

**INVITATION TO BID**  
**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**  
**PH: 239-213-7100    FX: 239-213-7105**

**Cover Sheet**

NOTIFICATION DATE: <b>10/11/2018</b>	TITLE <b>CDBG Anthony Park Restroom Site Work</b>	SOLICITATION NUMBER: <b>19-004</b>	OPENING DATE & TIME: <b>11/20/2018 2:00 PM</b>
<b>PRE-BID CONFERENCE DATE, TIME AND LOCATION:</b> A non-mandatory Pre-Bid conference will be held October 30, 2018 at 10:00 A.M. local time at the Project Site located at Anthony Park, 1500 5th Avenue North, Naples 34102			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:
AUTHORIZED SIGNATURE	DATE
PRINTED NAME/TITLE	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples (City) the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

Please initial by all that apply

I acknowledge receipt/ review of the following addendum

\_\_\_\_\_ Addendum #1     
 \_\_\_\_\_ Addendum #2     
 \_\_\_\_\_ Addendum #3     
 \_\_\_\_\_ Addendum #4

**PLEASE NOTE THE FOLLOWING**

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received and date stamped by Purchasing staff prior to the above "**OPENING DATE & TIME**".
- > Submission received after the above opening date and time will not be accepted.
- > Bid Tabs or Evaluation scores will be available on the City of Naples web site [www.naplesgov.com](http://www.naplesgov.com) . **If you do not have computer access** and want a copy of the evaluation scores, please enclose a stamped, self-addressed envelope with your bid.

## GENERAL CONDITIONS

**TO ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

**1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached cover form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

**3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

**4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

**5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Policy 7-4 for up to three years.

**6. PRICES, TERMS and PAYMENT:** Firm Prices shall be proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

**A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

**B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

**C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

**E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

**F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for

partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

**7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

**8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

**9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

**10. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-973 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**11. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

**12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**13. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

14. **SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before proposal opening time and date, and if not destroyed may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

15. **PROPOSAL PROTEST:** The city has formal proposal protest procedures that are available on request.

16. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

17. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

18. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

19. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

20. **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

21. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

22. **ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

23. **LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

24. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a

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

**25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

**27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

**29. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

**30. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

**31. RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

**32. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**33. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**34. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such

examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**36. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**39. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

**40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

**41. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

**42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**47. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

**48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

**50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

**52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The seven-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

**53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

**54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** The contractor agrees to comply with Executive Order 12549



“Debarment and Suspension” and 2 CFR 180 “OMB Guidelines to Agencies on Government wide Debarment and Suspension.” These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period 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.

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**

## 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 licensed 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 and the following must also be stated on the certificate. "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.  
No other format will be acceptable.

The Certificate must state the solicitation 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.

**STATEMENT OF NO BID**

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Bid # \_\_\_\_\_ and Description: \_\_\_\_\_

We, the undersigned, decline to bid on the above project for the following reason(s):

- We are not able to respond to the Invitation to Bid by the specified deadline.
- Our Company does not offer this product or service.
- Our current work schedule will not permit us to perform the required services.
- Specifications are incomplete or information is unclear (Please explain below).

\_\_\_\_\_  
\_\_\_\_\_

Other (Please specify below)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PH \_\_\_\_\_ Email \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)

**REFERENCES**

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID**

**PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT E-MAIL ADDRESS:** \_\_\_\_\_

**Submitting Vendor Name:** \_\_\_\_\_

## **CONSTRUCTION SPECIAL CONDITIONS**

### **A. TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project. NOTE: This is a grant funded project and project timeframes will need to support the City's grant agreement with Collier County. The total amount of grant construction funding for this project is \$123,304.00, and all cost above \$123,304.00 will be funded by the City. Services to be rendered by the CONTRACTOR shall 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 must be completed by the contract dates specified within the Notice of Proceed. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 Florida Department of Transportation Standard Specifications will be assessed.

### **B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

### **C. REFERENCES**

Proposers must submit a minimum of three references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors. Proof of insurance from the successful proposer is required at the time of issuance and award of a contract.

### **D. STATEMENT OF NO PROPOSAL**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

### **E. BID SECURITY / BID BOND**

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$100,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond

is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid. Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

**F. CONSTRUCTION PERFORMANCE & PAYMENT BONDS**

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

**G. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division **NO LATER THAN TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

**Direct all questions to:**  
**Gerald “Jed” Secory, MBA / CPPO / CPM**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)

## SUBMISSION CHECKLIST

Bidder should check off each of the following items as completed and submit with bid response:

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>• Submit one (1) original signature and one (1) copy of your original bid / document AND a Windows© compatible PDF of the original document on a CD or Flash / Thumb Drive that is clearly labeled.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Include any delivery information.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Mandatory FORMS from this document to be included are: <u>Cover Sheet</u>, <u>References Sheet</u>, <u>Submission Checklist Sheet</u>, <u>IRS W-9</u> (Nov 2017) and <u>Cost / Compensation Schedule</u>.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Have an authorized individual sign the appropriate pages including the Cover Sheet with any bid addenda initialed. Also, examples of vendor contracts used by the City can be found on the Naples Purchasing web site and should be reviewed by the vendor.</li> </ul>	<input type="checkbox"/>
<ul style="list-style-type: none"> <li>• Bid document needs to be received by the OPENING DATE &amp; TIME indicated on the Cover Sheet. The mailing envelope must be addressed to:  <div style="text-align: center; padding-left: 40px;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	<input type="checkbox"/>
<p style="text-align: center;">The mailing envelope must be sealed and marked with:</p> <p>Number:           <b>19-004</b>                      Title:               <b>CDBG Anthony Park Restroom Site Work</b>                      Opening Date:   <b>11/20/2018</b></p>	<input type="checkbox"/>

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: \_\_\_\_\_

*At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>Print or type.</b>	<b>See Specific Instructions on page 3.</b>	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
		<p><b>6</b> City, state, and ZIP code</p>	
		<p><b>7</b> List account number(s) here (optional)</p>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
							-				

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# City of Naples FL

## Invitation to Bid

CDBG Anthony Park Restroom Site Work ITB No. 19-004  
Under Federal Regulations - 24 CFR 85.36

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### ATTACHMENTS

- 19-004 EXHIBIT A - Plans / Design Document
- 19-004 EXHIBIT B - CDBG Legal Advertisement
- 19-004 EXHIBIT C - Federal Contract Provisions
- 19-004 EXHIBIT D - Assurances and Certifications

# 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 5<sup>th</sup> Avenue North, on the east side of 5th Avenue North within Anthony Park.



- **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.

<u>Action</u>	<u>Completion Date</u>
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.**

# 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		
2	Mobilization	Allow	1		
3	Tree protection	Allow	1		
4	Clearing / Grubbing	AC	0.41		
5	Removal of 6" Sewer Lateral	LS	1		
6	Demolition & Removal of Pavement	SY	316		
7	Erosion Control Fencing	LF	1,177		
8	Security Fencing	LF	1,177		

**SUB-TOTAL:**

Contractor Notations:

### SANITARY SEWER

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
9	6" PVC (SDR 26) 0'-6" cut	LF	40		
10	6" PVC Sanitary Sewer Lateral	LF	40		
11	6" PVC Cleanout	EA	2		
12	Television Video Taping Gravity Lines	LF	40		
13	Tie-ins to existing gravity sewer	EA	1		

**SUB-TOTAL:**

Contractor Notations:

### POTABLE WATER AND FIRE

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
14	1" Polytube	LF	40		
15	Cap	EA	1		
16	Connect to Existing	EA	1		

**SUB-TOTAL:**

**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		
18	12" PVC	LF	94		
19	12" MES	EA	3		

**SUB-TOTAL:**

Contractor Notations:

### PAVING & GRADING

	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
20	1.5" Type S-III Asphalt	SY	310		
21	8" Lime Rock, Primed and Compacted to 98%	SY	363		
22	12" Stabilized Subgrade (LBR 40)	SY	363		
23	Brick Pavers	SF	374		

**SUB-TOTAL:**

Contractor Notations:

# CITY OF NAPLES ANTHONY PARK - SITE WORK

## COST SCHEDULE / SUMMARY

<b>Construction Costs by Services</b>					
24	EROSION CONTROL & DEMOLITION SUB-TOTAL				
25	SANITARY SEWER SUB-TOTAL				
26	POTABLE WATER AND FIRE SUB-TOTAL				
27	STORM DRAINAGE SUB-TOTAL				
28	PAVING AND GRADING SUB-TOTAL				
			<b>SUBTOTAL</b>		
	<b>TOTAL CONSTRUCTION COST</b>				
Contractor Notations:					

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

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule:

\_\_\_\_\_

(Printed Name)

(Title)

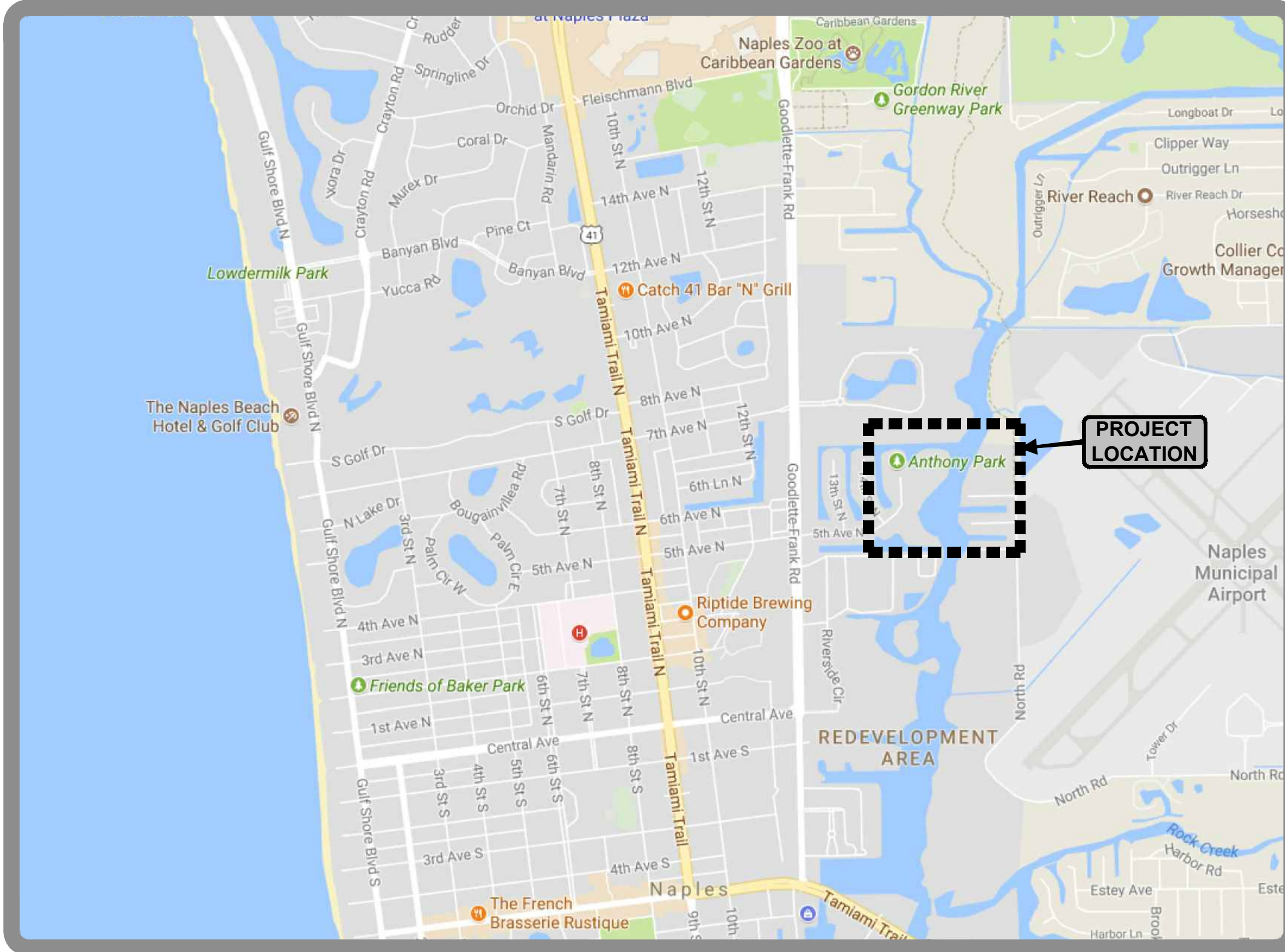
X \_\_\_\_\_

(Signature)

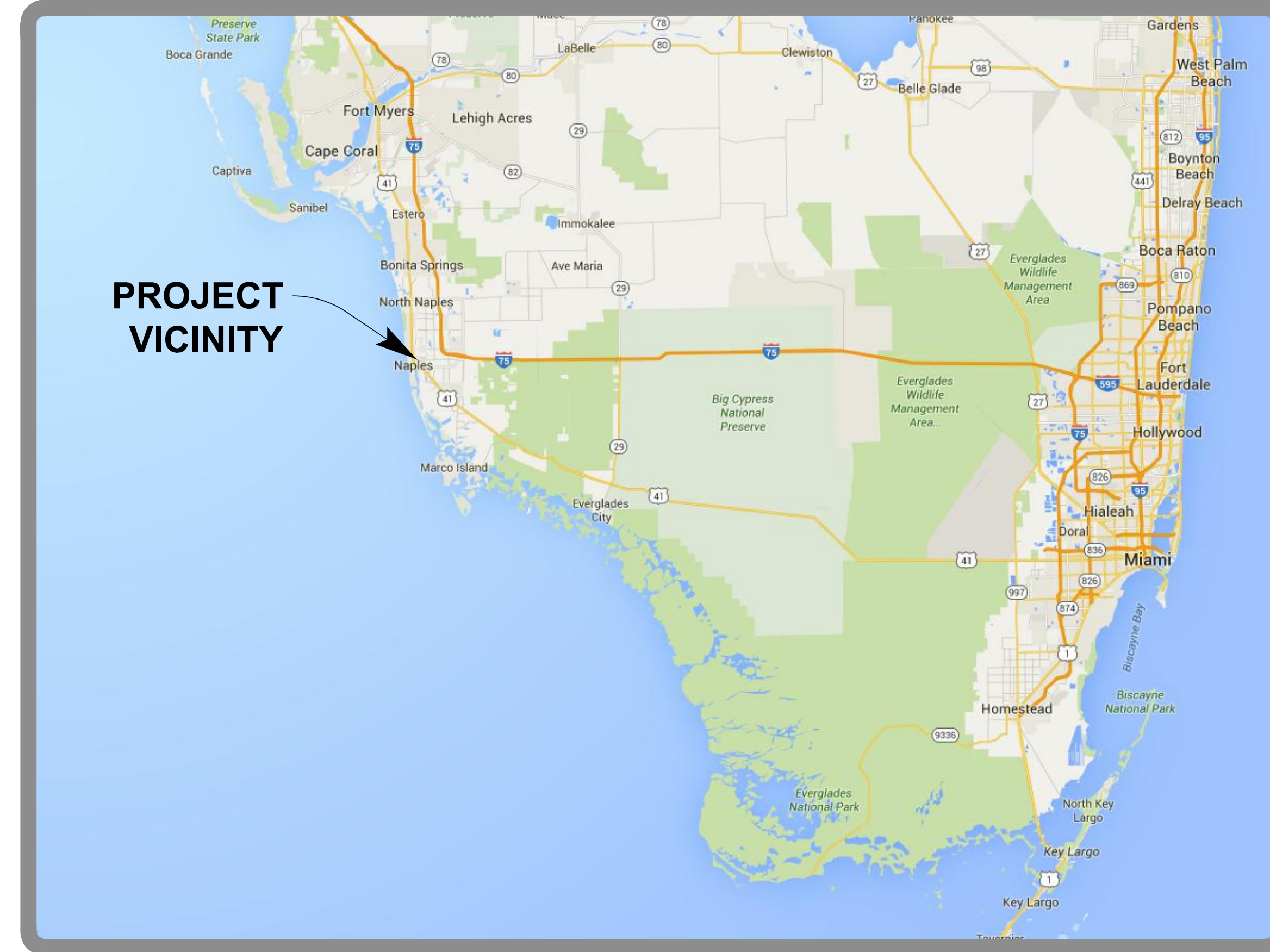
(Date)

# 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:



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

PROJECT MANAGER: Kevin Mangan, ASLA

CONSTRUCTION PLANS  
FOR CONSTRUCTION PRICING ONLY


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

24.4.36 - Inroad 08 August 2018 4:26pm V:\2156\active\215614120\landscape\design\drawing\sheet\L0000.dwg Layout = L0001  
 Copyright Stantec. All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of Stantec, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of Stantec.

DRAWING SUBMITTAL LOG and SHEET INDEX									
SHEET NUMBER	SHEET TITLE	SCALE	LANDSCAPE SUBMITTAL 08.08.2018	SUBMITTAL					
• - ISSUED    R - REVISED									
L0000	COVER SHEET	n/a	•						
L0001	DRAWING SUBMITTAL LOG and SHEET INDEX	n/a	•						
<b>CIVIL ENGINEERING DRAWINGS</b>									
C-1	GENERAL NOTES	n/a	•						
C-2	SITE PLAN	1"=20'	•						
C-3	UTILITY PLAN	1"=20'	•						
C-4	DETAILS	n/a	•						
<b>LANDSCAPE ARCHITECTURE DRAWINGS</b>									
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'	•						
<b>ELECTRICAL ENGINEERING DRAWINGS</b>									
E-1	ELECTRICAL	n/a	•						
E-2	ELECTRICAL	1/16"=1'-0"	•						
<b>PLANS FOR INFORMATION ONLY - WORK TO BE DONE BY OTHERS</b>									
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'	•						
LI501	IRRIGATION SCHEDULE	n/a	•						
LI502	IRRIGATION DETAILS	n/a	•						

CHARLIE ANTHONY PARK


PREPARED FOR:



Community Services Department  
280 Riverside Circle  
Naples, Florida 34102

---

PREPARED BY:



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

PROJECT MANAGER: Kevin Mangan

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\*\*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.

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Construction Plans  
For Construction Pricing Only

REV	DATE	DESCRIPTION

---

SCALE: n/a

DATE: AUGUST 8, 2018

PIN: 215614120

DRAWING SUBMITTAL  
LOG and SHEET INDEX

L0001



GENERAL NOTES:

- 1) A PRE-CONSTRUCTION MEETING SHALL TAKE PLACE WITH THE CITY OF NAPLES CONTRACTOR, APPROPRIATE SUB-CONTRACTORS, PROPERTY OWNER AND THEIR LOCAL REPRESENTATIVE/AGENT OWNERS REPRESENTATIVE PRIOR TO THE START OF CONSTRUCTION.
2) ALL MATERIALS AND CONSTRUCTION METHODS USED FOR THE PROPOSED IMPROVEMENTS SHALL CONFORM TO THE APPROVED CONSTRUCTION DOCUMENTS AND TECHNICAL SPECIFICATIONS PROVIDED BY THE CIVIL, MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERS OF RECORD, LANDSCAPE ARCHITECT AND UTILITY PROVIDERS (INCLUDING FLORIDA POWER AND LIGHT (FPL), CENTURYLINK, COMCAST, ETC.), WHICHEVER IS MORE STRINGENT, AND ALL FEDERAL, STATE AND LOCAL REGULATIONS.
3) CITY OF NAPLES PUBLIC UTILITIES (CNPU), THE PROPERTY OWNER, FLORIDA POWER AND LIGHT (FPL), TECO GAS, AMERICAS, CENTURYLINK, COMCAST, ETC., WHOEVER IS MORE STRINGENT, AND ALL FEDERAL, STATE AND LOCAL REGULATIONS.
4) CONTRACTOR SHALL BE RESPONSIBLE IN COORDINATING WITH THE FOLLOWING PARTIES IN REGARD TO THE CONSTRUCTION OF THE PROJECT:
CITY OF NAPLES PUBLIC UTILITIES (CNPU): ALYSSON HOLLAND (239) 213-4713
CITY OF NAPLES FIRE-RESISTE: GUY PETE DIMARIA (239) 213-4900
STANTEC CONSULTING SERVICES (SITE-CIVIL): DANIEL GARNER (239) 649-4040
FLORIDA POWER AND LIGHT (FPL): CLARK WILLIAMS (239) 947-7348
COMCAST: GUY BERGER (239) 432-1804
CENTURYLINK: KELLY CLARK (239) 263-6210
TECO GAS: JASON WHITE (239) 340-8025
5) UNLESS OTHERWISE DIRECTED IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL PROVIDE 72 HOURS NOTICE TO PROPERTY OWNER AND OWNERS REPRESENTATIVE PRIOR TO THE START OF CONSTRUCTION ACTIVITIES THAT WILL INTERRUPT THE DAY-TO-DAY OPERATIONS OF THE CURRENT FACILITY.
6) THE LOCATION OF EXISTING UTILITIES AND STORM SEWER SHOWN WITHIN THESE CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED FROM AVAILABLE RECORD DRAWINGS AND SURVEY INFORMATION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATIONS (HORIZONTAL LOCATION AND VERTICAL ELEVATION) PRIOR TO CONSTRUCTION, AND PROVIDE IN WRITING ANY DISCREPANCIES TO THE DESIGNER OR CIVIL ENGINEER OF RECORD.
7) CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. ANY DEVIATION IN PLAN INFORMATION SHALL BE REPORTED TO CIVIL ENGINEER IMMEDIATELY.
8) CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING COPIES OF AND COMPLYING WITH ALL PERMITS AND PERMIT PLANS OBTAINED BY THE PROPERTY OWNER, AND POST ALL PERMITS AND PERMIT PLANS AT THE JOB SITE.
9) CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF THE CITY OF NAPLES LAND DEVELOPMENT CODE (LDC) AND CODES OF ORDINANCES.
10) CONTRACTOR IS REQUIRED TO OBTAIN FROM THE CIVIL ENGINEER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THESE CONSTRUCTION DOCUMENTS AND/OR SPECIFICATIONS.
11) UNDERGROUND CONTRACTOR SHALL MINIMIZE THE WORK AREA AND WIDTH OF TRENCHES TO AVOID IMPACT TO EXISTING HARDScape AND LANDSCAPING. SOIL FROM TRENCHES SHALL BE PLACED ONLY ON PREVIOUSLY CLEARED AREAS AS DIRECTED BY THE OWNERS REPRESENTATIVE AND PROPERTY OWNER. CONTRACTOR SHALL NOT REMOVE AND/OR DESTROY ANY TREES AND/OR SHRUBS WITHOUT PRIOR APPROVAL BY THE OWNERS REPRESENTATIVE OR PROPERTY OWNER.
12) CONTRACTOR SHALL REFERENCE CONSTRUCTION DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR SHOP DRAWING REQUESTS, PARTICULARLY FOR FACILITIES REQUIRING SPECIAL DETAILS AND SPECIFICATIONS WHICH ARE TO BE PROVIDED BY A STRUCTURAL, MECHANICAL OR ELECTRICAL ENGINEER.
13) CONTRACTOR SHALL PROVIDE 48 HOURS NOTICE PER COLLIER COUNTY UTILITY RECORD SECTION 9.4.2.2 TO COLLIER COUNTY GROWTH MANAGEMENT DIVISION FOR THE CITY OF NAPLES UTILITY RECORDS. CONTRACTOR SHALL BE RESPONSIBLE AND CIVIL ENGINEER PRIOR TO THE START OF CONSTRUCTION ACTIVITIES INCLUDING, AND NOT LIMITED TO, THE FOLLOWING:
A. PRELIMINARY COMMENCEMENT
B. CHANGES TO APPROVED SCHEDULES, SUBCONTRACTORS, OR RESIDENT SUPERINTENDENT (OWNERS REPRESENTATIVE AND PROPERTY OWNER ONLY)
C. GENERAL
D. CRANES/INSTALLATION
E. ROADWAY AND PARKING AREA STRINGLINE
F. SIGNAGE (INCLUDING SIDEWALK AND CURBING)
G. FINAL INSPECTIONS
H. RECEIVED INSPECTIONS
I. OTHERS AS MAY BE REQUIRED BY COLLIER COUNTY GROWTH MANAGEMENT DIVISION (GMD) ENGINEERING SERVICES, OWNERS REPRESENTATIVE AND CIVIL ENGINEER
14) ANY PROPOSED PERMANENT STRUCTURES, PROPOSED ENTRY/SIGN FEATURES, WATER FEATURES, FENCES AND SITE WALLS AND FLAG POLES MUST BE SHOWN ON THE STAMPED APPROVED CITY OF NAPLES PERMIT PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING, APPLYING AND OBTAINING SEPARATELY FOR THE APPROPRIATE BUILDING PERMITS, WHERE APPLICABLE, AS OUTLINED IN THE COLLIER COUNTY LAND DEVELOPMENT CODE (LDC), BUILDING CODE AND CODE OF ORDINANCES. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR PAYMENT OF ALL REQUIRED PERMIT APPLICATION FEES.
15) THE PROPERTY OWNER IS RESPONSIBLE FOR PERPETUAL MAINTENANCE OF ALL FEATURES OF THE SURFACE WATER MANAGEMENT SYSTEM AND PERMITTER BERMS AS OUTLINED BY THE CIVIL ENGINEER ON THE APPROVED PERMIT PLANS.
16) THE PROPERTY OWNER IS RESPONSIBLE FOR THE PERPETUAL MAINTENANCE OF ALL LANDSCAPE MATERIAL AND SUPPORTING IRRIGATION SYSTEM.
17) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THE DELIVERY OF ALL OPERATION AND MAINTENANCE MANUALS, AND IF REQUIRED PER THE CONTRACT DOCUMENTS, THE TRAINING OF OPERATION PERSONNEL, THE CONTENT, FORMAT AND NUMBER OF MANUALS SHALL BE DICTATED IN ACCORDANCE WITH THE CONTRACT AND CONSTRUCTION DOCUMENTS, AND TECHNICAL SPECIFICATIONS.
18) THE APPROVAL OF THESE CONSTRUCTION PLANS DOES NOT AUTHORIZE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSIDERATE WITH EXISTING RECORDS.
19) MAINTENANCE OF TRAFFIC (MOT) PLANS AND TRAFFIC MAINTENANCE CONTROLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS, AND FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS.
20) CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND WORK OF THE EXISTING STREETS ADJACENT TO THE PROJECT. IT IS NOT ANTICIPATED THE SCOPE OF WORK WILL REQUIRE THE NEED TO APPLY FOR AND OBTAIN A RIGHT-OF-WAY (ROW) PERMIT FROM THE CITY OF NAPLES.

FIRE PROTECTION NOTES:

- 1) ANY PROPOSED FIRE HYDRANTS, POST INDICATOR VALVES (PIV) AND FIRE DEPARTMENT CONNECTIONS (FDC) SHALL BE MARKED IN A VISIBLE MANNER APPROVED BY THE GREATER NAPLES FIRE DEPARTMENT (GNFD).
2) ANY PROPOSED FIRE HYDRANTS SHALL BE INSTALLED WITHIN 3-FEET OF THE CURB LINE OF A FIRE LANE, STREET, OR PRIVATE STREET WHEN INSTALLED ALONG SUCH ACCESS WAYS.
3) ANY PROPOSED FIRE HYDRANTS, POST INDICATOR VALVES (PIV) AND FIRE DEPARTMENT CONNECTIONS (FDC) SHALL NOT BE OBSTRUCTED VISUALLY OR FUNCTIONALLY BY VEGETATION, A CLEARING OF 3-FEET TO EACH SIDE, REAR AND TO THE ROAD OR PARKING AREA SHALL BE MAINTAINED.
4) EXISTING ON-SITE FIRE PROTECTION AND WATER SUPPLY SYSTEM (I.E. FIRE HYDRANTS) MAY SATISFY REQUIRED ON-SITE FIRE PROTECTION MEASURES THAT MUST BE OPERATIONAL PRIOR TO PLACING COMBUSTIBLE BUILDING MATERIALS ON-SITE. IF THIS IS NOT FEASIBLE PRIOR TO THE ACCUMULATION OF COMBUSTIBLE MATERIALS ON-SITE, PROPOSED FIRE HYDRANTS MUST BE OPERABLE WITH THE MINIMUM REQUIRED WATER PRESSURE AND IMPROVED STABILIZED EMERGENCY APPARATUS ACCESS (MINIMUM OF 20-FEET WID) MUST BE AVAILABLE WITHIN 100-FEET OF THE STRUCTURES.
5) ANY PROPOSED FIRE PROTECTION LINES REQUIRE SEPARATE PERMITS PRIOR TO INSTALLATION.
6) ANY PROPOSED UNDERGROUND FIRE PROTECTION LINES AND FIRE HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 24, 2010 EDITION.
7) ANY PROPOSED UNDERGROUND FIRE LINES SHALL BE INSTALLED BY AN APPROPRIATELY LICENSED AND CERTIFIED FIRE SPRINKLER CONTRACTOR OR A TYPE V UNDERGROUND CONTRACTOR AS DEFINED AND OUTLINED IN FLORIDA STATUTE 633.10(2)(4).

OWNERSHIP AND MAINTENANCE NOTES:

- 1) ALL INFRASTRUCTURE AND UTILITIES SHALL BE OWNED AND MAINTAINED BY THE CITY OF NAPLES.

REFERENCE LEGEND

Table with 2 columns: Symbol and Description. Symbols include ARC (Architectural Plans), STR (Structural Plans), MEP (MEP Plans), FIRE (Fire Protection/Sprinkler Plans), LAND (Landscape/Irrigation Plans), and ELEC (Building and Site Electrical Plans). Descriptions include Street/Parking Lot Lighting Plans, Florida Power & Light, Geotechnical Engineer's Plans, Environmental Engineer's Plans, Communication Plans, and Owners Representative or Property Owner Building Contractor's Point-of-Connection Reference Applicable Consultant's Plans.

UTILITY NOTES:

- 1) A PRE-CONSTRUCTION MEETING SHALL TAKE PLACE WITH THE CITY OF NAPLES PUBLIC UTILITIES, CITY OF NAPLES FIRE-RESISTE, CONTRACTOR, APPROPRIATE SUB-CONTRACTORS, PROPERTY OWNER AND THEIR LOCAL REPRESENTATIVE/AGENT OWNERS REPRESENTATIVE PRIOR TO THE START OF CONSTRUCTION.
2) ALL MATERIALS AND CONSTRUCTION METHODS USED FOR THE PROPOSED IMPROVEMENTS SHALL CONFORM TO THE APPROVED CONSTRUCTION DOCUMENTS AND TECHNICAL SPECIFICATIONS PROVIDED BY THE CIVIL, MECHANICAL, ELECTRICAL AND PLUMBING (MEP) ENGINEERS OF RECORD, LANDSCAPE ARCHITECT AND UTILITY PROVIDERS (INCLUDING FLORIDA POWER AND LIGHT (FPL), TECO GAS, AMERICAS, CENTURYLINK, COMCAST, ETC.), WHICHEVER IS MORE STRINGENT, AND ALL FEDERAL, STATE AND LOCAL REGULATIONS.
3) CONTRACTOR SHALL REFERENCE THE CITY OF NAPLES UTILITIES SPECIFICATIONS AND STANDARDS MANUAL (LATEST APPROVED EDITION) FOR DETAILS AND SPECIFICATIONS FOR CONSTRUCTION OF ALL PROPOSED POTABLE WATER, FIRE, AND WASTEWATER UTILITIES.
SPECIFICATIONS SHALL INCLUDE, AND NOT BE LIMITED TO, THE FOLLOWING:
A. NOTATIONS
B. CONNECTION TO CITY OF NAPLES UTILITIES
C. COVER OVER EXISTING UTILITIES
D. HOPE AND PVC PIPE COLOR-CODING
E. JOINTS
F. PIPE AND FITTING MATERIALS
G. PIPE SEPARATION
H. PIPE SEPARATION CRITERIA
I. CASINGS
J. SEPARATION CRITERIA
K. CONFLICT CROSSINGS
L. CONSTRUCTION AND BACKFILL MATERIAL
M. RESTORATION
N. APPROVED METER DEVICES AND BACKFLOW ASSEMBLIES
O. APPURTENANCES, I.E. FIRE HYDRANTS, VALVES, AIR RELEASE VALVES, CONCRETE COLLARS, ETC.
P. ROADWAY CROSSINGS BY OPEN CUT
Q. JACK-AND-BORE AND HORIZONTAL DRILLING METHODS
R. TESTING AND CLEARANCE PROCEDURES
S. LABORATORY TESTING AND SAMPLE COLLECTION
4) APPROVED FITTINGS SHALL BE USED TO MAINTAIN PLAN ALIGNMENT OF PROPOSED POTABLE WATER, FIRE, AND WASTEWATER MAINS. DEVIATION FROM PLAN ALIGNMENT SHALL NOT BE MORE THAN +/-1/8" BOUNDS FROM PLAN CENTERLINE OF MAIN. PREPARE RECORD DRAWINGS OF ALL FITTINGS.
5) CONTRACTOR TO ENSURE MINIMUM AND MAXIMUM COVERS OF ALL PROPOSED MAINS, REGARDLESS OF EXISTING GRADE.
6) CONTRACTOR SHALL CONSTRUCT ALL PROPOSED POTABLE WATER, FIRE AND WASTEWATER APPURTENANCES AS NOTED. APPROVED FITTINGS SHALL BE USED TO MAINTAIN PLAN ALIGNMENT OF PROPOSED POTABLE WATER, FIRE AND WASTEWATER MAINS. DEVIATION FROM PLAN ALIGNMENT SHALL NOT BE MORE THAN +/-1/8" BOUNDS FROM PLAN CENTERLINE OF MAIN. PREPARE RECORD DRAWINGS OF ALL FITTINGS.
7) CONTRACTOR SHALL NOTIFY THE CITY OF NAPLES PUBLIC UTILITIES (CNPU), CITY OF NAPLES ENGINEERING SERVICES, GREATER NAPLES FIRE DEPARTMENT (GNFD), AND CIVIL ENGINEER BY PROVIDING 72 HOURS NOTICE PRIOR TO THE START OF CONSTRUCTION ACTIVITIES IDENTIFIED IN THE CITY OF NAPLES UTILITIES SPECIFICATIONS AND STANDARDS MANUAL (LATEST APPROVED EDITION). CONSTRUCTION ACTIVITIES SHALL INCLUDE, AND NOT BE LIMITED TO, THE FOLLOWING:
A. CONSTRUCTION OF NEW/STRENGTHENED MAINS
B. CONNECTION TO CITY UTILITIES
C. COVER OVER EXISTING MAINS
D. CORRE-BORE TO EXISTING MAINS
E. ROADWAY CROSSINGS BY OPEN CUT
F. BACKFLOW TESTING AND CERTIFICATION
G. INSTALLATION OF MECHANICAL EQUIPMENT, INCLUDING CONTROLLER, BOOSTER PUMP, RAIN SENSING, ETC.
H. INSTALLATION OF URMEROCK SUB-BASE OVER PROPOSED GRAVITY SANDWATER SEWERS
I. ALL TESTING SERVICES, I.E. PRESSURE, FIRE, LEAKAGE, EXPLOSION/EXPLORATION, LAMPING, TELEVISION, FLUORESCENCE, DISINFECTION, BACTERIOLOGICAL, ETC.
J. PRELIMINARY COMMENCEMENT
K. OTHER REQUIREMENTS AS SPECIFIED, SUCH AS GEOTECHNICAL AND STRUCTURAL ACTIVITIES
L. OTHERS AS MAY BE REQUIRED BY PROPERTY OWNER, CITY OF NAPLES ENGINEERING SERVICES AND CIVIL ENGINEER
8) POTABLE WATER AND WASTEWATER CASINGS SHALL BE PVC SCHEDULE 40, CASINGS SHALL BE A MINIMUM OF 4-INCHES IN DIAMETER AND BE SET A MINIMUM OF 36-INCHES BELOW FINISHED GRADE.
9) CONDUITS UNDER ROADWAYS (FOR FPL, CENTURYLINK, COMCAST, OR OTHER PROVIDER, ETC) SHALL BE A MINIMUM OF 18-INCHES UNDER ALL PRESURIZED MAINS.
10) CONDUITS AND CASINGS SHALL EXTEND 5-FEET BEYOND THE EDGE-OF-PAVEMENT, BACK-OF-CURB OR BACK-OF-SIDEWALK AT EACH END.
11) ALL HORIZONTAL AND VERTICAL CLEARANCES BETWEEN WATER, WASTEWATER, IRRIGATION, AND STORMWATER UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF NAPLES UTILITIES SPECIFICATIONS AND STANDARDS MANUAL (LATEST APPROVED EDITION) FOR DETAILS AND SPECIFICATIONS, OR FDP REQUIREMENTS, WHICHEVER IS MORE STRINGENT.
CITY OF NAPLES SEPARATION CRITERIA:
A. POTABLE WATER PIPELINES SHALL BE SEPARATED FROM WASTEWATER LINES AND /OR STORMWATER LINES BY A MINIMUM CLEAR VERTICAL DISTANCE OF EIGHTEEN INCHES (18") AND A HORIZONTAL DISTANCE OF TEN FEET (10') IN ACCORDANCE WITH F.A.C. 62-555.31(4)(5). THE EIGHTEEN INCHES (18") MINIMUM VERTICAL SEPARATION DISTANCE DOES NOT APPLY TO UNDERGROUND SANITARY SEWER LINES OR TO UNDERGROUND SANITARY SEWER INSTALLATIONS. 57 STONE SHALL BE UTILIZED FOR SEPARATION BETWEEN WASTEWATER LINES AND STORMWATER LINES. NON-POTABLE WATER SHALL BE SEPARATED FROM STORMWATER LINES BY A MINIMUM CLEAR VERTICAL DISTANCE OF EIGHTEEN INCHES (18") AND A HORIZONTAL DISTANCE OF FIVE FEET (5') AS SHOWN IN THE UTILITIES DETAIL DRAWINGS. WASTEWATER LINES SHALL BE SEPARATED FROM STORMWATER LINES BY A MINIMUM CLEAR VERTICAL DISTANCE OF EIGHTEEN INCHES (18") AND A HORIZONTAL DISTANCE OF FIVE FEET (5'). WATER MAINS SHALL PREFERABLY PASS ABOVE OTHER UTILITIES. WATER MAINS SHALL BE SEPARATED FROM WATER MAINS BY A MINIMUM CLEAR VERTICAL DISTANCE OF EIGHTEEN INCHES (18") AND A HORIZONTAL DISTANCE OF FIVE FEET (5'). WATER MAINS SHALL BE SEPARATED FROM POTABLE WATER MAINS BY A MINIMUM CLEAR VERTICAL DISTANCE OF FIVE FEET (5') TO EACH SIDE OF STORM LINE CENTER, OR 15' TO EACH SIDE OF A STORM DRAINAGE STRUCTURE CENTER. ALL PIPELINE CROSSINGS WITH VERTICAL CLEARANCE LESS THAN EIGHTEEN INCHES (18") SHALL BE MADE USING A FULL 20'-FOOT (20') LENGTH OF THICKNESS CLASS 200 ANWIA C900 PVC PIPE, CLASS 235 ANWIA C900 PVC PIPE, OR, IF NECESSARY, PRESSURE CLASS 250 DUCTILE IRON PIPE. EXCEPTED CROSSINGS SHALL BE MADE USING A FULL 20'-FOOT (20') LENGTH OF THICKNESS CLASS 200 ANWIA C900 PVC PIPE, EXTENDED A MINIMUM OF 10' EITHER SIDE OF STORM LINE CENTER, OR 15' EACH SIDE OF STORM DRAINAGE STRUCTURE CENTER. 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SCALE: 1" = 20'

6/12/2018 3:44:45 PM NFA01 | Project: 6/12/2018 3:44:45 PM NFA01 - 111SP - SITE PLAN  
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REV. NO.	REVISION DESCRIPTION	REV. DATE	DRAWN BY / EMP. NO.	SEC-TWP-RGE
1	06/12/18 - REVISED PER CITY COMMENTS			

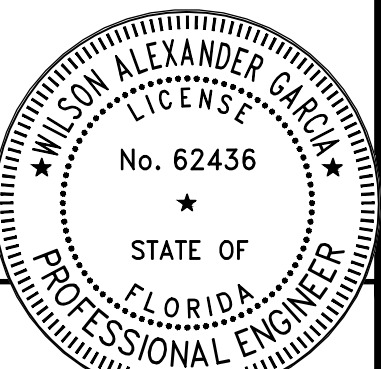
DATE:	COLLER	ISSUE DATE:
ISSUE DESCRIPTION:		
LEAD DESIGNER: MDA		
LEAD TECHNICIAN: MDA		


**Stantec**  
 3200 Bailey Lane, Naples FL 34105  
 Phone 239-649-4040 • Fax 239-643-5716  
 Certificate of Authorization #27013 • www.stantec.com

CLIENT:	CITY OF NAPLES
PROJECT:	CHARLIE ANTHONY PARK

PROJ. START DATE:	3/14/18
HORIZONTAL SCALE:	1" = 20'
VERTICAL SCALE:	N/A

TITLE:	SITE PLAN
CROSS REF. NUMBER:	
PROJECT NUMBER:	215614120

  
 WILSON ALEXANDER GORDON  
 No. 62436  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 INDEX NUMBER: 215614120-C01-111SP  
 SHEET NUMBER: C-2



SCALE: 1" = 20'

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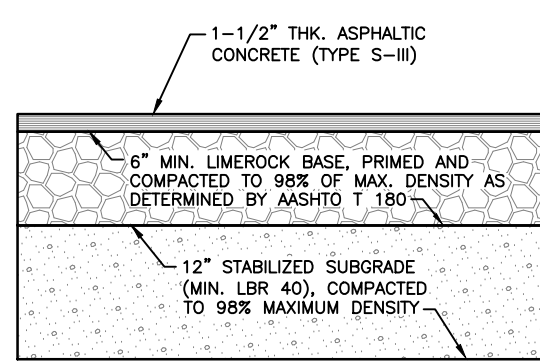
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WILSON ALEXANDER GARCIA  
 No. 62436  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER

**ROADWAY COMPACTION NOTES:**

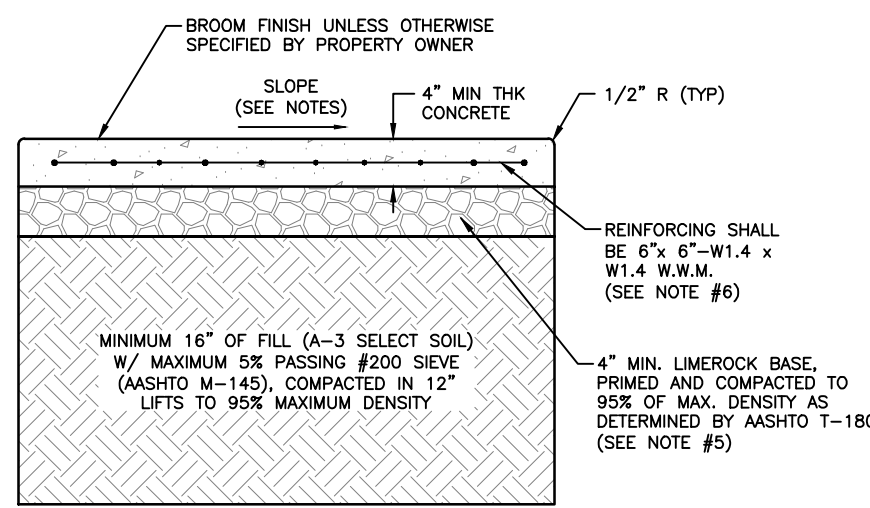
- 1.) THE PROPOSED FILL SHALL BE COMPACTED IN 12" LIFTS TO 95% OF THE MAXIMUM DENSITY IN ACCORDANCE WITH AASHTO T-180 AND THE ENGINEERS TECHNICAL SPECIFICATIONS.
- 2.) THE LIME/ROCK BASE SHALL BE COMPACTED IN 6" LIFTS TO 98% OF THE MAXIMUM DENSITY, IN ACCORDANCE WITH AASHTO T-180 AND THE ENGINEERS TECHNICAL SPECIFICATIONS.
- 3.) THE STABILIZED SUBGRADE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY, IN ACCORDANCE WITH AASHTO T-180 AND THE ENGINEERS TECHNICAL SPECIFICATIONS.



**NOTES:**

- 1.) ASPHALTIC CONCRETE PAVEMENT (TYPE 5-III) CAN BE PLACED IN TWO 3/4" LIFTS, ACCORDING TO AASHTO ASPHALT MANUAL.
- 2.) 5-1/2" LIME/ROCK BASE MATERIAL MAY BE SUBSTITUTED AS AN ALTERNATE TO THE 12" STABILIZED SUBGRADE. ALL SPECIFICATIONS FOR LIME/ROCK BASE SHALL BE ADHERED TO.
- 3.) LIME/ROCK BASE SHALL EXTEND AT LEAST 6" BEYOND EDGE OF PAVEMENT IF ROADWAY IS CONSTRUCTED WITHOUT A CURB DESIGN.
- 4.) STABILIZED SUBGRADE SHALL EXTEND AT LEAST 12" BEYOND EDGE OF PAVEMENT OR BACK OF CURB.

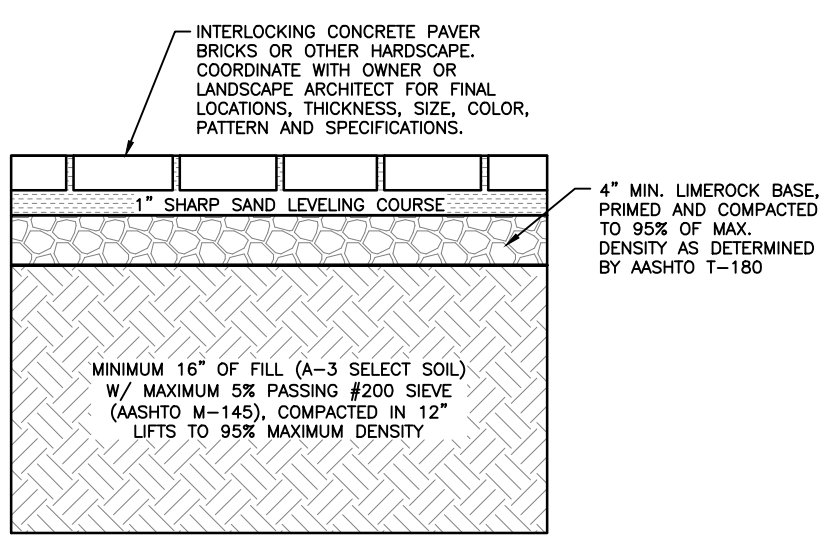
**TYPICAL ASPHALT PAVEMENT ROADWAY SECTION DETAIL**  
N.T.S.



**NOTES:**

- 1.) CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
- 2.) LIME/ROCK BASE SHALL BE COMPACTED TO A FIRM EVEN SURFACE, TRUE TO GRADE AND CROSS-SECTION, AND BE MOST WHEN CONCRETE IS PLACED.
- 3.) CONTRACTION JOINTS, EXPANSION JOINTS, AND ALLOWED CURING METHODS SHALL BE MADE IN ACCORDANCE WITH THE LATEST FOOT DESIGN INDEX STANDARDS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- 4.) IN INSTANCES WHERE CONCRETE SIDEWALK OR PAVEMENT ADJOINS TOP-OF-CURB, CONTRACTOR SHALL INSTALL JOINT SEALANT IN ACCORDANCE TO LATEST FOOT DESIGN INDEX STANDARDS.
- 5.) CONTRACTOR MAY INSTALL 6" THICK REINFORCED CONCRETE SIDEWALK AS AN ACCEPTABLE ALTERNATE TO THE 4" THICK MINIMUM LIME/ROCK BASE, AS SPECIFIED FOR THIS DETAIL.
- 6.) CONTRACTOR MAY UTILIZE FIBERGLASS REINFORCING AS AN ACCEPTABLE ALTERNATE TO THE WELDED WIRE MESH, AS SPECIFIED FOR THIS DETAIL. SPECIFICATIONS FOR FIBERGLASS REINFORCING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST FOOT DESIGN INDEX STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION.
- 7.) SIDEWALK AND CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST A.D.A. AND LATEST DOT DESIGN INDEX STANDARDS.
- 8.) AT ALL PEDESTRIAN CROSSINGS, CONTRACTOR SHALL INSTALL DETECTABLE WARNING SURFACE (ON THE FULL WIDTH OF THE PEDESTRIAN CROSSING AND 2' DEEP) IN ACCORDANCE WITH LATEST FOOT DESIGN INDEX STANDARDS (SECTION 304, SHEET No. 6). DETECTABLE WARNING SURFACE SHALL BE TILE MOLDING OR A.D.A. CONCRETE PAVEMENT BRICKS.
- 9.) CONTRACTOR SHALL CONSTRUCT ALL CURB RAMPS AT A 1:4:1 SLOPE, AND SHALL BE NO STEEPER THAN THE MAX. SLOPE (8:30) IN ACCORDANCE WITH THE LATEST FOOT DESIGN INDEX STANDARDS (SECTION 304, SHEET No. 6).
- 10.) CONTRACTOR SHALL CONSTRUCT ALL SIDEWALKS SO THAT LONGITUDINAL SLOPES DO NOT EXCEED 20:1 (UNLESS HANDRAILS ARE PROVIDED), CROSS-SLOPES DO NOT EXCEED 50:1 (2% MAX), AND ALL LANDINGS OR TURN-AROUND AREAS (5' SQUARE MIN) SHALL NOT EXCEED 50:1 (2% MAX) SLOPE IN ALL DIRECTIONS PER A.D.A.

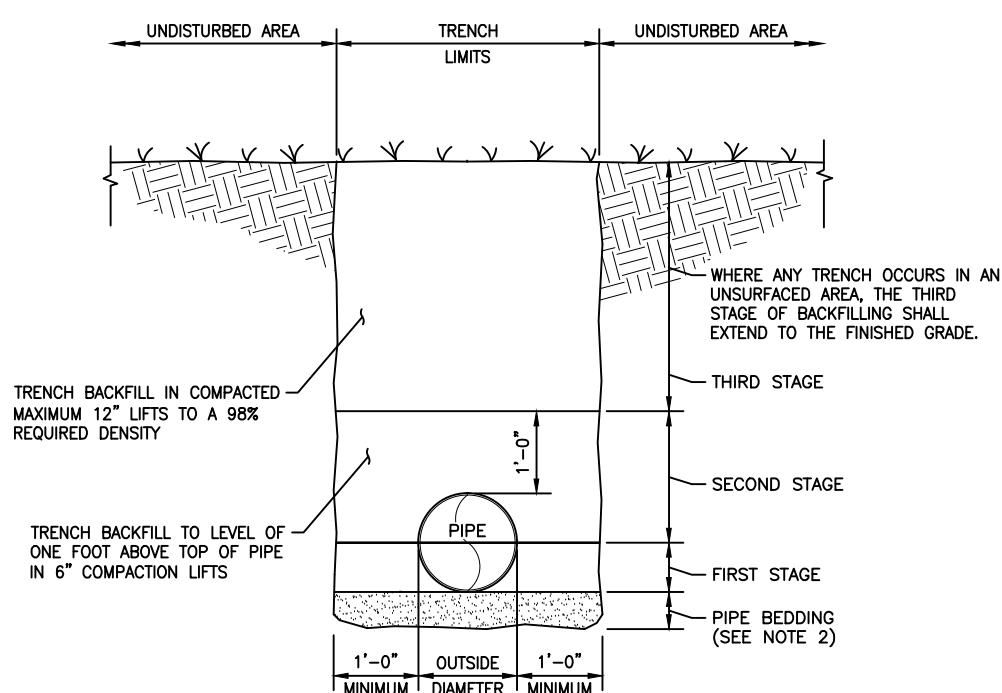
**TYPICAL CONCRETE SIDEWALK OR PAD SECTION DETAIL**  
N.T.S.



**NOTES:**

- 1.) PAVER BRICK SEALANT OR REPELLENT MAY BE USED AT OWNER'S DISCRETION.
- 2.) LIME/ROCK BASE SHALL BE COMPACTED TO A FIRM EVEN SURFACE, TRUE TO GRADE AND CROSS-SECTION.
- 3.) LIME/ROCK BASE SHALL EXTEND AT LEAST 4" BEYOND EDGE OF SIDEWALK OR HARDSCAPE.
- 4.) SIDEWALK AND CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST A.D.A. AND LATEST DOT DESIGN INDEX STANDARDS.
- 5.) AT ALL PEDESTRIAN CROSSINGS, CONTRACTOR SHALL INSTALL DETECTABLE WARNING SURFACE (ON THE FULL WIDTH OF THE PEDESTRIAN CROSSING AND 2' DEEP) IN ACCORDANCE WITH LATEST FOOT DESIGN INDEX STANDARDS (SECTION 304, SHEET No. 6). DETECTABLE WARNING SURFACE SHALL BE TILE MOLDING OR A.D.A. CONCRETE PAVEMENT BRICKS.
- 6.) CONTRACTOR SHALL CONSTRUCT ALL CURB RAMPS AT A 1:4:1 SLOPE, AND SHALL BE NO STEEPER THAN THE MAX. SLOPE (8:30) IN ACCORDANCE WITH THE LATEST FOOT DESIGN INDEX STANDARDS (SECTION 304, SHEET No. 6).
- 7.) CONTRACTOR SHALL CONSTRUCT ALL SIDEWALKS SO THAT LONGITUDINAL SLOPES DO NOT EXCEED 20:1 (UNLESS HANDRAILS ARE PROVIDED), CROSS-SLOPES DO NOT EXCEED 50:1 (2% MAX), AND ALL LANDINGS OR TURN-AROUND AREAS (5' SQUARE MIN) SHALL NOT EXCEED 50:1 (2% MAX) SLOPE IN ALL DIRECTIONS PER A.D.A.
- 8.) CONCRETE PAVEMENT BRICKS OR HARDSCAPE SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INDUSTRY STANDARDS. IF NOT CURBED IN, SUPPORTING CONCRETE EDGING INSTALLATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INDUSTRY STANDARDS, UNLESS OTHER NOTED IN LANDSCAPE ARCHITECT'S PLANS OR DIRECTED BY THE OWNER.

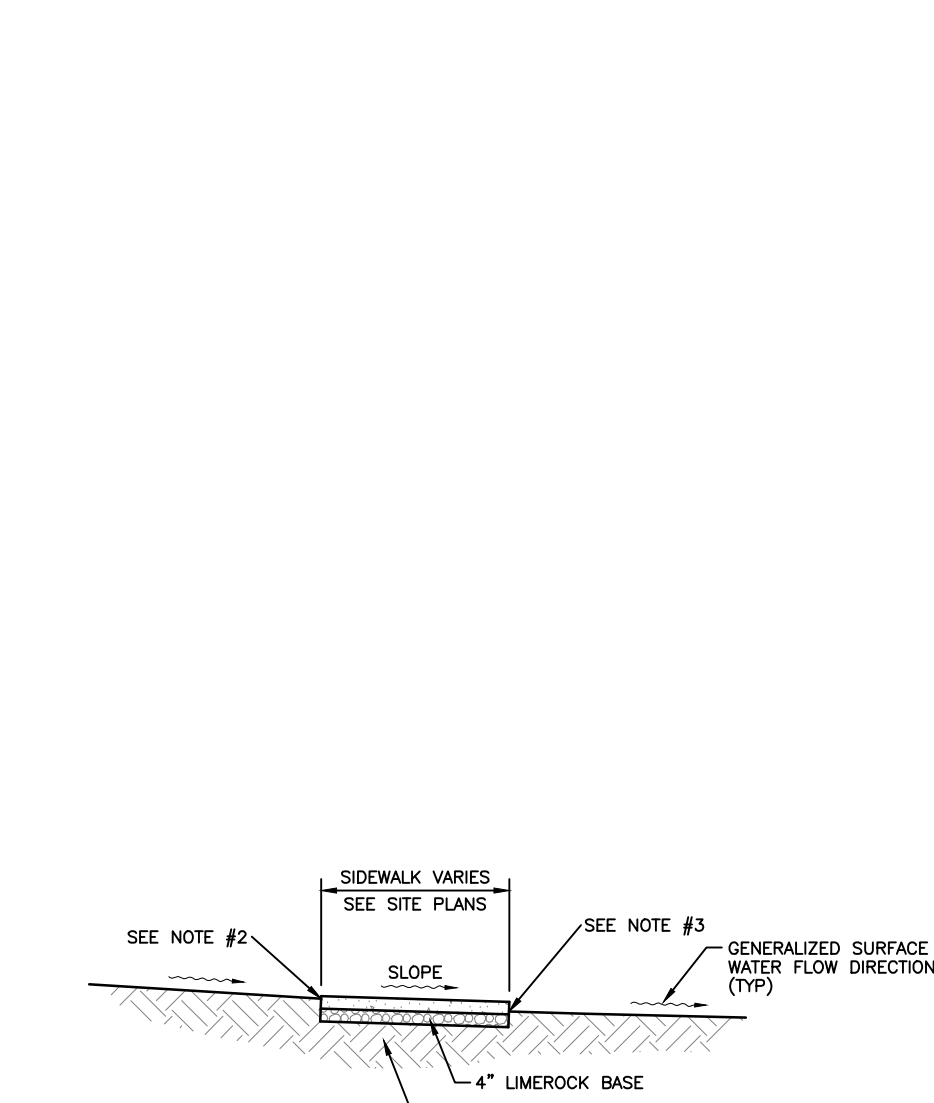
**TYPICAL PAVER BRICK SIDEWALK OR HARDSCAPE SECTION DETAIL**  
N.T.S.



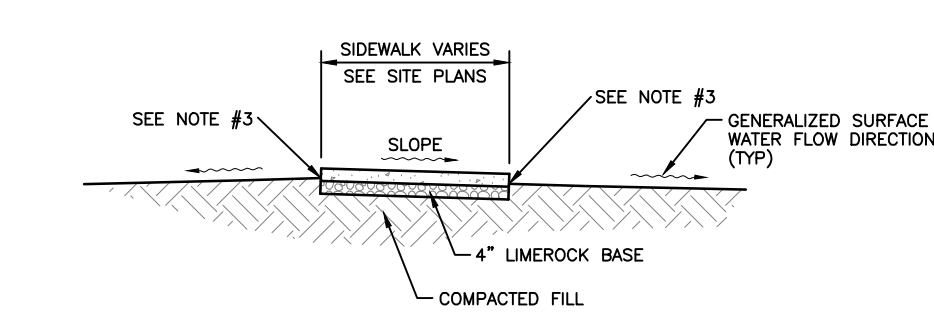
**NOTES:**

- 1.) BACKFILL SHALL BE OF SUITABLE MATERIAL REMOVED FROM EXCAVATION EXCEPT WHERE OTHER MATERIAL IS SPECIFIED. BACKFILL MATERIAL SHALL CONSIST OF EARTH, LOAM, SANDY CLAY, GRAVEL, CRUSHED LIMESTONE, OR OTHER APPROVED MATERIAL. REFER TO TECHNICAL SPECIFICATIONS FOR DETAIL REQUIREMENTS.
- 2.) IF TRENCH BOTTOM CONTAINS ROCK, THEN A MINIMUM OF A 6" PIPE BEDDING SHALL BE USED.

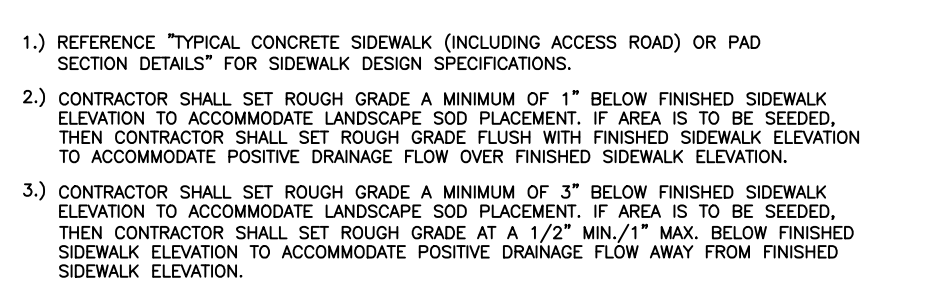
**UNPAVED AREA TRENCH BACKFILL DETAIL**  
N.T.S.



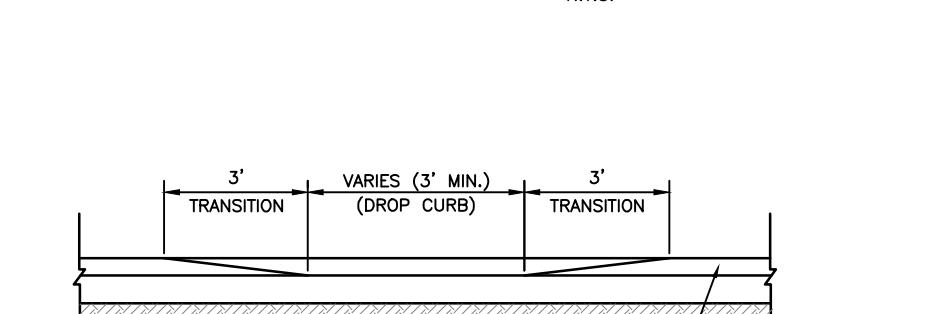
**DESIGN CONFIGURATION 1**



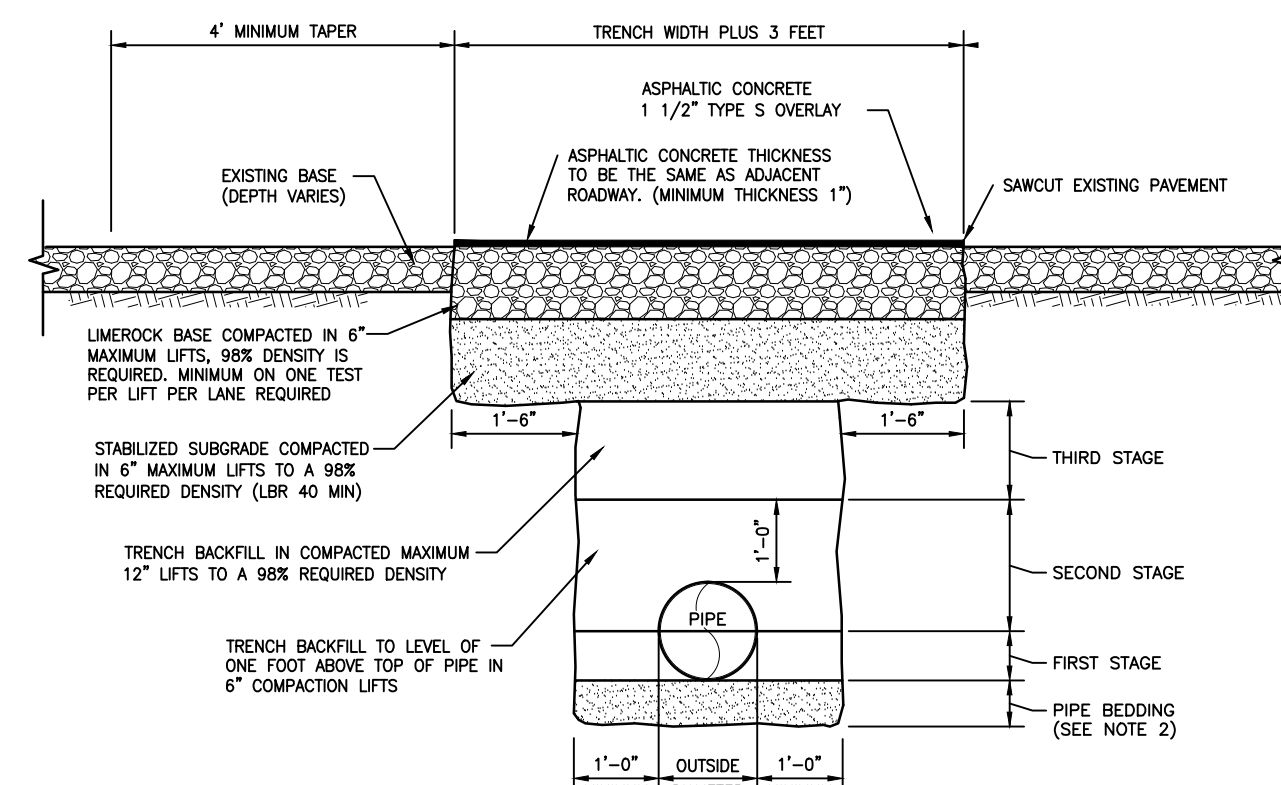
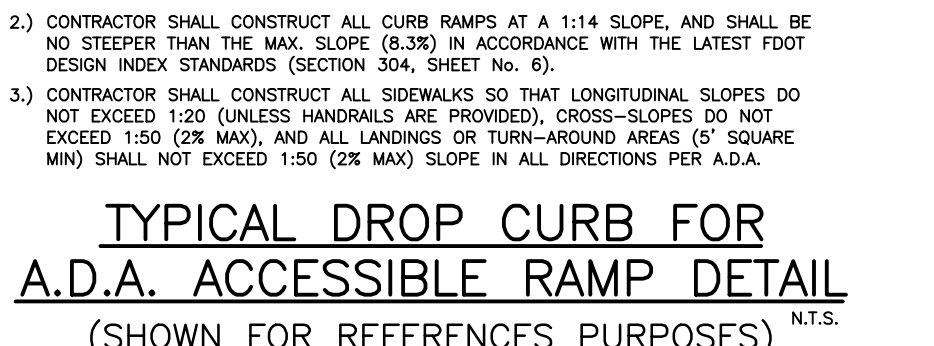
**DESIGN CONFIGURATION 2**



**TYPICAL EDGE OF SIDEWALK SECTION DETAILS**  
N.T.S.

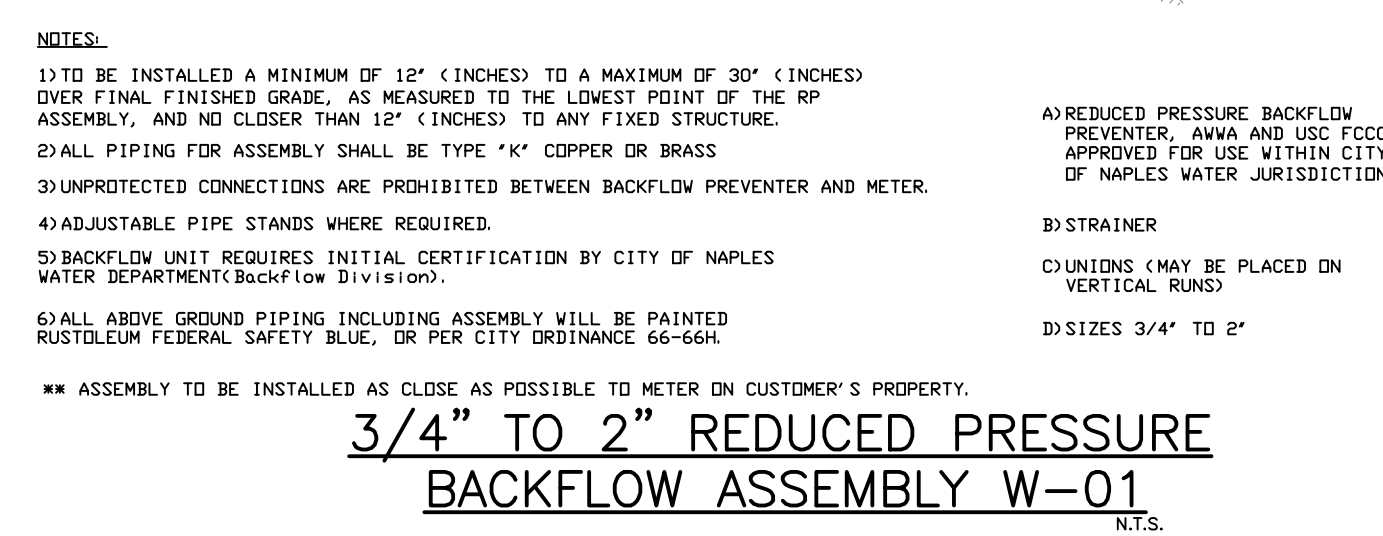
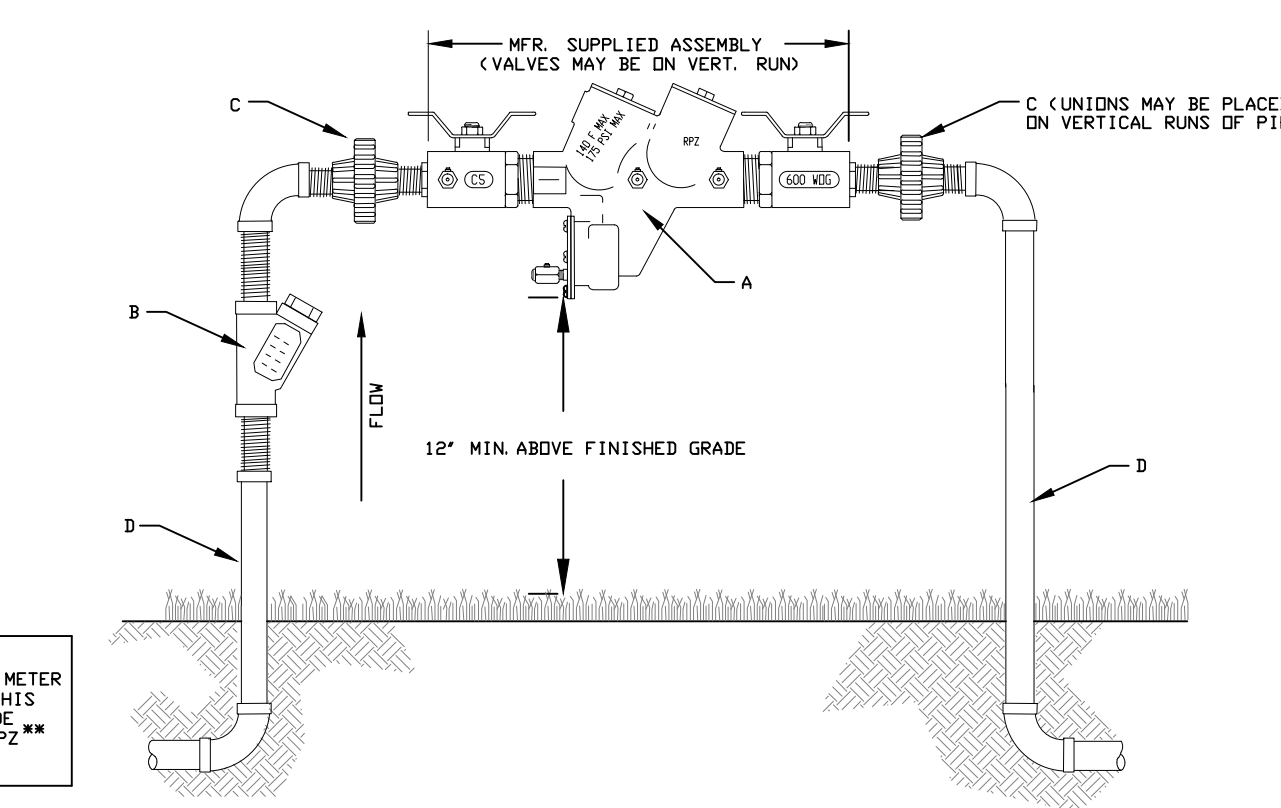


**TYPICAL DROP CURB FOR A.D.A. ACCESSIBLE RAMP DETAIL**  
(SHOWN FOR REFERENCES PURPOSES) N.T.S.

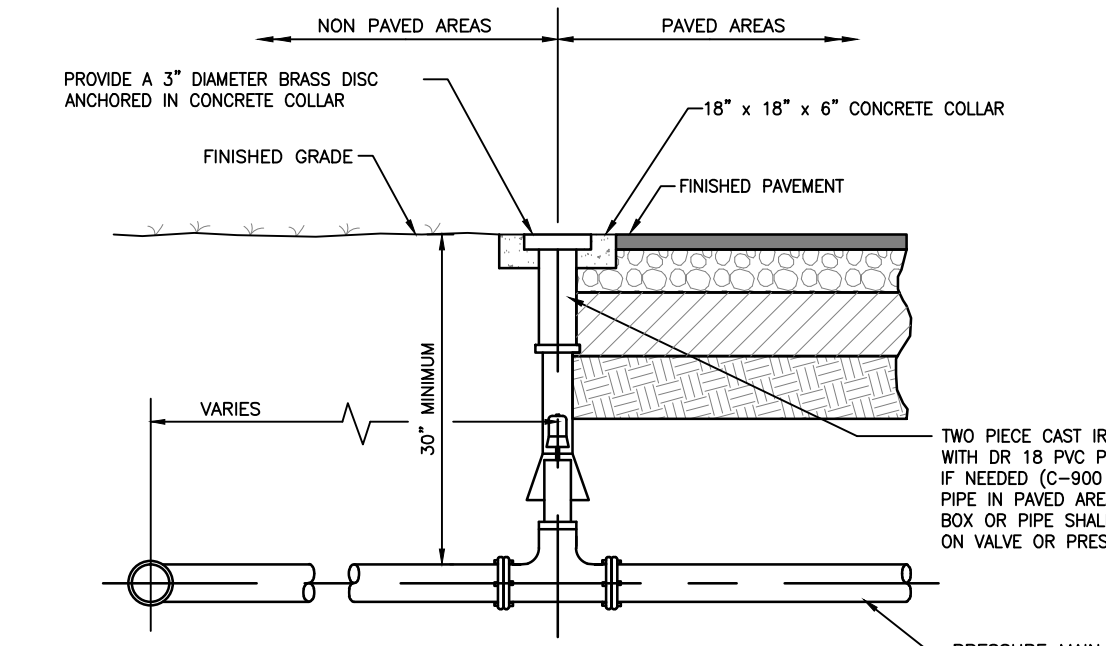


- NOTES:**
- 1.) BACKFILL SHALL BE OF SUITABLE MATERIAL REMOVED FROM EXCAVATION EXCEPT WHERE OTHER MATERIAL IS SPECIFIED. BACKFILL MATERIAL SHALL CONSIST OF EARTH, LOAM, SANDY CLAY, GRAVEL, CRUSHED LIMESTONE, OR OTHER APPROVED MATERIAL. REFER TO TECHNICAL SPECIFICATIONS FOR DETAIL REQUIREMENTS.
  - 2.) IF TRENCH BOTTOM CONTAINS ROCK, THEN A MINIMUM OF A 6" PIPE BEDDING SHALL BE USED.
- 3.) R.O.W. PERMIT STIPULATIONS OVERRIDE THIS DETAIL WHERE TRENCH IS LOCATED WITHIN A COUNTY R.O.W.

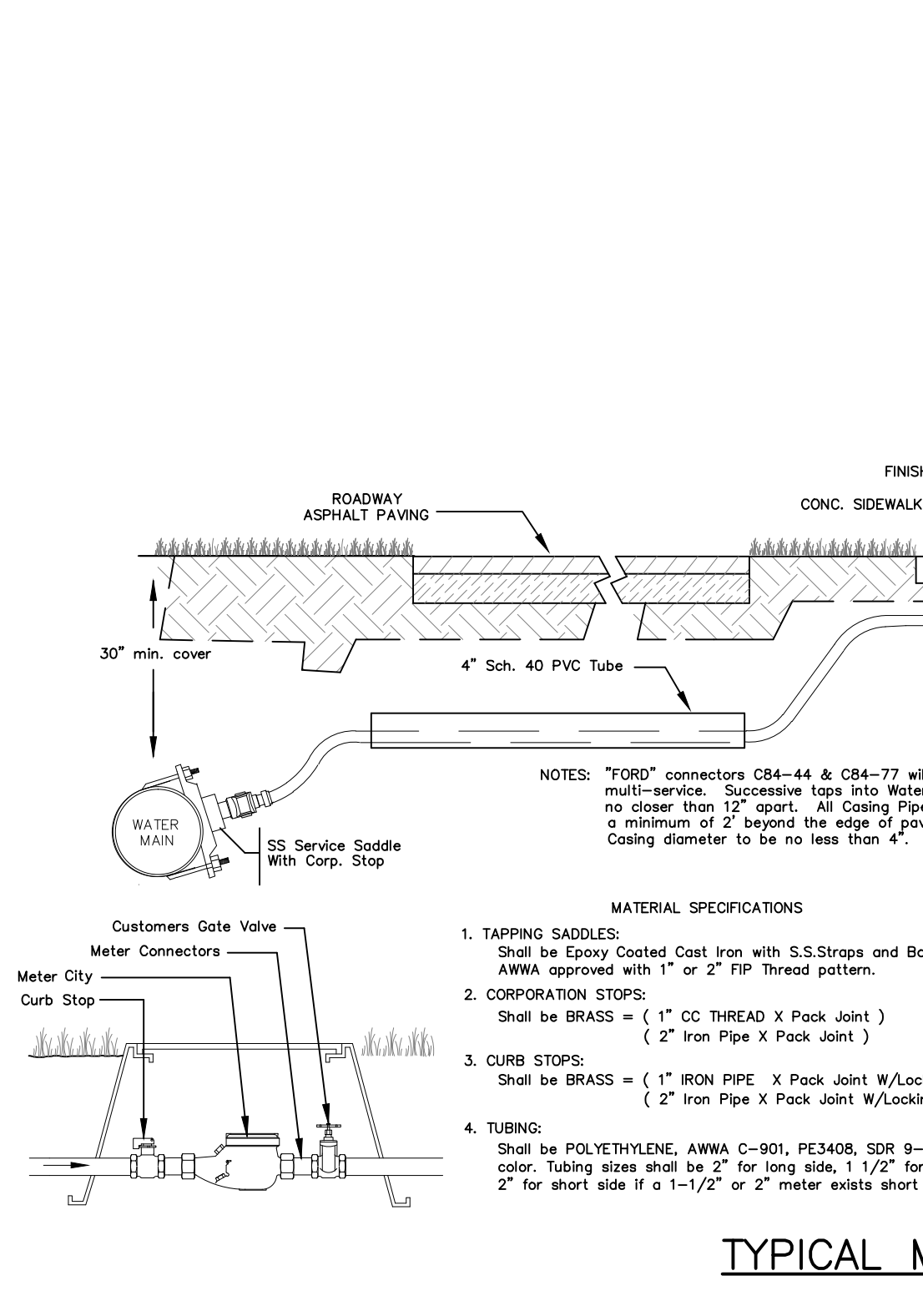
**PAVED AREA TRENCH RESTORATION DETAIL FOR PRIVATE ROADS**  
N.T.S.



- NOTES:**
- 1.) TO BE INSTALLED A MINIMUM OF 12" (INCHES) TO A MAXIMUM OF 30" (INCHES) OVER FINAL FINISHED GRADE, AS MEASURED TO THE LOWEST POINT OF THE RP ASSEMBLY, AND NO CLOSER THAN 12" (INCHES) TO ANY FIXED STRUCTURE.
  - 2.) ALL PIPING FOR ASSEMBLY SHALL BE TYPE "K" COPPER OR BRASS
  - 3.) UNPROTECTED CONNECTIONS ARE PROHIBITED BETWEEN BACKFLOW PREVENTER AND METER.
  - 4.) ADJUSTABLE PIPE STANDS WHERE REQUIRED.
  - 5.) BACKFLOW UNIT REQUIRES INITIAL CERTIFICATION BY CITY OF NAPLES WATER DEPARTMENT Backflow Division.
  - 6.) ALL ABOVE GROUND PIPING INCLUDING ASSEMBLY WILL BE PAINTED RUSTLEUM FEDERAL SAFETY BLUE, DR PER CITY ORDINANCE 66-6694
- MATERIAL SPECIFICATIONS**
- A) REDUCED PRESSURE BACKFLOW PREVENTER, AWWA AND USFCCWR APPROVED FOR USE WITHIN CITY OF NAPLES WATER JURISDICTION.
  - B) STRAINER
  - C) UNIONS (MAY BE PLACED ON VERTICAL RUNS)
  - D) SIZES 3/4" TO 2"
- \*\* ASSEMBLY TO BE INSTALLED AS CLOSE AS POSSIBLE TO METER ON CUSTOMER'S PROPERTY.**

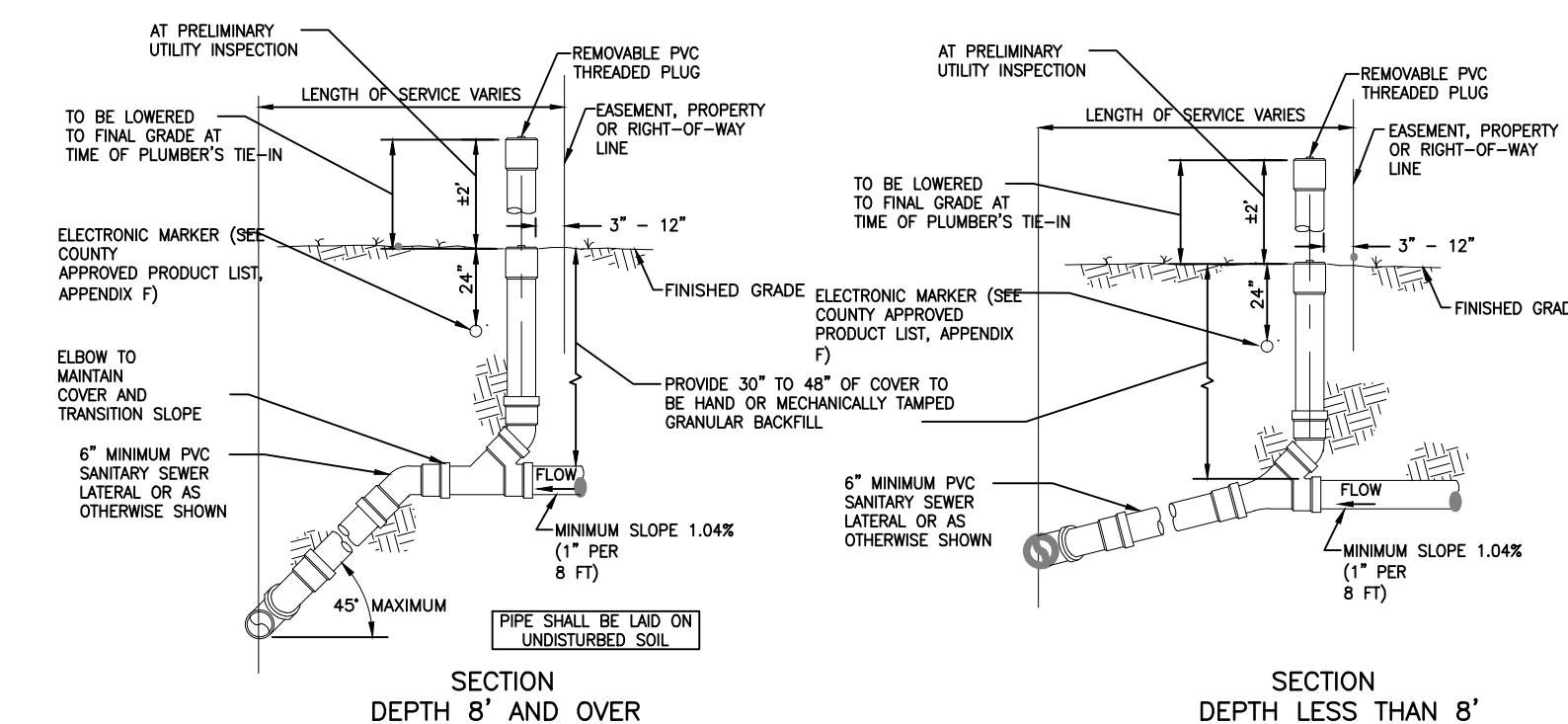


**TYPICAL VALVE SETTING DETAIL**  
N.T.S.

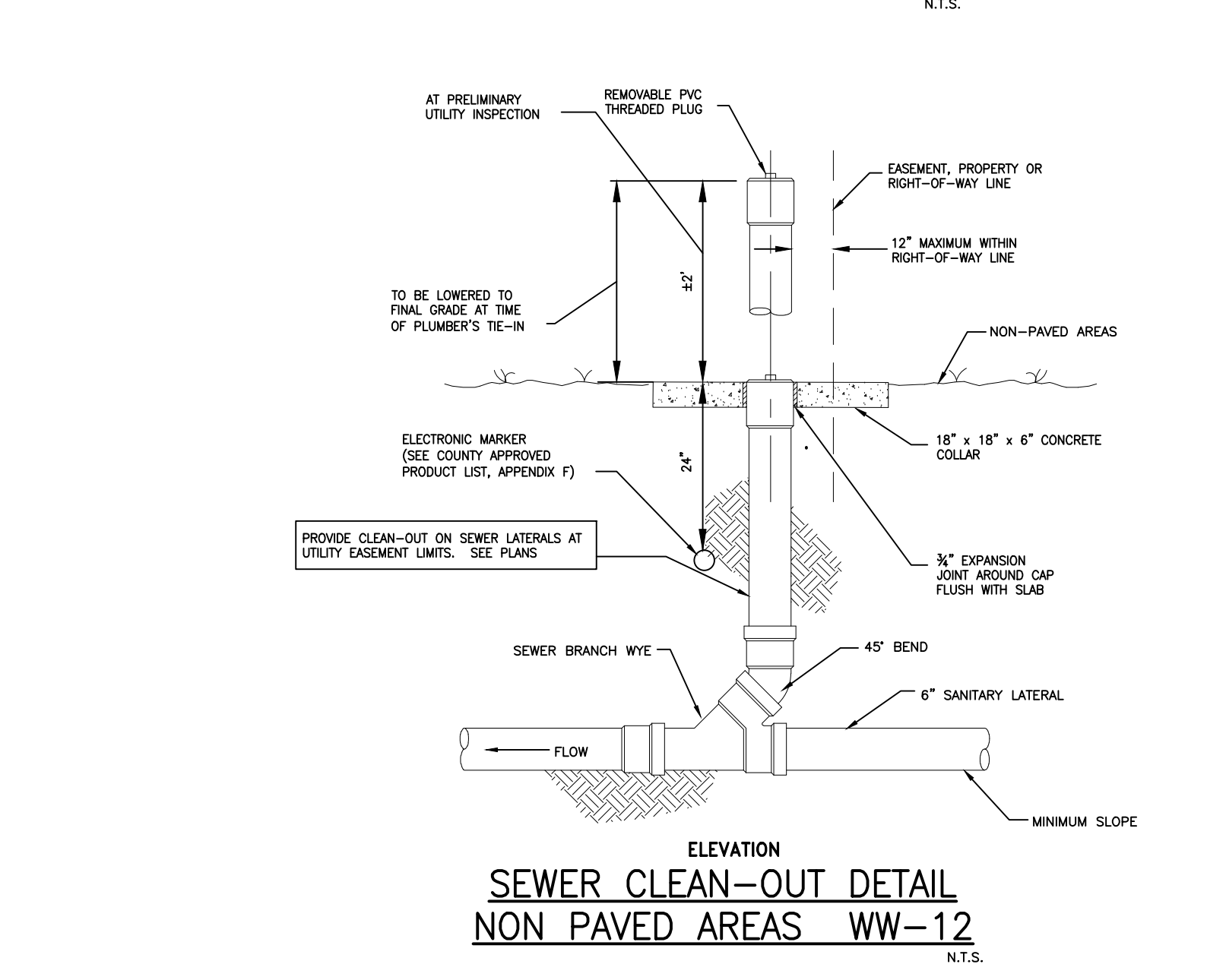


- MATERIAL SPECIFICATIONS**
1. TAPPING SADDLES: Shall be Epoxy Coated Cast Iron with S.S. Straps and Bolts. AWWA approved with 1" or 2" Pipe Thread pattern.
  2. CORPORATION STOPS: Shall be BRASS = ( 1" CC THREAD X Pack Joint ) ( 2" Iron Pipe X Pack Joint )
  3. CURB STOPS: Shall be BRASS = ( 1" IRON PIPE X Pack Joint w/ Locking Wings ) ( 2" Iron Pipe X Pack Joint w/ Locking Wings )
  4. TUBING: Shall be POLYETHYLENE, AWWA C-901, PE3408, SDR 9-200 & blue in color. Tubing sizes shall be 2" for long side, 1 1/2" for short side, and 2" for short side if a 1-1/2" or 2" meter exists short side.
  5. METER BOXES: 5/8" & 3/4" METERS REQUIRE A BROOKS & CARSON # 1419 PLASTIC METER BOX (MAINLY USED IN NONTRAFFIC AREAS) 5/8" & 3/4" METERS REQUIRE A BROOKS & CARSON #37 CONCRETE BOX W/TRAFFIC RATED LID (USED IN TRAFFIC AREAS) 1" & 1 1/2" METERS REQUIRE A BROOKS & CARSON #324 PLASTIC METER BOX (MAINLY USED IN NONTRAFFIC AREAS) 1" METERS REQUIRE A BROOKS & CARSON #38 CONCRETE BOX W/TRAFFIC RATED LID (MAINLY USED IN TRAFFIC AREAS) 1 1/2" METERS REQUIRE A BROOKS & CARSON #66 CONCRETE BOX W/TRAFFIC RATED LID (USED IN TRAFFIC AREAS) 2" METERS REQUIRE A BROOKS & CARSON #1730 PLASTIC METER BOX (MAINLY USED IN NON-TRAFFIC AREAS) 2" METERS REQUIRE A BROOKS & CARSON #66 CONCRETE BOX W/TRAFFIC RATED LID (USED IN TRAFFIC AREAS)
- NOTE:** ANY SUBMETERS DOWNSTREAM OF METER DEPICTED ON THIS DWG. SHALL BE OWNED AND MAINTAINED BY DEVELOPER

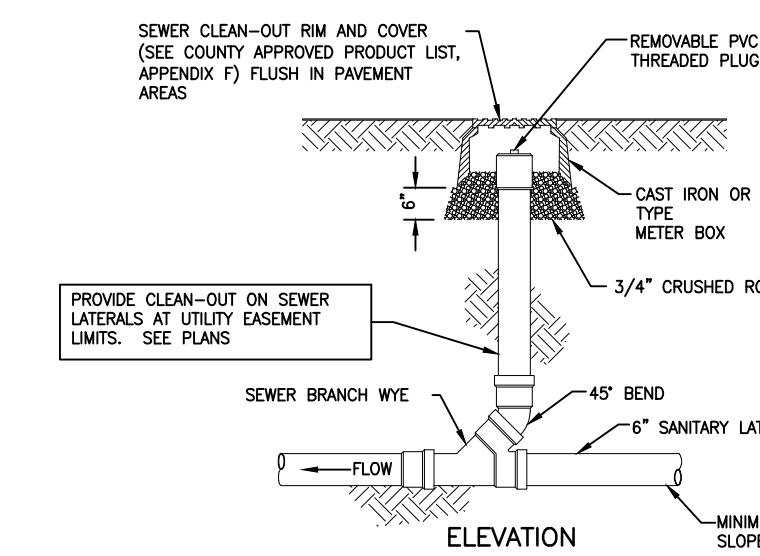
**TYPICAL METER SETTING DETAIL W-13**  
N.T.S.



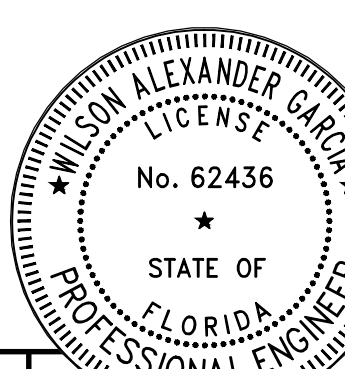
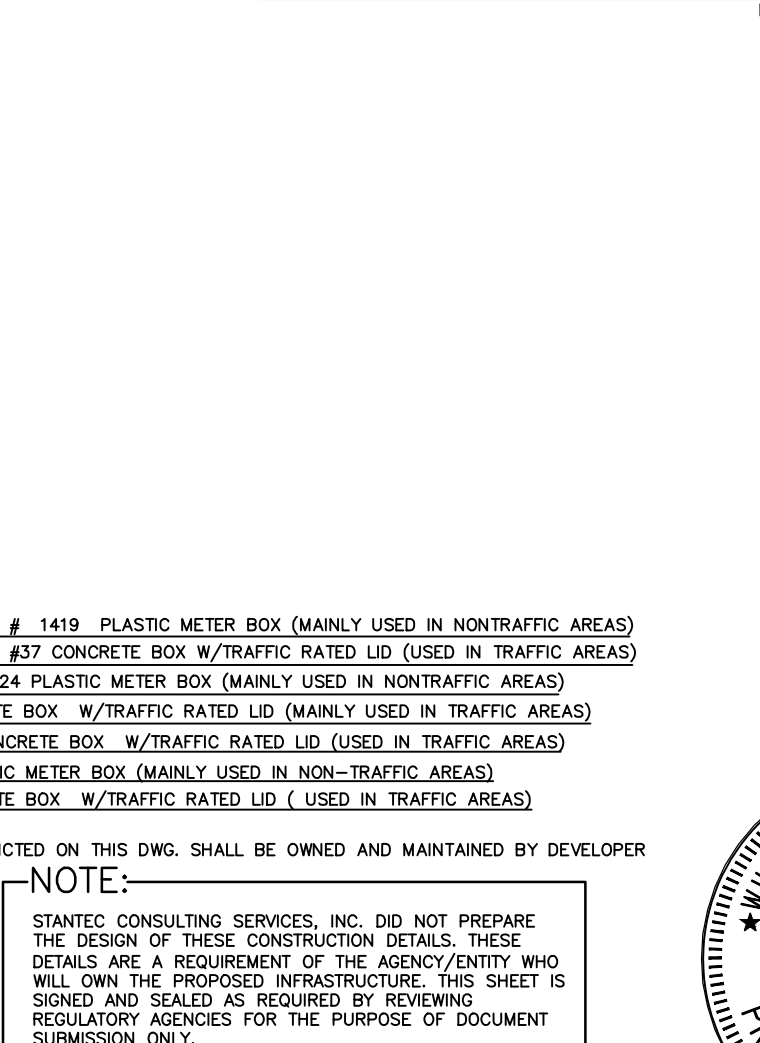
**SEWER CONNECTION DETAILS PROPERTY, RIGHT-OF-WAY OR EASEMENT LINE**  
N.T.S.



**SEWER CLEAN-OUT DETAIL NON PAVED AREAS WW-12**  
N.T.S.



**SEWER CLEAN-OUT DETAIL PAVED AREAS WW-11**  
N.T.S.



<p>30 305 206</p>	<p>COLLER</p>	<p>ISSUE DATE:</p>	<p>ISSUE DESCRIPTION:</p>	<p>3200 Bailey Lane, Naples FL 34105 Phone 239-649-4040 • Fax 239-643-5716 Certificate of Authorization #27013 • www.stantec.com</p>	<p>CITY OF NAPLES CHARLIE ANTHONY PARK</p>	<p>PROJ. START DATE: 3/14/18</p>	<p>TITLE: DETAILS</p>	<p>PROJECT NUMBER: 215614120</p>
<p>REVISION DESCRIPTION</p>	<p>REV. DATE</p>	<p>DRAWN BY / EMP. NO.</p>	<p>SEC - WPG - RJC</p>	<p>LEAD DESIGNER: MDA LEAD TECHNICIAN: MDA</p>	<p>CROSS REF. NUMBER:</p>	<p>HORIZONTAL SCALE: 1" = 20'</p>	<p>VERTICAL SCALE: N/A</p>	<p>SHEET NUMBER: 215614120-001-501UD C-4</p>

# CHARLIE ANTHONY PARK

PREPARED FOR:



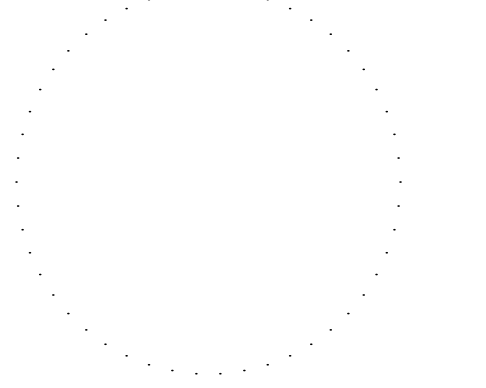
Community Services Department  
280 Riverside Circle  
Naples, Florida 34102

PREPARED BY:



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

PROJECT MANAGER: Kevin Mangan



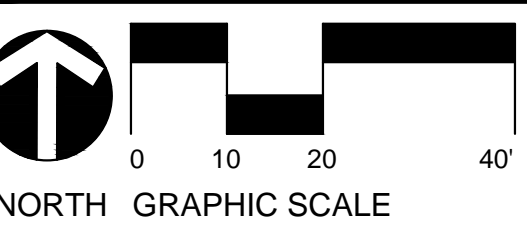
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**Construction Plans  
For Construction Pricing Only**

REV	DATE	DESCRIPTION



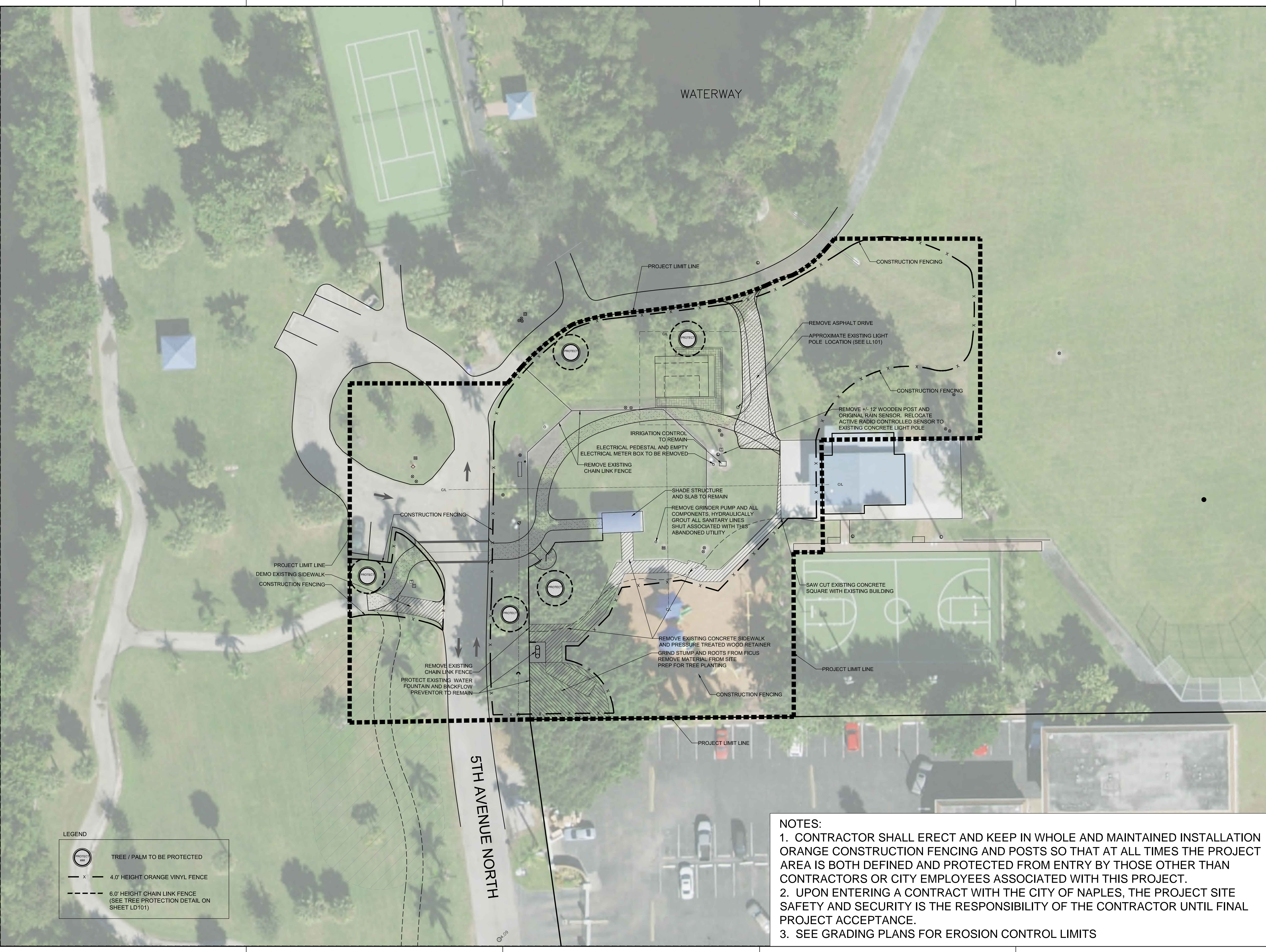
SCALE: 1" = 20'

DATE: AUGUST 8, 2018

PIN: 215614120

## LANDSCAPE DEMOLITION PLAN

# LD101



**LEGEND**

	TREE / PALM TO BE PROTECTED
	4.0' HEIGHT ORANGE VINYL FENCE
	6.0' HEIGHT CHAIN LINK FENCE (SEE TREE PROTECTION DETAIL ON SHEET LD101)

- NOTES:**
- 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.
  - 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.
  - SEE GRADING PLANS FOR EROSION CONTROL LIMITS

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# CHARLIE ANTHONY PARK

PREPARED FOR:



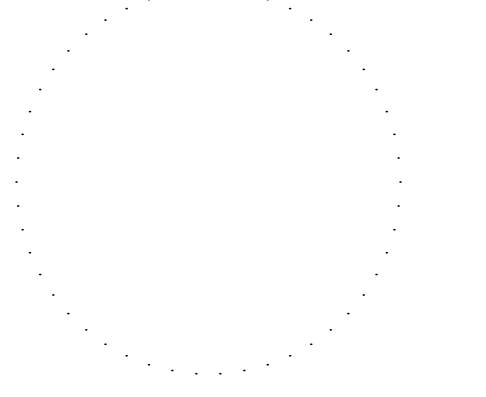
Community Services Department  
280 Riverside Circle  
Naples, Florida 34102

PREPARED BY:

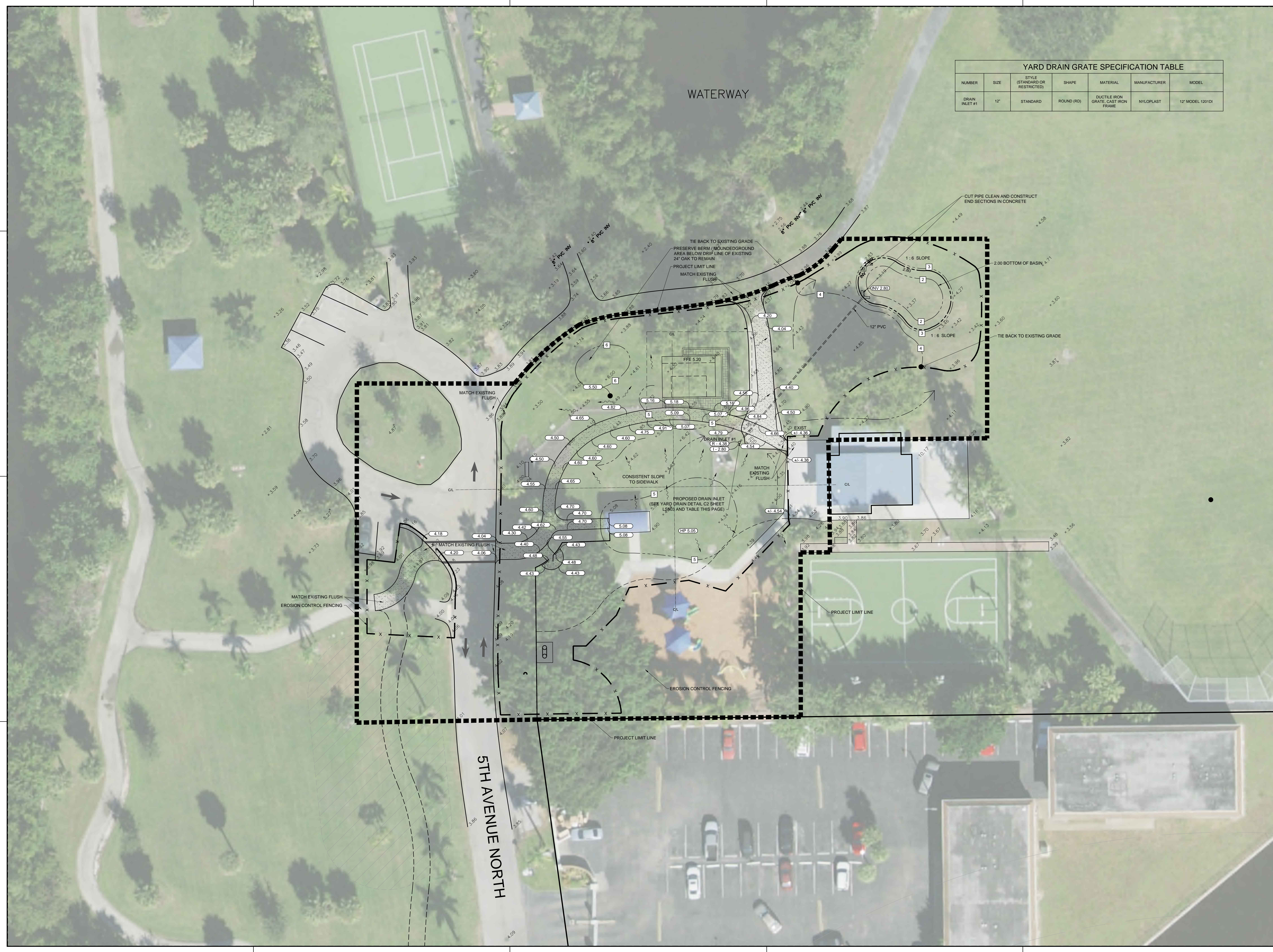


5801 Pelican Bay Blvd., Suite 300, Naples, FL 34108 USA  
www.stantec.com +1.239.649.4040

PROJECT MANAGER: Kevin Mangan



YARD DRAIN GRATE SPECIFICATION TABLE						
NUMBER	SIZE	STYLE (STANDARD OR RESTRICTED)	SHAPE	MATERIAL	MANUFACTURER	MODEL
DRAIN INLET #1	12"	STANDARD	ROUND (RD)	DUCTILE IRON GRATE, CAST IRON FRAME	NYLOPLAST	12" MODEL 1201DI

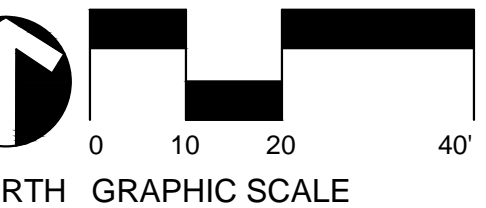


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**Construction Plans  
For Construction Pricing Only**

REV	DATE	DESCRIPTION



SCALE: 1" = 20'

DATE: AUGUST 8, 2018

PIN: 215614120

## TAOS GRADING PLAN

# LG101

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# GENERAL CONSTRUCTION NOTES

- THE CITY OF NAPLES FLORIDA LAND DEVELOPMENT CODE AND ENGINEERING STANDARDS SHALL GOVERN ALL WORKS. ALL APPLICABLE FLORIDA BUILDING CODES AND STATUTES SHALL APPLY
- THE LIMITS OF CONSTRUCTION ARE DEFINED BY THE "PROJECT LIMIT LINE" AS NOTED ON THE DRAWINGS.
- 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.
- 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".
- 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.
- THE PROPOSED CONSTRUCTION SHALL COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE ADA COMPLIANCE HANDBOOK, LATEST EDITION, AND THE FLORIDA ACCESSIBILITY CODE.
- ALL CLEARING AND GRUBBING DEBRIS TO BE REMOVED FROM SITE AND IS PART OF CLEARING AND GRUBBING ITEM.
- 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.
- 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.
- 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.
- REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
- THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- THE CONTRACTOR SHALL VERIFY ALL PLANT COUNTS AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- THE FOLLOWING GUIDELINES SHALL BE UTILIZED TO ENSURE SUCCESSFUL TRANSPLANTING OF TREES :
  - ANY TREE BEING RELOCATED SHALL NOT BE UNNECESSARILY DAMAGED DURING REMOVAL, TRANSPORT OR REPLANTING OF THAT TREE.
  - DURING AND FOLLOWING TRANSPLANTING, THE ROOT BALL SHALL BE KEPT MOIST AT ALL TIMES.
  - TRANSPLANTED TREES SHALL BE BRACED FOR AT LEAST ONE (1) YEAR.
  - TRANSPLANTED TREES SHALL NOT BE FERTILIZED AT PLANTING TIME, BUT SHALL BE WATERED SUFFICIENTLY UNTIL THE TREE GROWTH IS RE-ESTABLISHED.
  - 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.
- 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:
  - 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.
  - 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.
  - 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.
  - MAKE NO ATTACHMENTS, OTHER THAN THOSE OF A PROTECTIVE AND NON-DAMAGING NATURE, TO ANY TREE TO BE RETAINED ON THE SITE.
  - 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.
- 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 COLUMNS AND 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 <sub>c</sub>	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<sub>m</sub> = 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 SEALANT REQUIREMENTS 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

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Naples, Florida 34102

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PROJECT MANAGER: Kevin Mangan

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SCALE: N/A

DATE: AUGUST 8, 2018

PIN: 215614120

# GENERAL CONSTRUCTION NOTES

# LS000

# CHARLIE ANTHONY PARK

PREPARED FOR:



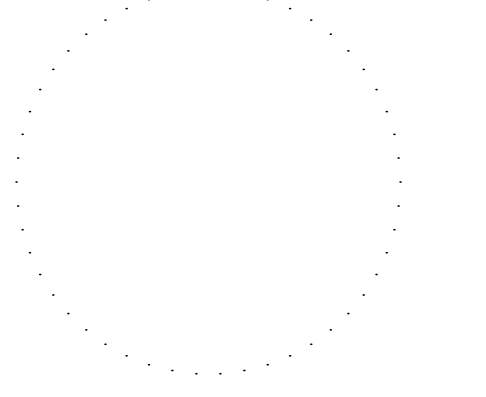
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### "ATTENTION"

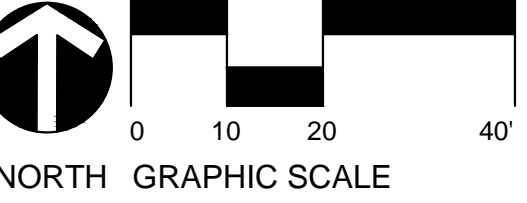
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REV	DATE	DESCRIPTION



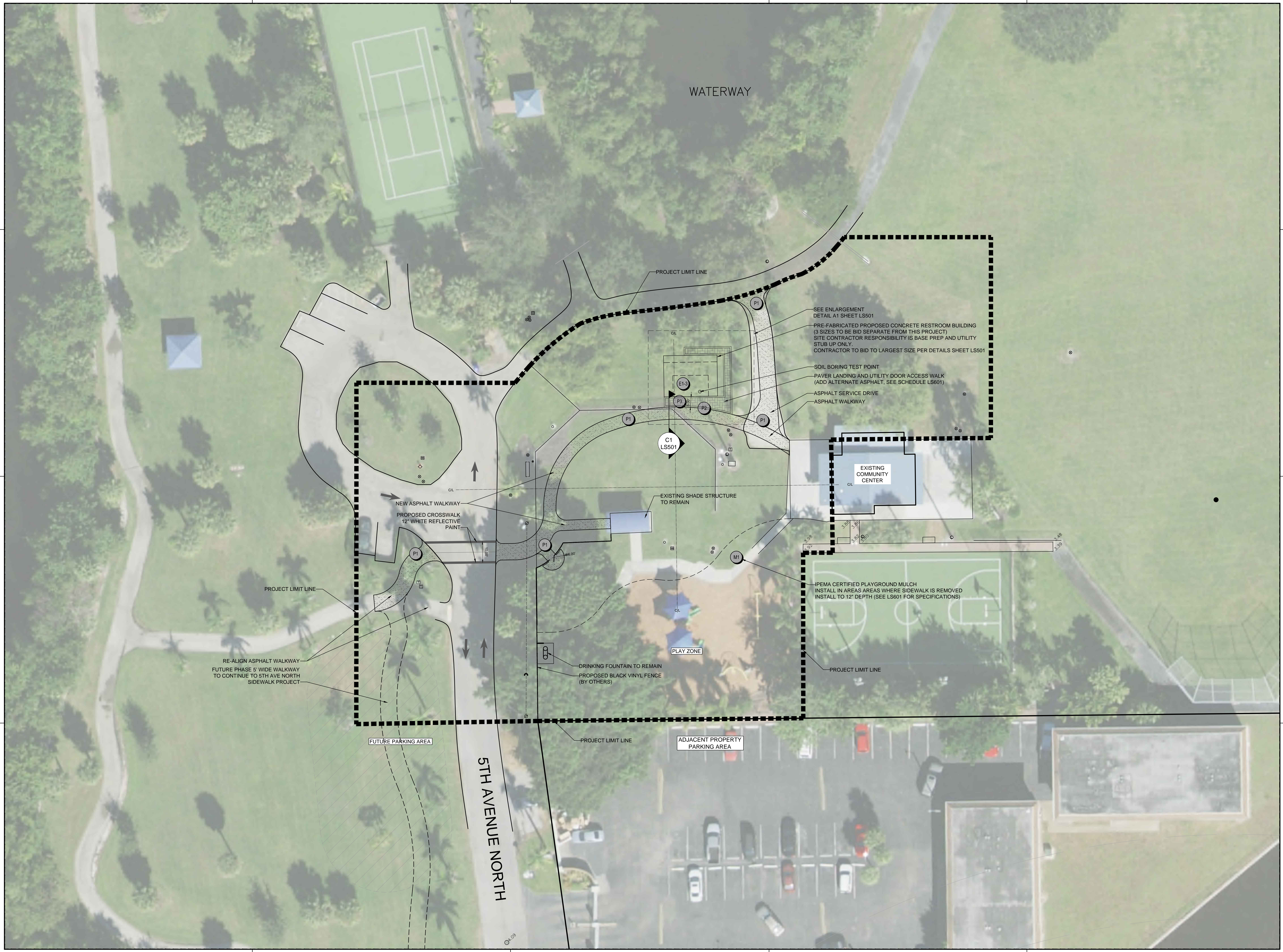
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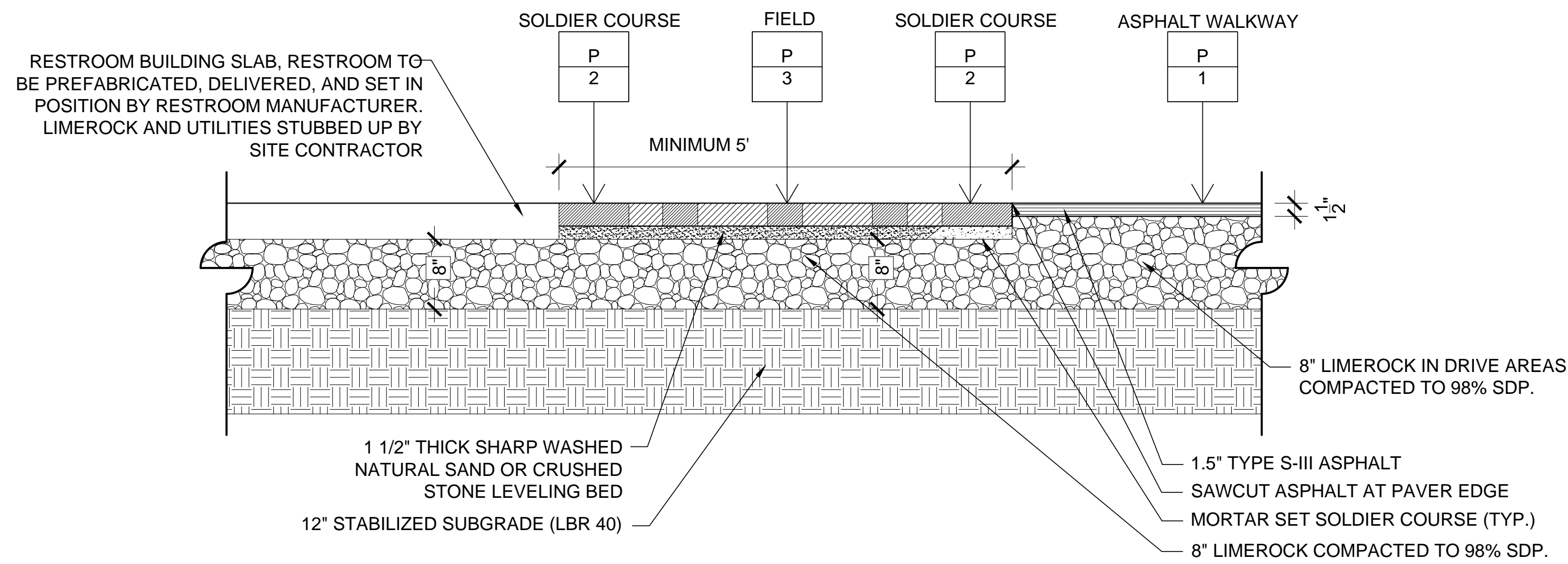
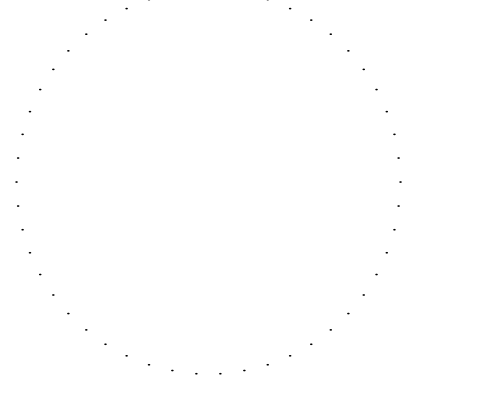
# TAOS SITE PLAN

# LS101



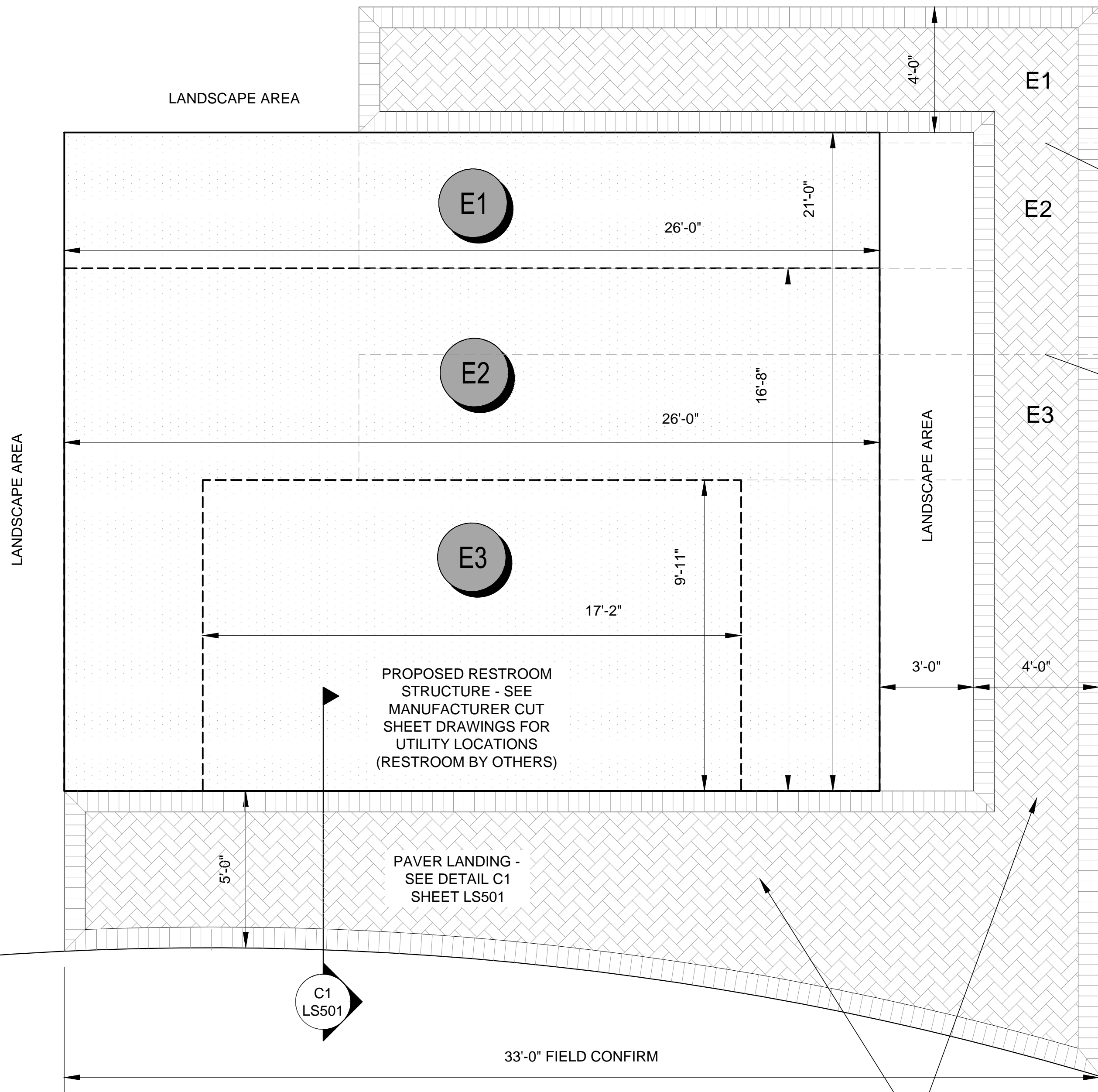
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**Paver to Asphalt Walkway**

**C1** SCALE: 1" = 1'-0"  
DT-Structure/Envy\_Plan



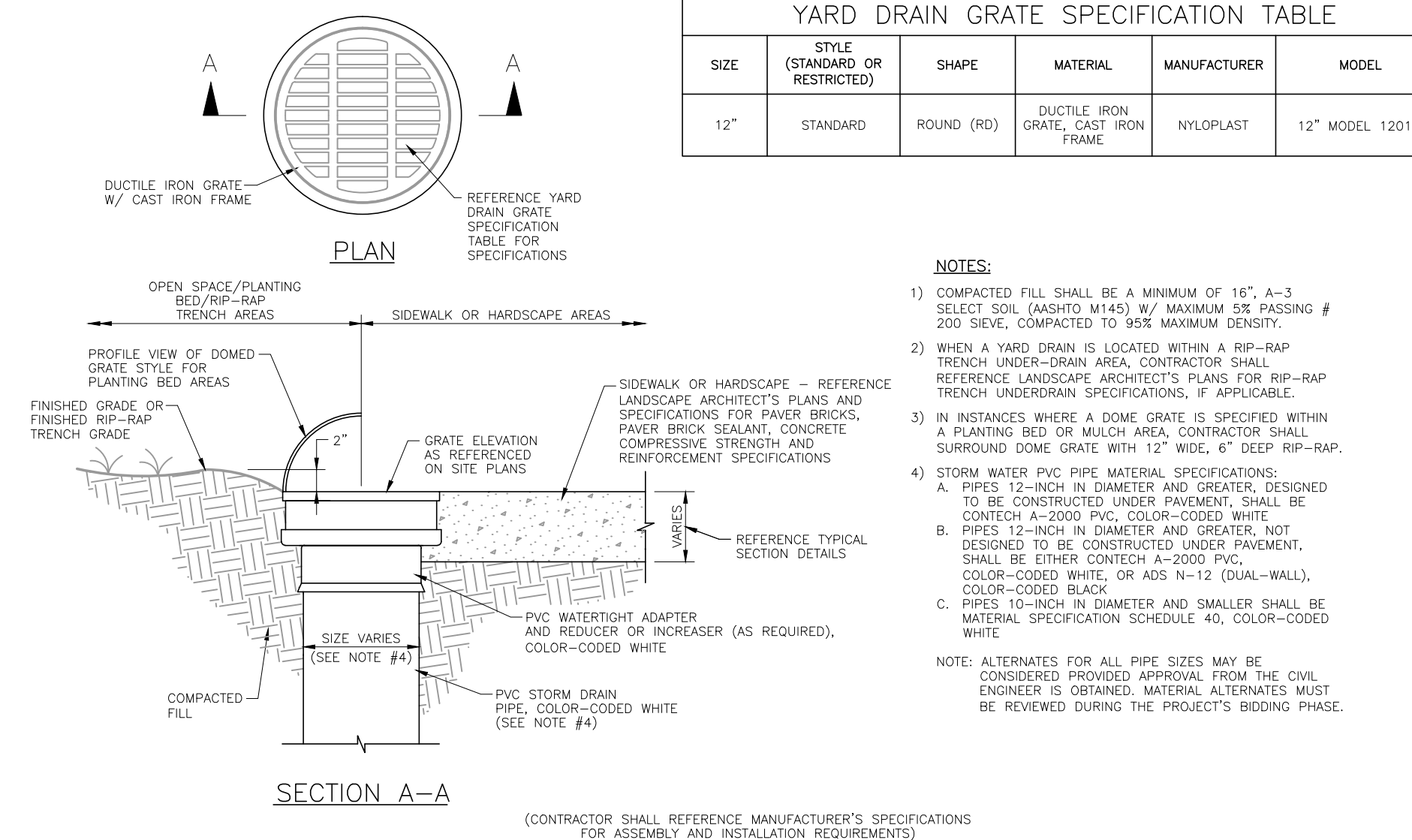
**Proposed Restroom Structure Area Plan - At Grade**

**A1** SCALE: 3/8" = 1'-0"  
DT-Structure/Envy\_Plan

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

LIMITS OF E2 RESTROOM PAVEMENT (DEDUCT 14 SQ FT)

LIMITS OF E2 RESTROOM PAVEMENT (DEDUCT 40 SQ FT)



SIZE	STYLE (STANDARD OR RESTRICTED)	SHAPE	MATERIAL	MANUFACTURER	MODEL
12"	STANDARD	ROUND (RD)	DUCTILE IRON GRATE, CAST IRON FRAME	NYLOPLAST	12" MODEL 1201DI

**NOTES:**

- 1) COMPACTED FILL SHALL BE A MINIMUM OF 16", A-3 SELECT SOIL (ASHSTO M145) W/ MAXIMUM 5% PASSING # 200 SIEVE, COMPACTED TO 90% MAXIMUM DENSITY.
- 2) WHEN A YARD DRAIN IS LOCATED WITHIN A RIP-RAP TRENCH UNDER-DRAIN AREA, CONTRACTOR SHALL REFERENCE LANDSCAPE ARCHITECT'S PLANS FOR RIP-RAP TRENCH UNDERDRAIN SPECIFICATIONS, IF APPLICABLE.
- 3) IN INSTANCES WHERE A DOME GRATE IS SPECIFIED WITHIN A PLANTING BED OR MULCH AREA, CONTRACTOR SHALL SURROUND DOME GRATE WITH 12" WIDE, 6" DEEP RIP-RAP.
- 4) STORM WATER PVC PIPE MATERIAL SPECIFICATIONS:
  - A. PIPES 12-INCH IN DIAMETER AND GREATER, DESIGNED TO BE CONSTRUCTED UNDER PAVEMENT, SHALL BE COATED A-2000 PVC, COLOR-CODED WHITE.
  - B. PIPES 12-INCH IN DIAMETER AND GREATER, NOT DESIGNED TO BE CONSTRUCTED UNDER PAVEMENT, SHALL BE EITHER GENTECH A-2000 PVC, COLOR-CODED WHITE, OR ADS N-12 (DUAL-WALL), COLOR-CODED BLACK.
  - C. PIPES 10-INCH IN DIAMETER AND SMALLER SHALL BE MATERIAL SPECIFICATION SCHEDULE 40, COLOR-CODED WHITE.

NOTE: ALTERNATES FOR ALL PIPE SIZES MAY BE CONSIDERED PROVIDED APPROVAL FROM THE CIVIL ENGINEER IS OBTAINED. MATERIAL ALTERNATES MUST BE REVIEWED DURING THE PROJECT'S BIDDING PHASE.

(CONTRACTOR SHALL REFERENCE MANUFACTURER'S SPECIFICATIONS FOR ASSEMBLY AND INSTALLATION REQUIREMENTS)

**Yard Drain and PVC Riser Detail**

**A4** SCALE: 1" = 1'-0"  
DT-Yard Drain and Riser Detail

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REV	DATE	DESCRIPTION

**SCALE:**

DATE: AUGUST 8, 2018

PN: 215614120

**HARDSCAPE DETAILS**

**LS501**

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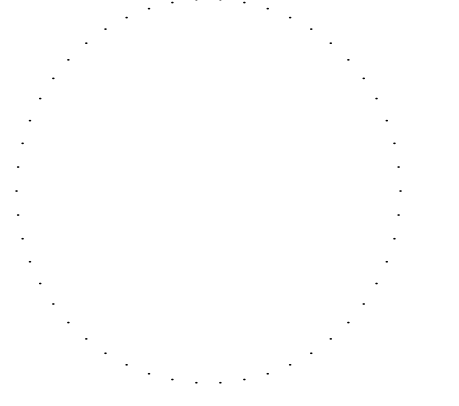
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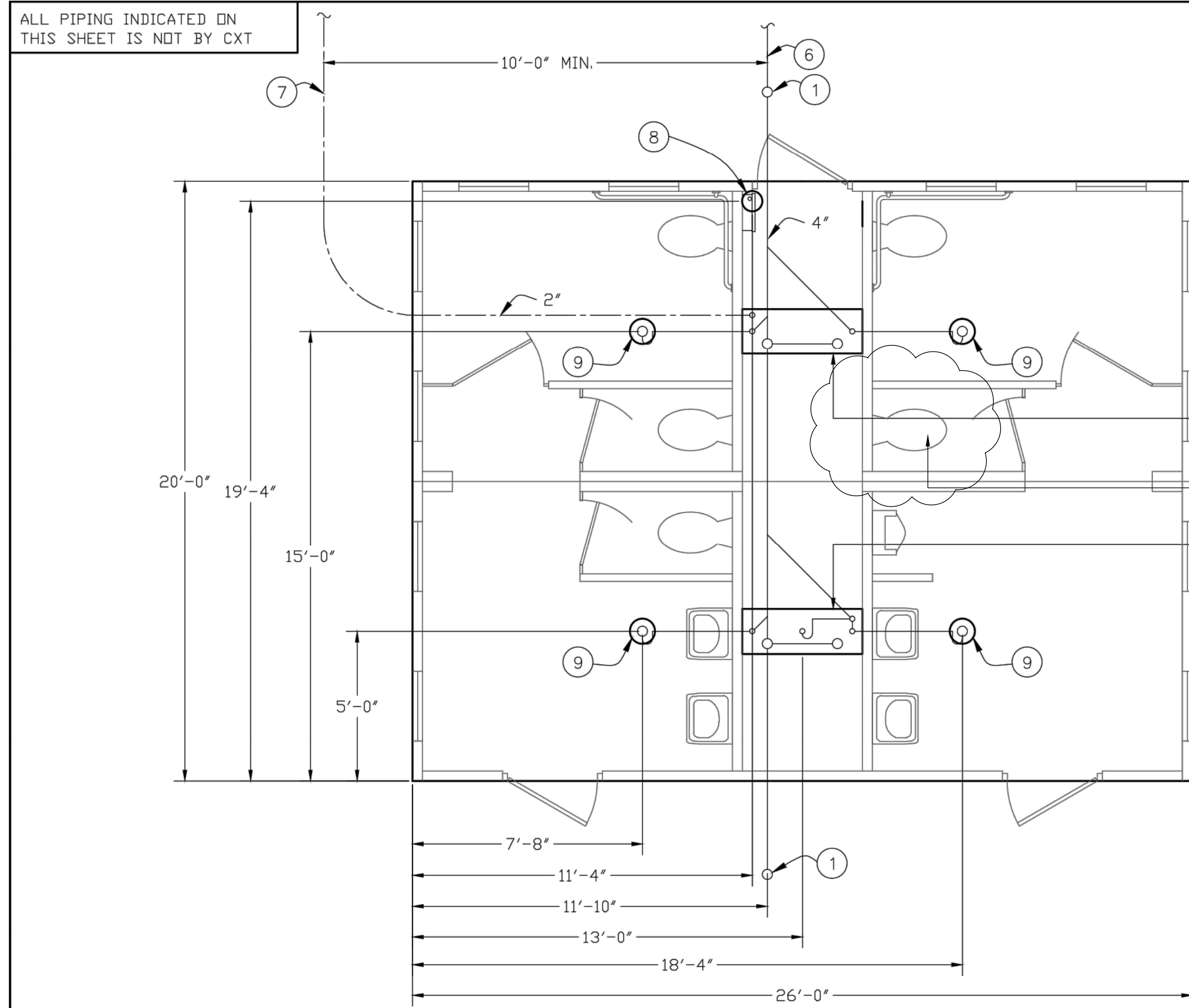


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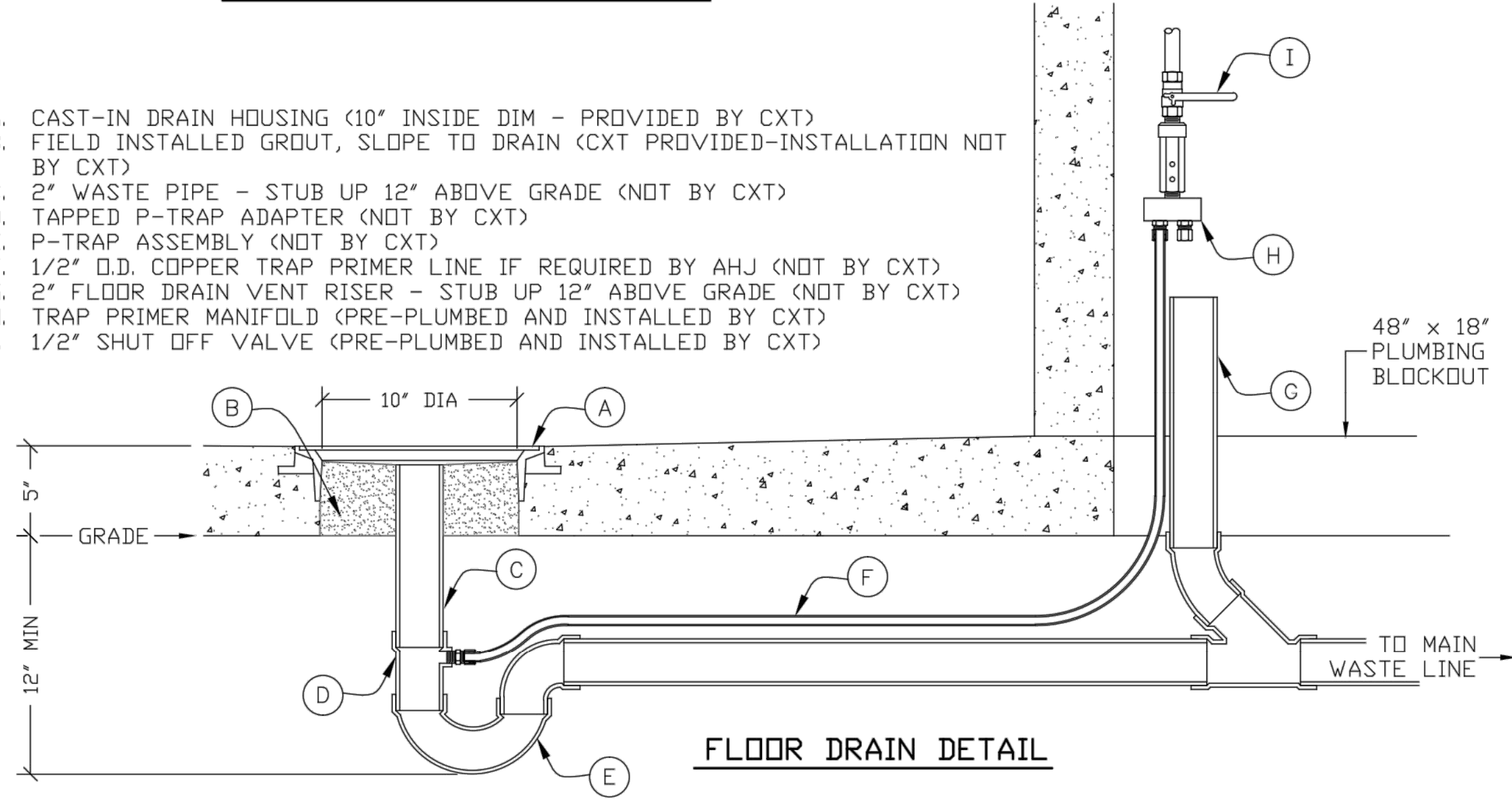


SEE 4'-0" x 1'-6" BLOCKOUT DETAIL "A"  
PROPOSED URINAL  
SEE 4'-0" x 1'-6" BLOCKOUT DETAIL "B"

**FOR REFERENCE ONLY**

**FLOOR DRAIN DETAIL NOTES**

- A. CAST-IN DRAIN HOUSING (10" INSIDE DIM - PROVIDED BY CXT)
- B. FIELD INSTALLED GROUT, SLOPE TO DRAIN (CXT PROVIDED-INSTALLATION NOT BY CXT)
- C. 2" WASTE PIPE - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- D. TAPPED P-TRAP ADAPTER (NOT BY CXT)
- E. P-TRAP ASSEMBLY (NOT BY CXT)
- F. 1/2" O.D. COPPER TRAP PRIMER LINE IF REQUIRED BY AHJ (NOT BY CXT)
- G. 2" FLOOR DRAIN VENT RISER - STUB UP 12" ABOVE GRADE (NOT BY CXT)
- H. TRAP PRIMER MANIFOLD (PRE-PLUMBED AND INSTALLED BY CXT)
- I. 1/2" SHUT OFF VALVE (PRE-PLUMBED AND INSTALLED BY CXT)



**FLOOR DRAIN DETAIL**

**BELOW FLOOR PIPING - KEY NOTES**

1. 4" CLEAN OUT TO GRADE.
2. 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (1'-6"x4'0" BLOCKOUT)
3. 2" VENT PIPES EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (1'-6"x4'0" BLOCKOUT)
4. 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (1'-6"x4'0" BLOCKOUT)
5. 2" TYPE K ANNEALED "SOFT" COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE CAP AT END. (1'-6"x4'0" BLOCKOUT)
6. 30" MIN. BURY, PROVIDE TRACER TAPE.
7. MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
8. ELECTRICAL STUB UP, (8" DIA BLOCKOUT)
9. 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY AUTHORITY HAVING JURISDICTION. (10" DIA BLOCKOUT)

**PIPING LEGEND**

- 2" TYPE "K" ANNEALED "SOFT" COPPER WATER SERVICE
- BELOW FLOOR WASTE PIPING SCH 40 ABS TYPE DWV
- BELOW FLOOR VENT PIPING SCH 40 ABS TYPE DWV

3808 N. Sullivan Bldg. #7 Spokane, WA 99216

901 N. Highway 77 Hillsboro, TX 76645

PROJECT TITLE  
**TAOS**  
CXT STANDARD BUILDING

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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	3/16"=1'-0"	DATE	04-30-16
DRAWN	FILE NO.	FOR REF	
CHECKED	PLOT	64	

FLOOR DRAIN LOCATION & BELOW FLOOR PIPING  
DWG NO. TA-28 SHEET REV.

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Construction Plans  
For Construction Pricing Only

REV	DATE	DESCRIPTION

SCALE:  
DATE: AUGUST 8, 2018  
PIN: 215614120

UTILITY STUB CUTSHEET

**LS502**

MATERIAL and FINISHES SCHEDULE

SYMBOL	SPECIFICATION	MOCK-UP SAMPLE REQ'D.	COLOR	FINISH / SIZE	SEALER	MANUFACTURER	CONTACT / SUPPLIER
<b>MULCH</b>							
M1	IPEMA CERTIFIED PLAYGROUND MULCH	YES SAMPLE	BROWN (CONFIRM TO MATCH EXISTING)	PLAYGROUND SAFETY MULCH		BLISS PRODUCTS AND SERVICES, INC PLAYSAFE PLUS MULCH PRODUCT	6831 S. SWEETWATER RD. LITHIA SPRINGS, GA 30122 (800)248-2547 CONTACT: JIM CARRUTHERS
<b>PAVEMENT</b>							
P1	ASPHALT PAVEMENT	NO	N/A	PROPOSED SITE PATHWAYS - 3200 SQFT	N/A	N/A	GENERAL CONTRACTOR
P2	CONCRETE PAVER <i>RESTROOM ENTRANCE / WALKWAY SOLDIER COURSE</i>	YES SAMPLE	CAPPUCINO	4" x 8" x 2 3/8" - 4X8 SERIES CONCRETE PAVER 8" WIDE SOLDIER COURSE SAMPLE / MOCK-UP REQUIRED	Gator Seal Signature Natural Look	TREMRON 2403 TRADE CENTER WAY #7 NAPLES, FL 34109	JOHN REDFERN (239) 340-5872
P3	CONCRETE PAVER <i>RESTROOM ENTRANCE / WALKWAY FIELD</i>	YES SAMPLE	SIERRA	4" x 8" x 2 3/8" - 4X8 SERIES CONCRETE PAVER 90 DEGREE HERRINGBONE PATTERN SAMPLE / MOCK-UP REQUIRED	Gator Seal Signature Natural Look	TREMRON 2403 TRADE CENTER WAY #7 NAPLES, FL 34109	JOHN REDFERN (239) 340-5872
P4	(ALT #1) ASPHALT WALKWAY <i>RESTROOM ENTRANCE / WALKWAY SOLDIER COURSE</i>	NO	N/A	PROPOSED RESTROOM ENTRANCE / WALKWAY - 374 SQFT	N/A	N/A	GENERAL CONTRACTOR

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 REMEDIAL 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 THIS 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:



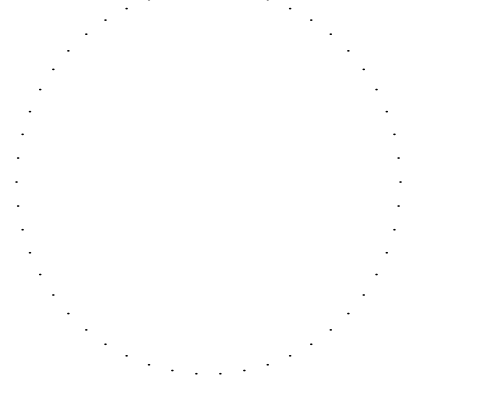
Community Services Department  
280 Riverside Circle  
Naples, Florida 34102

PREPARED BY:



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

PROJECT MANAGER: Kevin Mangan



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Construction Plans  
For Construction Pricing Only

REV	DATE	DESCRIPTION

SCALE:

DATE: AUGUST 8, 2018

PIN: 215614120

MATERIALS AND FINISHES

LS601

# CHARLIE ANTHONY PARK

PREPARED FOR:



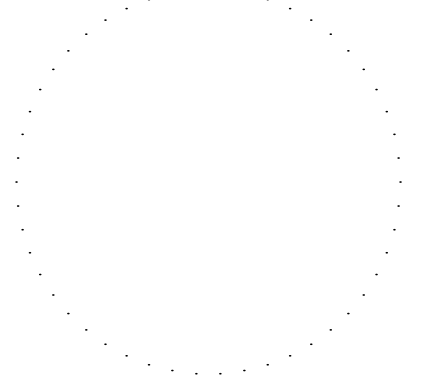
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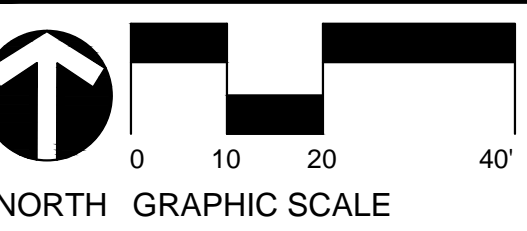
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**Construction Plans  
For Construction Pricing Only**

REV	DATE	DESCRIPTION
1		
2		
3		
4		



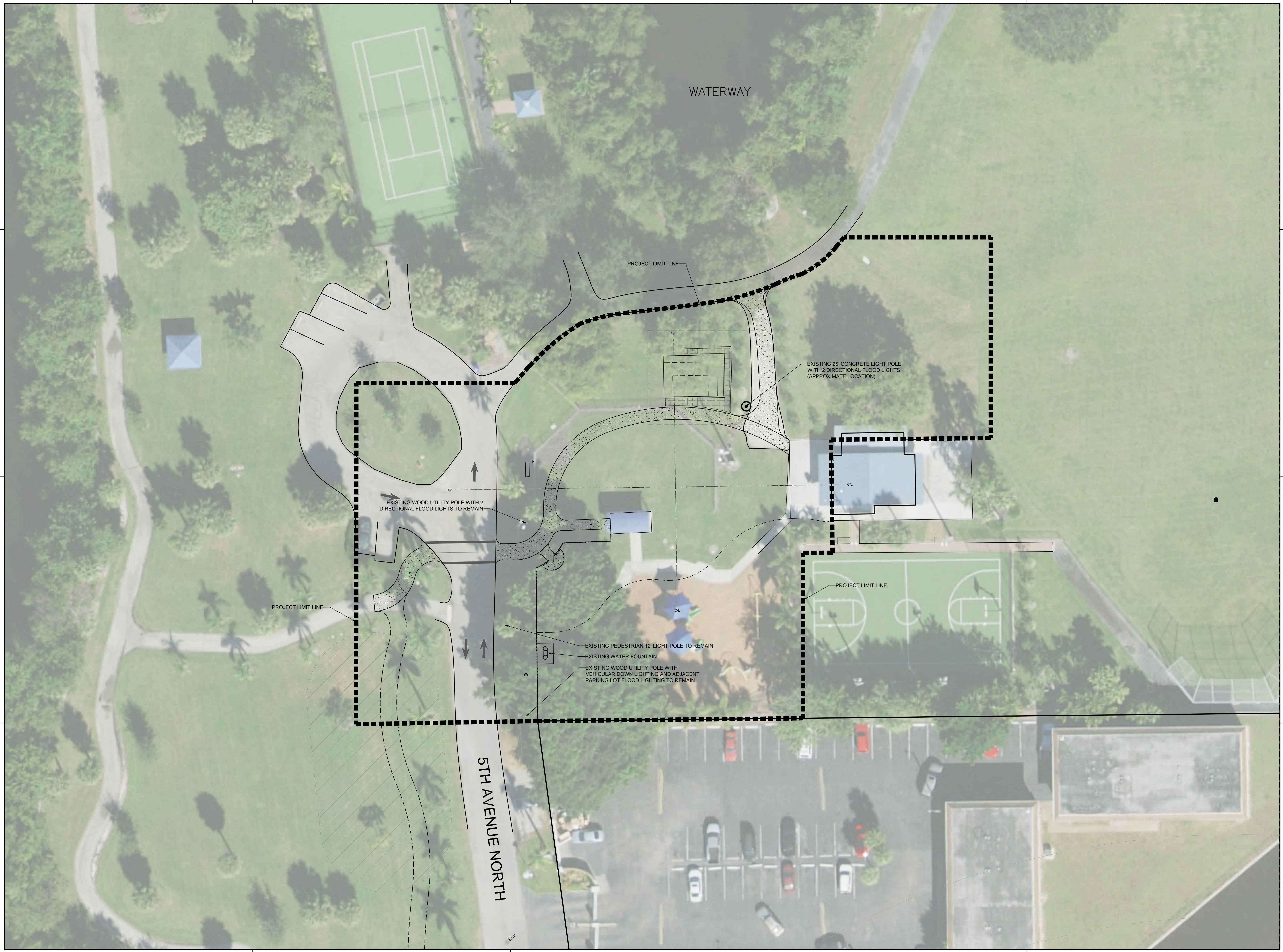
SCALE: 1" = 20'

DATE: AUGUST 8, 2018

PIN: 215614120

## LIGHTING PLAN

# LL101



24.4.36 Inroad 07 August 2018 11:30am V:\215614120\landscaping\drawings\sheet\LL101.dwg Layout - LL101  
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### 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 NOT BE MADE WITH FRACTIONAL HOLE ENLARGING DRILL BITS.

**USE OF PVC CONDUIT AND FITTINGS IN NEMA 3, 3R, 4, 4X & 12 METALLIC ENCLOSURES.** THE FOLLOWING METHODS OF INSTALLATION SHALL BE PERMITTED WITH PVC CONDUIT AND FITTINGS IN (a), (b), (c) or (d) BELOW.

a) CONDUIT ENTRIES IN BOTTOM OF ENCLOSURES (BOXES, WIREWAYS AND AUXILIARY GUTTERS) SHALL BE MADE WITH MALE ADAPTOR, AND LOCKNUT SECURED TO THE ENCLOSURE (UL 651, SECTION 1.5), PLASTIC BUSHING

b) CONDUIT ENTRIES IN THE TOP OR SIDE OF ENCLOSURES (BOXES, WIREWAYS AND AUXILIARY GUTTERS) 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 UNINSULATED LIVE PARTS (SEE NFPA 70, SECTION 512) SHALL BE MADE WITH ACCEPTABLE RAINTIGHT HUB. AN ACCEPTABLE RAINTIGHT HUB IS A HUB MADE BY THE ENCLOSURE MANUFACTURER OR A WATER TIGHT THREADED HUB

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

NO ENTRIES SHALL BE MADE IN THE TOP OF ENCLOSURES WITH UNINSULATED LIVE PARTS

PVC JUNCTION BOX ADAPTORS ARE NOT PERMITTED (UL 651, SECTION 1.5.1)

**OTHER CONDUIT ENTRIES IN NEMA 3, 3R, 4, 4X & 12 METALLIC 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 RAINTIGHT COMPRESSION CONNECTORS AND LOCKNUT SECURED TIGHTLY TO THE ENCLOSURE.

b) ENTRIES IN THE SIDE OF ENCLOSURES (BOXES, WIREWAYS AND AUXILIARY GUTTERS) 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 BRIDGEPORT RT2 SERIES

2) RIGID STEEL AND IMC CONDUIT AND NIPPLES WITH SEALING LOCKNUTS INSTALLED OUTSIDE OF ENCLOSURE AND LOCKNUT WITHIN ENCLOSURE, PLASTIC BUSHING.

3) ENTRIES IN THE TOP AND SIDE OF ENCLOSURES ABOVE THE LEVEL OF UNINSULATED LIVE PARTS (SEE NFPA 70, SECTION 512) SHALL BE MADE WITH ACCEPTABLE RAINTIGHT HUB. AN ACCEPTABLE RAINTIGHT HUB IS A HUB MADE BY THE ENCLOSURE MANUFACTURER OR A WATER TIGHT THREADED HUB.

a) NEMA 3 AND 3R STEEL ENCLOSURE SHALL USE THREADED HUBS EQUAL TO COOPER CROUSE-HINDS SCRU-TITE HUB 'ST' SERIES, OR GROUND HUB 'STG' ZINC OR MALLEABLE IRON CONDUIT HUB

b) NEMA 3 AND 3R ALUMINUM ENCLOSURE SHALL USE THREADED HUBS EQUAL TO COOPER CROUSE-HINDS SCRU-TITE HUB 'STA' SERIES, OR GROUND HUB 'STGA' ALUMINUM HUB

c) NEMA 4X STAINLESS STEEL ENCLOSURE SHALL USE THREADED HUBS EQUAL TO COOPER CROUSE-HINDS SCRU-TITE HUB 'STTG' SERIES

### ELECTRICAL SPECIFICATIONS

1. THE GENERAL CONDITIONS OF THE CONTRACT, CURRENT EDITION, ARCHITECT IN STANDARD 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 ITEM. REJECTED PRODUCT SUBMITTALS SHALL REQUIRE CONTRACTOR TO RESUBMIT FOR A SECOND REVIEW.

SUBMITTALS NOT APPROVED OR MISSING 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 NEAT AND WORKMANLIKE MANNER, PLUMB AND LEVEL, COORDINATED WITH ALL OTHER TRADES, IN COMPLIANCE WITH THE 2014 EDITION NFPA 70 NATIONAL ELECTRIC CODE, THE 2015 NFPA 70E STANDARD 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 TRADESMAN WITH A MINIMUM CERTIFICATE OF COMPETENCY JOURNEYMAN ELECTRICIAN FOR THIS PROJECT. ENGINEERING STAFF WHEN VISITING THE SITE MAY REQUEST EVIDENCE OF LICENSE HOLDER. IF A LICENSE HOLDER IS NOT ON SITE WITH LIKE TRADESMEN AND/OR THE ENGINEER OBSERVES MANNER OF WORK NOT COMPLYING WITH (2A) 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 FURNISH AND INSTALL ALL ITEMS 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. BIDDERS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS SURROUNDING THE WORK. IN SOME AREAS, EXISTING PLANS ARE NON-EXISTENT OR VAGUE. IT SHALL BE THE RESPONSIBILITY OF THE BIDDERS TO VISIT THE SITE OF THE WORK AND ACQUANT THEMSELVES WITH ALL AVAILABLE INFORMATION REGARDING THE LOCATION OF ALL EXISTING FACILITIES. FAILURE OF THE BIDDERS TO SO INFORM THEMSELVES OF EXISTING CONDITIONS AND TO INCLUDE IN THEIR PROPOSALS A SUM SUFFICIENT TO COVER SAME WILL NOT ENTITLE THEM TO AN EXTRA.

8. SHOULD ELECTRICAL WORK BE INSTALLED WHICH INTERFERES 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 QUALIFY AS NEAT AND WORKMANLIKE. TO BE CORRECTED PRIOR TO SUBSEQUENT INSPECTION.

11. EQUIPMENT SHALL BE INSTALLED ABOVE THE BASE FLOOD ELEVATION. SERVICE DISCONNECT(S) AND BREAKERS USED AS SWITCHES ABOVE 6'-7" SHALL BE ACCESSIBLE FROM FLOOR OR WORKING PLATFORM 30" WIDTH, 36" DEPTH WORK SPACE IN FRONT OF EQUIPMENT.

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

13. UPON COMPLETION OF THE WORK, THIS CONTRACTOR SHALL REMOVE ALL RUBBISH CAUSED BY HIS WORK AND SHALL THOROUGHLY CLEAN ALL ELECTRICAL 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. MOTOR STARTERS AND CONTROLS FURNISHED BY THE MECHANICAL CONTRACTOR SHALL BE INSTALLED BY THE ELECTRICAL CONTRACTOR. ALL CIRCUIT WIRING OF MECHANICAL CONTRACTORS EQUIPMENT SHALL BE INSTALLED AND TERMINATED BY THE MECHANICAL CONTRACTOR, THE E.C. SHALL PROVIDE POWER SUPPLY WIRING.

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

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

19. DISTRIBUTION PANELS, PANELBOARDS, AND TRANSFORMERS SHALL BE IDENTIFIED USING ENGRAVED, LAMINATED ACRYLIC OR MELANINE LABEL WITH LETTERS ON BLACK BACKGROUND, LETTER HEIGHT TO BE 3/8" AFFIXED TO COVER.

20. DISCONNECTS, STARTERS, MOTOR CONTROL CENTERS SHALL BE IDENTIFIED WITH EQUIPMENT SERVED AND PANEL/CIRCUIT NUMBER. (EXAMPLE: AHU-1 (8-26.28))

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, FIELD ALTERED, OR SUBSTANDARD HARDWARE SHALL BE CORRECTED OR REPLACED AT CONTRACTORS COST. THE ENGINEER SHALL DEEM WHICH FIELD ALTERED PRODUCTS SHALL BE REPLACED

23. ALL ELECTRICAL DEVICES SHALL BE NEW, SPECIFICATION GRADE AND BE LISTED FOR USE BY U.L. OR AN EQUAL TESTING LABORATORY.

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

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

26. CONNECTIONS TO ELECTRICAL EQUIPMENT EXPOSED TO WEATHER SHALL BE MADE WITH WATER TIGHT FITTINGS AND BE NEMA 3R RATED.

27. SERIES-RATING OF CIRCUIT BREAKERS SHALL BE PERMITTED WHERE LISTED FOR USE WITH SAME MANUFACTURER, FULLY-RATED CIRCUIT BREAKERS SHALL BE USED WITH MIXING MANUFACTURER TYPES. CIRCUIT BREAKERS PROTECTING HVAC EQUIPMENT SHALL BE HACR RATED. (EQUIPMENT IS SPECIFIED TO MEET THESE REQUIREMENTS)

28. VERIFY AND COMPLY WITH ALL REQUIREMENTS OF POWER COMPANY, TELEPHONE & CABLE COMPANIES PRIOR TO INSTALLATION.

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

30. ALL CIRCUIT BREAKERS, TWO AND THREE POLE, TO BE COMMON TRIP NO THE HANDLES, "TANKERS" OR "WATER BREAKERS" WILL NOT BE ACCEPTED

31. THE FIRE ALARM CONTRACTOR SHALL PROVIDE SHOP DRAWINGS, PERMIT(S) AND PAY ALL FEES ASSOCIATED WITH HIS WORK.

NOTE: LISTED FITTINGS FOR METALLIC ENCLOSURES ARE PVC MALE ADAPTORS WITH LOCKNUTS. SEE UL-651 SECTION

1.5.1 JUNCTION-BOX ADAPTORS 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 INTERNALLY-THREADED ADAPTORS COVERED BY THESE REQUIREMENTS ARE FITTINGS INTENDED FOR JOINING A LENGTH OF RIGID PVC CONDUIT, A PVC ELBOW TO RIGID METAL CONDUIT OR OTHER EXTERNALLY THREADED DEVICES.

1.5.3 EXTERNALLY-THREADED ADAPTORS (ALSO REFERRED TO AS TERMINAL ADAPTORS) COVERED BY THESE REQUIREMENTS ARE FITTINGS INTENDED TO JOIN A LENGTH OF RIGID PVC CONDUIT OR ELBOW TO:

- a) THE KNOCKOUT AREA OF A METAL BOX WITH A METAL LOCKNUT.
- b) A THREADED METAL HUB OR FITTING OF A METAL BOX.
- c) A THREADED HUB ON A PHENOLIC BOX
- d) A KNOCKOUT IN A PHENOLIC BOX

### 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 VE PROPOSAL MUST MAINTAIN THE ESSENTIAL FUNCTIONS AND CHARACTERISTICS OF THE FACILITY INCLUDING BUT NOT LIMITED TO SAFETY, SERVICE LIFE, EASE OF MAINTENANCE, AND APPEARANCE.

C. THE CONTRACTOR'S CONCEPTUAL VE PROPOSAL WILL BE SUBMITTED, THROUGH THE ARCHITECT TO THE ENGINEER FOR REVIEW, PRIOR TO SUBMISSION TO THE OWNER.

D. IF APPROVED, THE CONTRACTOR SHALL SUBMIT A FORMAL VE PROPOSAL, LISTING THE FOLLOWING:

- 1. ENGINEER'S RECOMMENDATIONS AND/OR COMMENTS.
- 2. CONSTRUCTION COST SAVINGS
- 3. TIME SAVINGS
- 4. ADVANTAGES AND/OR 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 BORNE 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 DISREGARD THE CONTRACT UNIT BID PRICES IF, IN THE JUDGMENT OF THE OWNER AND/OR ARCHITECT, SUCH PRICES DO NOT REPRESENT FAIR VALUE FOR THE WORK TO BE PERFORMED OR DELETED. THE ARCHITECT WILL ADJUST THE CONTRACT UNIT BID PRICES IN EVALUATING THE CONSTRUCTION COST SAVINGS OF THE VALUE ENGINEERING PROPOSAL. IF THE OWNER APPROVES THE VE PROPOSAL, THE OWNER WILL ORDER CHANGES TO THE CONTRACT DOCUMENTS THAT REFLECT THE VE PROPOSAL.

H. THE OWNER WILL 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 DOUBLE THE HOURLY RATE. 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 (3/4" TRADE SIZE MINIMUM)
- PVC SCHEDULE 80 (SERVICE ENTRANCE)
- 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 IN OUTSIDE DWELLING UNIT IN CONDUIT
- PVC SCHEDULE 40 ABOVE SLAB OR GRADE DUE TO CORROSIVE ELEMENTS
- RIGID STEEL OR IMC CONDUIT
- NMB NON-METALLIC, UF AND SER, CABLE TYPES

#### RACEWAY AND WIRING METHODS FOR DATA AND COMMUNICATIONS:

- EMT CONDUIT FROM 4" SQ OUTLET BOX TO ACCESSIBLE CEILING AREA
- EMT CONDUIT FROM 4" SQ OUTLET BOX TO CABLE TRAY
- PVC SCHEDULE 40 UNDER SLAB FROM OUTLET BOX TO TERMINAL BACKBOARD
- FREE WIRE IN WALLS AND CEILING

#### RACEWAY AND WIRING METHODS FOR FIRE ALARM SYSTEM:

- EMT CONDUIT WITH FITTINGS LISTED FOR USE
- EMT CONDUIT FROM 4" SQ 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, THWN INSULATION (MIN. #14 AWG)
- COMPACT ALUMINUM CONDUCTORS, 75°C RATED, XHHW INSULATION (AS NOTED)
- COMPACT ALUMINUM CONDUCTORS, TYPE USE-2/ RHH / RHW-2 DIRECT BURIAL RATED, USED FOR TEMPORARY POWER ONLY

#### SUPPORTS AND HARDWARE USED ON THIS PROJECT:

- ZINC COATED, HOT DIPPED GALVANIZED (\*\*)
- STAINLESS STEEL (316)
- FIBERGLASS REINFORCED PLASTIC (FRP) (\*\*)
- (\*\*) RESEAL CUT MATERIAL

SUBMIT CLEAN, MARKED IN RED INK OR YELLOW HIGHLIGHTER, AS ONE PDF SET OF SHOP DRAWING(S) FOR APPROVAL, FOR THE FOLLOWING APPLICABLE 1995 DIVISIONS:

- 16110 - RACEWAYS, BOXES, FITTINGS HARDWARE AND SUPPORTS
- 16120 - WIRE, CABLE, TERMINATIONS AND MARKERS
- 16140 - WIRING DEVICES, PLATES AND COVERS
- 16150 - DISCONNECTS, STARTERS, CONTACTORS, SURGE PROTECTION DEVICES, & FUSES
- 16430 - SERVICE EQUIPMENT AND METERING
- 16450 - GROUNDING SYSTEM
- 16470 - DISTRIBUTION, PANELBOARDS AND TRANSFORMERS
- 16510 - LIGHTING FIXTURES AND ACCESSORIES
- 16860 - AUTOMATIC TRANSFER SWITCHES
- 16880 - GENERATOR
- 16890 - UNDERGROUND CONDUIT DRAWING WITH TRADE SIZES (THIS MAY BE PROVIDED SEPARATELY AS A DWG FILE OR LEGIBLY MARKED IN RED INK ON 24" X 36" SHEET)

#### TELEVISION AND RADIO COMMUNICATION SYSTEMS SHALL BE AS LISTED BELOW:

FABRICATED DUCT USED FOR ENVIRONMENTAL AIR SHALL BE PERMITTED TO BE,

- a. TYPE CATVP, CATVR, AND CATV INSTALLED IN EMT RACEWAY
- RETURN AIR PLENUMS SHALL BE PERMITTED TO BE,
- a. TYPE CATVP
  - b. TYPE CATVP CABLE SUPPORTED BY AN OPEN METALLIC CABLE TRAY OR OPEN CABLE 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

#### VOICE, AUDIO, VIDEO, DATA, INTERACTIVE SERVICES, NOT INCLUDING FIRE ALARM AND SECURITY (BURGLAR) ALARM SYSTEMS SHALL BE AS LISTED BELOW:

FABRICATED DUCT USED FOR ENVIRONMENTAL AIR SHALL BE PERMITTED TO BE,

- a. TYPE CMR, CMP, CMG, AND CM, 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 CABLE TRAY SYSTEM
  - c. TYPE CMP, CMR, CMG, AND CM CABLES INSTALLED IN EMT RACEWAY

TYPE CATVP, CATVR, AND CATV CABLES IN EMT RACEWAY

CABLES IN VERTICAL RISERS SHALL BE,

- a. TYPE CMR CABLE
  - b. TYPE CMP, CMR, CMG, AND CM CABLES INSTALLED IN EMT RACEWAY
- OTHER BUILDING LOCATIONS NOT LISTED ABOVE SHALL BE PERMITTED TO BE,
- a. TYPES CMP, CMR, CMG, AND CM CABLES
  - b. TYPES CMP, CMR, CMG, AND CM CABLES IN EMT RACEWAY

### SCOPE OF WORK

ELECTRICAL RENOVATIONS TO AN EXISTING SINGLE FAMILY DWELLING UNIT.

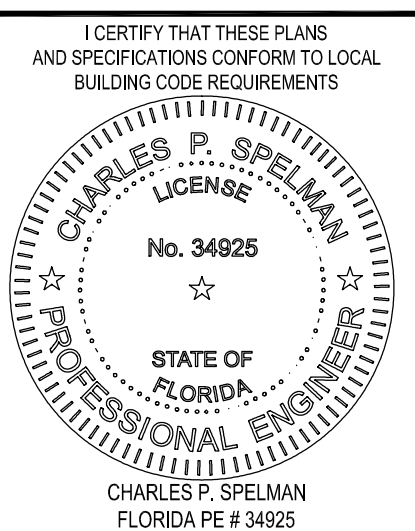
### ELECTRICAL LEGEND

- DUPLEX RECEPTACLE 15A, 125V
- DUPLEX GFCI 15A, 125V RECEPTACLE
- DEADFRONT GFCI 20A, 125V, EQUAL TO LEVITON
- DUPLEX RECEPTACLE 15A, 125V (HALF SWITCHED)
- QUAD RECEPTACLE 15A, 125V
- SINGLE RECEPTACLE 125/250V, 4-WIRE, 30A OR 50A
- 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 T5631
- DUPLEX RECEPTACLE 15A, 125V, WITH (2) USB CHARGER PORTS, EQUAL TO LEVITON T5632
- USB SPECIAL RECEPTACLE (4) USB CHARGING PORTS, EQUAL TO LEVITON T5632
- SINGLE POLE SWITCH 15A, 120/277V
- 3 WAY SWITCH 15A, 120/277V
- 4 WAY SWITCH 15A, 120/277V
- DOOR JAMB SWITCH, EQUAL TO LEVITON 1865
- SMOKE DETECTOR
- UTILITY METER
- DISCONNECT
- COMBINATION MOTOR STARTER
- LOADCENTER OR PANELBOARD
- SWITCH WIRING
- HOMERUN
- PANEL (CIRCUIT) DESIGNATION
- EXTERIOR SECURITY LIGHTS
- RECESSED DOWNLIGHT
- RECESSED DOWNLIGHT (WALL WASHER)
- SURFACE MOUNT LIGHTING FIXTURE
- WALL MOUNT LIGHTING FIXTURE
- VAPORTITE ENCLOSED & GASKETED LIGHTING FIXTURE
- PENDANT / CHANDELIER
- BATHROOM EXHAUST FAN
- SCANCE OR STEP LIGHTING FIXTURE
- FAN RATED OUTLET BOX, FAN SWITCH LEG ONLY
- FAN RATED OUTLET BOX WITH LIGHT/FAN DESIGNATION
- JUNCTION BOX
- FLUORESCENT WRAP-AROUND FIXTURE
- FLUORESCENT CLOUD FIXTURE
- UNDERCOUNTER LIGHTING FIXTURE
- TRACK LIGHTING FIXTURE
- ILLUMINATED EXIT SIGN
- EGRESS DIRECTIONAL CHEVRONS
- EXIT SIGN / EMERGENCY LIGHTING FIXTURE COMBO
- BATTERY BACKUP EMERGENCY EGRESS FIXTURE
- GARAGE DOOR OPENER
- PHONE/DATA OUTLET
- USB 4-PORT CHARGER, EQUAL TO LEVITON USB4P
- COMPUTER/DATA (POINT OF ENTRY)
- CATV / SATELLITE TELEVISION OUTLET
- DOOR CHIME
- PUSH BUTTON
- TRANSFORMER - 50V OR LESS
- TRANSFORMER - GREATER THAN 50V
- POWER PACK EQUAL TO WATSTOPPER BZ-250 120-277V, 20A, SINGLE RELAY, LIGHTING & PLUG DEVICE
- POWER PACK EQUAL TO WATSTOPPER C120-E 120V, 20A, 2-RELAY, LIGHTING DEVICE
- CEILING MOUNT OCCUPANCY/VACANCY SENSOR SWITCH
- WALL MOUNT OCCUPANCY/VACANCY SENSOR SWITCH

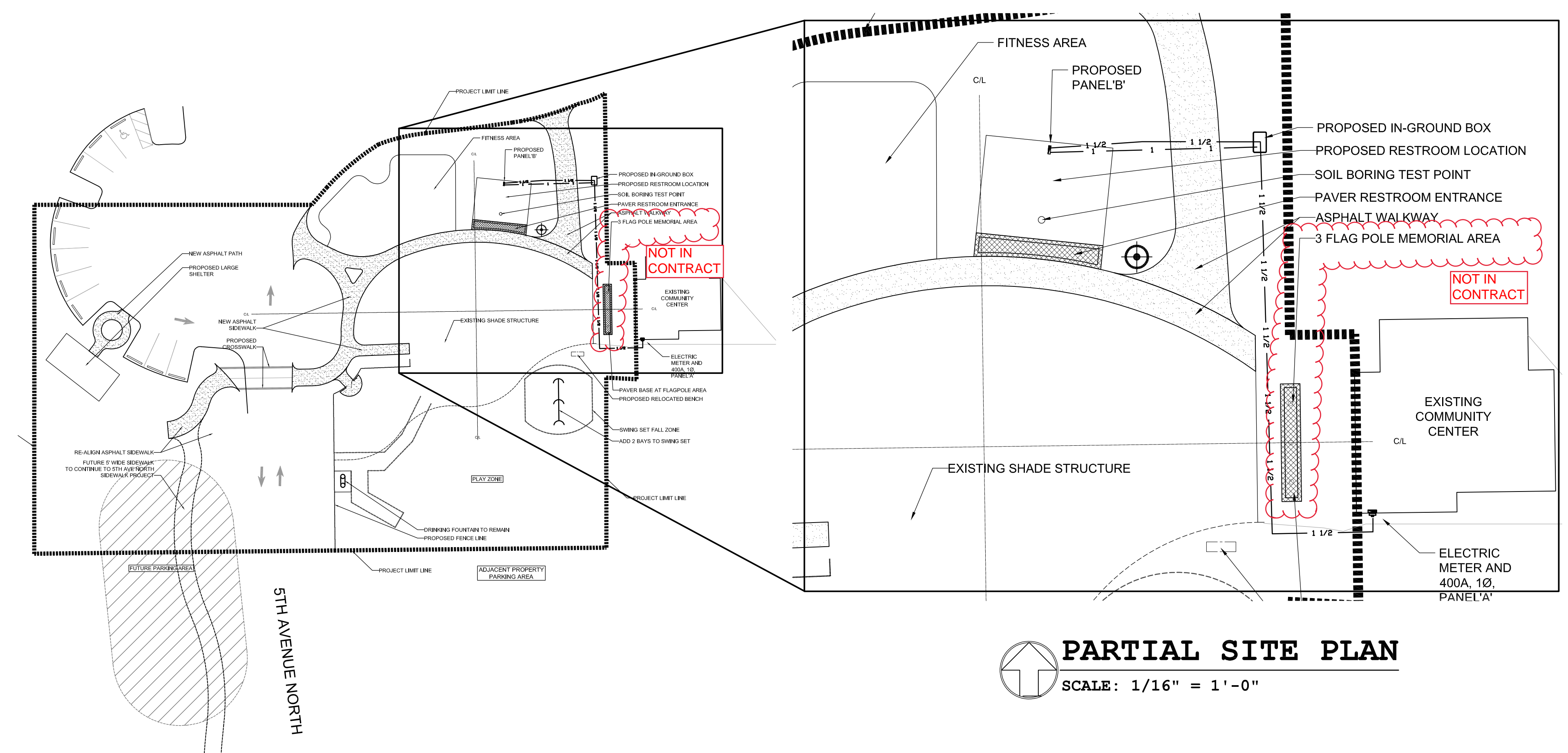
ALL SYMBOLS MAY NOT APPLY TO THIS PROJECT

ABBREVIATIONS			
A	AMPS OR AMPERE	MAX	MAXIMUM
ABFE	ABOVE BASE FLOOD ELEVATION	MC	METAL-CLAD
ACT	ABOVE COUNTER TOP	MCA	MINIMUM CIRCUIT AMPACITY
AFF	ABOVE FINISHED FLOOR	MCC	MOTOR CONTROL CENTER
AFCI	ARC FAULT CIRCUIT INTERRUPTER	MOCP	MAXIMUM OVER-CURRENT PROTECTION DEVICE
AIC	AMPERE INTERRUPTING CAPACITY	MIN	MINIMUM
AL	ALUMINUM	MLO	MAIN LUGS ONLY
ATS	AUTOMATIC TRANSFER SWITCH	MTS	MANUAL TRANSFER SWITCH
AHU	AIR HANDLING UNIT	MY	MEDIUM VOLTAGE
AWG	AMERICAN WIRE GAUGE	NI	NEUTRAL
BKR	BREAKER	NC	NORMALLY CLOSED
CB	CIRCUIT BREAKER	NEMA	NATIONAL ELECTRICAL MANUF ASSOCIATION
CU	CONDENSING UNIT	NF	NON FUSE
DISC	DISCONNECT	NIC	NOT IN CONTRACT
EF	EXHAUST FAN	NO	NORMALLY OPEN OR NUMBER
EG	EQUIPMENT GROUNDING CONDUCTOR	NTS	NOT TO SCALE
ELEC	ELECTRIC	OH	OVERHEAD
ELEV	ELEVATION	PB	PUSHBUTTON
EM	EMERGENCY	PIC	PHOTO-ELECTRIC CELL
EMT	ELECTRICAL METALLIC CONDUIT	PNL	PANEL, PANELBOARD OR LOADCENTER
EWG	ELECTRIC WATER COOLER	PRI	PRIMARY
(E)	EXISTING	PVC	POLYVINYL CHLORIDE
(EG)	EQUIPMENT GROUND	QTY	QUANTITY
FMC	FLEXIBLE METALLIC CONDUIT	RECPT	RECEPTACLE
FPL	FLORIDA POWER & LIGHT	SEC	SECONDARY
GEC	GROUNDING ELECTRODE CONDUCTOR	SN	SOLID NEUTRAL
GEN	GENERATOR	SFD	SURGE SUPPRESSION DEVICE
GRD	GROUND	SS	STAINLESS STEEL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	SW	SWITCH
GCRS	GALVANIZED RIGID STEEL	SWBD	SWITCHBOARD
HVAC	HEATING, AIR-CONDITIONING, REFRIGERATION	TC	TIME TO CLOSE OR TRAY CABLE
HR	HEATING VENTILATION AIR CONDITIONING	TBD	TELEPHONE
HTR	HOMERUN	TBBD	TELEPHONE BACKBOARD
HZ	HERTZ	TEL	TYPICAL
HV	HIGH VOLTAGE	UC	UNDERCOUNTER
J	JUNCTION BOX	UG	UNDERGROUND
KCMIL	1000 CIRCULAR MILS	UPS	UNINTERRUPTIBLE POWER SUPPLY
KVA	KILOVOLT AMPERES	V	VOLTS
KW	KILOWATTS	VA	VOLT AMPERES
LGTS	LIGHTING	VFD	VARIABLE FREQUENCY DRIVE
LPMC	LIQUIDTIGHT FLEXIBLE METAL CONDUIT	W	WIRE, WATTS, WITH, WIDTH
LFNC	LIQUIDTIGHT FLEXIBLE NON-METALLIC CONDUIT	WP	WEATHERPROOF
LV	LOW VOLTAGE	WR	WEATHER RESISTANT
		XFMR	TRANSFORMER

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 CERTIFICATE OF AUTHORIZATION: 39809



**PARTIAL SITE PLAN**  
 SCALE: 1/16" = 1'-0"

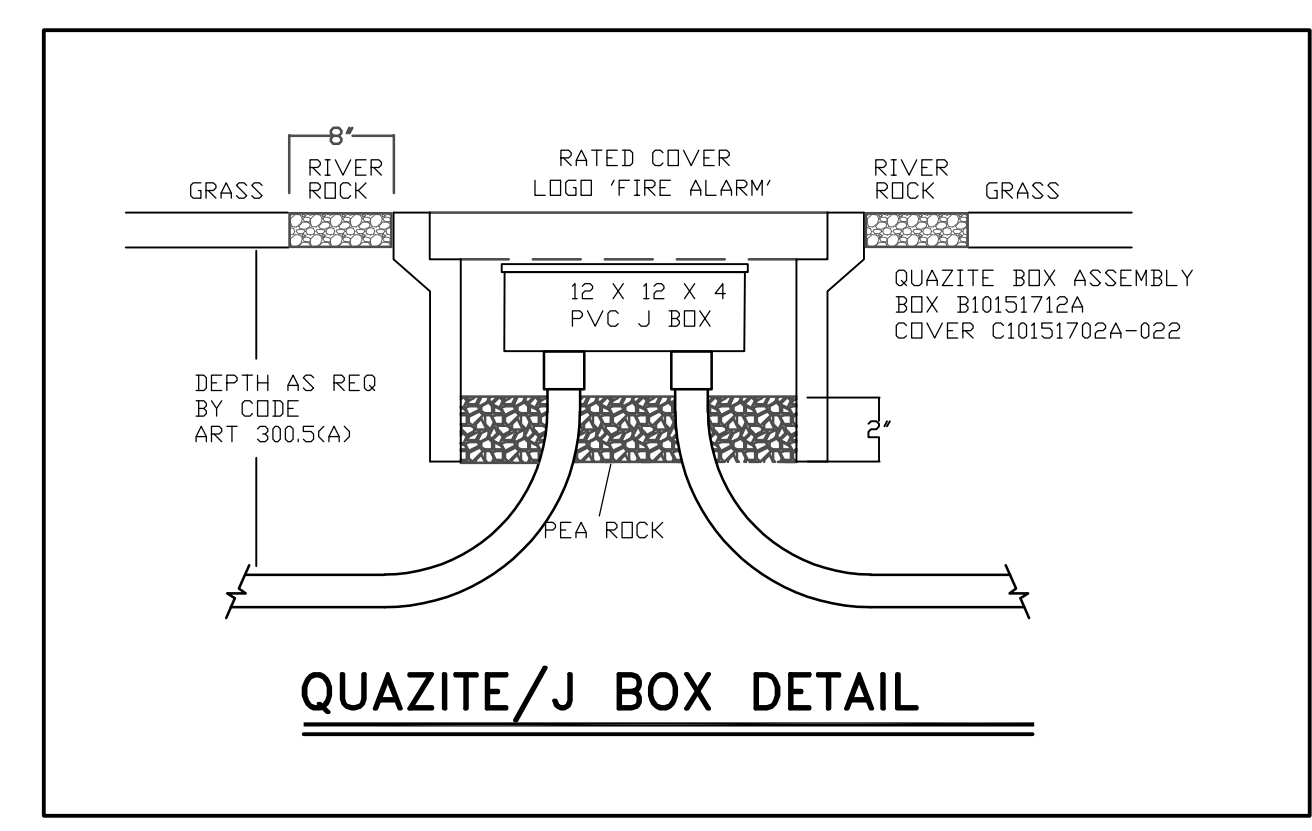
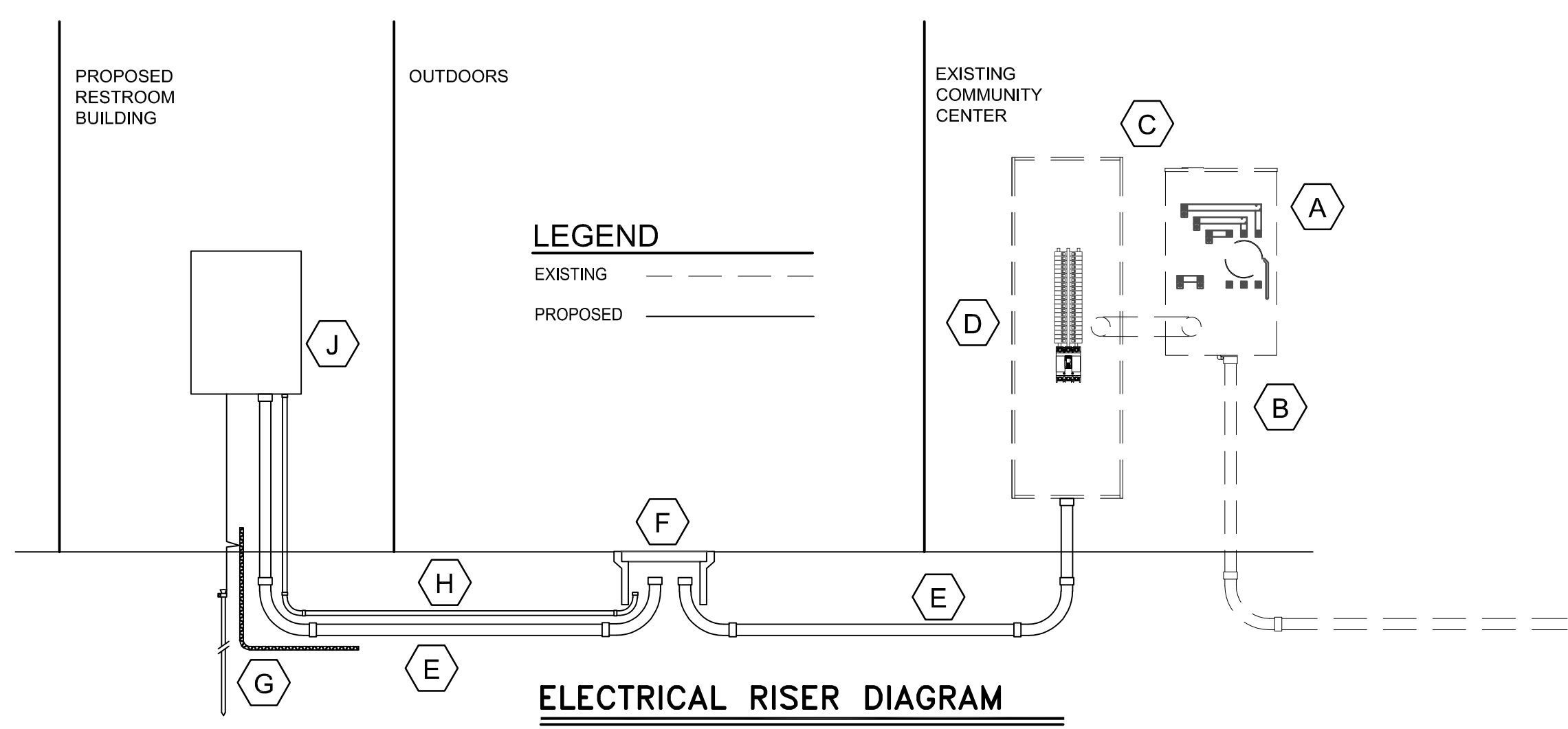
EQUAL TO: SQ D NQ18L1										VOLTAGE: 120/240V, 1Ø, 3W.									
TYPE: PANELBOARD										MAIN AMPERE/AIR: 100A BUS									
NEMA RATING: 3R										TYPE MAINS: 50A MAIN BREAKER									
MOUNTING: SURFACE										BRANCH AIR: 1Øk									
CIR. NO.	IDENTIFICATION	"A" V.A.	"B" V.A.	TRIP AMPS	POLE	WIRE	N/G	N/G	WIRE	POLE	TRIP AMPS	"A" V.A.	"B" V.A.	IDENTIFICATION	CIR. NO.				
1	SURGEBREAKER							6 / 8	6	2	50			MAIN BREAKER	2				
3	----- Q01275SB										50			----- BACK-FED	4				
5	SPACE													SPACE	6				
7	MENS ROOM LIGHTING		200	20	1	12	12/12	12/12	12	1	20	150		WOMENS ROOM EXH FAN	8				
9	MENS ROOM EXHAUST FAN	150		20	1	12	12/12	12/12	12	1	20	200		WOMENS ROOM LIGHTING	10				
11	SPACE							12/12	12	1	20	100		EXTERIOR LGT VIA PIC	12				
13	SPACE													SPACE	14				
15	SPACE													SPACE	16				
17	SPACE													SPACE	18				
SUB-TOTAL KVA/Ø		0.15, 0.20										0.20, 0.25		SUB-TOTAL KVA/Ø					

DEMAND LOAD PHASE A = 350 / 120 = 3 AMPERES  
 DEMAND LOAD PHASE B = 450 / 120 = 4 AMPERES  
 DEMAND LOAD NEUTRAL = 450 / 120 = 4 AMPERES

EQUAL TO: SQ D NQ42L4 W/NQMB4LA										VOLTAGE: 120/240V, 1Ø, 3W.											
TYPE: PANELBOARD										MAIN AMPERE/AIR: 400A											
NEMA RATING: 1										TYPE MAINS: MAIN BREAKER											
MOUNTING: SURFACE										BRANCH AIR: 1Øk											
CIR. NO.	IDENTIFICATION	"A" V.A.	"B" V.A.	TRIP AMPS	POLE	WIRE	N/G	N/G	WIRE	POLE	TRIP AMPS	"A" V.A.	"B" V.A.	IDENTIFICATION	CIR. NO.						
1	LIGHTING										20	1	12	12/12	-/10	10	2	30		AHU	2
3	LIGHTING										20	1	12	12/12	-/10	10	2	30		-----	4
5	LIGHTING										20	1	12	12/12	-/10	10	2	30		-----	6
7	RECEPTACLES										20	1	12	12/12	-/10	10	2	30		-----	8
9	EXTERIOR LIGHTING										20	1	12	12/12	12/12	12	1	20		LIGHTING	10
11	RECEPTACLES										20	1	12	12/12	12/12	12	1	20		RECEPTACLES	12
13	SPACE										20	1	-	-	-	2	20		SPARE	14	
15	ELECTRIC RM RECEP										20	1	12	12/12	-	-	20		SPARE	16	
17	ELECTRIC RM LIGHTS										20	1	12	12/12	12/12	12	1	20		REFRIGERATOR	18
19	BASKETBALL CT TIME SWITCH										20	1	12	12/12	12/12	12	1	20		IRRIGATION TIME SWITCH	20
21	BASKETBALL LIGHTING										30	2	10	-/10	Ø/10	Ø	2	40		OUTDOOR SUBPANEL	22
23	-----										30					8		40		-----	24
25	BASKETBALL LIGHTING										30	2	10	-/10	-	-	-	-		SPACE	26
27	-----										30					-	-	-		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, 1Ø, METER ENCLOSURE
- (B) EXISTING RISER: PVC AMRACK
- (C) EXISTING SERVICE ENTRANCE: BACK TO BACK SERVICE
- (D) EXISTING MAIN BREAKER PANELBOARD: SQUARE D 400A, 1Ø, 42 CIRCUIT PANELBOARD SEE PANELBOARD SCHEDULE
- (E) FEEDER: PROVIDE 1-1/2" SCHEDULE 80 PVC CONDUIT WITH (2) 6AWG, (1) 6 AWG [N], (1) 8 AWG [EG], 75°C, THWN CONDUCTORS.
- (F) IN-GROUND: PROVIDE QUAZITE 11" X 18" POLYMER CONCRETE, OPEN BOTTOM BOX WITH BOLTS ON COVER PART NUMBER PC1118BA12 WITH 'ELECTRIC' LOGO ON COVER PC1118CA0017. 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 100A, 1Ø, 18 CIRCUIT PANELBOARD WITH 50A, 2-POLE, BACK-FED MAIN BREAKER. SEE PANEL SCHEDULE



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

Commissioned By: STANTEC

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

REVISIONS	DATE	BY
1		
2		
3		
4		
5		
6		

**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 GROUND COVER 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 GROUND COVER 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 FT<sup>2</sup>

**TREES:**  
8-6-6 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 FT<sup>2</sup>

**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 GROUND COVER 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, GROUND COVER 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**

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PROJECT MANAGER: Kevin Mangan

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**LANDSCAPE  
INSTALLATION and  
MAINTENANCE  
GENERAL NOTES**

**LP000**

# CHARLIE ANTHONY PARK

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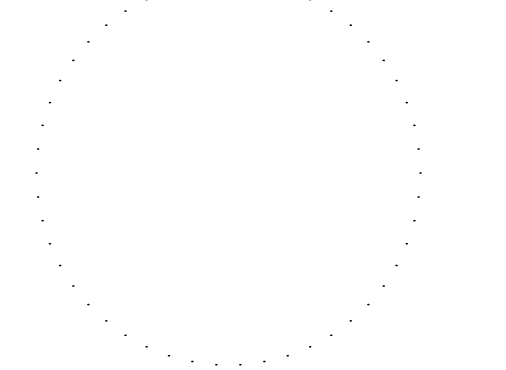
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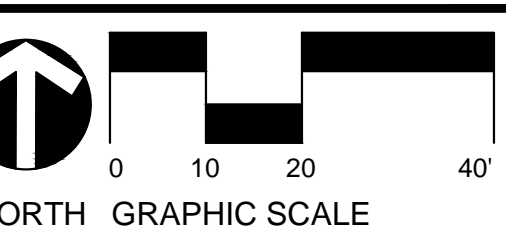
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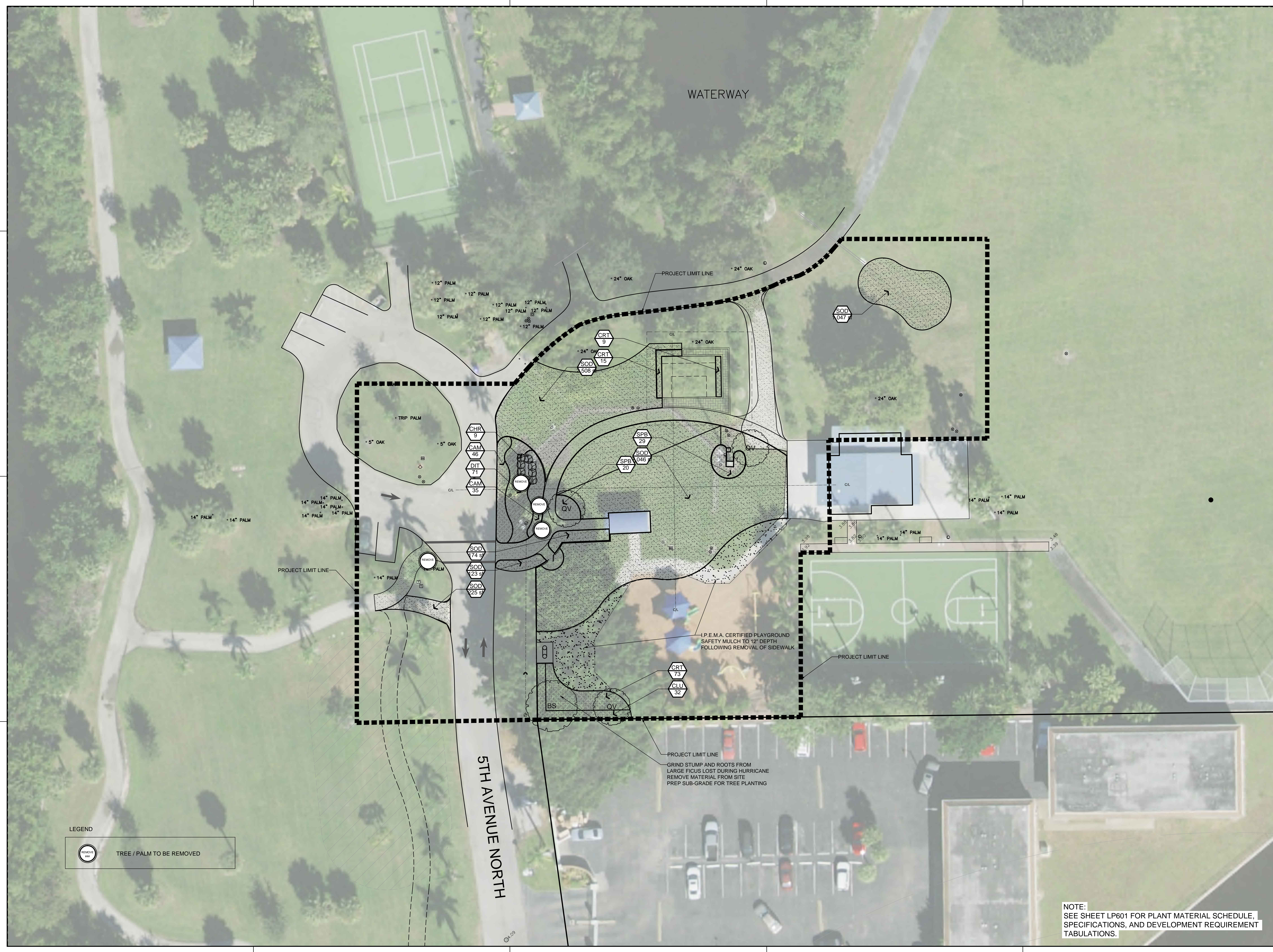
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## PLANTING PLAN

# LP101



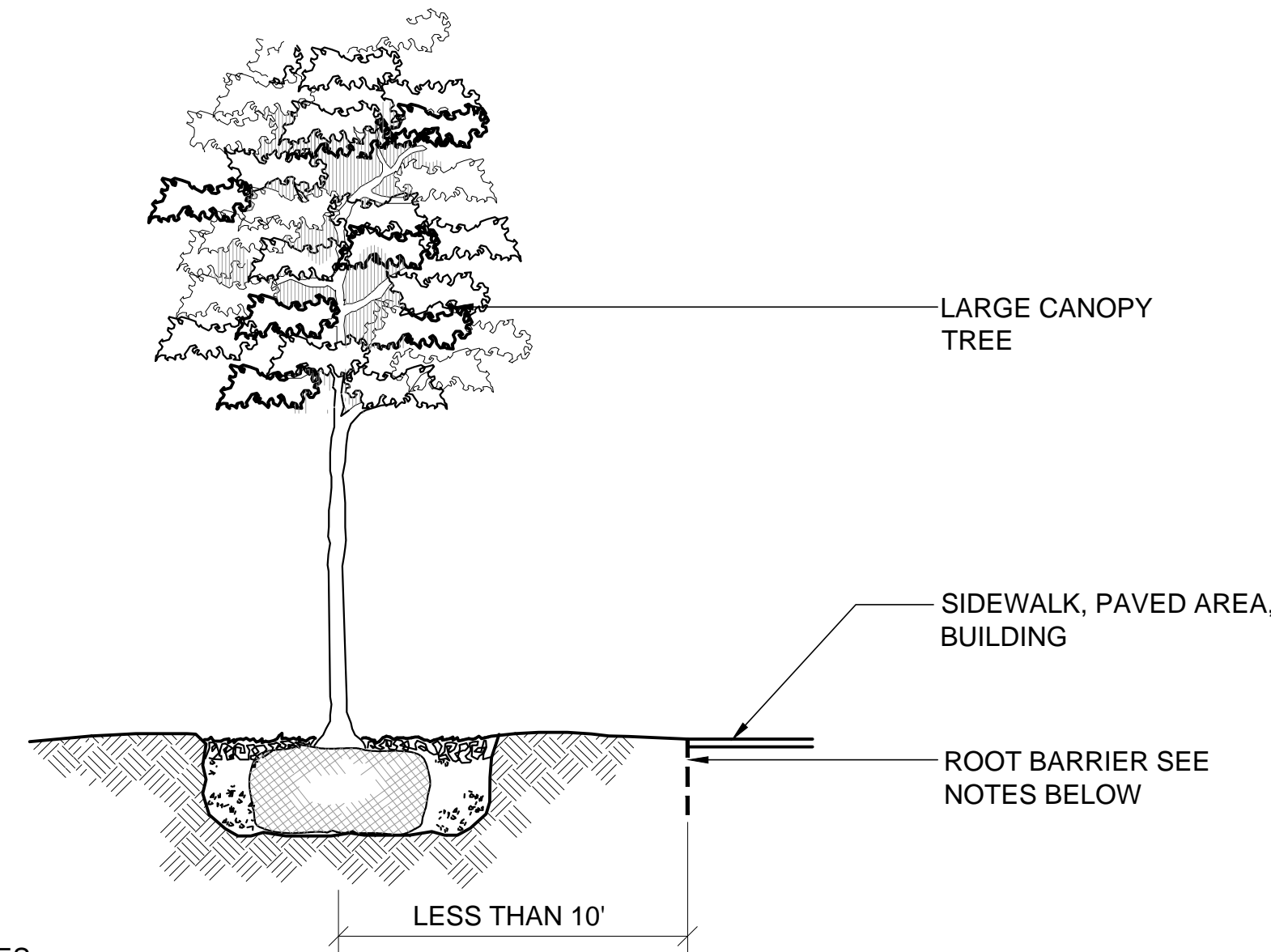
LEGEND

	TREE / PALM TO BE REMOVED
--	---------------------------

NOTE:  
SEE SHEET LP601 FOR PLANT MATERIAL SCHEDULE,  
SPECIFICATIONS, AND DEVELOPMENT REQUIREMENT  
TABULATIONS.

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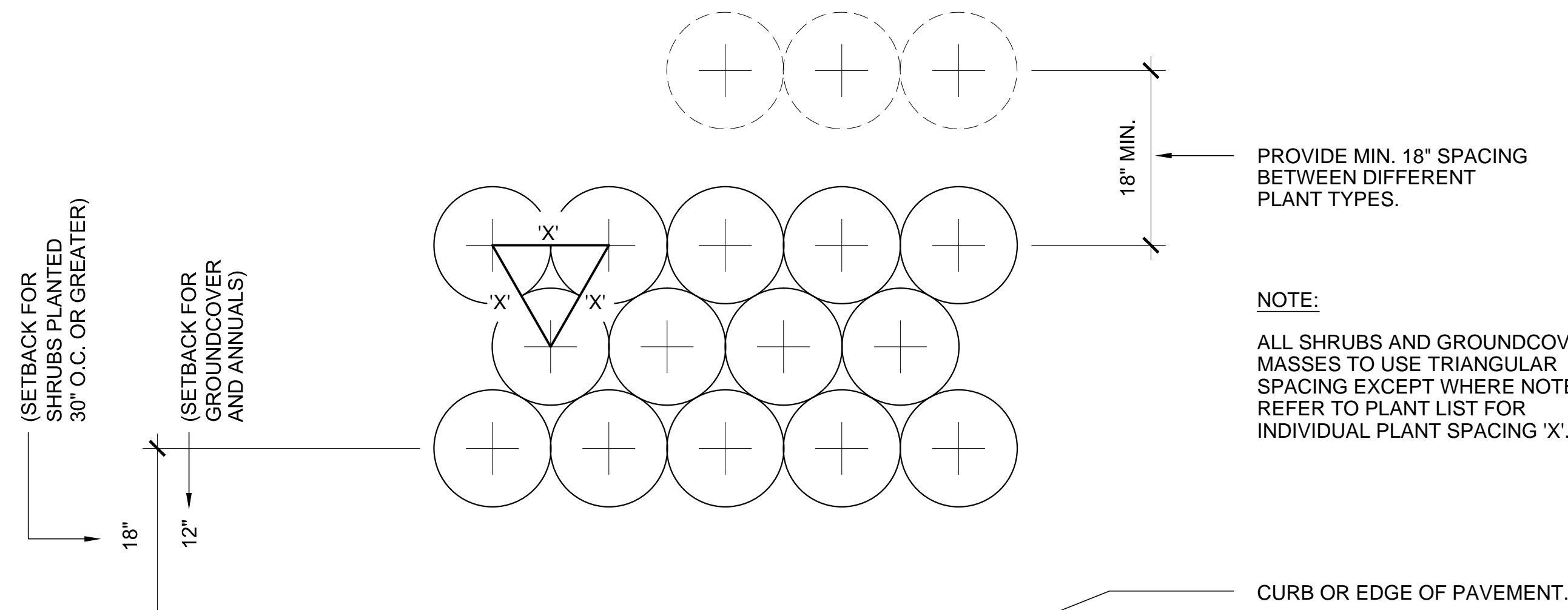




- NOTES:
1. A SOLID PANEL 48" DEPTH ROOT BARRIER DEVICE SHALL BE EMPLOYED WITHIN A 20.0' RADIUS OF A TREE WHEN TREES ARE WITHIN 10.0' OF ADJACENT HARDSCAPE SURFACES AND SHALL RUN PARALLEL WITH PAVED AREA OR BUILDING TO A DISTANCE 20.0' OUT EITHER DIRECTION FROM TRUNK. USE UB48-2 POLYETHYLENE SOLID PANEL ROOT BARRIER BY DEEPROOT OR APPROVED EQUAL.
  2. ROOT BARRIERS SHALL BE 48" DEPTH AND SHALL EXTEND UP TO FINISHED GRADE.
  3. 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.
  4. 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.
  5. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

**Root Barrier**

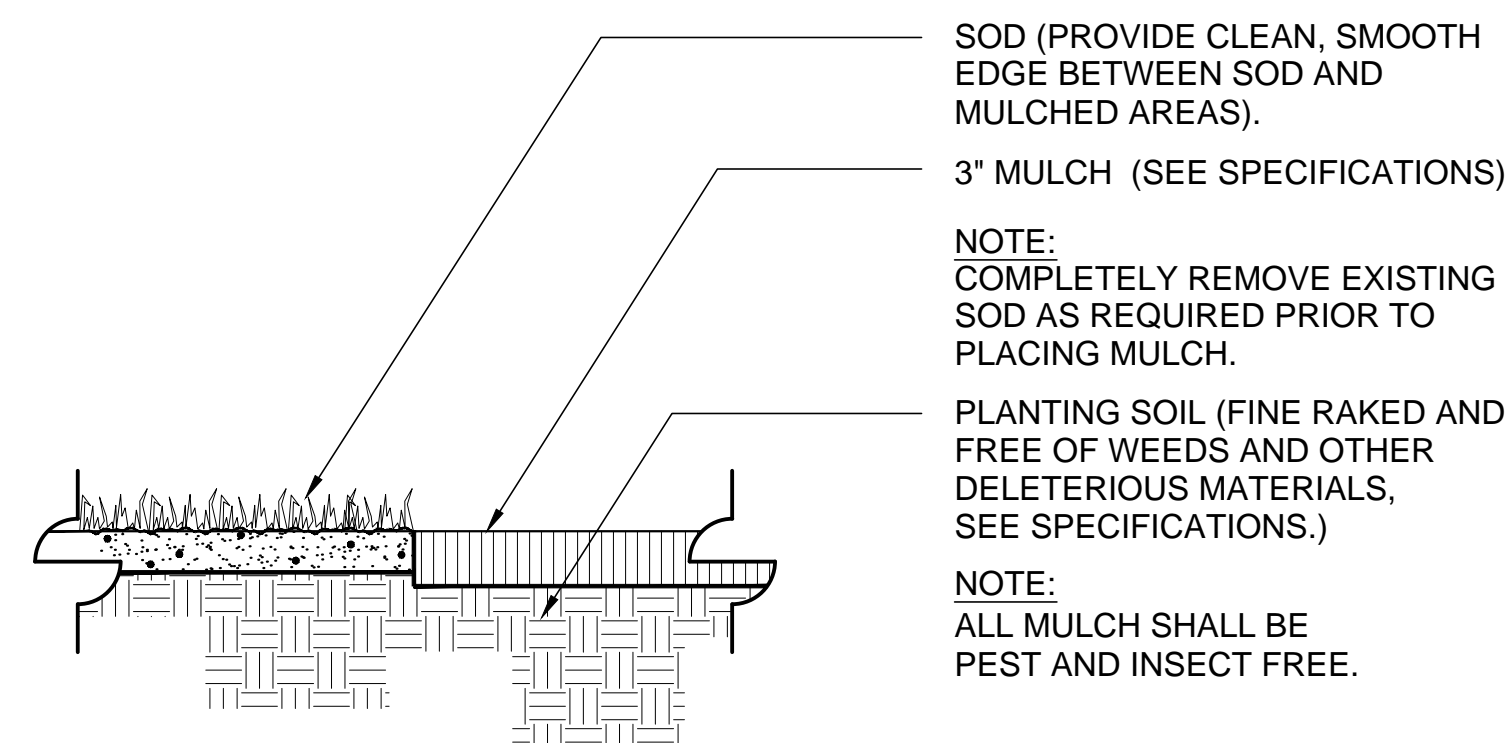
**C1** SCALE: 1" = 1'-0"  
DT:RootBarrier.dwg



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

**Typical Plant Spacing Diagram**

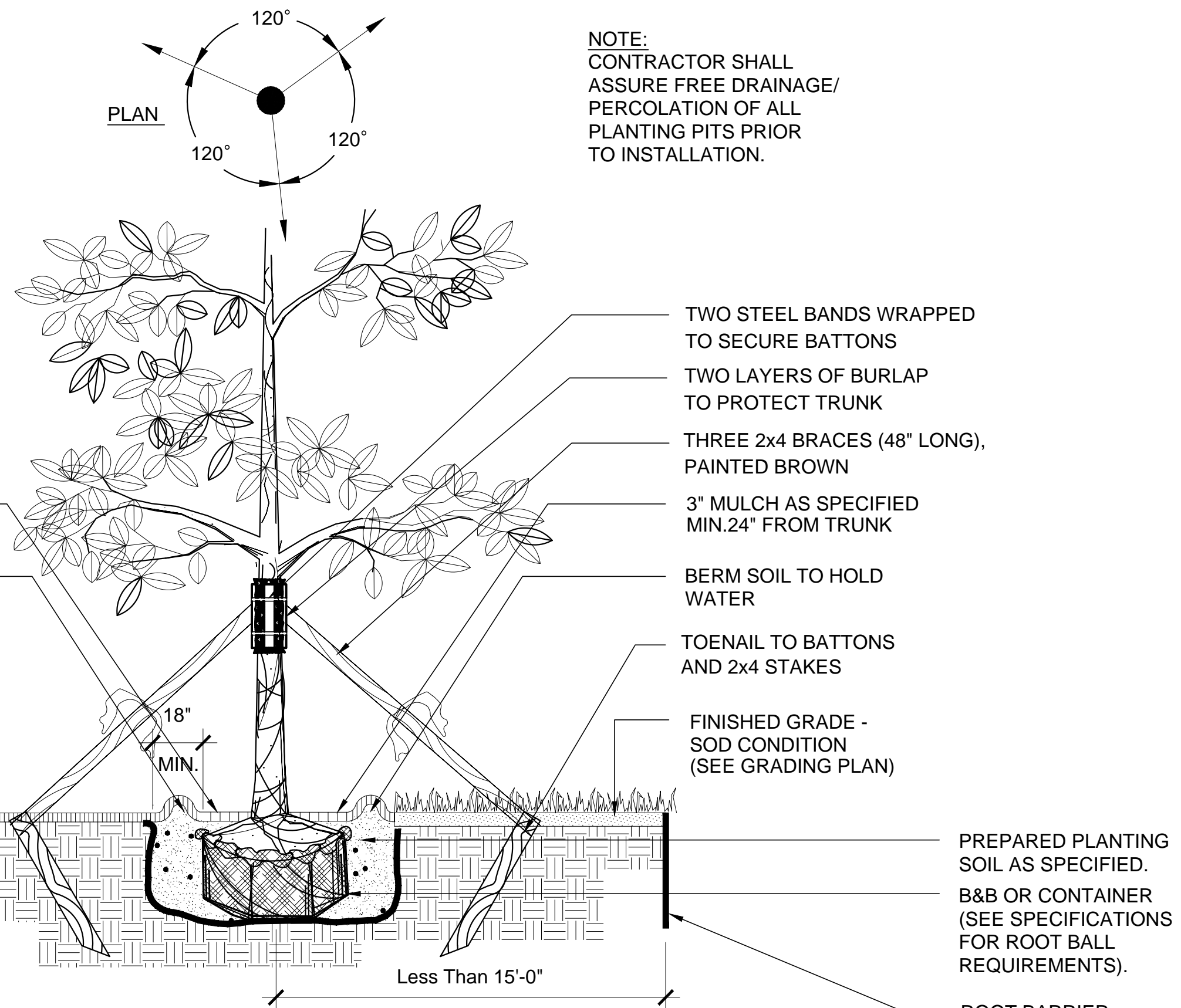
**B1** SCALE: 1" = 1'-0"  
DT:PlantSpacing.dwg



- SOD (PROVIDE CLEAN, SMOOTH EDGE BETWEEN SOD AND MULCHED AREAS).
- 3" MULCH (SEE SPECIFICATIONS)
- NOTE: COMPLETELY REMOVE EXISTING SOD AS REQUIRED PRIOR TO PLACING MULCH.
- PLANTING SOIL (FINE RAKED AND FREE OF WEEDS AND OTHER DELETERIOUS MATERIALS. SEE SPECIFICATIONS.)
- NOTE: ALL MULCH SHALL BE PEST AND INSECT FREE.

**Mulch Application**

**A1** SCALE: 1" = 1'-0"  
DT:Mulch.dwg



NOTE: CONTRACTOR SHALL ASSURE FREE DRAINAGE/PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

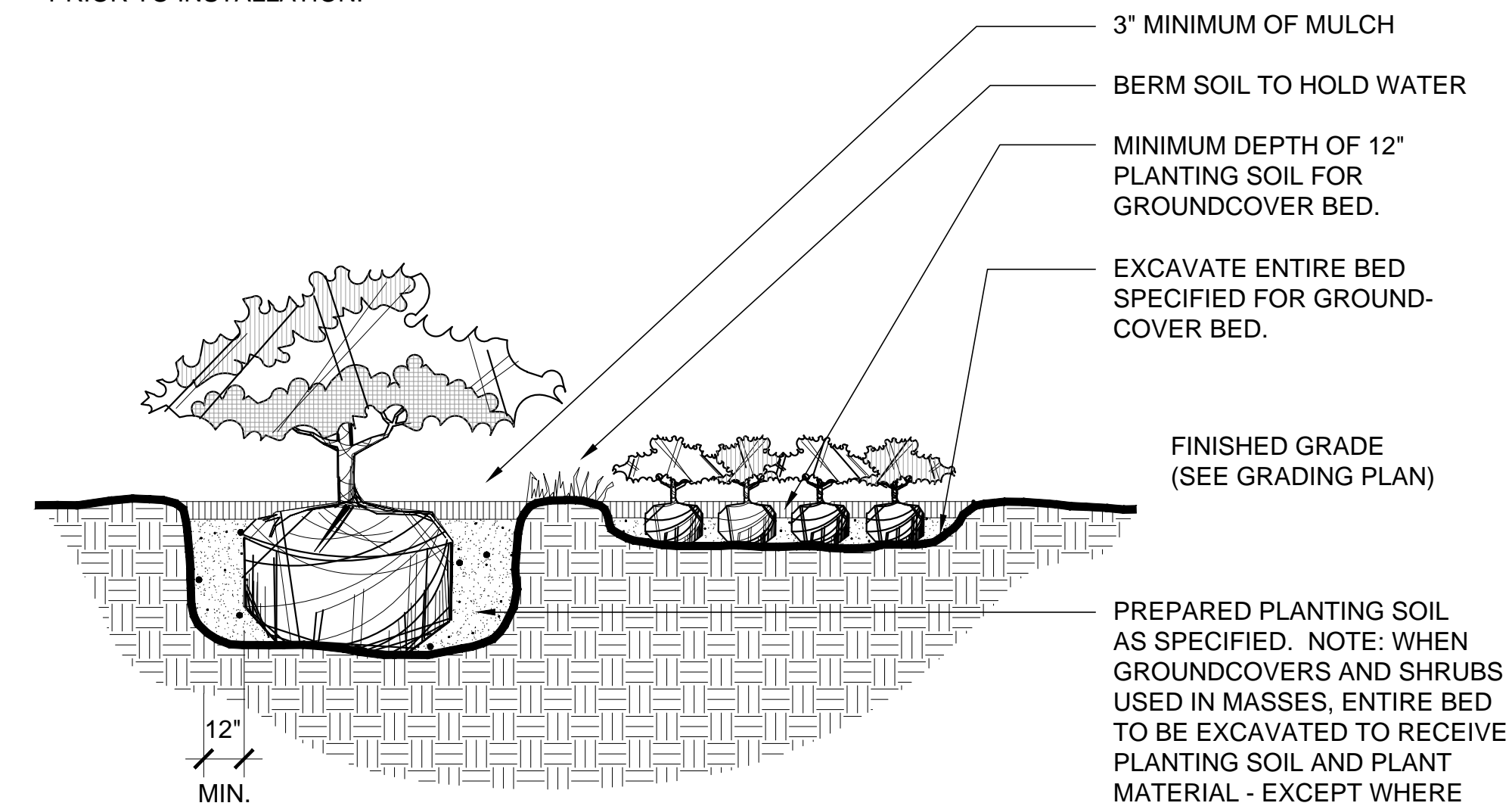
- NOTES:
- ROOT BARRIERS ARE REQUIRED WHERE LARGE CANOPY TREES, SUCH AS LIVE OAKS, ARE WITHIN 15' OF A SIDEWALK, PAVED AREA, OR BUILDING, AND SHALL RUN PARALLEL WITH PAVED AREA OR BUILDING TO A DISTANCE 20' OUT EITHER DIRECTION FROM TRUNK.
  - ROOT BARRIERS SHALL BE A MINIMUM OF 18"-24" DEEP AND SHALL 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"  
FILE NAME: DT-LargeTree.dwg

NOTE: CONTRACTOR SHALL ASSURE FREE DRAINAGE/PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION.

NOTE: PLANT MATERIAL SHALL BE PLANTED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL.



**Shrub and Groundcover**

**A4** SCALE: 1" = 1'-0"  
FILE NAME: DT-ShrubGround.dwg

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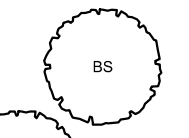


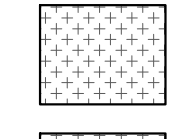
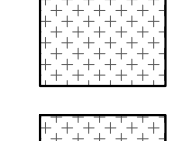

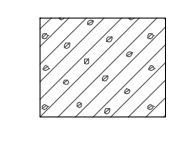
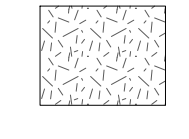
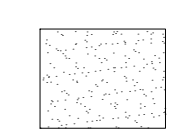
PIN: 215614120

**LANDSCAPE DETAILS**

**LP501**

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**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	3	Quercus virginiana	Southern Live Oak	200 gal	5" CAL	18.0' HT	12.0' SPR	NATIVE	SINGLE STRAIGHT TRUNK; 8.0' 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
	CAM	81	Carissa macrocarpa 'Emerald Blanket'	Emerald Blanket Dwarf Natal Plum	3 gal	18" HT	18" SPR	NON-NATIVE	30" o.c.	FULL
	CRT	97	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum	3 gal	30" HT	24" SPR	NON-NATIVE	30" o.c.	
	CLU	32	Clusia guttifera	Small-Leaf Clusia	7 gal	42" HT		NON-NATIVE	36" o.c.	FULL
	SPB	49	Spartina bakeri	Sand Cord Grass	3 gal	24" HT		NATIVE	30" o.c.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	NATIVE	SPACING	REMARKS	
	DIT	71	Dianella tasmanica 'Blueberry'	Blueberry Flax Lily	3 gal	16" HT	NON-NATIVE	30" o.c.		
	MULCH	2,084 sf	Mulch	Mulch	Mulch	3" Depth			CITY OF NAPLES STANDARD MULCH	
	SOD	11,122 sf	Stenotaphrum secundatum 'Floritam'	Floritam St. Augustine Sod	SOLID SOD					

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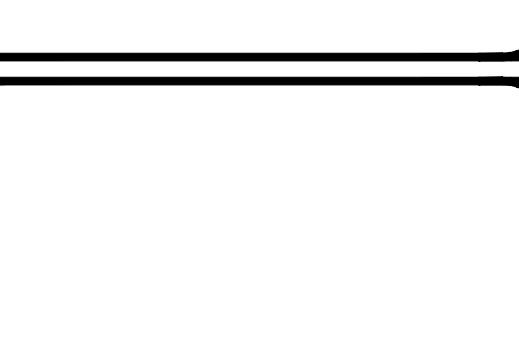
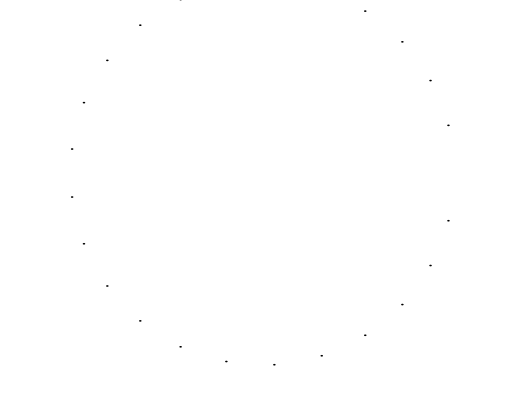
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**PLANT MATERIAL SCHEDULE AND SPECIFICATIONS**

**LP601**

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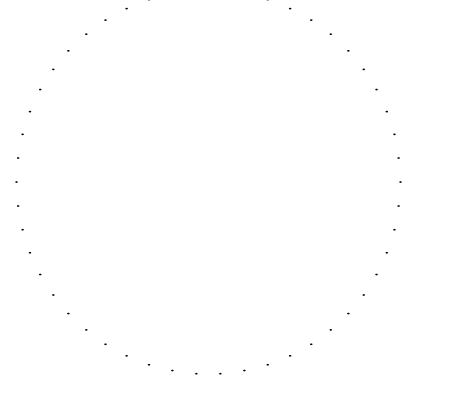
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NOTE: FIELD VERIFY EXISTING MAIN LINE SIZE AND LOCATION. REROUTE, REPAIR, REPLACE OR ADD ADDITIONAL MAIN LINE AND CONTROL WIRE AS REQUIRED. ENSURE EXISTING IRRIGATION ZONES TO REMAIN ARE PROTECTED AND REMAIN ACTIVE THROUGHOUT CONSTRUCTION. SHOULD AN INTERRUPTION OF SERVICE BE REQUIRED, CONTRACTOR TO HAND WATER OR PROVIDE TEMPORARY IRRIGATION TO AFFECTED PLANT MATERIAL UNTIL SERVICE IS RESTORED.

NOTE: ADDITIONAL SLEEVES MAY BE REQUIRED. PROVIDE SLEEVES FOR ALL IRRIGATION WIRES AND PIPE INSTALLED BELOW NEW PAVEMENT. SLEEVE SIZE TO BE 2 X THE SIZE OF THE PIPE RUNNING THROUGH IT AND 3" FOR WIRES. SLEEVES TO BE SCHEDULE 40 FOR ALL SLEEVES 3" OR LESS AND CLASS 200 FOR ALL SLEEVES GREATER THAN 3" IN SIZE.

NOTE: DO NOT SPRAY OVER PAVEMENT. PROVIDE ADDITIONAL ZONES AS REQUIRED TO ADD SPRAY HEADS TO AVOID SPRAYING OVER PAVEMENT. MAINTAIN MATCHING PRECIPITATION RATE AND KEEP SOD AND SHRUB ZONES SEPARATE. DO NOT PLACE ROTORS AND SPRAYS ON THE SAME ZONE UNLESS MANUFACTURER SPECIFICALLY NOTES THE MODELS AND NOZZLES UTILIZED WILL PROVIDE A MATCHING PRECIPITATION RATE FOR THE ENTIRE ZONE.

NOTE: FIELD VERIFY CONTROLLER IS WORKING PROPERLY. THE NUMBER OF STATIONS AVAILABLE, AND THAT A RAIN SWITCH IS PRESENT PER ALL APPLICABLE CODES, LAWS AND ORDINANCES.

NOTE: WHEN MODIFYING AN EXISTING ZONE, VERIFY EXISTING IRRIGATION HEAD TYPE. NEW IRRIGATION HEADS TO HAVE MATCHING PRECIPITATION RATE.

NOTE: IF EXISTING SOD SPRAY ZONE IS NOT AVAILABLE, PROVIDE A NEW ZONE WITH VALVE AND WIRE TO EXISTING CONTROLLER. PROVIDE SLEEVES AS REQUIRED.

NOTE: IF EXISTING SHRUB SPRAY ZONE IS NOT AVAILABLE, PIPE TO NEW ZONE 2, AND FIELD VERIFY AVAILABILITY OF EXISTING SLEEVES OR PROVIDE NEW SLEEVES AS REQUIRED. THIS WILL REQUIRE CHANGING THE SIZE OF VALVE 2 TO 1-1/2"

NOTE: IF EXISTING BUBBLER ZONE IS NOT AVAILABLE, PIPE TO NEW ZONE 3, AND FIELD VERIFY AVAILABILITY OF EXISTING SLEEVES OR PROVIDE NEW SLEEVES AS REQUIRED.

ADJUST EXISTING IRRIGATION TO ACCOMMODATE NEW STRUCTURE AND PAVING AND TO PROVIDE 100% HEAD TO HEAD COVERAGE.

NOTE: PIPE SHOWN IN PAVEMENT OR OUTSIDE LIMITS OF WORK SHOWN FOR CLARITY. PLACE PIPE IN LANDSCAPE AREA WITHIN LIMITS OR IN SLEEVES, TYPICAL.

NOTE: SOD SPRAYS TO BE LOCATED ON SOD SPRAY ZONE. DO NOT PLACE SPRAYS ON ROTARY OR ROTOR ZONE.

FIELD VERIFY LOCATION AND SIZE OF EXISTING IRRIGATION MAINLINE PRIOR TO CONSTRUCTION. REROUTE AS REQUIRED AND PROVIDE SLEEVES FOR PIPE AND WIRES UNDER ALL PAVEMENT.

ADJUST EXISTING IRRIGATION TO ACCOMMODATE NEW ASPHALT PATH

ADJUST EXISTING IRRIGATION PROVIDE 100% HEAD TO HEAD COVERAGE SIMILAR TO THAT SHOWN, WHERE PATH HAS BEEN REMOVED

APPROXIMATE LOCATION OF EXISTING IRRIGATION MAIN LINE, FIELD VERIFY LOCATION AND SIZE.

ADJUST EXISTING IRRIGATION TO ACCOMMODATE NEW MULCH AREA.

NOTE: FIELD VERIFY AVAILABLE FLOW AND PRESSURE. ENSURE FLOW AND PRESSURE ARE ADEQUATE FOR DESIGN PRIOR TO CONSTRUCTION AND THAT AVAILABLE FLOW WILL ALLOW COMPLETION OF WATERING WITHIN ANY AND ALL "WATERING WINDOWS" PER ALL CODES, LAWS, AND ORDINANCES, TYPICAL.

VALVE 1	1"	34.40
VALVE 2	1"	35.52
VALVE 3	1"	6.0
VALVE 4	1"	33.71

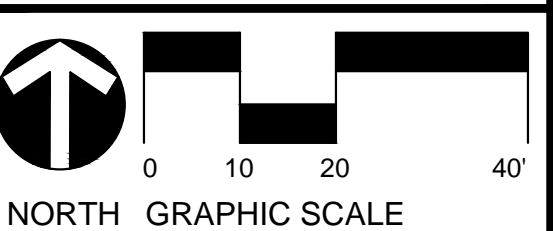
VALVE 5	1"	32.73
VALVE 6	1"	29.35

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**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...

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...

SYSTEM PERFORMANCE NOTES

- 1) IRRIGATION SYSTEM AS SHOWN IS DESIGNED TO OPERATE OFF RECLAIMED WATER MAIN PROVIDING A MINIMUM FLOW OF 60 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 5%, AND WILL AFFECT PERFORMANCE OF SYSTEM.
MINIMUM PRESSURE REQUIREMENTS-60 PSI AT POINT OF CONNECTION...

VALVE CHART

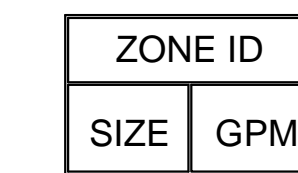
Table with 4 columns: VALVE NUMBER, TYPE, SIZE, GPM. Lists valves 1 through 6 with details like SOD / SPRAY, SHRUB / SPRAY, TREE / BUBBLER, etc.

\* 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 (40 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 1404 BUBBLER OR IF EXISTING BUBBLER ZONE IS AVAILABLE, FIELD VERIFY EXISTING BUBBLERS NOZZLE, TYPE AND NUMBER PER TREE PRIOR TO CONSTRUCTION...

IRRIGATION VALVE KEY



SPRAY NOZZLE CHART

Table with 4 columns: LABEL, RAINBIRD MODEL ALL WITH SAM-PRS AND NON-POTABLE TOP, GPM AT 30 PSI, RADIUS. Lists various nozzle models like 15F, 15TQ, 15H, etc.

ROTARY NOZZLE CHART

Table with 4 columns: LABEL, RAINBIRD MODEL ALL WITH SAM-P45 AND NON-POTABLE TOP, GPM AT 45 PSI, RADIUS. Lists rotary nozzle models like R24F, R24H, etc.

ROTOR NOZZLE CHART

Table with 4 columns: LABEL, RAINBIRD MODEL ALL WITH PL-SAM-R AND NON-POTABLE TOP, GPM AT 45 PSI, RADIUS. Lists rotor nozzle models like 35F, 35H, etc.

CHARLIE ANTHONY PARK

PREPARED FOR:



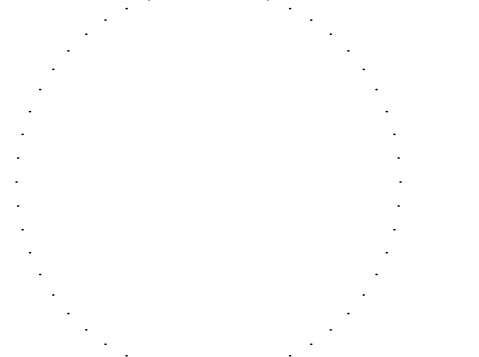
Community Services Department
280 Riverside Circle
Naples, Florida 34102

PREPARED BY:



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

PROJECT MANAGER: Kevin Mangan



"ATTENTION"

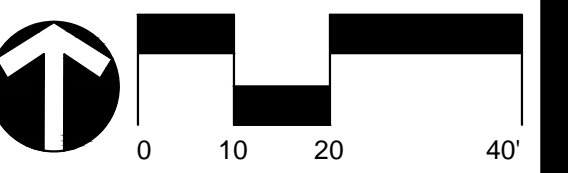
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These drawings may include information provided by others. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result.

Construction Plans For Construction Pricing Only

Table with 2 columns: REV, DESCRIPTION. Contains revision information.

REV DATE DESCRIPTION



NORTH GRAPHIC SCALE

SCALE: 1" = 20'

DATE: AUGUST 8, 2018

PIN: 215614120

IRRIGATION DETAILS

LI501

# CHARLIE ANTHONY PARK

PREPARED FOR:



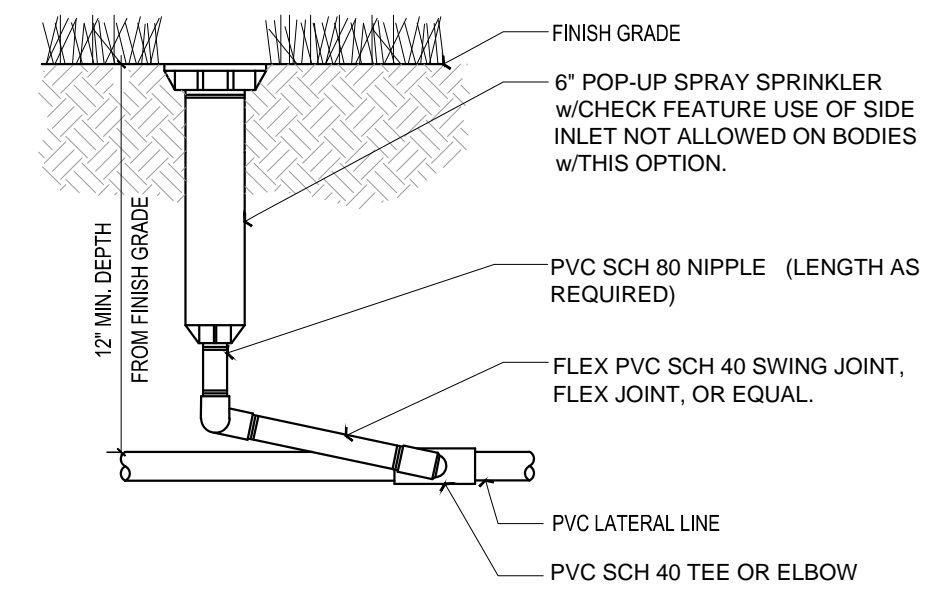
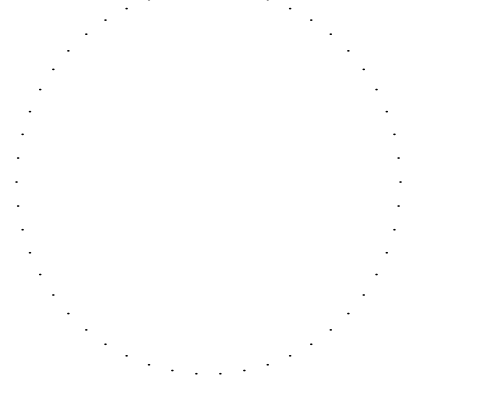
Community Services Department  
280 Riverside Circle  
Naples, Florida 34102

PREPARED BY:

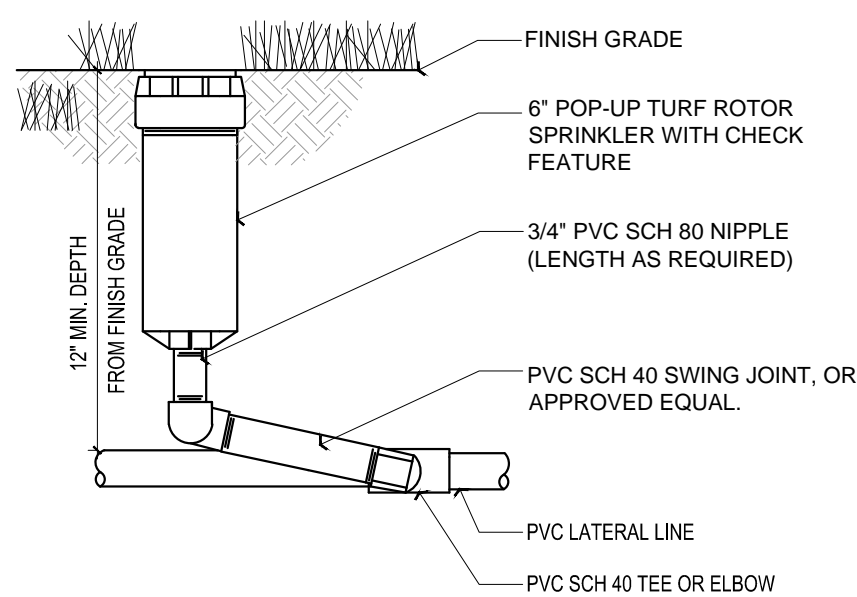


5801 Pelican Bay Blvd., Suite 300, Naples, FL 34108 USA  
www.stantec.com +1.239.649.4040

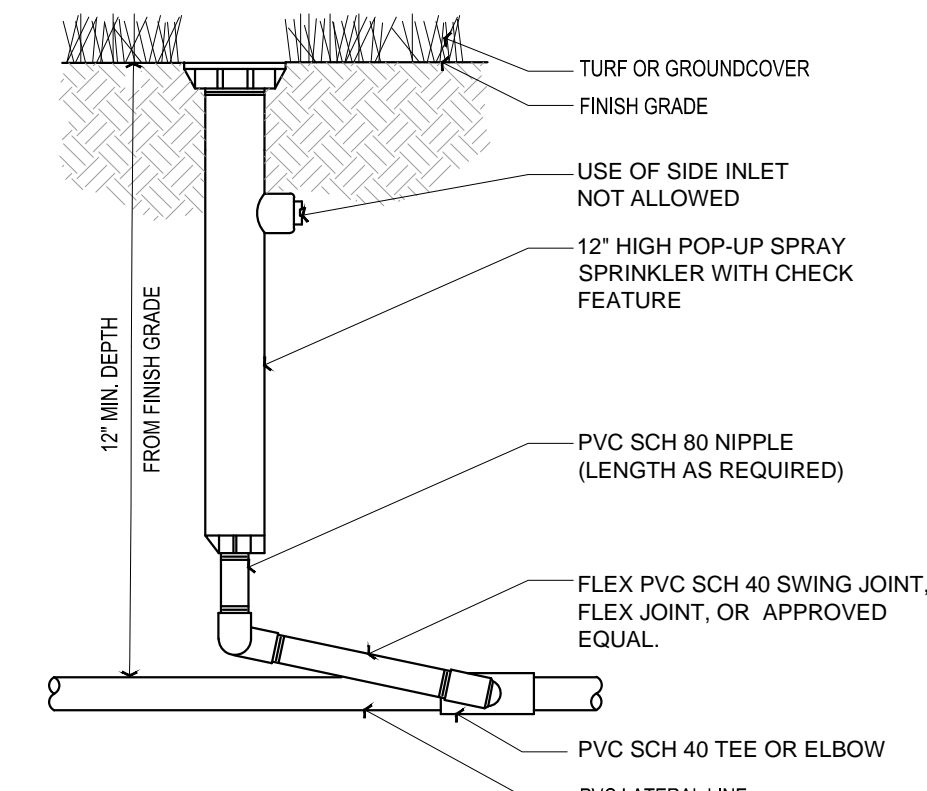
PROJECT MANAGER: Kevin Mangan



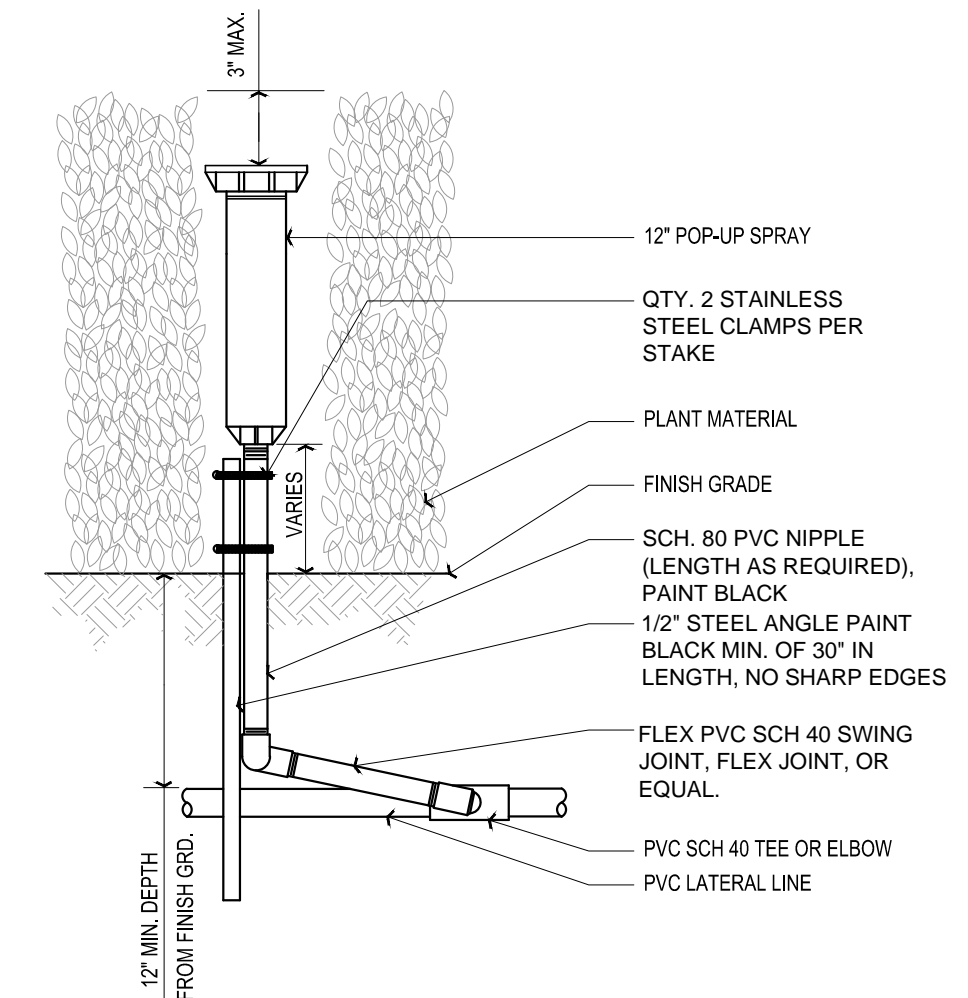
**A** 6" POP-UP SPRAY SPRINKLER SCALE: NTS



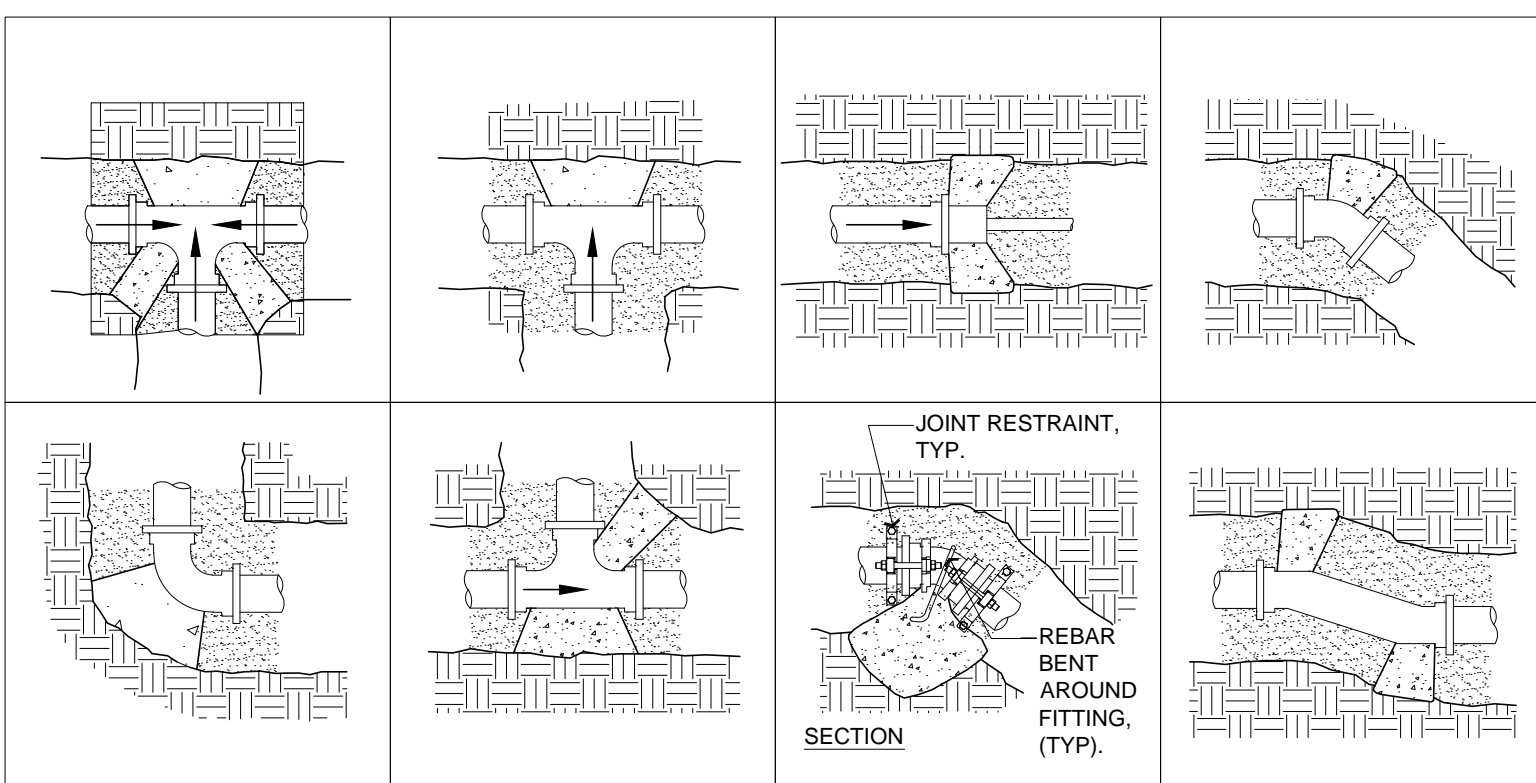
**B** POP-UP ROTOR SCALE: NTS



**C** 12" POP-UP SPRAY SPRINKLER SCALE: NTS

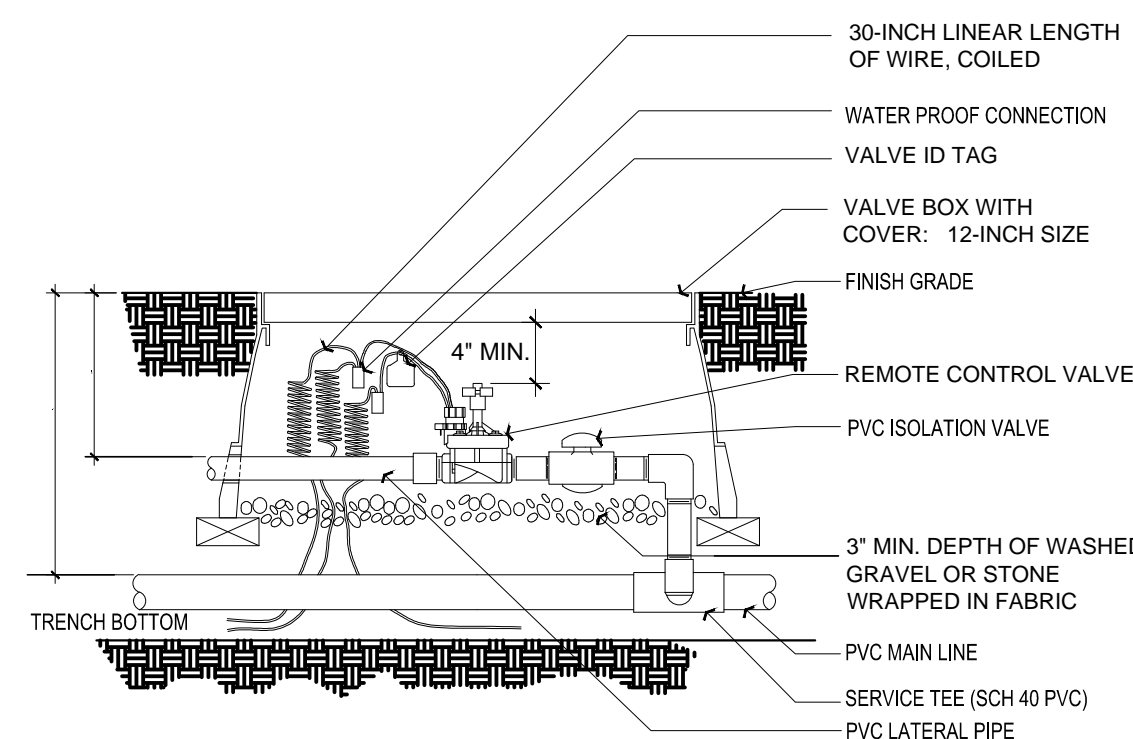


**D** SHRUB SPRINKLER ON RISER SCALE: NTS

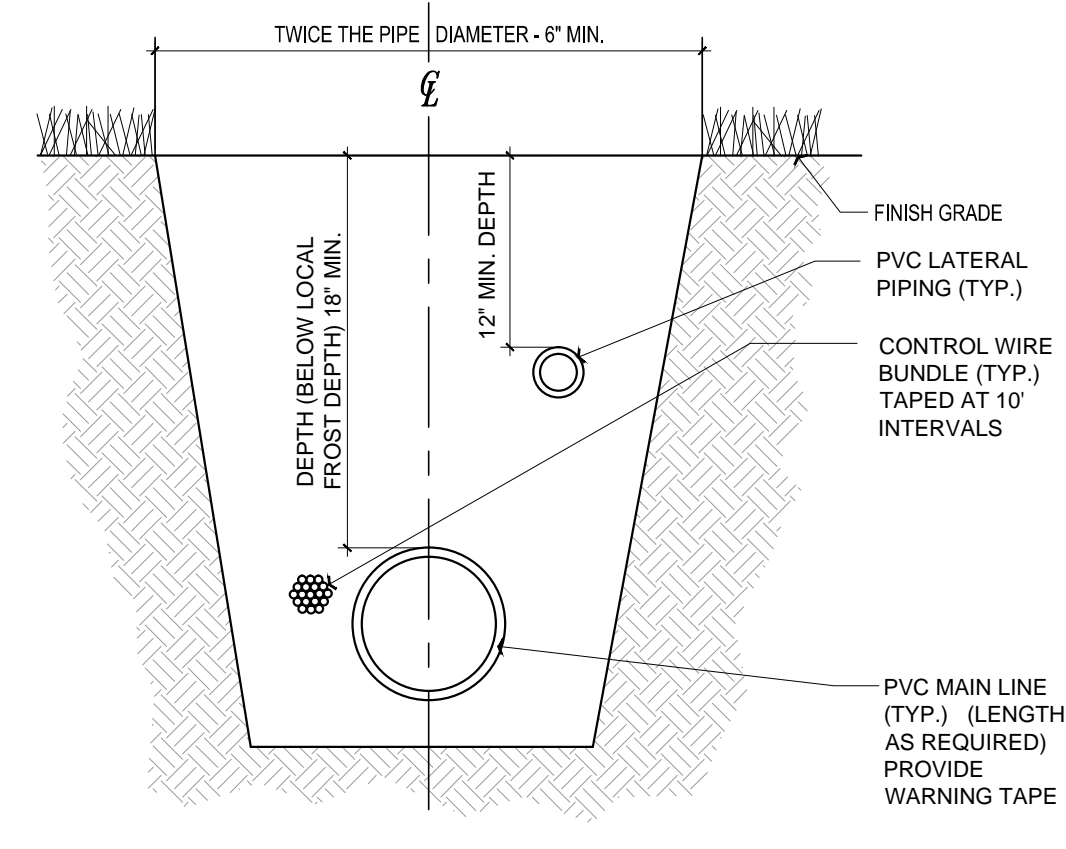


THRUST BLOCKS ARE TO BE CONSTRUCTED WITH 3,000 PSI CONCRETE AT 48 HRS. STEEL REINFORCING RODS WILL BE REQ'D IF SURROUNDING SOIL HAS A BEARING VALUE OF LESS THAN 2,000 PSF. THRUST BLOCKS REQUIRED AT ALL FITTINGS AND DIRECTION CHANGES ON MAIN LINES. NOTE THRUST BLOCK LOCATIONS ON AS-BUILT DRAWINGS. ARROWS INDICATE PRIMARY DIRECTION OF FLOW.

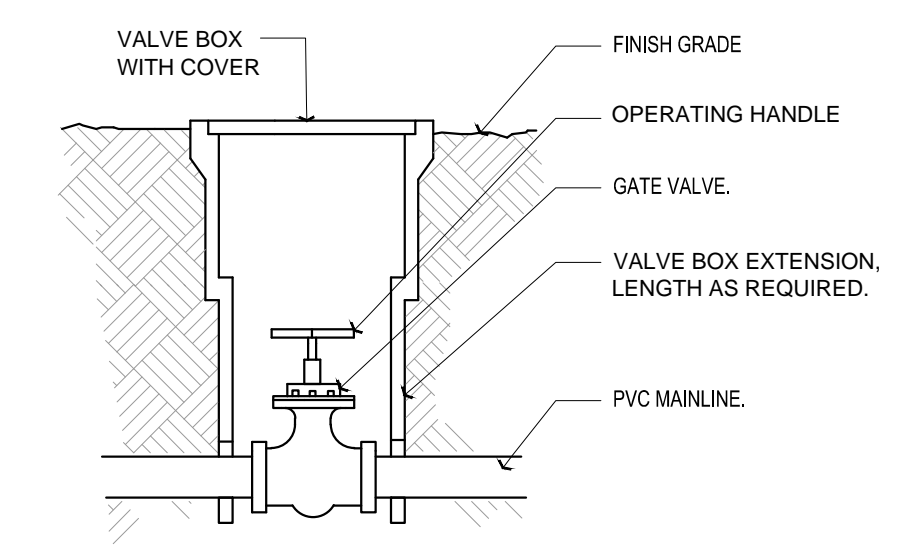
**E** THRUST BLOCK DETAIL SCALE: NTS



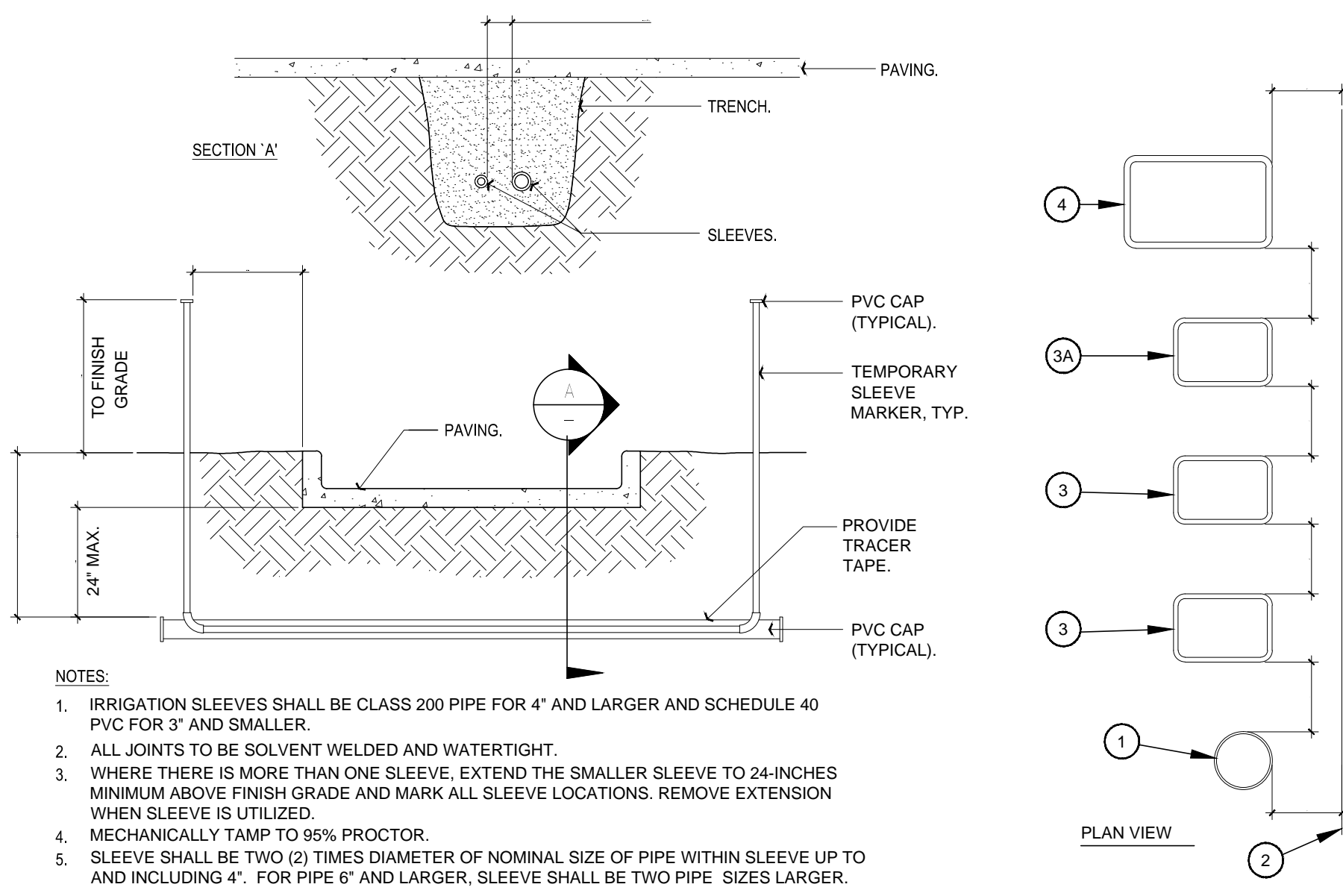
**F** REMOTE CONTROL VALVE SCALE: NTS



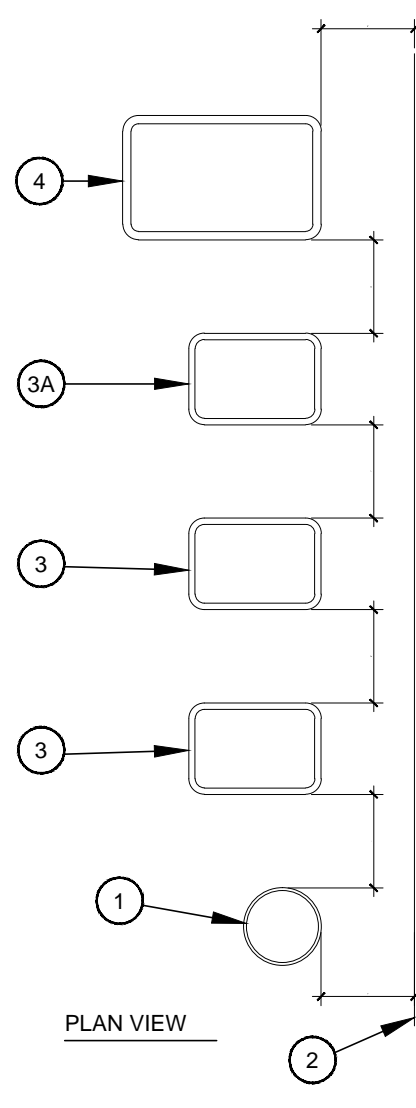
**G** TYPICAL TRENCH CROSS SECTION SCALE: NTS



**H** GATE VALVE DETAIL SCALE: NTS



**I** IRRIGATION SLEEVE DETAIL SCALE: NTS



**J** VALVE BOX ALIGNMENT SCALE: NTS

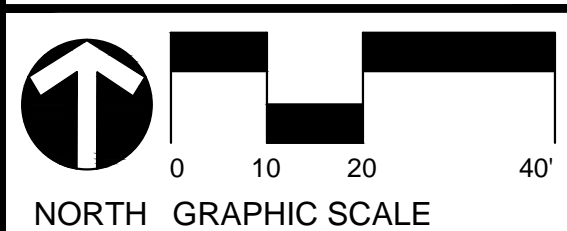
- LEGEND**
- 10" DIAMETER ROUND VALVE BOX BY ARMOR. (QUICK COUPLER VALVE).
  - EDGE OF LAWN, WALK, FENCE, CURB, ETC.
  - STANDARD RECTANGULAR VALVE BOX BY ARMOR. (ELECTRIC REMOTE CONTROL VALVE).
  - 12" X 18" RECTANGULAR VALVE BOX BY CARSON. (ELECTRICAL PULL BOX AND SPLICE BOX).
  - JUMBO RECTANGULAR VALVE BOX ARMOR. (AIR RELIEF VALVE AND GATE VALVE).
- NOTES**
- CENTER VALVE BOX OVER VALVE TO FACILITATE SERVICING OF VALVE.
  - SET VALVE BOXES 2" MAXIMUM ABOVE GRADE IN MULCH COVER OR GROUND COVER/SHRUB AREAS - SET 1" ABOVE FINISH GRADE IN TURF AREAS.
  - SET VALVE BOX AND VALVE ASSEMBLY IN GROUND COVER/SHRUB AREA WHERE POSSIBLE - INSTALL IN TURF ONLY IF THERE IS NO ADJACENT GROUND COVER OR SHRUB BED.
  - SET VALVE BOXES PARALLEL TO ONE ANOTHER AND PERPENDICULAR TO EDGE.
  - AVOID HEAVY COMPACTION OF SOIL AROUND VALVE BOXES TO PREVENT THEIR DEFORMATION/COLLAPSE.

**"ATTENTION"**  
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Construction Plans  
For Construction Pricing Only

REV	DATE	DESCRIPTION



SCALE: 1" = 20'

DATE: AUGUST 8, 2018

PIN: 215614120

**IRRIGATION DETAILS**

**LI502**

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](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 laws, 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 minoritarias y femeninas certificadas se puede encontrar en:

[http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](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.

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



## **1. TERMINATION 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 additional 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 for 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. 41 CFR 60-4.3 Equal Opportunity Clauses**

(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 o r i g i n s 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 subcontractor toward a goal in an approved Plan does not excuse 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 t h e s e s p e c i f i c a t i o n s , 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 shall 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, or otherwise.

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 Section 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 Section 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, subrecipients, 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](http://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 through 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 ORGANIZATIONS**

CDBG funds may not be used for religious activities or provided to primarily religious 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/conservation/tools/cpg/products/](http://www.epa.gov/epawaste/conservation/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:

<ol style="list-style-type: none"> <li>1. Community Development Block Grant Disaster</li> <li>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.);</li> <li>3. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.;</li> <li>4. Florida Coastal Zone Protection Act, s. 161.52- 161.58, F.S.;</li> <li>5. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;</li> <li>6. Title I of the Housing and Community Development</li> <li>7. Act of 1974, as amended</li> <li>8. Treasury Circular 1075 regarding drawdown of CDBG funds.</li> <li>9. Sections 290.0401-290.049, F.S.;</li> <li>10. Rule Chapter 9B-43, Fla. Admin. Code.; 10. Department of Community Affairs Technical Memorandums;</li> <li>11. HUD Circular Memorandums applicable to the Small Cities CDBG Program;</li> <li>12. Single Audit Act of 1984;</li> <li>13. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;</li> <li>14. National Historic Preservation Act of 1966 (Public Law89-665) as amended and Protection of Historic Properties (24C.F.R. Part 800);</li> <li>15. Preservation of Archaeological and Historical Data Act of 1966;</li> <li>16. Executive Order 11593 - Protection and Enhancement of Cultural Environment;</li> <li>17. Reservoir Salvage Act;</li> <li>18. Safe Drinking Water Act of 1974, as amended;</li> <li>19. Endangered Species Act of 1958, as amended;</li> <li>20. Executive Order 12898 - Environmental Justice</li> <li>21. Executive Order 11988 and 24 C.F.R. Part 55 – Floodplain Management;</li> <li>22. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et.seq.);</li> <li>23. Executive Order 11990 -Protection of Wetlands;</li> <li>24. Coastal Zone Management Act of 1968, as amended;</li> <li>25. Wild and Scenic Rivers Act of 1968, as amended;</li> <li>26. Clean Air Act of 1977;</li> <li>27. HUD Environmental Standards (24 C.F.R. Part 58);</li> <li>28. Farmland Protection Policy Act of 1981;</li> <li>29. Clean Water Act of 1977;</li> <li>30. Davis- Bacon Wage Rate Act;</li> <li>31. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq;</li> <li>32. Florida Statute 287.134, Discriminatory Vendors List</li> </ol>	<ol style="list-style-type: none"> <li>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;</li> <li>34. Flood Disaster Protection Act of 1973, P.L 92-234;</li> <li>35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;</li> <li>36. Coastal Zone Management Act of 1972, P.L 92-583;</li> <li>37. Architectural and Construction Standards;</li> <li>38. Architectural Barriers Act of 1968,42 U.S.C. 4151;</li> <li>39. Executive Order 11296, relating to evaluation of flood hazards;</li> <li>40. Executive Order 11288. relating to prevention, control and abatement of water pollution;</li> <li>41. Cost-Effective Energy Conservation Standards, 24 C.P.R. Part 39;</li> <li>42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882;</li> <li>43. Coastal Barrier Resource Act of 1982;</li> <li>44. Federal Fair Labor Standards Act, 29 U.S.C., s.201 et. seq.;</li> <li>45. Title VI of the Civil Rights Act of 1964 Non discrimination;</li> <li>46. Title VII of the Civil Rights Act of 1968 Non-discrimination in housing;</li> <li>47. Age Discrimination Act of 1975;</li> <li>48. Executive Order 12892- Fair Housing</li> <li>49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;</li> <li>50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8;</li> <li>51. Executive Order 11063 - Equal Opportunity in Housing;</li> <li>52. Executive Order 11246- Nondiscrimination;</li> <li>53. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment Training of Lower Income Residents and Local Business Contracting;</li> <li>54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24;</li> <li>55. Copeland Anti-Kickback Act of 1934; Hatch Act;</li> <li>56. Title N Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);</li> <li>57. OMB 2 CFR Part 200</li> <li>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.</li> </ol>
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**GRANT CERTIFICATIONS AND ASSURANCES**

**THE FOLLOWING DOCUMENTS NEED TO BE RETURNED WITH SOLICITATION 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 (1)(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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
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.

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Local Government

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Tax ID Number

\_\_\_\_\_  
 Firm

\_\_\_\_\_  
 DUNS Number

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Date

The undersigned \_\_\_\_\_ (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, \_\_\_\_\_, 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.

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<b>Name</b>	<b>Signature</b>
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<b>Position</b>	<b>Date</b>
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**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**

<b>PRIME NAME</b>	<b>PRIME FEID NUMBER</b>	<b>CONTRACT DOLLAR AMOUNT</b>
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN	Y   N
	DBE?	Y   N
	MBE?	Y   N
	WBE?	Y   N
	SDB BA?	Y   N
IS THE ACTIVITY OF THIS CONTRACT...		
CONSTRUCTION ?		Y   N
CONSULTATION?		Y   N
OTHER?		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**

<b>NAME OF SUBMITTER</b>	<b>DATE</b>	<b>TITLE OF SUBMITTER</b>
<b>EMAIL ADDRESS OF PRIME (SUBMITTER)</b>	<b>TELEPHONE NUMBER</b>	<b>FAX NUMBER</b>

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**

<b>DEPARTMENT NAME</b>	<b>COLLIER CONTRACT # (IFB/RFP or PO/REQ)</b>	<b>GRANT PROGRAM/CONTRACT</b>
<b>ACCEPTED BY:</b>		<b>DATE</b>

**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 \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Address \_\_\_\_\_

Solicitation/Contract # \_\_\_\_\_

**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.

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature) (Date)

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

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Name of Authorized Official \_\_\_\_\_ Title \_\_\_\_\_

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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 \_\_\_\_\_ (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, \_\_\_\_\_, 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

\_\_\_\_\_ Name and Title of Vendor/Contractor's Authorized Official

\_\_\_\_\_ 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 Section 3 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 \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

STATE OF FLORIDA  
 COLLIER COUNTY      DEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this  
 \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.  
 \_\_\_\_\_ My Commission Expires \_\_\_\_\_

Notary Public

(AFFIX SEAL)

## 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.

<b>SECTION 3 INCOME LIMITS</b>		
(FY 2018 Income Limits from <a href="http://www.huduser.org">www.huduser.org</a> )		
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.		
<b>A picture identification and proof of current residency is required.</b>		
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](mailto:complaints_office_04@hud.gov)

#### **LOCAL HUD FIELD OFFICE at.**

**Public Housing and Community Development;**

**701 NW 1<sup>st</sup> Court, 16<sup>th</sup> 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](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
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ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.89	15.19
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ELEC0349-008 09/04/2017

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

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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

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IRON0397-007 07/01/2017

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 29.85 15.83

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\* IRON0402-001 10/01/2017

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 23.00 11.99

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SFFL0821-004 07/01/2018

Rates Fringes

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 28.38 18.89

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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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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](http://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)).

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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.

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### 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.

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END OF GENERAL DECISION