AM Naples' local time; at the Project Site located at Anthony Park, 1500 5th Avenue – North, Naples 34102. Interested parties may call 239-213-7100 for more details and information.

Minority, female-owned and small businesses are encouraged to submit bids for this project. Licensed Contractors are encouraged to solicit bids from minority and female-owned subcontractors, efforts for such should be documented. A current listing of certified minority and female owned businesses can be found at:http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd It is the policy of the City of Naples, FL to provide Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action lows, directives and regulations of Federal, and State agencies. Collier County does not discriminate against any employee or applicants for employment on the basis of race, color, sex, national origin, religion, age, disability, pregnancy, veteran status, marital status, or any other characteristic protected by applicable law.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.1701u (section.) An award shall be based on the lowest responsive bid offer with preference given to qualified Section 3 Business Concerns in accordance with Collier County's Purchasing Department's "right to match" guidelines. Visit http://www.colliergov.net/index.aspx?page=7432 for additional information regarding registration as a Section 3 business.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the project throughout.

The City of Naples complies with the Fair Housing Act (42 U.S.C. 3600, *ET seq*) and County Fair Housing Ordinance 92-9.

Publicidad legal
Invitación a licitar

Se da aviso, que la Ciudad de Naples, FL recibirá ofertas en respuesta a la Solicitud ITB # 19-004 para el proyecto conocido como CDBG Anthony Park Restroom Site Work. Esta solicitud es para mejoras de jardines y trabajo de sitio en Anthony Park. El financiamiento para este proyecto es proporcionado por la División de Servicios Comunitarios y Humanos del Condado de Collier y el Departamento de Vivienda y Desarrollo Urbano (HUD) usando los fondos del Community Development Block Grant (CDBG). Los reglamentos federales durante la construcción serán aplicados, incluyendo Davis Bacon y Acciones Relacionadas para los salarios.

Todas las ofertas selladas deben ser recibidas a más tardar el 20 de Noviembre de 2018, a las 2:00 PM, hora local de Naples. Las ofertas se abrirán el 20 de Noviembre de 2018, a las 2:05 pm. En la División de Compras de la Ciudad de Naples ubicada en 735 Calle 8 Sur, Naples FL, 34102. Las especificaciones y requisitos de la propuesta se pueden obtener en línea en https://www.naplesgov.com/rfps o poniéndose en contacto con la Oficina de Compras de Naples al 239 -213-7100.

Una reunión no obligatoria previa a la licitación se celebrará el 30 de Octubre de 2018, a las 10:00 AM hora local de Naples; En el sitio del proyecto localizado en el parque de Anthony, 1500 5ta avenida - norte, Naples 34102. Las partes interesadas pueden llamar 239-213-7100 para más detalles e información.

Se alienta a las empresas minoritarias, de propiedad de mujeres y pequeñas empresas a que presenten ofertas para este proyecto. Se alienta a los contratistas con licencia a que soliciten ofertas de subcontratistas de propiedad de mujeres pertenecientes a minorías y mujeres, por lo que se deben documentar los esfuerzos para ello. Una lista actual de empresas mineras y femeninas certificadas se puede encontrar en: http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd. Es política de la Ciudad de Naples, FL, proveer Igualdad de Oportunidades de Empleo a todos los empleados y solicitantes de empleo de acuerdo con todos los mínimos, directivas y regulaciones aplicables de Igualdad de Oportunidades de Empleo / Acción Afirmativa de las agencias federales y estatales. El Condado de Collier no discrimina a ningún empleado o solicitante de empleo por raza, color, sexo, origen nacional, religión, edad, discapacidad, embarazo, estado de veterano, estado civil o cualquier otra característica protegida por la ley aplicable.

El trabajo que se realizará bajo este contrato está sujeto a los requisitos de la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de 1968, según enmendada, 12 USC1701u (sección). A la Sección 3 de Asuntos Comerciales calificados de acuerdo con las directrices del Departamento de Compras del Departamento de Compras del "Condado de Collier". Visite http://www.colliergov.net/index.aspx?page=7432 para obtener información adicional sobre el registro como un negocio de la Sección 3.

Todas las leyes aplicables, ordenanzas y las reglas y regulaciones de todas las autoridades que tengan jurisdicción sobre la construcción de este proyecto se aplicarán al proyecto en todo momento.

La Ciudad de Naples cumple con la Ley de Vivienda Justa (42 U.S.C. 3600, ET seq) y la Ordenanza de Vivienda Justa del Condado 92-9.

FEDERAL HOUSING AND URBAN DEVELOPMENT

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

☒	1.	Termination (Cause and Convenience)
☒	2.	Access to Records
☒	3.	Retention of Records
☐	4.	Remedies
☐	5.	Environmental Compliance (Clean Air Act and Clean Water Act)
☒	6.	Energy Efficiency
☒	7.	Equal Opportunity Provisions
☐	8.	Section 3
☒	9.	Conflict of Interest
☒	10.	Utilization of Minority and Women's Businesses
☐	11.	Federal Labor Standards Provisions (Davis Bacon, Copeland, and Contract Work Hours Act)
☐	12.	Guidance to Contractor for Compliance With Labor Standard Provisions
☐	13.	Lobbying Prohibition
☒	14.	Debarment
☐	15.	Historic Preservation
☒	16.	Record Keeping and Documentation
☐	17.	Grantee Recognition (Advertisement)
☒	18.	Copyright and Patent Rights
☒	19.	Religious Organizations
☒	20.	Procurement of Recovered Materials
☒	21.	State Provisions

1. TERMINIATION FOR CAUSE AND / OR CONVENIENCE

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
(2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1.(A) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

(1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
(2) any payment due to the contractor at the time of termination may be adjusted to cover any addit ional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. ACCESS TO RECORDS

The local government, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. RETENTION OF RECORDS

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. ENVIRONMENTAL COMPLIANCE

If this contract exceeds $ 150,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over $150,000.

6. ENERGY EFFICIENCY

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163) for the State in which the work under this contract is performed.

7. SPECIAL EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause
(Applicable to contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the Provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. **Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).** (Applicable to construction contracts/subcontracts exceeding $10,000.)

(a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

(b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are

as follows:

Female participation: 6.9% (statewide)

Minority participation: 17.1% Collier County

These goals are applicable to all Contractor's **construction** work (whether or not it is federally- assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.
The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

(c) The Contractor shall provide written notification to the County within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

Contact Information:
Collier County Government—CHS
3339 East Tamiami Trail E, STE 211
Naples, Florida 34112
Telephone 239-252-2273
Fax 239-252-2638

Section 3 Manager
Ms. Kristi Sonntag
Telephone: 239-252-2486
kristiSonntag@colliergov.net

http://www.colliergov.net/your-government/divisions-a-e/community-and-human-services

(d) As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

D. <u>41 CFR 60-4.3 Equal Opportunity Clauses</u>

(a). The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order

11246).

1. As used in these specifications:

A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
C. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.
D. "Minority" includes:
(I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
(II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central, or South American or other Spanish Culture or origin, regardless of race);
(III) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East,
Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
(IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not execuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7) (A) through (P). of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

(a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

(b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

(c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.(b) above.

(f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on- site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes

(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(q) become familiar with the HUD "Questions and Answers on Sexual Harassment under the Fair Housing Act." And request a copy from the County if needed.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7) (a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7) (a) through (p) of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and separate single goal for women have been established. The Contractor,

however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor s h a l l designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

E. Certification of Non-Segregated Facilities (Construction Contracts over $10,000)

The contractor does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, orotherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed

subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

F. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. Section 503 Handicapped (Contracts $2,500 or Over)

(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

I. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

(1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual

with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;

(2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or

(3) to reduce the wage rate of any employee in order to comply with this chapter.

J. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

(1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information. The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

(2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

8. "SECTION 3" TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the S ection 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in

violation of the regulations in 24 CFR part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

(6) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and
section 7(b) agree to comply with S ection 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

9. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

10. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

11. FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment

computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 215-0140.)

(iii) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the
meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

(b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant,

sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A(3)(b)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) (a) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship

and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(ii) Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

(7) Contract Termination. Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.

(9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.

(10) Certification of Eligibility.

(a) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C.1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

(11) Complaints, Proceedings or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act , which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

12. GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the

contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel
Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers
The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers
A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

13. LOBBY PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The contractor/vendor certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief;

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency," a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying."

The contractor/vendor shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

14. DEBARMENT
All grantees are required to verify that any/all persons, contractors, consultants, businesses, sub-recipients, etc. that are conducting business with the grantee, including any city/county or the grantee itself, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction or in any proposal submitted in connection with the covered transaction. Verification will be checked through the excluded parties system list at www.sam.gov.

15. HISTORIC PRESERVATION The Contractor shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and with all other environmental regulatory requirements. D. Historic Preservation: The contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic reservation Procedures for Protection of Historical Properties.

16. RECORD KEEPING AND DOCUMENTATION
The Recipient, its employees or agents, including all contractors, subcontractors or consultants to be paid from funds under this Agreement, shall allow access to its records at reasonable times to the Departments, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8am to 5pm local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

1. The Contractor shall maintain all records required by the grantor. 2. All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled, or completed by the Contractor for the purpose of this Agreements shall be made available to the County by the Contractor at any time upon request by the County or HUD. Upon completion of all work contemplated under this agreement copies of all documents and records relating to this agreement shall be surrendered to the County if requested. In any event the sub-recipient shall keep all documents for six (6) years after

the expiration of this agreement.

17. GRANTEE RECOGNITION
All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to the funding source. The Contractor will mount a temporary construction sign for projects funded by Housing Urban Development though Collier County Community and Housing Services. The design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The Construction sign shall comply with applicable County codes.

18. RIGHT AND PATENT RIGHTS
No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

19. RELIGIOUS OGANIZATIONS
CDBG funds may not be used for religious activities or provided to primarily religions organizations. Section 24 CFR 570.200(j) specifies the limitations on CDBG funds.

20. PROCUREMENT OF RECOVERED MATERIALS
Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use of products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

a) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or, b) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at: www.epa.gov/epawaste/conserve/tools/cpg/products/ Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

21. STATE PROVISIONS
Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Restrictions, Prohibits, Controls, and Labor Provisions: During the performance of this contract, the following provisions are to be included in each subcontract entered into pursuant to this contract:

a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b) In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public

entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c) An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the County.

d) Neither the County nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the County or the locality during tenure or for two (2) years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the County, the County, with prior approval of the Florida Department of Transportation, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The County shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Scrutinized Companies – Pursuant Section 215.473, F.S. the Local Sponsor subcontractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and/or Scrutinized Companies with Activities in Israel List (eff. 10.1.2016). Created Pursuant to Subsection 287.135(5), F.S., the subcontractor agrees the County may immediately terminate this Agreement for cause subcontractor is found to have submitted a false certification or if the subcontractor is placed on the Scrutinized Companies list during the term of the Agreement.

STATE AND FEDERAL STATUTES AND REGULATIONS

By signature of this Agreement, the contractor hereby certifies that it will comply with the following (as applicable) federal and state requirements:

1. Community Development Block Grant Disaster
2. Recovery Emergency Rule 9BER09-2; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et.seq.);
3. Florida Small a n d Minority Business Act, s. 288.702-288.714, F.S.;
4. Florida Coastal Zone Protection Act, s. 161.52- 161.58, F.S.;
5. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
6. Title I of the Housing and Community Development
7. Act of 1974, as amended
8. Treasury Circular 1075 regarding drawdown of CDBG funds.
9. Sections 290.0401-290.049, F.S.;
10. Rule Chapter 9B-43, Fla. Admin. Code.; 10. Department of Community Affairs Technical Memorandums;
11. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
12. Single Audit Act of 1984;
13. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
14. National Historic Preservation Act of 1966 (Public Law89-665) as amended and Protection of Historic Properties (24C.F.R. Part 800);
15. Preservation of Archaeological and Historical Data Act of 1966;
16. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
17. Reservoir Salvage Act;
18. Safe Drinking Water Act of 1974, as amended:
19. Endangered Species Act of 1958, as amended;
20. Executive Order 12898 - Environmental Justice
21. Executive Order 11988 and 24 C.F.R. Part 55 – Floodplain Management;
22. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et.seq.);
23. Executive Order 11990 -Protection of Wetlands;
24. Coastal Zone Management Act of 1968, as amended;
25. Wild and Scenic Rivers Act of 1968, as amended;
26. Clean Air Act of 1977;
27. HUD Environmental Standards (24 C.F.R. Part 58);
28. Farmland Protection Policy Act of 1981;
29. Clean Water Act of 1977;
30. Davis- Bacon Wage Rate Act;
31. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq;
32. Florida Statute 287.134, Discriminatory Vendors List
33. The Wildlife Coordination Act of 1958, as amended; Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968,42 U.S.C. 4151;
39. Executive Order 11296, relating to evaluation of flood hazards;
40. Executive Order 11288. relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.P.R. Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C., s.201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 Non discrimination;
46. Title VII of the Civil Rights Act of 1968 Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892- Fair Housing
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246- Nondiscrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1934; Hatch Act;
56. Title N Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);
57. OMB 2 CFR Part 200
58. Administrative Requirements for Grants, 24 C.F.R. Part 85; 59. Section 02 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12.

19-004 EXHIBIT D - Assurances and Certifications

GRANT CERTIFICATIONS AND ASSURANCES

THE FOLLOWING DOCUMENTS NEED TO BE RETURNED WITH SOLICIATION DOCUMENTS BY DEADLINE TO BE CONSIDERED RESPONSIVE

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
2. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transactions
3. Conflict of Interest
4. Anticipated DBE, M/WBE or VETERAN Participation Statement
5. Acknowledgement of Grant Terms and Conditions
6. Acknowledgement of Religious Organization Requirements 24 CFR 570.200(j)
7. Certification of Payments to Influence Federal Transactions
8. Bid Opportunity List
9. Certification Regarding Lobbying
10. Affidavit for and Certification for Claiming Status as a Section 3 Business
11. Wage Decision FL180245 building updated 8.31.2018

COLLIER COUNTY
Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

William Utsler	Anthony Park Site Work
Name	Project Name
Owner	19-004
Title	Project Number
Heritage Utilities, LLC	162552
Firm	Tax ID Number
566 Commercial Blvd.	060642625
Street Address	DUNS Number
Naples, Fl 34104	
City, State, Zip	

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

COLLIER COUNTY
Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

William Utsler	State
Name	Local Government
Owner	162552
Title	Tax ID Number
Heritage Utilities, LLC	060642625
Firm	DUNS Number
566 Commercial Blvd.	
Street Address	
Naples, Fl 34104	
City, State, Zip	
11/20/2018	
Date	

The undersigned Heritage Utilities, LLC (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

COLLIER COUNTY
Conflict of Interest Certification

Collier County Solicitation No.

I, William Utsler, hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

William Utsler	
Name	**Signature**
Owner	11/20/2018
Position	**Date**

Privacy Act Statement

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter. This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS (SDB) CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT:	
	DBE?	Y	N	CONSTRUCTION ?	Y N
	MBE?	Y	N	CONSULTATION?	Y N
	WBE?	Y	N	OTHER?	Y N
	SDB SA?	Y	N		
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER_____	

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
EMAIL ADDRESS OF PRIME (SUBMITTER)	TELEPHONE NUMBER	FAX NUMBER

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont. Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other, not of any other group listed	O

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

COLLIER COUNTY
Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name Heritage Utilities,LLC Date 11/20/2018

Authorized Signature

Address 566 Commercial Blvd.

Solicitation/Contract # 19-004

02/15 R3

COLLIER COUNTY
Acknowledgement of Religious Organization Requirements
24 CFR 570.200(j)

In accordance with the First Amendment of the United States Constitution "church/state principles," Community Development Block Grant CDBG/NSP assistance may not, as a general rule, be provided to primarily religious entities for any secular or religious activities.

Therefore, the following restrictions and limitations apply to any provider which represents that it is, or may be deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or operates in connection with a religious or denominational institution or organization.

A religious entity that applies for and is awarded CDBG/NSP funds for public service activities must agree to the following:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference to persons on the basis of religion.

2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

4. The portion of a facility used to provide public services assisted in whole or in part under this agreement shall contain no sectarian or religious symbols or decorations; and

5. The funds received under this agreement shall be use to construct, rehabilitate or restore any facility, which is owned by the provider and in which the public services are to be provided. However, minor repairs may be made if such repairs are directly related to the public services located in a structure used exclusively for non-religious purposes and constitute in dollar terms, only a minor portion of the CDBG/NSP expenditure for the public services.

I hereby acknowledge that I have read the specific requirements contained in this attachment and that eligibility of my organization's project depends upon compliance with the requirements contained in this agreement.

Heritage Utilities,LLC
(Company)

(Signature) 11/20/2018
(Date)

William Utsler
(Print Name)

COLLIER COUNTY
Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connec-tion with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

William Utsler	Owner
Name of Authorized Official	Title
	11/20/2018
Signature	Date

Bid Opportunity List

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. ☐ DBE
☐ MBE/WBE
☐ Non-DBE/MBE/WBE
☐ Section 3

7. ☐ Subcontractor
☐ Subconsultant

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. ☐ DBE
☐ MBE/WBE
☐ Non-DBE/MBE/WBE
☐ Section 3

7. ☐ Subcontractor
☐ Subconsultant

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. ☐ DBE
☐ MBE/WBE
☐ Non-DBE/MBE/WBE
☐ Section 3

7. ☐ Subcontractor
☐ Subconsultant

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. ☐ DBE
☐ MBE/WBE
☐ Non-DBE/MBE/WBE
☐ Section 3

7. ☐ Subcontractor
☐ Subconsultant

---

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. ☐ DBE
☐ MBE/WBE
☐ Non-DBE/MBE/WBE
☐ Section 3

7. ☐ Subcontractor
☐ Subconsultant

Certification Regarding Lobbying

The undersigned Heritage Utilities,LLC (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Vendor/Contractor, Heritage Utilities, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*. apply to this certification and disclosure, if any.

Signature of Vendor/Contractor's Authorized Official

William Utsler/ Owner Name and Title of Vendor/Contractor's Authorized Official

11/20/2018 Date

Affidavit for and Certification for Claiming Status as a Section 3 Business

A Section 3 "Right to Match" preference shall be afforded to enhance the opportunities and ensure that employment and other economic opportunities generated by certain HUD Housing and/or Community Development Assistance funding shall, to the greatest extent feasible, and consistent with existing Federal, State, and local law and regulations, be directed to low- and very-low income persons and to business concerns which provide economic opportunities to low- and very-low income persons of local businesses to receive awards of Collier County contracts.

A "Section 3 Business" is defined as a business that provides evidence of their Section 3 certification at the time the bid is offered to the County; evidence shall not be provided after the bid closing time.

When a qualified and responsive, non-Section 3 business submits the lowest price bid, and the bid submitted by one or more qualified and responsive Section 3 Business is within ten percent (10%) of the price submitted by the non-Section 3 business, then the Section 3 Business with the apparent lowest bid offer (i.e. the lowest Section 3 bidder) shall have the opportunity to submit, an offer to match the price(s) offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-Section 3 bidder and the lowest Section 3 bidder are in fact qualified and responsive bidders. Next, the Purchasing Department shall determine if the lowest bidder meets the requirements of Section 287.087 F.S.

If the lowest Section 3 bidder meets the requirements of 287.087, F.S., the Purchasing Department shall invite the lowest Section 3 bidder to submit a matching offer to the Purchasing Department which shall be submitted within five (5) business days thereafter. If the lowest Section 3 bidder submits an offer that fully matches the lowest bid from the lowest non-Section 3 bidder tendered previously, then award shall be made to the Section3 bidder. If the lowest Section 3 bidder declines or is unable to match the lowest non-Section 3 bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest Section 3 bidder does not meet the requirement of Section 287.087 F.S. and the lowest non-Section 3 bidder does, award will be made to the bidder that meets the requirements of the reference state law.

Bidder must complete and submit with their bid response the *Affidavit and Certification for Claiming Status as a Section 3 Business* which is included as part of this solicitation and their current Section 3 certification.

Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for Section 3 preference on this solicitation.

A Bidder who misrepresents the Section 3 Preference status of its firm in a bid submitted to the County will lose the privilege to claim Section 3 Preference status for a period of up to one (1) year.

If necessary, the contracting agency may conduct discussions with qualified and responsive bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and verify qualifications and responsiveness to solicitation requirements.

This project is subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD Housing and/or Community Development Assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local law and regulations, be

directed to low- and very-low income persons and to business concerns which provide economic opportunities to low- and very-low income persons.

A Section 3 business concerned is defined as follows:

1. That is 51 percent or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in section one or two above.

In conformance with Section 3 federal regulations (24 CFR Part 135), Collier County shall direct efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority listed below:

1. Category 1 businesses: Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
2. Category 2 businesses: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD HOUSING AND/OR COMMUNITY DEVELOPMENT ASSISTANCE Youthbuild programs;
3. Category 3 businesses: Other Section 3 business concerns.

A business concern seeking to qualify for a Section 3 contracting preference shall certify that the business concern is a Section 3 business concern as described above.

Vendor Name Heritage Utilities, LLC Date 11/20/2018

Address 566 Commercial Blvd.

Signature Title Owner

STATE OF FLORIDA
☑ COLLIER COUNTY ☐ LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this

20th Day of November, 20 18.

Notary Public My Commission Expires 1/17/2022

(AFFIX SEAL)

SAMUEL PATRICK SAEZ
State of Florida-Notary Public
Commission # GG 176630
My Commission Expires
January 17, 2022

Section 3 Requirements

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD website.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits as provided below.

SECTION 3 INCOME LIMITS

(FY 2018 Income Limits from www.huduser.org)

All residents of public housing developments and those participating on the Section 8 program qualify as Section 3 residents. Additionally, individuals residing in Collier County who meet the income limits set forth below also qualify for Section 3 status.

A picture identification and proof of current residency is required.

Eligibility Guidelines

Number in Household	Very low-income (50%)	Low income (80%)
1 person	$26,250	$42,000
2 person	$30,000	$48,000
3 person	$33,750	$54,000
4 person	$37,500	$60,000
5 person	$40,500	$64,800
6 person	$43,500	$69,600
7 person	$46,500	$74,400
8 person	$49,500	$79,200

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include but not limited to the list identified:

- Accounting
- Architecture
- Appliance repair
- Bookkeeping
- Bricklaying
- Carpentry
- Carpet Installation
- Catering
- Cement/Masonry
- Computer/Information
- Demolition
- Drywall
- Elevator Construction
- Engineering
- Fencing
- Florists
- Heating
- Iron Works
- Janitorial
- Landscaping
- Machine Operation
- Manufacturing
- Marketing
- Painting
- Payroll Photography
- Plastering
- Plumbing
- Printing Purchasing
- Research
- Surveying
- Tile setting
- Transportation
- Word processing

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long- term employment opportunities, not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

How can Section 3 residents or Section 3 business concerns allege Section 3 violations?

You can file a written complaint with either the regional or local offices below.

ATLANTA REGIONAL OFFICE
U.S. Department of Housing and Urban Development Southeast Office
40 Marietta Street
Atlanta, GA 30303
(404) 331-5140
(800) 440-8091
Fax: (404) 331-1021
Email: complaints_office_04@hud.gov

LOCAL HUD FIELD OFFICE at,
Public Housing and Community Development;
701 NW 1st Court, 16th Floor; Miami, FL 33136
Section3@miamidade.gov

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

Additional information may be found at HUD's Section 3 website
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

General Decision Number: FL180245 08/31/2018 FL245

Superseded General Decision Number: FL20170245

State: Florida

Construction Type: Building

County: Collier County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/16/2018
3	07/06/2018
4	08/31/2018

ASBE0067-003 01/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	$ 27.89	15.19

ELEC0349-008 09/04/2017

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring)	$ 27.55	9.75

ELEV0074-001 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC	$ 39.90	32.645

FOOTNOTE:
A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton Capacity and Over	$ 33.05	9.20
All Cranes Over 15 Ton Capacity	$ 32.05	9.20
OPERATOR: Forklift	$ 23.25	9.20
OPERATOR: Mechanic	$ 32.05	9.20
OPERATOR: Oiler	$ 23.50	9.20

IRON0397-007 07/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 29.85	15.83

---

* IRON0402-001 10/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 23.00	11.99

SFFL0821-004 07/01/2018

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	$ 28.38	18.89

SUFL2014-009 08/16/2016

	Rates	Fringes

CARPENTER.....$ 18.00 0.64

CEMENT MASON/CONCRETE FINISHER...$ 14.85 0.60

IRONWORKER, REINFORCING.....$ 26.37 12.65

LABORER: Common or General,
Including Cement Mason Tending...$ 12.25 1.03

LABORER: Pipelayer.....$ 14.00 1.40

OPERATOR:
Backhoe/Excavator/Trackhoe.....$ 22.07 8.80

OPERATOR: Bulldozer.....$ 15.40 1.90

OPERATOR: Grader/Blade.....$ 18.97 0.00

OPERATOR: Loader.....$ 14.00 1.40

OPERATOR: Roller.....$ 14.43 4.78

PAINTER: Brush, Roller and
Spray.....$ 14.72 2.13

PIPEFITTER.....$ 21.36 7.93

PLUMBER.....$ 18.01 2.88

ROOFER.....$ 19.00 1.17

SHEET METAL WORKER, Includes
HVAC Duct Installation.....$ 19.10 3.27

TILE SETTER.....$ 18.01 0.00

TRUCK DRIVER: Dump Truck.....$ 13.22 2.12

TRUCK DRIVER: Lowboy Truck.....$ 14.24 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION