

**CITY OF NAPLES
PURCHASING DIVISION
735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105**

ADDENDUM NUMBER 9

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
05/09/2024	Naples Pier Reconstruction - ITB	24-011	5/30/2024 2:00 PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation.

Exhibit E REPLACES PAGES 40 & 41 OF THE SOLICITATION.

The following answers to written, submitted questions:

1. Is there a specific form that should be used for the bid bond on the above referenced project?

Answer: See Page 23, Section G of the solicitation.

2. Can the bulkhead at the Landings Park inlet be used to load materials onto our barge?

Answer: Yes- this area can be utilized to load materials onto a Barge.

3. Can equipment be placed and used on the existing pier?

Answer: Contractor may use existing pier structure at their own risk. City of Naples is not responsible for the condition of the existing pier structure.

4. Do the temporary steel pipe piles need to all be installed together or can they be installed in sequence with the driving of the pier piles?

Answer: They can be installed as needed in sequence with the driving of pier piles.

5. Who is responsible for Certified Pile Log?

Answer: Contractor shall keep a pile driving log on the site at all times which shall include the following information: date, time, weather conditions, equipment used, pile location designation, blows per foot over entire driving sequence, total length of pile (after driving and cut-off, if cut-off allowed), amount of jetting or punching (if requested and approved), unusual pile behavior, damage and re-driving. This log shall be available to the Engineer or Owner's Representative at any time during the job. Updated copies of log pages shall be provided to the Engineer at least weekly throughout the project. If a vibratory hammer or jetting equipment is used to install pilings, the time needed to hammer and/or jet each piling shall be recorded.

6. Who is responsible for Destructive testing?

Answer: The contractor is responsible for destructive testing

7. Will there be a Price escalation clause for materials in the contract?

Answer: No there is no escalation clause.

8. Who is responsible for Surveys ?

Answer: The contractor is responsible for all required surveys.

9. How much area on either side of the pier will the contractor assume as their work area?

Answer: The width of the Beach end is Approximately 90'. No wider than the beach end on either side.

10. What is the procedure for closing beach access at the restrooms or under the pier via shipping container?

Answer: Contractor is responsible for safety and fencing. The shipping container (or similar method) is required to maintain a safe walkway for pedestrian traffic to move north-south along the beach.

11. Are turbidity curtains required?

Answer: Yes

12. Are signed and sealed shop drawings required for railings?

Answer: No. Per the note at the bottom of page C131, the selected contractor will submit their proposed rail system details for approval, but they do not need to be signed and sealed.

13. Are Expansion joints required in the concrete sub-structure? If so, please detail.

Answer: See page S.101 of the Osborn Engineering plans. Bents 24 and 25 are not connected by longitudinal members. This functions as an expansion joint. No other joints are required.

14. Which permits have been secured so far? Which still need to be secured?

Answer: FDEP, USACE, and local permits are all still in process.

15. May the contractor extract the existing piles and reuse the existing holes to drive the new 18" x 18" concrete piles?

Answer: The design location of the new piles may not be changed. In cases where they happen to end up in the same location as the old pilings, that is acceptable.

16. May the contractor offset the new piles and use the existing piles / pile caps for false work / template to drive the new piles?

Answer: The design location of the new piles may not be changed. Contractor may use the existing structure, at their own risk, for falsework where it does not interfere with the new structure.

17. Please provide a sample contract.

Answer: See Exhibit A – SAMPLE CONTRACT. Be advised this is a sample contract. Additional sections and/or exhibits could be added after the bid opening.

18. Addendum #5 is blurry. What was the change/purpose of this addendum?

Answer: See Exhibit B – REVISED DRAWINGS

19. Is main pier stringer framing Red Cedar or SYP?

Answer: SYP (southern yellow pine).

20. Can framing timbers be lapped for lengths over 20'?

Answer: No. There are no locations on the pier where spans between bents exceed 20'. "Splices" may only occur over bents and shall be done per the detail on the bottom left of page C124.

21. Currently the guard railing cables have a span of 8' between posts. Cable manufacturer suggests this should not have span over 4' to prevent excess deflection in the cable.

Answer: Per the note at the bottom of page C131, the selected contractor will submit their proposed rail system details for approval. If manufacturer recommends shorter spans, contractor may add a spacer at mid-spans.

22. Guard rails have an 18"+ gap between posts in the corners. Can posts be moved closer to corner? Or extra posts added?

Answer: Posts may be field adjusted closer to corner. Per the note at the bottom of page C131, the selected contractor will submit their proposed rail system details for approval.

23. Will alternates be accepted for guard rail cables? We suggest 5/32" diameter cable and Viewrail instead of Atlantis.

Answer: Alternates will not be accepted for bid purposes. The selected contractor may propose alternatives for approval after a contract is awarded.

24. Please confirm the size of the steel angles brackets used to tie down pier stringers and posts. Drawings have conflicting information, see pages C119 & C125, for example.

Answer: The bracket shown on page C119 is for locations where there is a roof post. The brackets shown on C125 are for stringer attachments to the bents. They are supposed to be different sizes for different applications.

25. Will a builder's risk policy be required? If so, please provide value, limits, etc.

Answer: No it will not be considered.

26. Will 4" HDPE Pipe be considered for Fire Line in lieu of 316 S.S? This was accepted at Naples Marina.

Answer: No

27. Please provide as-built drawings of existing pier.

Answer: See Exhibit C – As-builts & Pier Plans

28. What is the length or tip elevation of the existing pier piles?

Answer: The length of the existing piles is unknown.

29. Is Bid item #3 intended to be an alternate to Bid Item #4 placement offshore of concrete debris or is this item for all other items that will not be placed on the acritical reefs?

Answer: No, bid item 3 is for demolition of all debris and transport of non-concrete debris off site. Bid item #4 is for the transport of the concrete debris to the reef sites. In the event the reef sites are not used, bid item #4 would be replaced with the cost to transport the concrete debris to an upland disposal site.

30. At the pre-bid meeting it was discussed that the permitting agencies may not want concrete debris that is now submerged/silted over removed from the debris field. Has there been any further decisions discussion about his? Further, please clarify the limits, areas and items to be removed and disposed of?

Answer: We do not have any updated information at this time. Currently we are planning on all debris being removed. Please refer to pages G102, C105 and C106 for more information.

31. Please provide handrail details if any for the beach access ramp.

Answer: No handrails are required for the beach access ramp, it is at grade level.

32. We understand that the Umbrella Liability requirement states “Limits of not less than \$10,000,000 per occurrence cover all work performed under this contract.” Please see GLF’s current GL structure below. Would GLF’s total GL Per Occ. Limit of \$10M suffice for this requirement?

- GLF’s Primary GL Limits: \$2M Per Occ. / \$4M Agg.
- GLF’s Lead Layer Excess Limits: \$5M Per Occ. / \$5M Agg.
- GLF’s 2nd Layer Excess Limits: \$3M Per Occ. / \$3M Agg.
- **GLF’s Total GL Limits (with excess included): \$10M Per Occ. / \$12M Agg.**

Answer: The limits outlined by GLF below (totaling \$10M per occurrence/\$12M agg) would meet the City’s GL insurance requirement.

33. Will contractors be allowed to make optional/discretionary pile splices?

- a. Trucking in 100’ piles may not be feasible, would certainly cause significant impacts on local traffic, and would add substantial costs.

Answer: No, full length 100 foot piles are required. They may be brought in by barge if traffic is an issue. Pile splices will only be allowed under extraordinary circumstances where a 100 foot pile does not reach capacity.

34. Can a bid item be added for a construction trestle (refer to FDOT spec here)?

- a. Spreading trestle costs among bid items is not the best way to administer this project.

Answer: We would like to avoid revising the SOV this late in the bid process.

35. Can a bid item be added for vibration & settlement monitoring (refer to FDOT spec here)?

- a. Spreading monitoring costs among bid items is not the best way to administer this project.

Answer: We would like to avoid revising the SOV this late in the bid process.

36. Will the owner please clarify how the quantity was derived for item 4 – Artificial Reef Disposal?

- a. Will the owner please clarify how this item will be measured?

Answer: The unit on the SOV for Artificial Reef Disposal is “per ton, per mile” as we do not yet know which reef site will be allowed by the permitting agencies. If the estimated 2,000 tons of debris is taken to the 16 mile reef site, that would be 32,000 ton-miles. We understand that this number will need to be adjusted based on the reef site that is chosen but we are trying to establish a unit rate here. Per the notes on page G102, we would like the selected contractor to submit their proposed method for verification of tonnage. Keeping record of draft measurements on the disposal barge would be an acceptable method.

37. Is disposal of concrete debris at reefs required? Would upland disposal be allowed? If reef disposal is required, is the location of disposal at the contractor’s discretion?

Answer: Contractor is required to provide a cost for Reef disposal in the base bid at this time. The location will not be the contractors discretion, it is TBD based on input from the permitting agencies.

See Exhibit D – REVISED SCHEDULE OF VALUES - An optional line item has been added to the SOV for a price to take the concrete debris to a landfill as an alternative. Contractor is required to provide a price for both.

38. Will the owner please reconsider its response in Addendum #3 regarding the ABS Load Line requirements?
- This requirement seems excessive. Numerous local contractors provide safe, quality work in the area without ABS load line barges, including but not limited to pier construction and artificial reef deliveries.

Answer: The contractor will be responsible for the safety of all materials transported and/or stored on their barges regardless of whether materials are owned by the Contractor or the City. It is recommended that the Contractor check with both their insurance company and the Coast Guard if it is desired to use a non-ABS Load Line Barge.

39. Will the owner please clarify that the pricing for the 14" Pile alternates will not impact the evaluation of the bid results and that is for informational purposes only?

Answer: Confirmed. The cost of the 14" pile alternatives will not be a factor in the bid selection.

40. Will construction joints be allowed for the bent caps at the mid pavilion and end pavilion?

Answer: Yes

41. Sheet S301 refers to a concrete pile schedule, where can this be found?

Answer: Please see Exhibit B – REVISED DRAWINGS

42. What is the intent of the temporary pipe piles? No other details can be found in the project plans other than the layout on Sheet C104. How long is each pile expected to be? Are these structural? Will there be any driving requirements or simply adequate embedment? Where is the owner paying for the piling? Are they required? If required, can a pay item please be created?

Answer: These are intended to be used to support temporary work (pile driving templates) only if needed. They are not required. Page C104 is simply showing what is being permitted with the environmental agencies.

43. Will the Owner please consider allowing contractors the option of using the secondary upland access for the full duration of the job? In this scenario the contractors would be responsible for employing sea turtle inspection services at their own costs. Contractors would also be responsible for navigating around any identified nests. Contractors would be responsible for fencing off their access route each day and removing the fence at the conclusion of the shift.

- Use of the access from the restroom area is not currently feasible for equipment and material access and would require costly relocation or full removal and reconstruction expenses related to the existing facilities.

Answer: Beach access from 17th Ave is being permitted to be accessible during sea turtle with proper protocols in place, The 17th Ave access will be for equipment and materials too large to utilize the pier restroom area access. It will not be open to unrestricted use. Every anticipated deployment from 17th will need to be provided with respect to the date and time that the access is needed. No access can be granted until the beach has been cleared by the County's turtle inspection team(s) and will require a biologist on-site to ensure that equipment maintains safe distances from any sea turtle nests. No fencing will be allowed on the beach for this access. It will be limited use only for larger equipment or material.

44. Will the owner please extend the bid date by 2 weeks or to a date 2 weeks beyond the final addendum answering all pre-bid questions? Whichever is later. Currently, the Q&A cutoff is 10 days prior to bid. Allowing the designer time to answer questions and publish an addendum, this timeline will only leave the bidders a few business days to react to any changes. Allowing adequate time between the last addendum and bid submission will ensure the owner receives the most competitive bid responses.

Answer: The solicitation opening date was extended in Addendum #7.

45. What is the lateral load test maximum load, position, and ASTM D3699 loading procedure.

Answer: Lateral load test shall be 17.2 kips maximum load applied at pile head. It will follow ASTM 3966 10.1.4 procedure for Cyclical Loading.

46. What is the definition of failure for the lateral load test.

Answer: Permanent deflection at pile head greater than 10”.

47. Will the 2 lateral load tested piles be PDA tested?

Answer: Yes, they need to be PDA tested during installation and again after lateral load testing.

48. Will the City please review the attached 18” EMECA splice detail for approval and use on the project.

Answer: This detail will be acceptable in the unlikely case where a splice is allowed (see response to #1 above).

49. Per Addendum 3 question 13 you said the test pile are to be removed to at least 2’ below mud line but in the Technical Specifications it says all piling shall be removed to a minimum of 10’ below substrate. What is the difference between test pile or existing pile? Standard FDOT procedure is 2’ below mudline. Can they all be removed to 2’ below mud line. If they cannot be removed to 2’ below mudline does the city have a dredging permit for the contractor to be able to remove all the material that will be required to be removed to accomplish the 10’ below substrate.

13. Schedule of values item #6 indicates 1,000 linear feet but only 4 units. Please clarify, 4 each at 250’ long? Some other multiple? Answer: A total of (8) vertical piles and (2) battered piles are to be tested, each 100’ in length. They will be spaced along the length of the pier. Plans will be revised to show exact locations. An additional (2) 100’ vertical piles are to be installed in non-permanent locations, one within the mid-pavilion footprint and another within the end pavilion footprint and be laterally load tested to failure then removed to at least 2’ below the mudline. Disposal of the failed test piles or sections thereof shall be in accordance with the requirements of the demolition and removal specifications. The lateral load test piles will be added as a separate line item on the SOV. EOR or Representative must observe the installation and testing of all test piles.

iv. All pilings shall be completely removed or cut off minimum 10 feet below substrate.

Answer: Please defer to the technical specifications here – all piles need to be removed to at least 10’ below the mudline. The reason is for future scour potential. A pile cut off 2’ below the mudline (particularly near the beach) could become exposed after a storm event as the sand elevation changes frequently. The environmental permits are still in process but will have a provision for proper removal of the piles and other debris.

50. Please verify the number of spans and piles for the pier. On page C104, there are 54 spans with 182 piles. However, on page C108 and S.101A to S.101B of the replacement set, it showed 56 spans with 191 piles. Please advise me the correct number of spans and piles count.

Answer: There are 56 spans. The purpose of C104 is simply to show what temporary work is being permitted with the environmental agencies. Please refer to Osborn drawings for concrete pile and bent information.

51. The replacement pages of the new set don't indicate the locations for the test piles. Please advise.

Answer: See note 9 on page S.001 for description of test pile locations.

52. On page C104, there are 24" temporary steel piles running along the sides of the pier. Please clarify the depth of the piles and how this item is paid.

Answer: The purpose of page C104 is to show what temporary work is being permitted for the Pier. None of this is required and is only for the contractor to use as needed

53. Will a builder's risk policy be required? If so, please provide value, limits, etc.

Answer: Yes. Builders Risk is commonly required for construction projects and will be required. It will be required for the full value of the construction project.

54. Sheet G102 technical specification 9i states Guardrail shall utilize minimum 3/16" diameter grade 316 stainless steel cable, Atlantis Rail Systems or approved equivalent. Atlantis Rail Systems utilizes 5/32" cable in the RailEasy system. Please approve the use of 5/32" cable for the Guardrail.

Answer: 5/32" cable will be acceptable. Please disregard previous RFI responses that contradict. We were not aware Atlantis used a 5/32".

55. Per Addendum #3 Q&A Item #13

- a. In the referenced Q&A Item, Bid Item #6 was clarified to be 8 test piles x 100 LF. These pile can be located in permanent locations. An additional bid item (Item #8) was created to accommodate the 2 – 100 LF test pile that are to be tested to failure in non-permanent locations. However, the revised schedule of values still shows item #6 with a quantity of 1,000 LF for the 8-test pile. Can the Owner please clarify if the correct quantity is 800 LF or 1,000 LF as the SOV indicates?

Answer: Correction – there should be 10 concrete production piles tested as per the SOV and Osborn engineering drawings. An additional 2 sacrificial piles are to have a lateral load test done.

56. Sheet A.022A- What height is required for the flood shields? The widest the specified manufacturer can make the flood shields is 108" (9'). Will two flood shields be needed for the parking entry gates? If so, will a separate cross section be provided so they can be properly quoted?

Answer: The flood shields will be removed from the project – updated drawings are in process.

57. Sheet C124 cross section calls for 8" X 6" X 3/8" 304/305 SS angle bracket. The stringer connection detail below has dimensions shown as 18" X 6". Please confirm which size angle bracket is correct for the stringer connections.

Answer: The legs of the "L" shaped bracket are 8" and 6" inches. The bracket is to be 18" long. The thickness of the steel is 3/8". One of these is a cross section and the other is a top view.

58. Sheet C119- Please confirm size of angle bracket required for 10" X 10" post connection.

Answer: 12"x12"x12".

59. Sheet C125- Cross section calls for 8" X 6" X 3/8" 304/305 SS angle bracket. The same cross section has a 10" dimension that contradicts the 8" X 6" X 3/8" size. Please confirm the required angle bracket size.

Answer: The legs of the "L" shaped bracket are 8" and 6" inches. The bracket is to be 10" long. The thickness of the steel is 3/8". One of these is a side view and the other is a front view.

61. Please provide a mechanical connection detail where stringers do not connect to the 10" X 10" posts on the observation deck.

Answer: Please refer to the detail on page C124 for this scenario.

62. There is a conflict between the set of plans from Qualus E sheets dated on 12/27/23 and plans from MHK Architecture E sheets dated 02/28/2024 regarding the electrical service/ Gear. On the plans from Qualus it shows a 400A service and two new panels (New panel board #1 and #2) one in the men's bathroom and other one in the mid pier section, also leaving existing panel (B) and on plans from MHK shows a 600A Service with new disconnects and panels for bathrooms and concessions but no (New panel board #1 and #2) which plans should we follow for the service/gear?

Answer: Drawing revisions are in process and revised plans will be provided.

63. Can the City please advise if predrilling will be required for the pile installation according to the geotechnical report 5.3 Pile Installation Monitoring it says, We note that hard lenses or layers in limestone may require pre-drilling pilot holes to achieve penetration to the minimum pile tip elevations, expected to be between elevation -50 feet (70 foot pile length) along the eastern third of the pier and elevation -80 feet (100 foot pile length) along the western third of the pier. If pre-drilling is required what is the minimum tip that we need to pre-drill to. How will the pre-drilling be paid for?

Answer: Predrilling is not required – the use of predrilling goes into the means and methods of pile installation in order to meet the minimum tip, loading and other requirements. It is up to the contractor to determine whether they elect to predrill piles.

64. It is our interoperation that we do not have to keep the restrooms open for the public. Can the city please confirm that access to the restrooms and showers does not have to remain open to the public and we don't have to provide any kind of facilities i.e., portable toilets available to the public.

Answer: Correct, access to the restrooms does not need to be maintained.

65. Will the EOR please provide a pile data table for the project. I have provided an example of a pile data table below that is provided in in pile driving projects.

Answer: A pile data table will not be provided for this project.

66. As the contractors are receiving pricing back and with the apparent challenges this project provides what is the City's plan if the project goes over the City's budgets. What will the City have to do and how long will it take, and will they be able to procure the additional funds needed to build the project?

Answer: City will review all bids.

67. Does the City have a design or specification for the turtles in the pavers in front of the entrance in the case they need to be built back if they are damaged in construction?

Answer: There are no plans- pictures and dimensions will need to be documented and then rebuilt to look the same.

68. Will the City consider closing off public access at the pier entrance on 12th AVE S with all the other access points along the beach that are available?

Answer: There will be no public access at 12th AVE s during construction.

69. If the City will not consider blocking public access at the pier entrance on 12th AVE S, can we move the public beach walkway access entrance point to the north side of the men's restroom, and will the contractor need any permits to clear out the sea grapes and will the city want the sea grapes re planted at the end of the project?

Answer: See answer to question 68

70. Will the City consider a buffer off of the North and South side of the pier to keep the public safe out of harm's way while under construction 60' off of each side.

Answer: The buffer can be as wide as the beach end.

71. Technical specifications call for decking to be 5/4" X 6" IPE. Sheet C113 calls for 2" X 6" IPE decking. Please confirm which size decking to use for the beach access ramp.

Answer: The decking should be 5/4"x6" IPE.

74. Please clarify Bid item #26 Relocate existing camera pole, to where? Any details on wire size and type? Foundation?

Answer: All known information is shown on the plans including the new location. It is being moved approximately 42'. The only reason for relocating it is because it is in the way of the deck expansion in its current position.

75. Please Bid Item #12 Underwater Camera Box, is this item intended to include the camera itself? If so, provide details and specifications.

Answer: No, the camera will not be part of this project. It is intended to be the infrastructure for a future camera to be installed by others.

76. 11.) The #12 X 3 /12" bugle head wood screws specified in the project drawings are loose screws. Having to individually drive these will affect productivity throughout the duration of the project. #10 X 3" 316 SS deck screws can be used in the Quik Drive auto-feed screw driving system. These have been utilized in other marinas in the surrounding area and have withstood the test of severe weather. Using the Quik Drive auto-feed screw driving system will increase productivity while providing the rigidity needed to withstand severe weather. I have attached the product sheet for your reference.

Please confirm #10 X 3" 316 SS DWP wood screw is an approved alternate to the #12 X 3 1/2" specified in the project drawings.

Answer: Confirmed, the #10 x 3" 316 SS screws will be an acceptable alternative.

77. 13.) Do the existing stainless angle brackets on the concrete cap need to be removed prior to disposal at the approved artificial reef sites shown in the plans.

Answer: If the material is taken to the reef site, the brackets will need to be removed.

EXHIBIT A - SAMPLE CONTRACT

CONTRACTOR'S AGREEMENT

Resolution No. _____

24-011 Naples Pier Reconstruction - ITB

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of June 2024 by and between the **City of Naples** (the "CITY") and _____, a _____ authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is a Florida municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, CONTRACTOR was the successful bidder for an advertised **Invitation to Bid** identified as **ITB 24-011** titled **Naples Pier Reconstruction**, which satisfies the CITY's Procurement Policy Sec. 2-663; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (ITB 24-011) and (RFQ 23-036) issued in connection with this project.

NOW THEREFORE, in consideration of the premises and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

EXHIBIT A - SAMPLE CONTRACT

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in ITB 24-011 and RFQ 23-036, which is incorporated herein by reference. In the event of any internal conflict within the Contract Documents, the order of precedence shall be as follows: The Scope of Services, this Agreement, the ITB 24-011, RFQ 23-036.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in invitation to bid (ITB), bid specifications, engineering plans, shop drawings, material lists, and/or other similar documents issued for this project by the CITY, together with any addenda, all hereinafter the “**Bid Documents.**” The **Bid Documents** are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.
- d. **CHANGES IN THE WORK AND CHANGE ORDERS.** Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work after execution of the Contract, and without invalidating the Contract. Changes in the Work may only be accomplished by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated herein and elsewhere in the Contract Documents. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented, as provided herein, except in the case of an emergency and except in the case of uncovering Work as those situations are addressed herein. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Contractor for any compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally.

A Change Order, in the form attached as Exhibit ____ to the Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and Owner concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Contractor shall mutually agree.

If Owner and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Contractor disagrees with the Owner's adjustment determination, Contractor must make a claim pursuant to Claims and Disputes clause or else be deemed to have waived any claim on this matter it might otherwise have had. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as

EXHIBIT A - SAMPLE CONTRACT

a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractor's and sub-subcontractor's direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above. Contractor's and Subcontractor's bond costs associated with any Change Order shall be included in the overhead and profit expenses and shall not be paid as a separate line item. Owner shall have the right to conduct an audit of Contractor's books and / or records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order. The Design Professional shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order. Such changes shall be binding on the Contractor. If Contractor receives a written Field Order that Contractor believes entitles Contractor to an increase in the Contract Amount and/or Contract Time, then Contractor shall immediately provide the Design Professional and Owner with written notice of said belief and shall comply with all notice and substantiation of claim provisions held herein.

3. Commencement and completion/Term.

- a. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated damages will be assessed against CONTRACTOR in an amount consistent with the current Section 8-10.2 Florida Department of Transportation Standard Specifications for each day after that the work contemplated by this Agreement is incomplete based on a NTP and its stated time frame of completion.
- c. This Agreement will commence on award and be in effect until completion of the project. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon receipt of a written NTP from the CITY. Substantial completion must be reached for all aspects of the project no later than **550 days** from the issued Notice to Proceed and fully completed in **580 days**, and subsequent Administrative 60-day Project Close-out beginning after the date of full completion.

4. Payment.

- a. The CONTRACTOR will be paid \$_____ for the full and satisfactory of the Scope of Work set forth in the Contract Documents as adjusted by any approved change orders signed by both parties to this Agreement. **The Contract Documents include the: Scope of Services, the ITB 24-011, and RFQ 23-036. See Exhibit ____.** CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in an agreed upon Change Order in writing signed by both Parties.

EXHIBIT A - SAMPLE CONTRACT

- b. Progress payments, if any, will be made as set forth in the Contract Documents. .
 - c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials.
5. Acceptance of work product, payment, and warranty shall be processed as follows: Each invoice will be processed upon completion of the CITY's inspection and the CONTRACTOR'S submission of a properly executed associated waiver and release of claims not previously submitted in writing upon progress payment, waiver and release of claims not previously submitted in writing upon final payment, contractor's partial payment affidavit, and contractor's final payment affidavit as identified in ITB 24-011.

a. Completion

1. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Contractor shall notify Owner and Design Professional in writing that the entire Work (or such designated portion) is substantially complete and request that Design Professional issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Said written notice from Contractor shall include a proposed punch list of all items of Work to be completed or corrected by Contractor. Within a reasonable time thereafter, Owner, Contractor and Design Professional shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner and Design Professional do not consider the Work (or designated portion) substantially complete, Design Professional shall notify Contractor in writing, giving the reasons therefor. In such case, Contractor shall pay the costs of all additional Substantial Completion inspections. If Owner and Design Professional consider the Work (or designated portion) substantially complete, Design Professional shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion), which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Contractor and include a final punch list of items to be completed or corrected in compliance with the Contract Documents by Contractor before final payment. Accordingly, Design Professional shall provide the final punch list to Contractor within seven calendar days after Contractor has achieved Substantial Completion. Contractor acknowledges and agrees that the failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of Contractor to complete all the Work required under this Contract and does not waive Owner's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment. Additionally, if this Agreement involves Work on more than one building or structure, or involves a multi-phased Project, a punch list shall be developed in accordance with the timelines set forth in this paragraph for each building, structure, or phase of the Project. Owner shall allow Contractor reasonable access to complete or correct items on the final punch list.
2. When Contractor believes it has fully performed all of the Work, including all punch list items, Contractor shall deliver to Owner a written affidavit from Contractor certifying that all Work has been completed in accordance with the requirements

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of the Contract Documents. That written affidavit shall be delivered to Owner by Contractor at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Design Professional and Owner shall promptly inspect the Work to determine if all of the Work has been completed and is ready for final acceptance by Owner. If Owner and Design Professional determine Contractor has completed the entire Work, Design Professional shall promptly issue a final Certificate for Payment, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Work has been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Contractor, as noted in the final Certificate for Payment, is due and payable; and (iii) all conditions precedent to Contractor's entitlement to final payment have been satisfied. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the final Release and Affidavit in the form attached to the Agreement as Exhibit X, along with waivers and releases of claims against bonds from all subcontractors and suppliers, (2) consent of surety to final payment, and (3) if required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of claims, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner. Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Design Professional may have issued its recommendations. Unless and until Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

b. Quality Guarantee/Warranty

1. Contractor shall obtain and assign to Owner all express warranties given to Contractor by any subcontractors and/or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor expressly warrants to Owner that all materials and equipment to be incorporated into the Work shall be new unless otherwise specified. Further, Contractor expressly warrants to Owner that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to Owner and shall not include any exclusions, exceptions or modifications except to the extent approved by Owner in its sole discretion. In addition to all other rights and remedies available to Owner at law or in equity, including any implied warranties Owner may be entitled to as a matter of law, Contractor expressly warrants to Owner that it shall promptly correct, upon receipt of written notice from Owner, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by Owner in its sole discretion to present an immediate threat to safety or security, Owner shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Contractor shall reimburse Owner for all costs and expenses incurred by

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Owner in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved. With respect to the correction of any defective or nonconforming Work, Contractor shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. **Contractor shall conduct, jointly with Owner and Design Professional, a warranty inspection at six (6) months and eleven (11) months after the date Substantial Completion is achieved. Contractor's warranty excludes remedy for damage or defect caused by Owner's abuse, modifications not performed by Contractor, improper or insufficient maintenance by Owner (unless such maintenance was performed in accordance with the directions from Contractor), improper operation by Owner (unless such operations were performed in accordance with the directions from Contractor), or normal wear and tear under normal usage.**

c. Test and Inspection

1. Owner, Design Professional, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection, and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Design Professional and Owner's Uniform Building Construction Inspector with timely prior written notice (at least 48 hours) of the readiness of the Work for all required inspections, tests or approvals.
2. If the Contract Documents or any codes, laws, ordinances, rules and/or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Design Professional the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to Owner and Design Professional.
3. If any Work that is to be inspected, tested or approved pursuant to the Contract Documents is covered without such inspection, testing or approval having been satisfactorily obtained by Contractor and without obtaining the written concurrence from Design Professional, such Work must, if requested by Design Professional, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Design Professional 48 hours written notice of Contractor's intention to cover the same and has requested written concurrence by Design Professional and Design Professional has not acted with reasonable promptness to respond to such notice and request. If any Work is covered contrary to written directions from Design Professional, such Work must, if requested by Design Professional, be uncovered for Design Professional's observation and be replaced at Contractor's sole expense.
4. Owner shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by Owner in connection with any overtime work unless such overtime work was expressly

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requested by Owner and Contractor was on schedule or if work schedule was previously agreed upon. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

5. Neither observations by Design Professional or Owner, nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
6. Contractor is responsible, without reimbursement from Owner, for re-inspection fees and costs, to the extent such re-inspections are due to the fault or neglect of Contractor.
7. Contractor shall only use a certified independent testing and balancing services contractor to perform "Test and Balance" (T&B) services for this project. The T&B contractor shall be completely independent of the Contractor's mechanical and ventilating subcontractor(s). Contractor shall be responsible for coordinating mechanical/ventilating (HVAC) work, including HVAC control systems and T&B work.
8. T&B Submittal Requirement: Completed T&B report shall be delivered by Contractor to Owner at Substantial Completion.
9. In addition to all other inspection obligations of Contractor under the Contract Documents, Contractor shall provide structural inspections on threshold buildings pursuant to a structural inspection plan prepared by the Design Professional. The term "threshold building" as used herein shall have the meaning prescribed in the Florida Building Code. The purpose of the structural inspection plan is to provide specific inspection requirements, procedures and schedules so the building's structure can be adequately inspected for compliance with the applicable Contract Documents. Inspection of the shoring and reshoring for conformance with the shoring and reshoring plans is also required. The threshold building inspection shall be performed by a threshold inspector, certified by the State of Florida, and approved by Owner. Contractor shall promptly provide to Owner and Design Professional copies of all threshold building inspection reports.

d. Defective Work

1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Owner or Design Professional, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by Owner or Design Professional, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct and indirect costs of such correction or removal made necessary thereby, and shall hold Owner and Design Professional harmless for same.
2. If Owner or Design Professional consider it necessary or advisable that covered Work be observed by Design Professional or inspected or tested by others,

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Contractor, at Design Professional's or Owner's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Owner or Design Professional may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall bear all direct and, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension to the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

3. Owner shall have the right to order Contractor to stop all or any portion of the Work if at any time Owner reasonably determines that Contractor's performance of the Work is not in compliance with the requirements of the Contract Documents. Such noncompliance shall include, but is not limited to, Contractor's failure to provide adequate labor, materials or equipment to satisfactorily maintain the various Project schedules (including the Master Project Schedule). This right to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating Owner to exercise this right for the benefit of Contractor or any other person.
4. Should Owner determine, at its sole opinion, it is in Owner's best interest to accept defective Work, Owner may do so. Contractor shall bear all direct and, indirect and consequential costs attributable to Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If Owner accepts such defective Work after final payment, Contractor shall promptly pay Owner an appropriate amount determined by Owner to adequately compensate Owner for its acceptance of the defective Work.
5. If Contractor fails, within a reasonable time after the written notice from Owner or Design Professional, to correct defective Work or to remove and replace rejected defective Work as required by Owner or Design Professional, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Design Professional and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph. All direct,

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indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Contractor, and a Change Order or a Construction Change Directive shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

e. Supervision and Contractor's Representative

1. Contractor is responsible for supervising, coordinating and performing the Work with such care and skill as would be provided by a contractor with extensive and special expertise in the type of work required under the Contract Documents. Contractor is responsible for completing the Work so that it complies accurately and completely with the requirements of the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident representative who shall not be replaced without prior written notice to Owner and Design Professional except under extraordinary circumstances. The representative shall have authority to act on behalf of Contractor. All communications given to the representative shall be as binding as if given to Contractor. Owner shall have the right to direct Contractor to remove and replace its Project representative or any other employee of Contractor or any employee of any subcontractor from this Project, with or without cause.
2. Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of Contractor to coordinate, inspect and provide general direction of the Work and progress of the subcontractors. Contractor shall provide no less than those personnel during the respective phases of construction that are set forth in Exhibit X SUB-CONTRACTORS AND MATERIAL SUPPLIERS to the Agreement. Contractor shall not change any of those persons identified in Exhibit X unless mutually agreed to in writing by Owner and Contractor. In such case, Owner shall have the right to approve the replacement personnel.
3. Contractor shall establish and maintain lines of authority for its personnel, and shall provide this information to Owner and all other affected parties, such as the code inspectors of any permitting authority, the subcontractors, and Design Professional. Owner and Design Professional may attend meetings between Contractor and its subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of Contractor to administer the subcontracts.

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4. Contractor shall be responsible to Owner for the acts and omissions of its employees and agents and its subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to Contractor. Contractor shall develop and maintain a program, acceptable to Owner and Design Professional, to assure quality control of the Work. Contractor shall supervise the Work of all subcontractors, providing instructions to each when their portion of the Work does not conform to the requirements of the Contract Documents and Contractor shall continue to exert its influence and control over each subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between Contractor and Design Professional over the acceptability of the Work, Owner, in its sole discretion, shall have the right to determine the acceptability.

f. Protection of Work

1. Contractor shall fully protect the Work and adjacent property from loss or damage and shall bear the cost of any such loss or damage until Final Acceptance of all work is achieved. If Contractor or anyone for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
2. Contractor shall ascertain what temporary enclosures, if any, of building areas, including existing facilities, should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work and to protect and secure the Work and existing facilities, in periods when extreme weather conditions are likely to be experienced.
3. Contractor shall not permit any unsafe loading of any structure at the Project site, nor shall Contractor subject any part of the Work or adjacent property to any forces that will endanger it.
4. Contractor shall not disturb any benchmark established by Owner with respect to the Project. If Contractor, or its subcontractors, agents or anyone for whom Contractor is legally liable, disturbs Owner's benchmarks, Contractor shall immediately notify Owner and Design Professional. Owner shall have the benchmarks reestablished and Contractor shall be liable for all costs incurred by Owner associated therewith.

g. Emergencies

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Contractor shall take immediate action to prevent injury and/or death to any person and/or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project site. Contractor shall give Design Professional written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Design Professional determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time. Contractor is obligated to promptly report in writing to Owner all accidents relating to the Work that result in any personal injury and/or death and/or property damage.

h. Use of Premises

1. At all times during the performance of the Work, Contractor shall keep all of its operations, (including, but not limited to, the use and storage of all equipment and materials), within the Project site or such other areas as may be permitted by the Contract Documents. Contractor shall not use the Project site in any manner that is unreasonably burdensome or otherwise inconsistent with Owner's interest. Contractor is responsible for any damage to any such area, or to the owner or occupant thereof, or any areas contiguous thereto, resulting from the performance of the Work.
2. Except as required by the Contract Documents or otherwise required in order for Contractor to satisfy its safety and security obligations under the Contract Documents, Contractor shall not erect or install, nor shall it permit any of its subcontractors, suppliers, subconsultants or any other party for whom it is legally responsible to erect or install, any signage upon the Project site or any other property of Owner, unless such signage has been expressly approved in writing by Owner, which approval may be withheld by Owner in its sole discretion.
3. Contractor acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Contractor shall coordinate its Work so as to cause no unreasonable interference with or disruption to Owner's operations.
4. Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to Contractor the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the solicitation was published and such early occupancy negatively impacts Contractor's cost or time of performance, Contractor shall be entitled to an equitable adjustment to the Contract Amount and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

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i. Safety

1. CONTRACTOR is responsible for the safety and protection of all persons and property on or about the Project site during the progress of the Work. Further, it is CONTRACTOR's responsibility to protect from damage or loss all material and equipment to be incorporated into the Work which may be stored off the Project site. CONTRACTOR shall develop and implement, in accordance with the requirements of the Contract Documents, (including those contained within the various documents identified in Exhibit E to the Agreement), a safety plan for the Work.
2. CONTRACTOR shall comply with all applicable codes, laws, ordinances, rules and regulations of Owner and any public body having jurisdiction over the Work, including all of their safety codes, laws, ordinances, rules, and regulations. CONTRACTOR shall notify owners of adjacent property and of any underground structures or improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.
3. At all times during the performance of the Work at the Project site, CONTRACTOR shall have designated, and located on a full time basis at the Project site, a qualified individual whose responsibility shall be to monitor and enforce CONTRACTOR's safety program at the Project site. CONTRACTOR hereby designates its superintendent as that safety representative. CONTRACTOR may designate by written notice to Owner another individual, reasonably acceptable to Owner, who shall be CONTRACTOR's safety representative at the Project site.
4. Alcohol, drugs, and all illegal substances are strictly prohibited on any Owner property. All employees of CONTRACTOR, as well as those of all subcontractors and those of any other person or entity for whom CONTRACTOR is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.
5. CONTRACTOR acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Construction Manager shall comply with the following:
 - i. All Owner facilities are smoke free. Smoking is strictly prohibited;
 - ii. All Employees shall be provided an identification badge by CONTRACTOR. Such identification badge must be prominently displayed on the outside of the Employees' clothing at all times. All Employees

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working at the Project site must sign in and out with CONTRACTOR each day;

- iii. CONTRACTOR shall strictly limit its operations to the designated work areas and shall not permit any Employees to enter any other portions of Owner's property without Owner's expressed prior written consent;
- iv. All Employees are prohibited from distributing any papers or other materials upon Owner's property, and are strictly prohibited from using any of Owner's telephones or other office equipment;
- v. All Employees shall at all times comply with OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;
- vi. All Employees shall enter and leave Owner's facilities only through the ingress and egress points identified in the site utilization plan approved by Owner or as otherwise designated, from time to time, by Owner in writing;
- vii. When requested, CONTRACTOR shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;
- viii. The Employees may not solicit, distribute or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and
- ix. At all times CONTRACTOR shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

j. Project Meetings

1. **Within fourteen (14) days of contract execution, CONTRACTOR shall attend a preconstruction conference with Owner and Design Professional and others as appropriate to discuss the Master Project Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.** During the prosecution of the Work, CONTRACTOR shall attend any and all meetings convened by Owner or Design Professional with respect to the Project, when directed to do so by Owner or Design Professional. CONTRACTOR shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by Owner or Design Professional.

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k. Material Safety Data Sheet

1. If any chemicals, materials, or products containing toxic substances, as defined by 29 C.F.R. 1910, Subpart Z or any local, state or federal statutes or regulations, are contained in the products used on site or incorporated into the construction by CONTRACTOR or any of its subcontractors, CONTRACTOR shall provide to Design Professional and Owner a Material Safety Data Sheet at the time of each delivery or prior to each new use of such product.

l. Compliance with Laws

1. CONTRACTOR agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, administrative orders, regulations and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If CONTRACTOR observes that the Contract Documents are at variance therewith, it shall promptly notify Owner and Design Professional in writing.

- m. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, the installment payment will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A." CONTRACTOR guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. Termination.

- a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. Project management.

- a. Any subsequent changes to the assigned Project Manager for either party must be provided by notice as described in paragraph eight (8) below and do not require an amendment to this Agreement.
- b. The CITY's Project Manager is Travis Delashmet, Facilities Maintenance Superintendent.
- c. The CONTRACTOR's Project Manager assigned is _____.

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

To CITY: City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102

To CONTRACTOR: _____, Attention: _____, Title; P.O. Address _____

9. Insurance.

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY and the Design Professional from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The City's General Insurance Requirements (attached as **Exhibit "C"**) apply. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
- c. In addition, Umbrella Liability: with limits of not less than \$10,000,000 per occurrence cover all work performed under this contract. Builders Risk insurance to provide

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coverage with limits equal to the full contract amount. In addition to the City's General Insurance Requirements, the specialized insurance listed below is required.

- a. U.S.L. & H. and Jones Act (If applicable) Workers Compensation, as required by law for work performed in, on, or near navigable water shall be maintained by the Contractor.
- b. Watercraft Liability coverage shall be maintained by the Contractor in an amount no less than the General Liability limits referenced in the General Insurance Requirements.
- c. Protection and Indemnity insurance (P&I) may be accepted in lieu of or in addition to any of the coverages listed above.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** A Payment Bond and a Performance Bond shall be obtained by the CONTRACTOR and shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. CONTRACTOR, prior to commencement of work, will record the Payment & Performance Bond in the public records of Collier County and furnish a copy of the original recorded bonds to the CITY Purchasing Department. If a surety bond has been required for the CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
- c. **Retainage.** As a method to assure completion of all project/work orders over the total amount of \$100,000.00, retainage in the amount of **five percent (5%)** of all work completed may be withheld from the payment. The retainage will be released upon completion of the CITY's final inspection and submission of a completed WAIVER AND RELEASE OF CLAIM(S) UPON FINAL PAYMENT as identified in **ITB 24-011**.
- d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- e. **Personal nature of Agreement; Assignment.**
 - a. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR.

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Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.

- b. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

- f. **Discrimination.**
 - a. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
 - b. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

- g. **Independent contractor.**
 - a. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
 - b. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
 - c. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

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h. **Indemnification.**

- a. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
- b. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- c. The indemnification provisions of this paragraph will survive the termination of this Agreement.

- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other

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purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.
- k. **General Indemnification:**

Contractor shall indemnify and hold harmless the Design Professional, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (d) the use of any improper materials; (e) any construction defect including patent defects; (f) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (g) the violation of any federal, state, county or Design Professional laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (h) the breach or alleged breach by Contractor of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

Contractor agrees to indemnify and hold harmless Design Professional, its officers, and employees, from all such claims and fees, and from any and all actions of every claim and description that may be brought against Design Professional, its officers and employees, on account of any claims, fines, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against Design Professional, its officers and employees for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

Contractor's indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Contract.

Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of the Design Professional, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney's fees and costs to defend all claims or suits in the name of the Design Professional when applicable.

In the event that any claims are brought or actions are filed against the Design Professional that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against any such claims and actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed.

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Design Professional reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.

Any terms or conditions of the indemnification and/or defense that may take place after expiration or termination of the Contract shall survive termination or expiration of the Contract.

I. **Public records.**

a. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
1. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
 2. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
 3. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory

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injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.

4. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral termination of this Agreement by the CITY.
5. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**
2. **Ethics.** CONTRACTOR agrees and understands that by entering into this contract, Contractor is a "Covered Person" as that term is defined by Section 17.3. (1)(a) of the City Charter and must comply with the City of Naples Code of Ethics, as applicable and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-975(h)(3)(a) and (b) of the Ethics Code, except as otherwise prohibited by law:
 1. CONTRACTOR is prohibited from employing or offering to employ any compensated public official or city employee who is substantially involved with the regulation, oversight or management of the contract or the transaction of business for two years after termination of the contract; and
 2. CONTRACTOR agrees to pay for liquidated damages in favor of the city for violation of this subsection in the amount equal to the greater of: (i) the compensation received by the compensated public official or city employee from the business entity; and (ii) the amount equal to the total of the compensated public official's two years of gross compensation from the city.

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3. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 1. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 2. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 3. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
 4. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
 5. Liability Insurance. CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida (as owner of any potential sovereign submerged lands in the vicinity of the project) to be made an Additional Insured as to such insurance. Such coverage shall be on

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an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

6. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
7. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
4. **E-Verify Compliance.** CONTRACTOR shall be obligated to comply with the provisions of Section 448.095, Florida Statutes (2023) "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and use of the E-Verify System to verify the work authorization status of all newly hired employees and requiring any and all subcontractors to provide an affidavit to vendor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall require any subcontractor to insert into any subcontracts the requirements of this section and shall be responsible for ensuring compliance by all subcontractors. The CONTRACTOR shall agree to maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will result in the termination of the Agreement as provided in Section 448.095, Florida Stat. (2023), as amended; and the vendor will not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR will also be liable for any additional costs to CITY incurred because of the termination of the CONTRACTOR.

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The CITY shall upon a good faith belief that the CONTRACTOR or its subcontractor has knowingly violated Section 448.09(1), Florida Statutes or the provisions of Section 448.095, Florida Statutes, terminate the contract, which shall not be considered a breach of contract and may be challenged pursuant to Section 448.095(2)(d), Florida Statutes. CONTRACTOR acknowledges that upon termination of the contract by the CITY for a violation of this Section, the CONTRACTOR may not be awarded a public contract for at least one (1) year and that the CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination. An affidavit of compliance with the E-Verify requirement is attached as Exhibit C.

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:
1. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
 2. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
 3. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
 4. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
 5. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
 6. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
 7. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any

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of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.

8. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
9. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
10. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, the CONTRACTOR agrees that the sole and exclusive jurisdiction for any litigation or arbitration involving the City

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and/or Design Professional is Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

12. **FEMA Contract Provisions**

1. Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.
2. Administrative, Contractual, or Legal Remedies (over \$250,000): 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.
3. Termination for Cause and Convenience:

The provisions of this Section 3 shall apply to all contracts in excess of \$10,000 that are funded by a Federal award (including a FEMA grant or cooperative agreement program). In addition to the termination provisions provided in the Contract, the Owner may terminate the Contract for cause and/or for convenience as follows:

1. Owner may terminate for convenience upon 14 days written notice, the Contract and the performance of work under the Contract for any reason or no reason.
2. The Owner has the right to immediately terminate the Contract and the performance of work under the Contract, for default, whenever the Owner shall determine that the Contractor has failed to meet its performance requirements under the Contract, including, but not limited to, failing to make delivery of supplies, perform work, or perform any other provisions required pursuant to the Contract.
3. Upon the Owner's termination of the Contract, unless the Contractor is in breach of the Contract, the Contractor shall be paid for services rendered to the Owner's satisfaction through the date of termination. After receipt of a

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termination notice and except as otherwise directed by the Owner, the Contractor shall: (i) stop work on the date and to the extent specified; (ii) use its best efforts to mitigate the cost of terminating the applicable work; (iii) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (iv) transfer all work in process, completed work, and other material related to the terminated work to the Owner; and (v) continue and complete all parts of the work that have not been terminated

4. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.
5. Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.
6. Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
7. Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.
8. Equal Employment Opportunity:
 - a. 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:

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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 setting forth the provisions of this nondiscrimination clause.

- b. 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.
- c. 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.
- d. 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

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Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- h. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT A - SAMPLE CONTRACT

9. Contract Work Hours and Safety Standards Act:

- a. 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.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.
- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

10. Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA..

EXHIBIT A - SAMPLE CONTRACT

11. Federal Water Pollution Control Act. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
12. Suspension and Debarment (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
13. Byrd Anti-Lobbying Amendment Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

Contractors must sign and submit a certification to the City with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

14. Procurement of Recovered Materials: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—Competitively within a timeframe providing for compliance with the contract performance schedule, Meeting contract performance requirements, or At a reasonable price. Information about this requirement, along with the list of EPA-

EXHIBIT A - SAMPLE CONTRACT

designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

15. Domestic Preference for Procurements 200.322:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. Access to Records and Reports:

Access to Records and Reports: The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

17. Affirmative Socioeconomic. Steps: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

18. Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change

EXHIBIT A - SAMPLE CONTRACT

order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

19. DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

20. Prohibition on Covered Telecommunications Equipment or Services:

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

b. Prohibitions:

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 1. Procure or obtain any equipment, system, or service that uses covered telecommunications.
 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

EXHIBIT A - SAMPLE CONTRACT

c. Exceptions

1. This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement

1. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

EXHIBIT A - SAMPLE CONTRACT

2. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

21. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

22. License and Delivery of Works Subject to Copyright and Data Rights:

The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

23. CLAIMS AND DISPUTES: A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also indicates other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Contractor shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the Owner in writing. When submitting any claim, the Contractor shall certify under oath and in writing, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Owner's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any claim for an increase or decrease in the Contract Price and/or Time shall be based on written notice of intent to claim delivered to the Owner and Design Professional promptly, but in no event later than three (3) working days after the first occurrence of the event giving rise to the amount of the claim. The initial notice of claim must expressly state that it is a "Notice of Claim". Contractor also shall deliver to the Owner and Design Professional a good faith estimate of the cost and time impacts caused by the claim causing event within seven (7) working days of the first occurrence of the event giving rise to the claim. Every month, until such time as the claim is resolved,

EXHIBIT A - SAMPLE CONTRACT

Contractor shall deliver to the Owner and Design Professional a written update informing the Owner of all additional cost and time impacts resulting from the claim causing event. Within 7 calendar days of the conclusion of the claim causing event, but no later than the date of Substantial Completion, Contractor shall deliver to the Owner and Design Professional a full and complete written claim identifying all costs and time impacts that the Contractor believes warrant an adjustment to the contract price and time for completion due to the claim causing event and shall include full and final substantiation for all price and time adjustments. Under no circumstances will the Owner be liable for consequential damages, and/or ripple effect damages/impact damages incurred on the Project or elsewhere in Contractor's business. The Owner will review the claim and provide Contractor with a response either agreeing to pay the claim or rejecting the claim within thirty (30) calendar days of receipt of written request from Contractor. If the Owner fails to provide Contractor with a written response to the claim either agreeing to pay the claim or rejecting the claim within 30 days or Owner's receipt of the claim, the claim will be deemed denied. The Owner's decision will be final unless within 7 calendar days of the date of the Owner's decision the Contractor delivers to the Owner written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation or arbitration. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

13. Special Provisions.

Exhibit __, - FEDERAL CONTRACT PROVISIONS & ASSURANCES attached hereto is hereby incorporated into this Agreement by reference.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____

By: _____

Patricia L. Rambosk, City Clerk

Jay Boodheshwar, CITY Manager

Approved as to form and legal sufficiency:

By: _____

City Attorney

EXHIBIT A - SAMPLE CONTRACT

Contractor Name.

Address

City, State XXXXX

Attention: _____, _____

by _____
as its President and Authorized Agent

(CORPORATE SEAL)

ATTEST:

Printed Name: _____, Title _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this ____ day of _____, 2024, by _____ of _____, a Florida Corporation, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary

My commission expires: _____

EXHIBIT B - REVISED DRAWINGS

BUILDING DESIGN CRITERIA

GOVERNING CODE: 2023 FLORIDA BUILDING CODE IN CONJUNCTION WITH ASCE 7-22
RISK CATEGORY: II
FLOOR LIVE LOADS: ASSEMBLY 100 PSF
WIND LOAD: ULTIMATE DESIGN WIND SPEED (Vult): 170 MPH
INTERNAL PRESSURE COEFFICIENT: ±0.0 (OPEN)
WAVE LOAD: PROVIDED BY HUMISTON & MOORE ENGINEERS (02/29/24)
ENVIRONMENTAL CLASSIFICATION: EXTREMELY AGGRESSIVE

GENERAL CONDITIONS:

- 1. SEE ARCHITECTURAL, PLUMBING, & ELECTRICAL DRAWINGS FOR OTHER PERTINENT INFORMATION RELATED TO STRUCTURAL WORK...
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS RELATED TO EXISTING CONSTRUCTION...
3. CONSTRUCTION LOADS SHALL NOT EXCEED DESIGN LIVE LOADS...
4. IF MATERIALS, QUANTITIES, STRENGTHS OR SIZES INDICATED BY THE DRAWINGS ARE NOT IN AGREEMENT WITH THESE NOTES...
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE FOLLOWING ITEMS THAT WILL NOT BE REVIEWED BY THE OWNER...
6. ANY CHANGES TO THE STRUCTURAL SYSTEMS SHALL BE REDESIGNED BY A PROFESSIONAL ENGINEER AT NO COST TO THE OWNER...

EXISTING CONDITIONS:

- 1. THE INFORMATION SHOWN ON THE ARCHITECTURAL AND STRUCTURAL CONSTRUCTION DOCUMENTS IS BASED ON ASSUMPTIONS OF THE EXISTING BUILDING CONSTRUCTION...
2. CONTRACTOR IS RESPONSIBLE TO UNCOVER AND VISUALLY FIELD VERIFY THE EXISTING CONSTRUCTION PRIOR TO THE START OF ANY WORK AFFECTING THE EXISTING STRUCTURE...

PRECAST CONCRETE PILES

- 1. CODES AND STANDARDS: ALL PRECAST CONCRETE PILE WORK, DETAILING, FABRICATION AND ERECTION SHALL BE GOVERNED BY CONTRACT DOCUMENTS AND LATEST EDITIONS OF BELOW UNLESS NOTED OTHERWISE...
2. THE GENERAL CONTRACTOR AND THE FOUNDATION CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE SURVEY AND THE GEOTECHNICAL REPORT BEFORE STARTING CONSTRUCTION...
3. NOTIFY THE A/E AND OWNER'S REPRESENTATIVE OF ANY UNUSUAL SOIL CONDITION THAT ARE IN VARIANCE WITH TEST BORINGS...
4. PROVIDE PILES IN ACCORDANCE WITH SOILS REPORT PREPARED BY NOVA ENGINEERING AND ENVIRONMENTAL, LLC AND DESIGNATED REPORT # 10106-2022029 DATED 10/18/23...
5. PRECAST CONCRETE PILES SHALL BE MANUFACTURED WITH A MIX DESIGNED TO A FC OF 6000 PSI AT DRIVING...
6. TOTAL PILE LENGTHS AT: EAST (BEACH) END OF PIER WILL BE APPROXIMATELY 70± LONG...
7. ULTIMATE SOIL CAPACITIES OF 18"x18" PILES PER GEOTECHNICAL REPORT...
8. ULTIMATE PRECAST PRESTRESSED PILE DESIGN CAPACITIES...
9. LOAD TESTS SHALL BE CONDUCTED ON THE PILING WHEN IN PLACE...
10. AN AS-BUILT SURVEY OF PILE LOCATIONS SHALL BE PERFORMED BY A LAND SURVEYOR REGISTERED IN THE SAME STATE AS THE PROJECT LOCATION...
11. PILES TO BE FURNISHED TO THEIR TOTAL PRODUCTION LENGTH...
12. CONTRACTOR SHALL KEEP A PILE DRIVING LOG ON THE SITE AT ALL TIMES WHICH SHALL INCLUDE THE FOLLOWING INFORMATION: DATE, TIME, WEATHER CONDITIONS, EQUIPMENT USED, PILE LOCATION DESIGNATION...

PRECAST CONCRETE:

- 1. CODES AND STANDARDS: ALL PRECAST CONCRETE WORK, DETAILING, FABRICATION AND ERECTION SHALL BE GOVERNED BY CONTRACT DOCUMENTS AND LATEST EDITIONS OF: ACI 318 - BUILDING CODE REQUIREMENT FOR STRUCTURAL CONC...
2. CONCRETE SHALL HAVE THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: PRECAST PILING, CLASS V (SPECIAL), Fc = 6,000PSI...
3. THE PRECAST CONCRETE MANUFACTURING PLANT SHALL BE CERTIFIED BY THE PRESTRESSED CONCRETE INSTITUTE, PLANT CERTIFICATION PROGRAM, PRIOR TO THE START OF PRODUCTION...
4. MATERIALS: PORTLAND CEMENT: ASTM C150, AGGREGATES: ASTM C33, PRESTRESSING STRANDS: ASTM 416, GRADE 270, 7 WIRE UNCOATED...
5. SUBMITTALS: SUBMIT SHOP DRAWINGS FOR REVIEW THAT INCLUDES BUT NOT LIMITED TO: ERECTION PLANS, ELEVATIONS AND PIECE SHEETS...
6. CONNECTORS: ALL CONNECTIONS SHALL BE DESIGNED SO AS NOT TO BE EXPOSED TO WEATHER NOR TO VIEW FROM THE EXTERIOR...
7. TOLERANCE: TO CONFORM WITH THE PRESTRESSED CONCRETE INSTITUTE SPECIFICATIONS...
8. MISCELLANEOUS: THE CONTRACTOR SHALL PROVIDE TEMPORARY BRACING, AS REQUIRED, DURING THE ERECTION OF PRECAST UNITS...

STRUCTURAL DELEGATED DESIGN AND DEFERRED SUBMITTALS:

- 1. STRUCTURAL DELEGATED DESIGN AND SUBSEQUENT DEFERRED SUBMITTALS ARE FOR ELEMENTS, PARTS, OR PORTIONS OF THE OVERALL STRUCTURAL SYSTEM THAT ARE INDICATED OR REFERRED TO ON THESE DRAWINGS AND THAT ARE CRITICAL TO THE PERFORMANCE TO THE OVERALL STRUCTURAL SYSTEM DESIGN CRITERIA HAS BEEN PROVIDED FOR THESE ITEMS IN THE STRUCTURAL NOTES, PLANS, AND DETAILS...
2. STRUCTURAL DEFERRED SUBMITTALS ARE COMPLETE PACKAGE TO BE SUBMITTED FOR REVIEW THAT INCLUDE DRAWINGS AND CALCULATIONS FOR ALL DELEGATED DESIGN ITEMS INCLUDING CONNECTIONS AND ANCHORAGE TO THE BUILDING STRUCTURE...
3. EOR WILL REVIEW STRUCTURAL DEFERRED SUBMITTALS TO VERIFY DESIGN CRITERIA IS COMPLIANT WITH THE APPROVED CONSTRUCTION DOCUMENTS...
4. STRUCTURAL DELEGATED DESIGN COMPONENTS SHALL NOT BE INSTALLED UNTIL APPROVED BY THE BUILDING OFFICIAL...
5. STRUCTURAL DELEGATED DESIGN ITEMS REQUIRING SUBMITTALS INCLUDE, BUT ARE NOT LIMITED TO: PRECAST PILES, TEMPORARY SHORING AND BRACING OF EXISTING STRUCTURE TO REMAIN...

MECH'L, ELEC'L, PLUMBING, FIRE PROTECTION & OTHER SUSPENDED ITEM:

- 1. CONNECTIONS TO SUPPORTING STRUCTURAL MEMBERS, SHALL BE CLAMPING DEVICE WHICH DO NOT DAMAGE OR DEFORM THE STRUCTURAL ELEMENTS...
2. TRAPEZING IS PERMITTED FOR MULTIPLE PIPE OR CONDUIT RUNS...
3. THE APPROPRIATE INSTALLING CONTRACTOR IS RESPONSIBLE FOR DETERMINING LOADS IMPOSED BY THE INSTALLED ITEMS...
4. CONTRACTORS INSTALLING MEP & FP SYSTEMS SHALL COORDINATE ROUTING PRIOR TO INSTALLATION SO AS TO DISTRIBUTE THE LOADING TO THE STRUCTURE UNIFORMLY...
5. ALL HANGERS, WIRES, RODS ETC. FOR SUSPENDED ITEMS SUCH AS PIPING, CONDUIT, DUCT WORK, FIRE PROTECTION, SUSPENDED CEILINGS, TECHNOLOGY, ETC. SHALL BE INSTALLED FROM MAIN STRUCTURAL MEMBERS...

CAST IN PLACE CONCRETE:

- 1. CODES AND STANDARDS: ALL CAST-IN-PLACE CONCRETE WORK, DETAILING, FABRICATION AND PLACING OF REBARS, TESTING, SAMPLING, AND CONCRETE SHALL BE GOVERNED BY CONTRACT DOCUMENTS AND LATEST EDITIONS OF: ACI 318 - BUILDING CODE REQUIREMENT FOR STRUCTURAL CONC...
2. CONCRETE SHALL HAVE THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS: CIP BEAMS/BENTS, CLASS IV, Fc = 5,500PSI...
3. MATERIALS: PORTLAND CEMENT: ASTM C150, AGGREGATES: ASTM C33, AIR-ENTRAINING: ASTM C260...
4. SUBMITTALS: SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL WHICH INCLUDE ERECTIONS PLANS, POUR SEQUENCE (IF APPLICABLE)...
5. SPLICES: REINFORCING BARS LAP SPLICE LENGTHS SHALL CONFORM WITH THE MINIMUM LAP SPLICE TABLE...
6. JOINTS: CONSTRUCTION JOINTS PERMITTED ONLY WHERE SHOWN OR AS APPROVED BY STRUCTURAL ENGINEER...
7. CURING: TO COMMENCE IMMEDIATELY AFTER CONCRETE PLACEMENT AND CONTINUE FOR AT LEAST 7 DAYS...
8. MISCELLANEOUS: PROVIDE CORROSION RESISTANT ACCESSORIES SUCH AS GRAY PLASTIC CHAIRS IN ALL EXPOSED CONCRETE CONSTRUCTION...

Table: CONCRETE REBAR COVER. Columns: EXPOSURE CONDITION, COVER. Rows: PRECAST PILES, BEAMS/BENTS.

Table: CONCRETE REBAR LAP SPLICE (CLASS B) - Fc = 5500 PSI. Columns: REBAR SIZE, 3/4" COVER, 1 1/2" COVER, 2" COVER, 3" COVER. Rows: #3, #4, #5, #6, #7, #8, #9, #10, #11, #14, #18.

Table: CONCRETE REBAR DEVELOPMENT LENGTH - Fc = 5500 PSI. Columns: REBAR SIZE, 3/4" COVER, 1 1/2" COVER, 2" COVER, 3" COVER. Rows: #3, #4, #5, #6, #7, #8, #9, #10, #11, #14, #18.



NAPLES PIER RECONSTRUCTION

The City of Naples

25 12th Ave S, Naples, FL 34102

This item has been electronically signed and sealed by [Signature] using a Digital Signature and date.

Table: TAG, ISSUED, DATE. Rows: 90% CD/ BID SET, Revision 1.

Unless otherwise stated in Contract, The Osborn Engineering Company retains copyright ownership.

DRAWN BY: STOLARZ, M. CHECKED BY: EYETTS, B. CLIENT PROJ NO: THA 1550.06 OSBORN PROJ NO: 20230079.000

GENERAL NOTES

DRAWING NO. S.001

EXHIBIT B - REVISED DRAWINGS

SPECIAL INSPECTION				
	TYPE	REQUIRED	CONTINUOUS	PERIODIC
1704.3 - STEEL				
1	MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS AND WASHERS	No	-	-
2	INSPECTION OF HIGH-STRENGTH BOLTING - BEARING CONNECTIONS.	No	-	-
3	INSPECTION OF HIGH-STRENGTH BOLTING - SLIP CRITICAL CONNECTIONS.	No	-	-
4	MATERIAL VERIFICATION OF STRUCTURAL STEEL COLD-FORMED STEEL DECK	No	-	-
5	MATERIAL VERIFICATION OF WELD FILLER MATERIALS.	No	-	-
6	COMPLETE AND PARTIAL JOINT PENETRATION GROOVE WELDS.	No	-	-
7	MULTI-PASS FILLET WELDS.	No	-	-
8	SINGLE-PASS FILLET WELDS > 5/16".	No	-	-
9	PLUG AND SLOT WELDS	No	-	-
10	SINGLE-PASS FILLET WELDS < 5/16".	No	-	-
11	FLOOR AND ROOF DECK WELDS.	No	-	-
12	VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A706.	No	-	-
13	WELDING OF REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES	No	-	-
14	WELDING OF SHEAR REINFORCEMENT	No	-	-
15	INSPECTION OF STEEL FRAME JOINT DETAIL FOR COMPLIANCE WITH APPROVED CONSTRUCTION DOCUMENTS.	No	-	-
16	COLD-FORM STEEL TRUSSES SPANNING GREATER THAN 60 FEET	No	-	-
1704.4 - CONCRETE				
1	INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	Yes	-	X
2	VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706	No	-	-
3	INSPECTION OF CAST-IN-PLACE ANCHOR BOLTS.	Yes	X	-
4	INSPECTION OF POST INSTALLED ANCHORS	Yes	-	X
5	VERIFY USE OF REQUIRED DESIGN MIX.	Yes	-	X
6	SAMPLING SPECIMEN FOR TESTING	Yes	X	-
7	VERIFY CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	Yes	X	-
8	VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	Yes	-	X
9	PRESTRESSED CONCRETE - APPLICATION OF PRESTRESSING FORCES AND GROUTING BONDED TENDONS	Yes	-	X
10	PRECAST CONCRETE - ERECTION OF MEMBERS.	Yes	-	X
11	POST TENSIONED CONCRETE - VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLAB.	Yes	-	X
12	INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	Yes	-	X
1704.5.1 - MASONRY LEVEL 1				
1	VERIFICATION OF f _m .	No	-	-
2	VERIFICATION OF SLUMP FLOW	No	-	-
3	PROPORTION OF SITE-PREPARED MORTAR	No	-	-
4	CONSTRUCTION OF MORTAR JOINTS	No	-	-
5	LOCATION OF REINFORCEMENT	No	-	-
6	SIZE AND LOCATION OF STRUCTURAL ELEMENTS	No	-	-
7	TYPE, SIZE AND LOCATION OF MASONRY ANCHORAGE TO STRUCTURAL MEMBERS	No	-	-
8	TYPE, SIZE AND GRADE OF REINFORCEMENT AND ANCHOR BOLTS	No	-	-
9	WELDING OF REINFORCING BARS	No	-	-
10	COLD WEATHER CONSTRUCTION	No	-	-
11	PRIOR TO GROUTING - CLEANING, REINFORCEMENT PLACEMENT, GROUT PROPORTION AND MORTAR JOINTS	No	-	-
12	GROUT PLACEMENT	No	-	-
13	PREPARATION OF GROUT AND MORTAR SPECIMEN FOR TESTING	No	-	-
1704.5.3 - MASONRY LEVEL 2				
1	VERIFICATION OF f _m FOR EVERY 5000 SF	No	-	-

SPECIAL INSPECTION				
	TYPE	REQUIRED	CONTINUOUS	PERIODIC
2	VERIFICATION OF PROPORTIONS OF MATERIALS IN PREMIXED OR PREBLENDED MORTAR OR GROUT	No	-	-
3	VERIFICATION OF SLUMP	No	-	-
4	PROPORTION OF SITE-PREPARED MORTAR	No	-	-
5	PLACEMENT OF MASONRY UNIT AND CONSTRUCTION OF MORTAR JOINT	No	-	-
6	PLACEMENT OF REINFORCEMENT	No	-	-
7	GROUT SPACE PRIOR TO GROUTING	No	-	-
8	GROUT PLACEMENT	No	-	-
9	SIZE AND LOCATION OF STRUCTURAL ELEMENTS	No	-	-
10	TYPE, SIZE AND LOCATION OF MASONRY ANCHORAGE TO STRUCTURAL MEMBERS	No	-	-
11	TYPE, SIZE AND GRADE OF REINFORCEMENT AND ANCHOR BOLTS	No	-	-
12	WELDING OF REINFORCING BARS	No	-	-
13	COLD WEATHER CONSTRUCTION	No	-	-
14	PREPARATION OF GROUT AND MORTAR SPECIMEN FOR TESTING	No	-	-
1704.6 - WOOD				
1	FABRICATED LOAD BEARING ASSEMBLIES (TRUSSES/COMPOSITE JOISTS) CONDUCTED ON THE PREMISES OF THE FABRICATORS SHOP.	No	-	-
2	HIGH-LOAD DIAPHRAGMS	No	-	-
3	METAL-PLATE-CONNECTED WOOD TRUSSES SPANNING GREATER THAN 60 FEET	No	-	-
1704.7 - SOIL				
1	VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.	No	-	-
2	VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.	No	-	-
3	PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.	No	-	-
4	VERIFY USE OF PROPER MATERIALS, DENSITIES, AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	No	-	-
5	PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.	No	-	-
1704.8 - DRIVEN DEEP FOUNDATION ELEMENTS				
1	VERIFY ELEMENT MATERIALS, SIZES AND LENGTHS COMPLY WITH THE REQUIREMENTS.	Yes	X	-
2	DETERMINE CAPACITIES OF TEST ELEMENTS AND CONDUCT ADDITIONAL LOAD TESTS, AS REQUIRED.	Yes	X	-
3	INSPECT DRIVING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	Yes	X	-
4	VERIFY PLACEMENT LOCATIONS AND PLUMBNESS. CONFIRM TYPE AND SIZE OF HAMMER, RECORD NUMBER OF BLOWS PER FOOT OF PENETRATION, DETERMINE REQUIRED PENETRATIONS TO ACHIEVE DESIGN CAPACITY. RECORD TIP AND BUTT ELEVATIONS AND DOCUMENT ANY DAMAGE TO FOUNDATION ELEMENT.	Yes	X	-
5	FOR STEEL ELEMENTS, PERFORM ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1704.3.	No	-	-
6	FOR CONCRETE ELEMENTS AND CONCRETE-FILLED ELEMENTS, PERFORM TESTS AND ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1704.4.	No	-	-
7	FOR SPECIALTY ELEMENTS, PERFORM ADDITIONAL INSPECTIONS AS DETERMINED BY THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE.	No	-	-
1704.9 - CAST-IN-PLACE DEEP FOUNDATION ELEMENTS				
1	INSPECT DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT.	No	-	-
2	VERIFY PLACEMENT LOCATIONS AND PLUMBNESS. CONFIRM ELEMENT DIAMETERS, BELL DIAMETERS (IF APPLICABLE), LENGTHS, EMBEDMENT INTO BEDROCK (IF APPLICABLE) AND ADEQUATE END-BEARING STRATA CAPACITY. RECORD CONCRETE OR GROUT VOLUMES.	No	-	-
3	FOR CONCRETE ELEMENTS, PERFORM TESTS AND ADDITIONAL SPECIAL INSPECTIONS IN ACCORDANCE WITH SECTION 1704.4.	No	-	-
OPEN-WEB STEEL JOIST AND GIRDER				
1	INSTALLATION OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS INCLUDING END CONNECTION AND BRIDGING.	No	-	-



NAPLES PIER RECONSTRUCTION

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SPECIAL INSPECTIONS

DRAWING NO.

S.002

EXHIBIT B - REVISED DRAWINGS



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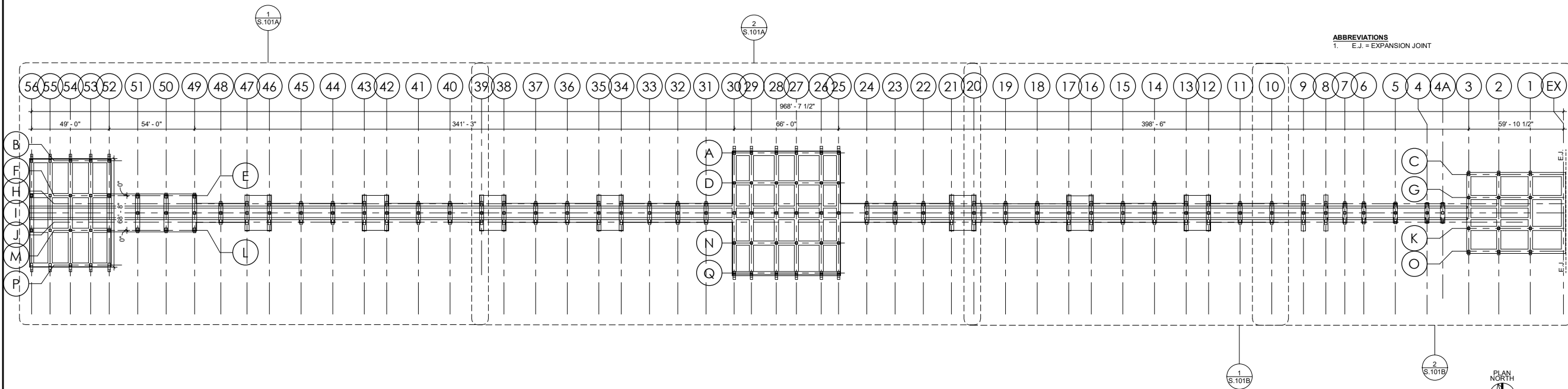
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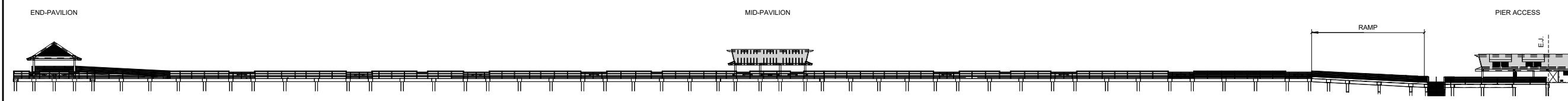
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OVERALL PLAN VIEW

DRAWING NO.
S.101

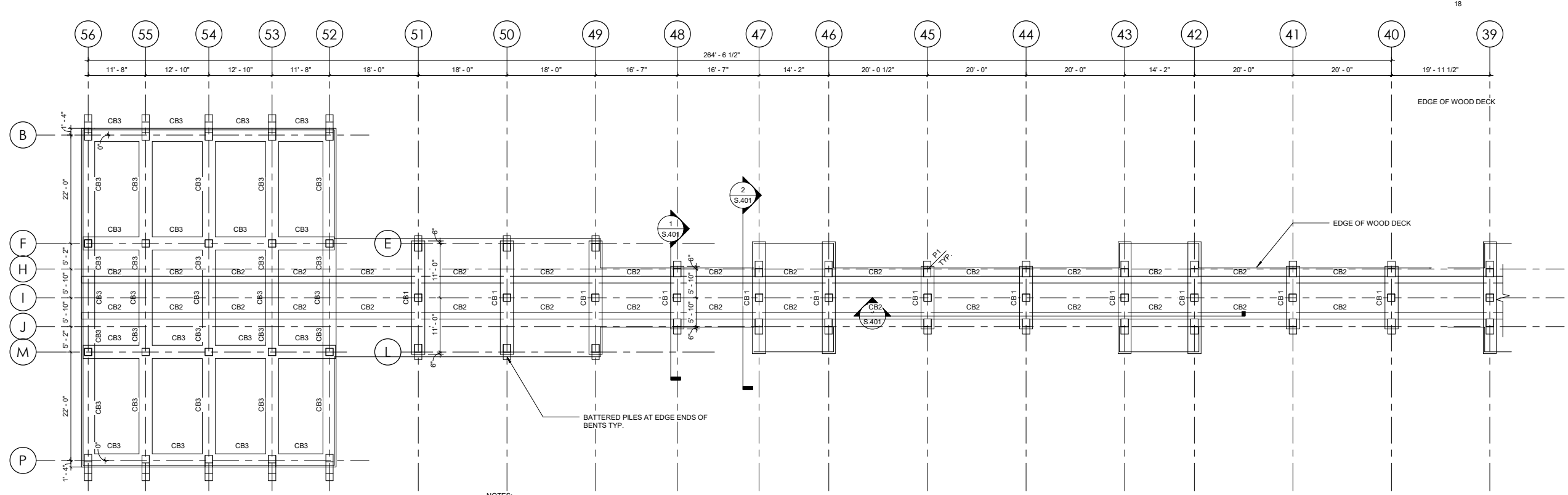


1 OVERALL FRAMING PLAN
SCALE: 1/32" = 1'-0"

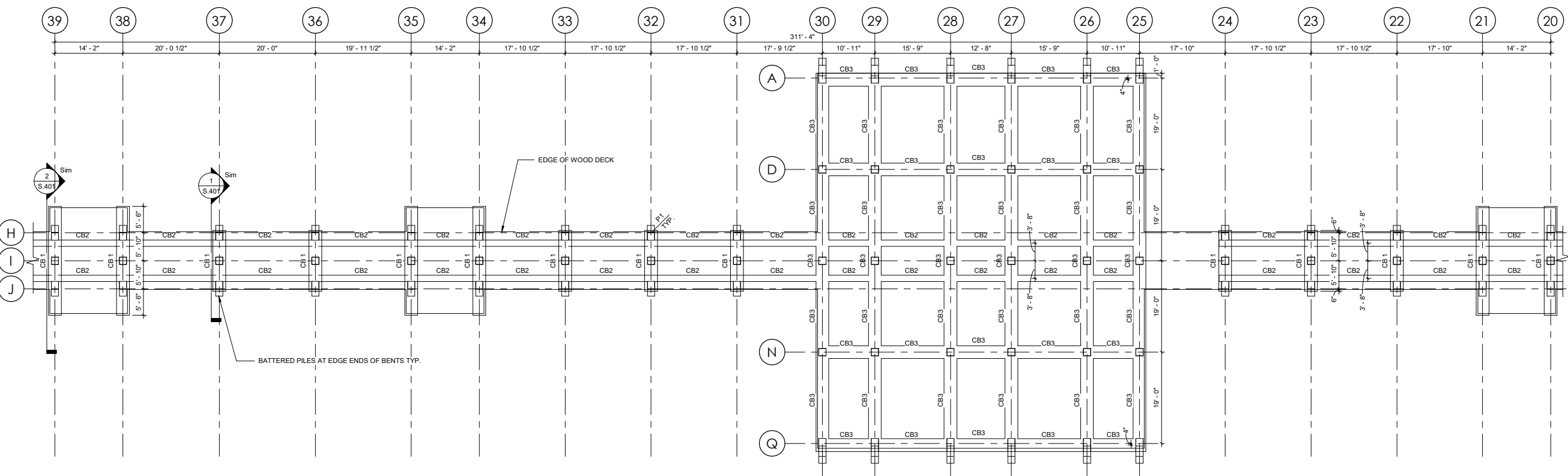


2 OVERALL FRAMING ELEVATION
SCALE: 1/32" = 1'-0"

EXHIBIT B - REVISED DRAWINGS



1 ENLARGED FRAMING PLAN 1
SCALE: 3/32" = 1'-0"



2 ENLARGED FRAMING PLAN 2
SCALE: 3/32" = 1'-0"



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ENLARGED
PLANS

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S.101A

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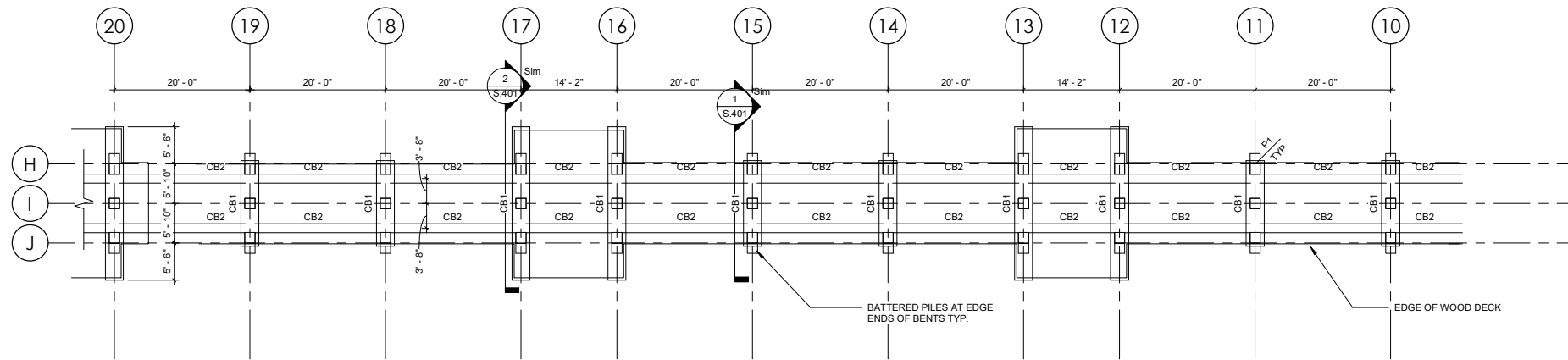
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ENLARGED PLANS

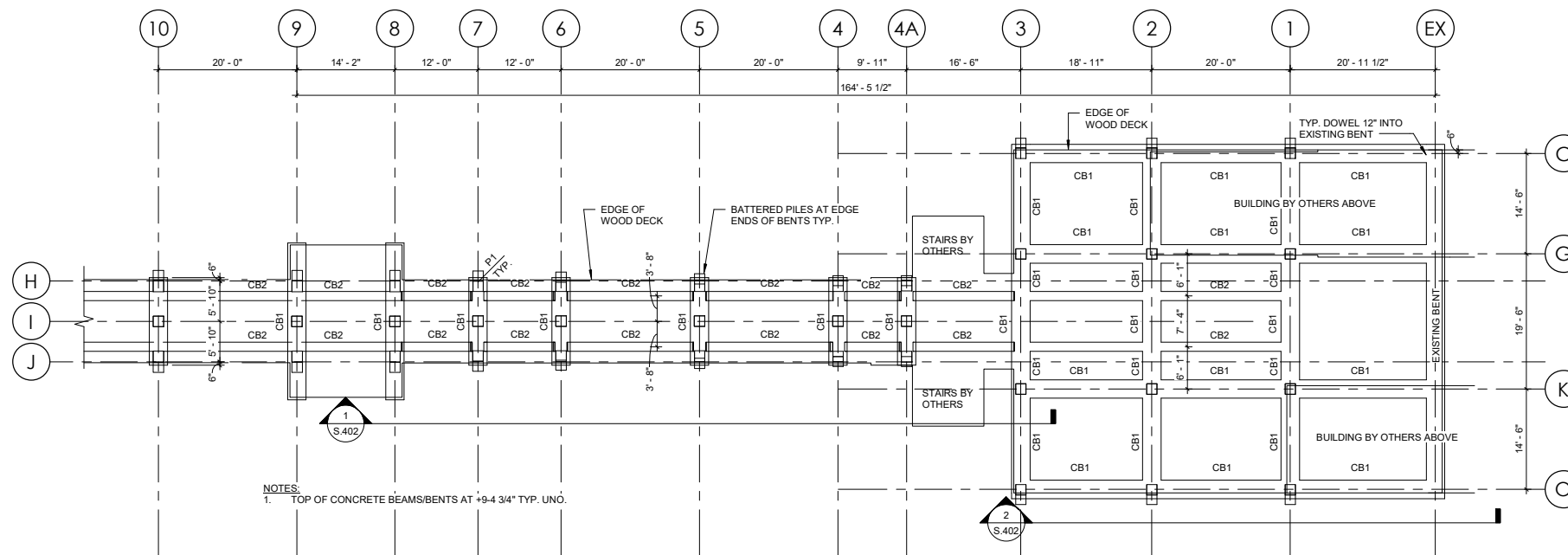
DRAWING NO.

S.101B



NOTES:
1. TOP OF CONCRETE BEAMS/BENTS AT +12-7 1/8" TYP. UNO.

1 ENLARGED FRAMING PLAN 3
SCALE: 3/32" = 1'-0"



NOTES:
1. TOP OF CONCRETE BEAMS/BENTS AT +9-4 3/4" TYP. UNO.

2 ENLARGED FRAMING PLAN 4
SCALE: 3/32" = 1'-0"

EXHIBIT B - REVISED DRAWINGS



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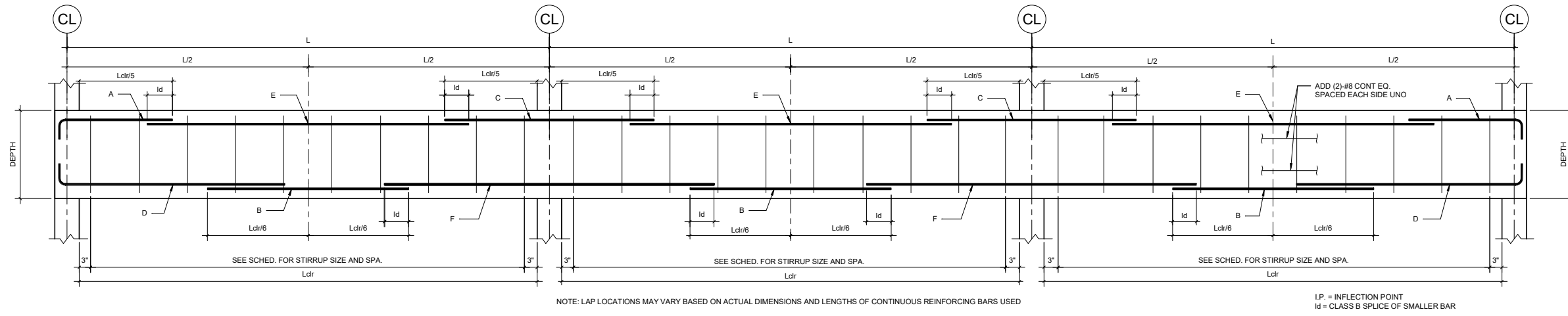
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TYPICAL
DETAILS

DRAWING NO.
S.301



1 TYPICAL CONCRETE BEAM REBAR LAP LAYOUT
SCALE: 1" = 1'-0"

Type Mark	SIZE (in)		HORIZONTAL REINFORCEMENT						STIRRUPS		REMARKS
	WIDTH	DEPTH	A	B	C	D	E	F	# LEGS	SPACING FROM EACH END	
CB1	32	24	(5)#8	(5)#8	(5)#8	(5)#8	(5)#8	(5)#8	2	10"	ADDL (2)#8 CONT. ON EACH SIDE FACE
CB2	16	24	(4)#8	(4)#8	(4)#8	(4)#8	(4)#8	(4)#8	2	6"	ADDL (2)#8 CONT. ON EACH SIDE FACE
CB3	32	24	(6)#8	(6)#8	(6)#8	(6)#8	(6)#8	(6)#8	2	10"	ADDL (2)#8 CONT. ON EACH SIDE FACE

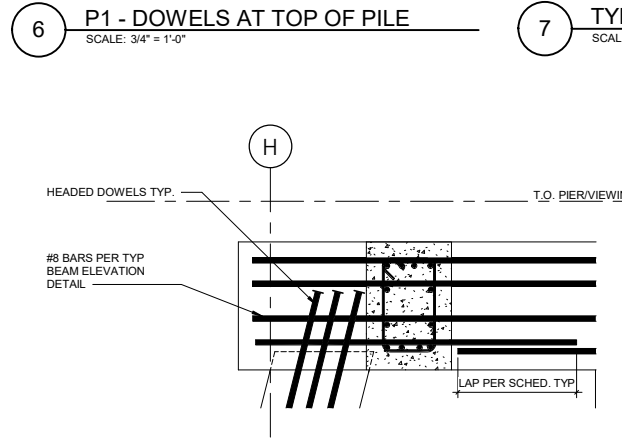
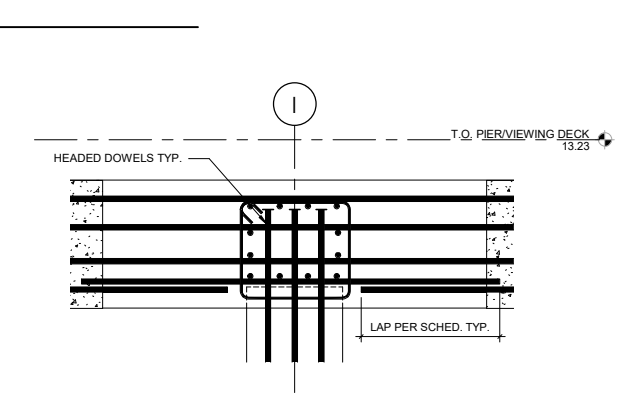
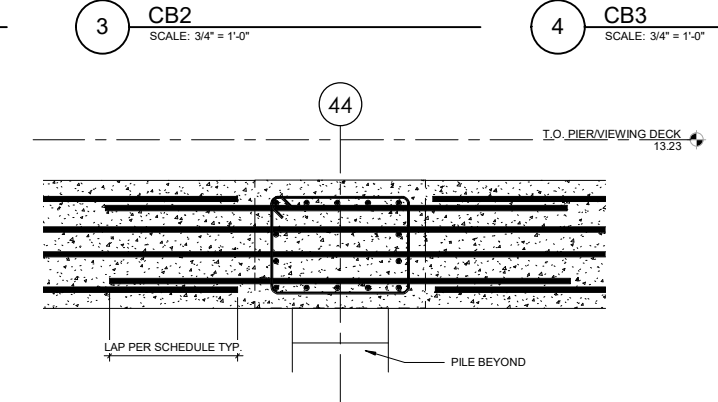
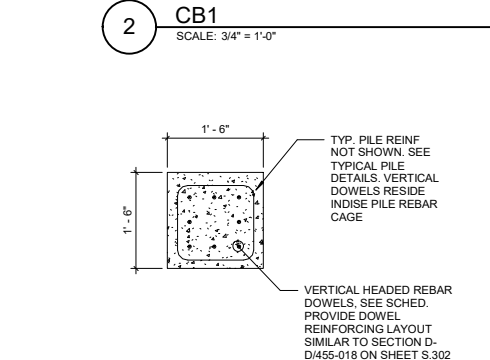
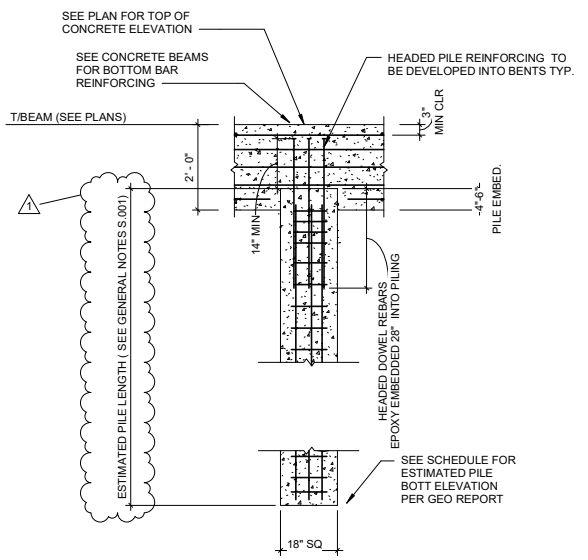
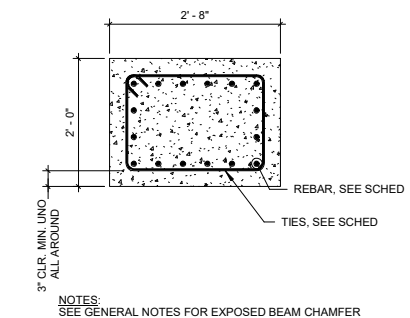
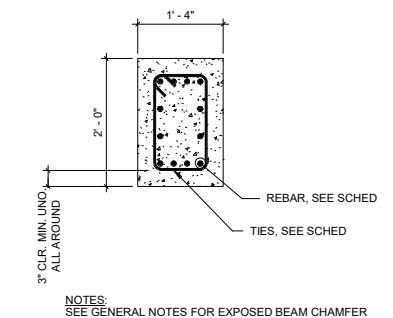
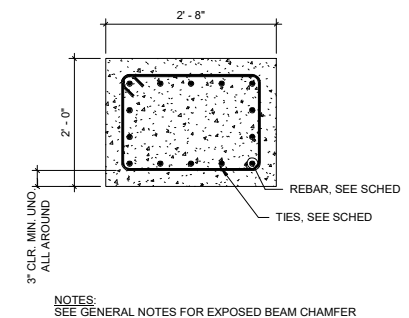


EXHIBIT B - REVISED DRAWINGS

ELEVATION

5 Turns @ 1' Pitch
16 Turns @ 3' Pitch
6' Pitch
16 Turns @ 3' Pitch
5 Turns @ 1' Pitch

Spiral Tie Spacing
W3.4 Spiral Ties
3' Cover (Typ.)
W3.4 Spiral Ties
1/2" x 3" Chanfer (Typ.)

SECTION A-A

18"
18"
3' Cover (Typ.)
W3.4 Spiral Ties

See Alternate Strand Patterns

SECTION D-D
(See Non-Drivable Unforeseen Reinforced Precast Splice Detail)

3/4"
5/8"
3/4"
5/8"
W3.4 Spiral Ties @ 6" pitch, full length
3' Cover (Typ.)
Pile
8 - No. 10 Dowels
4 - No. 8 Bars (Full Length)

SECTION E-E
(See Drivable Prestressed Precast Splice Detail)

3/4"
5/8"
3/4"
5/8"
W3.4 Spiral Ties
3' Cover (Typ.)
Pile
8 - No. 10 Dowels
4 - No. 8 Bars (Full Length)

SECTION F-F
(See Drivable Preplanned Splice Detail)

7"
7"
W3.4 Spiral Ties
3' Cover (Typ.)
Pile
8 - No. 9 Bars (10'-0" long) (shift as required to clear strands)
8 - No. 10 Dowels
8 - No. 10 Dowels
8 - No. 10 Dowels

PILE SPLICE REINFORCEMENT DETAILS

ALTERNATE STRAND PATTERNS

12 - 0.6" Ø, Grade 270 LRS, at 35 kips
12 - 1/2" Ø (Special), Grade 270 LRS, at 34 kips
16 - 1/2" Ø, Grade 270 LRS, at 26 kips
20 - 3/4" Ø, Grade 270 LRS, at 21 kips
24 - 1/2" Ø, Grade 270 LRS, at 17 kips

NOTES:

1. Work this Index with Index 455-001 - Typical Details and Notes for Square Prestressed Concrete Piles and Index 455-002 - Square Prestressed Concrete Pile Splices.
2. Any of the given Alternate Strand Patterns may be utilized. Place one strand at each corner and place the remaining strands equally spaced between the corner strands. The total strand pattern shall be concentric with the nominal concrete section of the pile.

DESCRIPTION: 18' SQUARE PRESTRESSED CONCRETE PILE

INDEX: 455-018

SHEET: 1 of 1



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PRESTRESSED CONCRETE PILE TYPICAL DETAILS

DRAWING NO.

S.302

PRESTRESSED CONCRETE PILE NOTES:

- Work this Index with the Square Prestressed Concrete Pile Splices (Index 455-002), the Prestressed Concrete Pile Standards (Index 455-012 thru 455-030), the High Moment Capacity Square Prestressed Concrete Pile (Index 455-031) and the Pile Data Table in the Structures Plans.
- Concrete:
 - Piles: Class V, except use Class VI for High Moment Capacity Pile (Index 455-031).
 - High Capacity Splice Collar: Class V.
 - See "GENERAL NOTES" in the Structures Plans for locations where the use of Highly Reactive Pozzolans is required.
- Concrete strength at time of prestress transfer:
 - Piles: 4,000 psi minimum.
 - High Moment Capacity Piles: 6,500 psi minimum.
- Carbon-Steel Reinforcing:
 - Bars: Meet the requirements of Specification Section 415.
 - Prestressing Strands: Meet the requirements of Specification Section 933.
 - Protect all strands permanently exposed to the environment and not embedded under final conditions in accordance with Specification Section 450.
- Spiral Ties:
 - Tie each wrap of the spiral strand to a minimum of two corner strands.
 - One full turn required for spiral splices.
- Pile Splices: Fill dome holes and form the joint between pile sections with a Type AB Epoxy Compound in accordance with Specification Section 962. Use an Epoxy Bonding Compound or an Epoxy Mortar as recommended by the Manufacturer.

TABLE OF MAXIMUM PILE PICK-UP AND SUPPORT LENGTHS

Maximum Pile Length (Feet)	D = Square Pile Size (inches)				Required Storage and Transportation Detail	Pick-Up Detail
	12	14	18	24		
48	52	59	68	87	2, 3, or 4 point	1 Point
69	75	85	98	124	2, 3, or 4 point	2 Point
99	107	121	140	178	3 or 4 point	3 Point

TYPICAL PILE SHAPE FOR MOLD FORMS

1/2" Max. D
1/2" Max. d
1" Rad. or 1/2" Chanfer (Typ.)

DETAIL SHOWING TYPICAL COVER

3' Cover
W3.4 Spiral Ties

DESCRIPTION: SQUARE PRESTRESSED CONCRETE PILES - TYPICAL DETAILS & NOTES

INDEX: 455-001

SHEET: 1 of 1

NOTES:

- For Sections D-D, E-E, & F-F see Index 455-012 thru 455-030 for applicable concrete pile size and Pile Splice Reinforcement Details.
- Prestressing strands, spiral ties and/or reinforcement are not shown for clarity.
- When pile splices are necessary due to shipping and handling limitations, use the "Drivable Planned Prestressed Precast Splice Detail" or Mechanical Pile Splices on the Approved Products List (APL).
- When preformed dome holes are used, continue the 1" spiral tie pitch to 4'-0" below the head of the pile. See Index 455-018, 455-020 & 455-024. For preformed holes; use either removable performing material or stay-in-place corrugated galvanized steel ducts meeting ASTM Specification A653, Coating Designation G90, 26 gauge. Use 2" diameter ducts with a minimum corrugation (rib) height of 0.12 in. fabricated with either welded or interlocked seams. Galvanizing of welded seams is not required.
- For tension piles where top of Prestressed Pile is less than 3 feet below Pile Cut-off Elevation, extend No. 10 Dowels into cap beyond Pile Cut-off Elevation to achieve development as approved by the Engineer.

UNPLANNED REINFORCED C-I-P PILE BUILD-UP DETAIL

NON-DRIVABLE UNPLANNED REINFORCED PRECAST PILE BUILD-UP DETAIL

DRIVABLE UNPLANNED PRESTRESSED PRECAST PILE SPLICE DETAIL

DRIVABLE PLANNED PRESTRESSED PRECAST PILE SPLICE DETAIL

SPLICE BEFORE BONDING

SPLICE AFTER BONDING

DETAIL A

Full epoxy compound joint
Gasket
Form to retain epoxy compound

DESCRIPTION: SQUARE PRESTRESSED CONCRETE PILE SPLICES

INDEX: 455-002

SHEET: 1 of 1

EXHIBIT B - REVISED DRAWINGS



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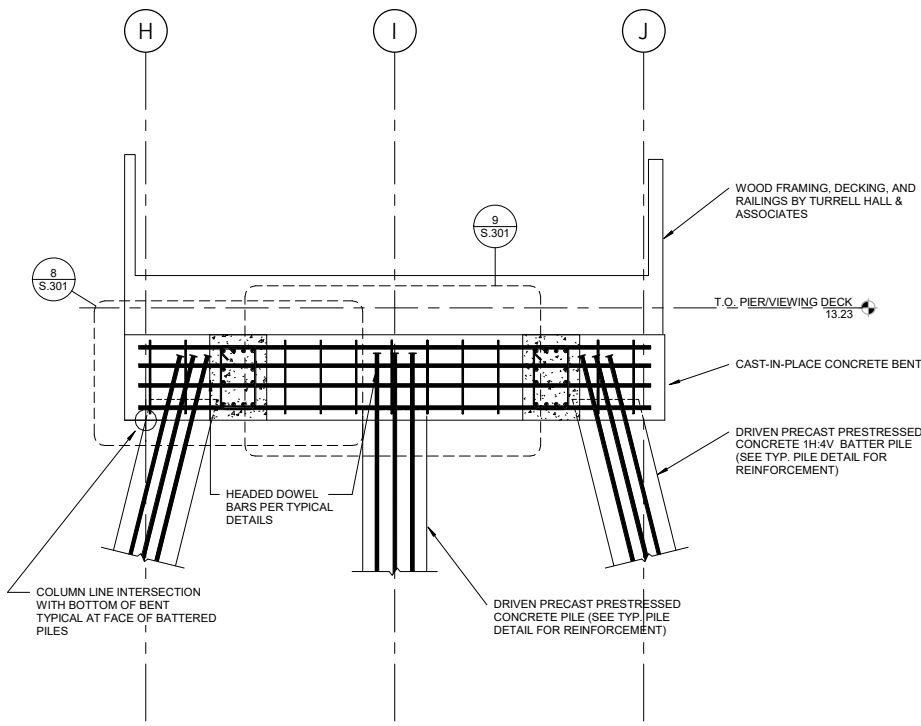
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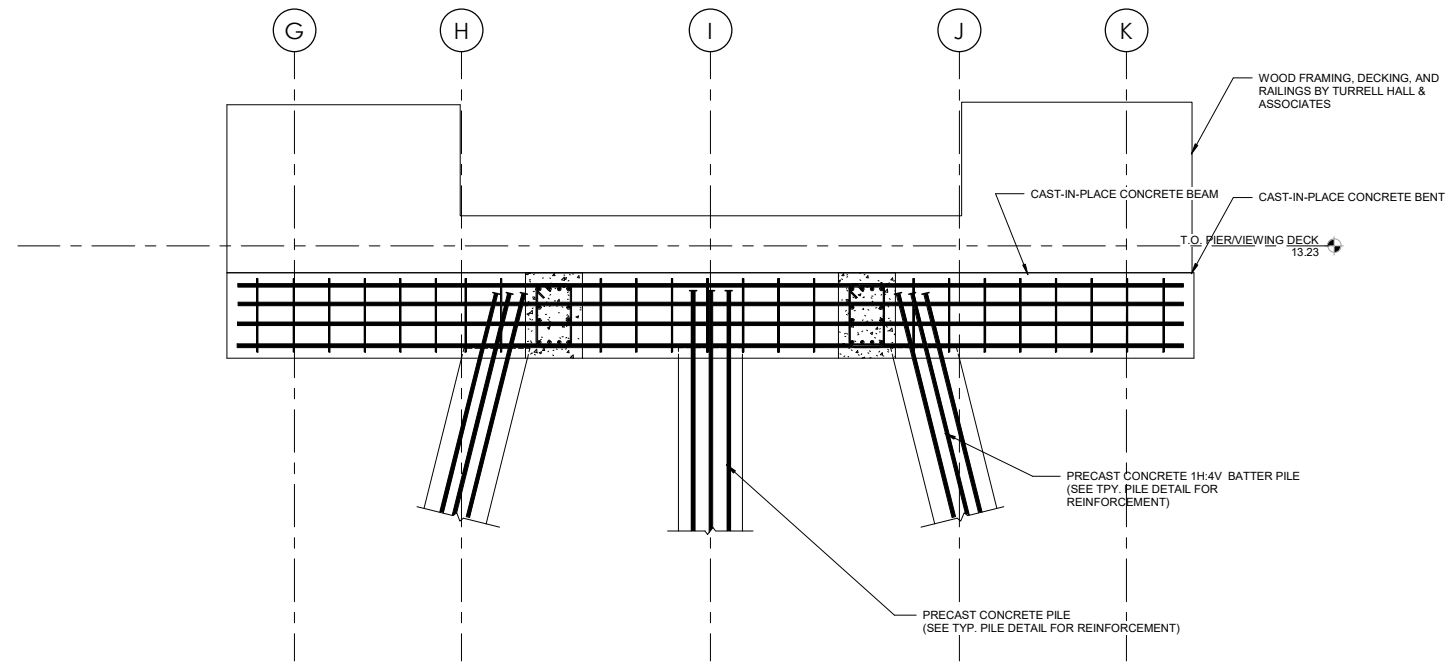
STRUCTURAL SECTIONS

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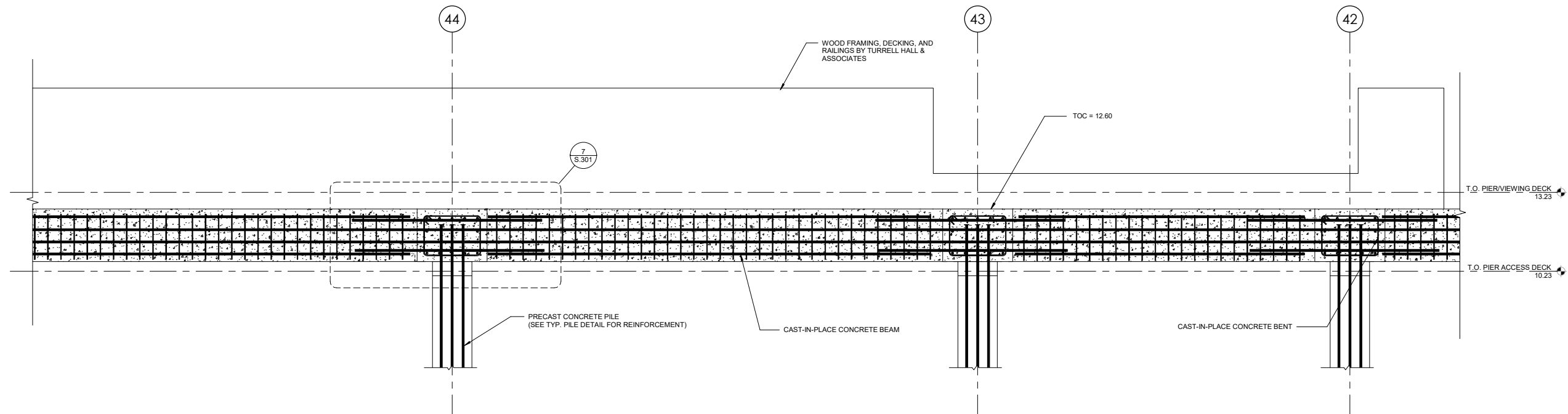
S.401



1 TYPICAL BOARDWALK SECTION
SCALE: 1/2" = 1'-0"



2 TYPICAL SEATING AREA SECTION
SCALE: 1/2" = 1'-0"



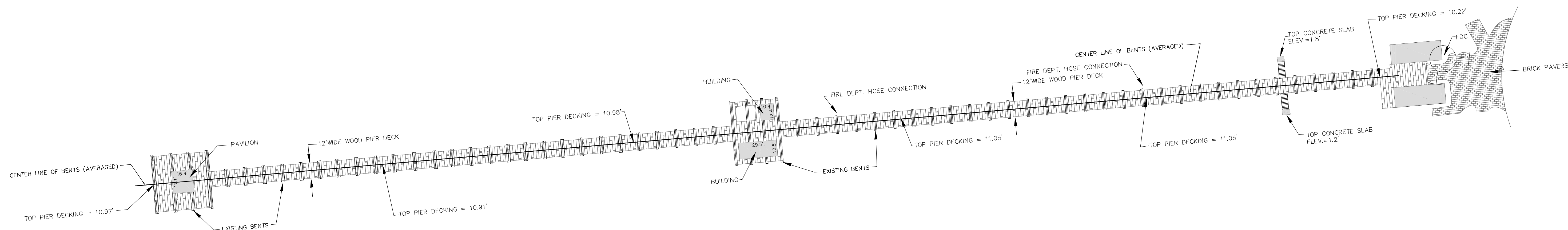
3 TYPICAL BOARDWALK ELEVATION
SCALE: 1/2" = 1'-0"

CITY OF NAPLES PIER ASBUILT DRAWING



SCALE: 1"=40'

COASTAL CONSTRUCTION CONTROL LINE
(C.C.C.L. BOOK 1, PAGE 32)



PREPARED FOR: CITY OF NAPLES

DATE OF FIELD SURVEY 9 NOV. 2015

AGNOLI, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY _____ DATE _____

WAYNE D. AGNOLI, R.S.M. NO. 5335

THIS ASBUILT SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

THIS ASBUILT SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IS PROHIBITED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

THIS ASBUILT SURVEY IS CERTIFIED AS TO THE DATE OF FIELD SURVEY. NOT THE SIGNATURE DATE.

ABSTRACT NOT REVIEWED

GENERAL NOTES:

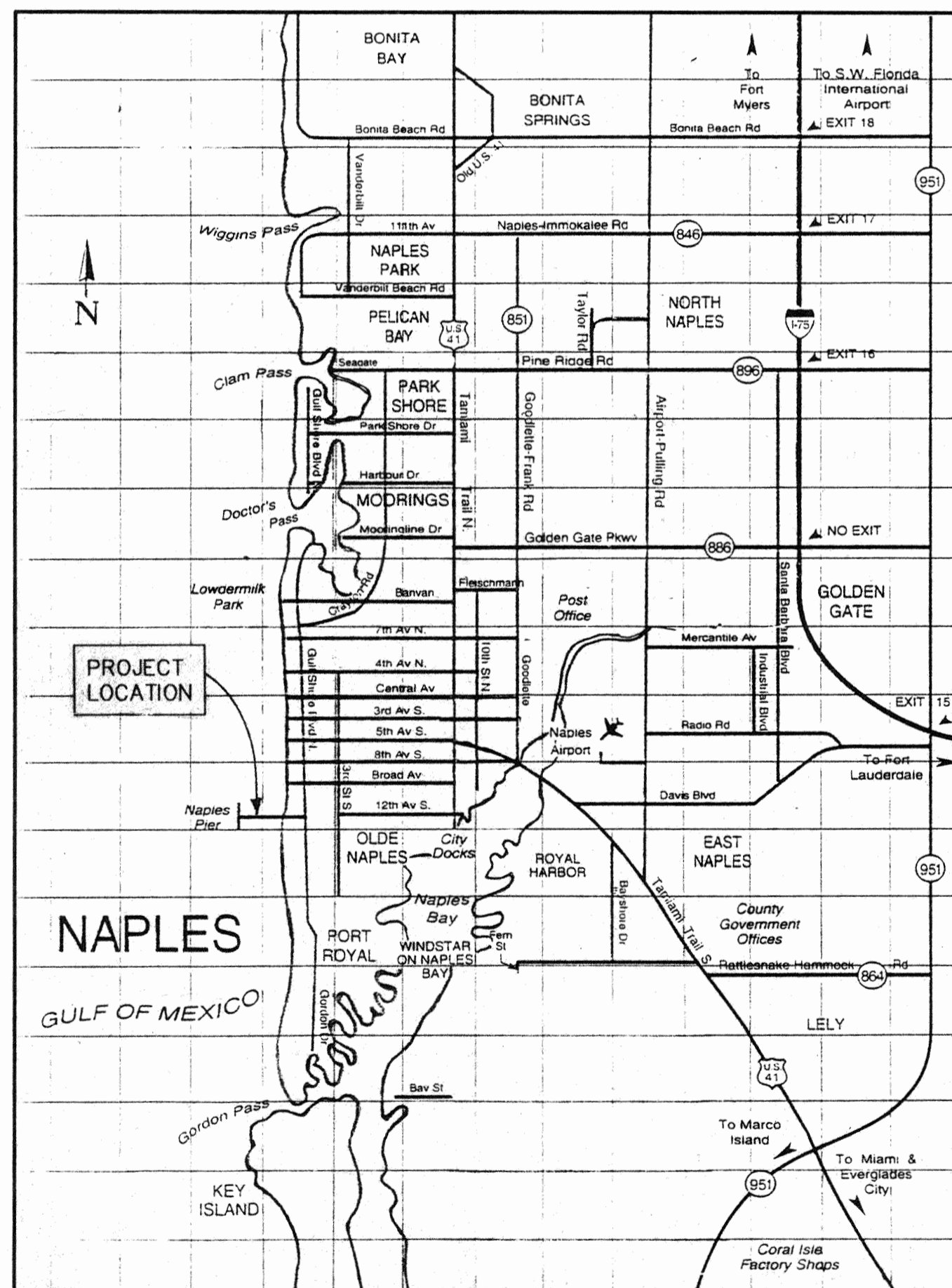
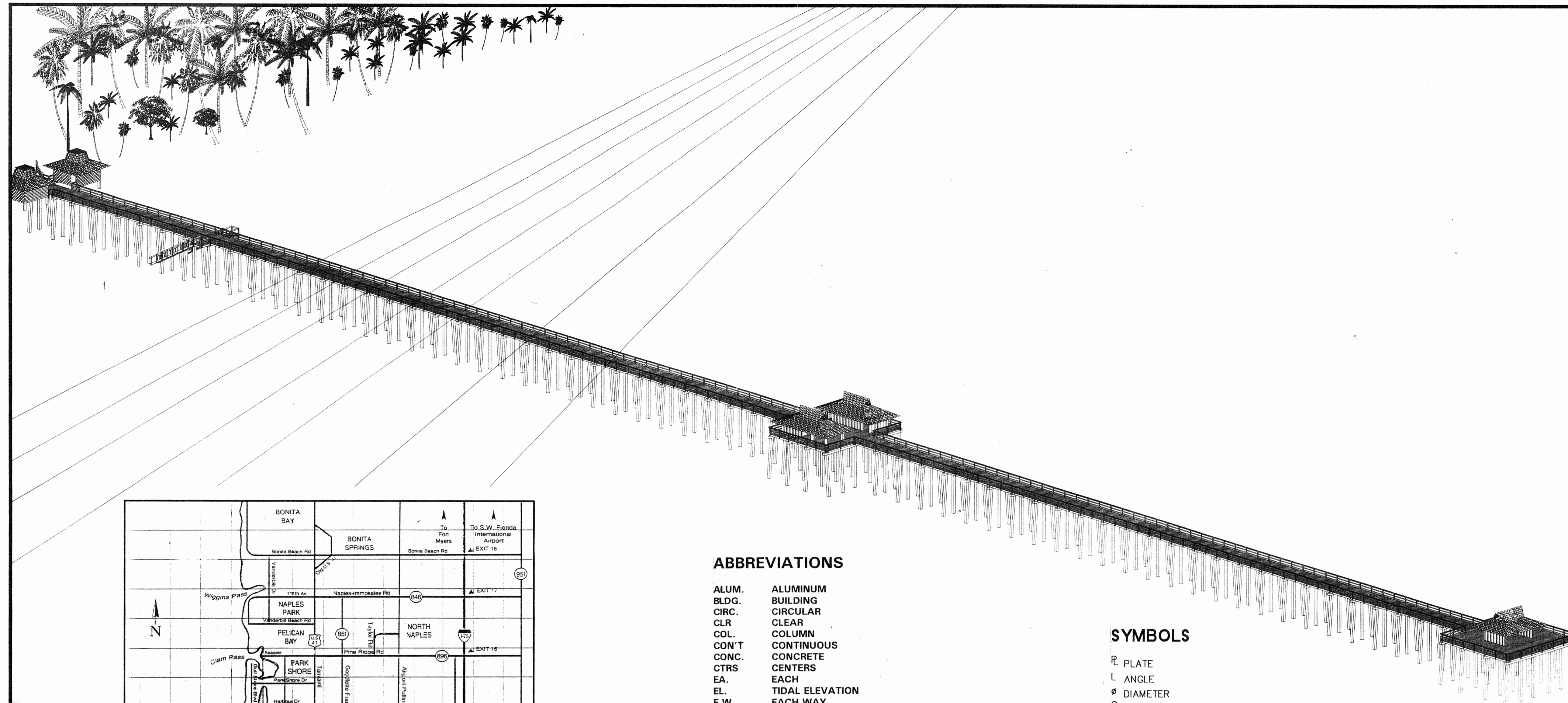
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

1. R.O.W. = RIGHT-OF-WAY.
 2. ELEVATIONS ARE BASED ON NAVD 88, USING 872 5110A, AND 872 5100C
 3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP--COMMUNITY NUMBER 120067, PANEL NUMBER 0393, SUFFIX H, DATED OF FIRM INDEX 16 MAY, 2012, THE SUBJECT PROPERTY LIES IN ZONE VE , WITH A BASE FLOOD ELEVATION OF 13' ELEVATIONS BASED ON NAVD 88.
- DISTANCES SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED.

approved: _____ date: _____	revision: 15 DEC. 2015, ADDED PIER DECK/BLDGS. AND C.C.C.L. 21 DEC. 2015, REVISED PER COMMENTS	for: CITY OF NAPLES title: ASBUILT SURVEY OF CITY OF NAPLES PIER COLLIER COUNTY, FLORIDA	design: XXX drawn: YA checked: WDA acad #: 11410-AB view: LIMITS project #: 15-0051 sheet #: 1 of 1 file #: 11410
	bk: 843 pg: 46-49 date: 13 NOV. 2015 scale: 1"=40' cogo #: 15-0051	Agnoli Barber & Brundage, Inc. Professional engineers, planners, & land surveyors Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 (239)597-3111 Certificate of Authorization Nos. LB 3664 and EB 3664	Professional engineers, planners, & land surveyors Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 (239)597-3111 Certificate of Authorization Nos. LB 3664 and EB 3664

INDEX TO DRAWINGS

SHEET	TITLE
0	COVER SHEET
1	GENERAL DEMOLITION PLANS AND ELEVATION BASE BID AND ALTERNATE NO.1
2	DEMOLITION PLAN, SECTIONS AND DETAILS BASE BID
3	REPAIR PLAN, ELEVATION, SECTIONS AND DETAILS BASE BID
4	NEW CONSTRUCTION - GENERAL PLANS AND ELEVATION BASE BID - CONCRETE SUBSTRUCTURE OPTION
5	NEW CONSTRUCTION - FRAMING PLANS, SECTIONS AND DETAILS BASE BID - CONCRETE SUBSTRUCTURE OPTION
6	NEW CONSTRUCTION - FRAMING PLANS AND SECTIONS BASE BID - CONCRETE SUBSTRUCTURE OPTION
7	NEW CONSTRUCTION - SECTIONS AND DETAILS BASE BID - CONCRETE SUBSTRUCTURE OPTION
8	NEW CONSTRUCTION - FRAMING PLANS AND ELEVATIONS BASE BID
9	NEW CONSTRUCTION - ELEVATIONS, SECTIONS AND DETAILS BASE BID
10	NEW CONSTRUCTION - GENERAL PLANS AND ELEVATIONS BASE BID - TIMBER SUBSTRUCTURE OPTION
11	NEW CONSTRUCTION - FRAMING PLANS, SECTIONS AND DETAILS BASE BID - TIMBER SUBSTRUCTURE OPTION
12	NEW CONSTRUCTION - FRAMING PLANS AND SECTIONS BASE BID - TIMBER SUBSTRUCTURE OPTION
13	NEW CONSTRUCTION - DETAILS BASE BID - TIMBER SUBSTRUCTURE OPTION
14	DEMOLITION PLANS AND SECTION ALTERNATE NO.1
15	NEW CONSTRUCTION - GENERAL PLANS AND ELEVATION ALTERNATE NO.1
16	NEW CONSTRUCTION - PLAN AND SECTION ALTERNATE NO.1
17	NEW CONSTRUCTION - SECTION AND DETAIL ALTERNATE NO.1
18	NEW CONSTRUCTION - DECK FRAMING PLAN AND ROOF PLAN ALTERNATE NO.1
19	NEW CONSTRUCTION - FRAMING PLANS, ELEVATION AND SECTIONS ALTERNATE NO.1
20	NEW CONSTRUCTION - DETAILS ALTERNATE NO.1
21	NEW CONSTRUCTION - STAIR PLANS AND DETAILS BASE BID
22	NEW CONSTRUCTION - MISCELLANEOUS DETAILS BASE BID AND ALTERNATE NO.1
23	NEW CONSTRUCTION - MISCELLANEOUS DETAILS BASE BID AND ALTERNATE NO.1
24	ELECTRICAL AND WATER PLAN AND DETAILS BASE BID AND ALTERNATE NO.1



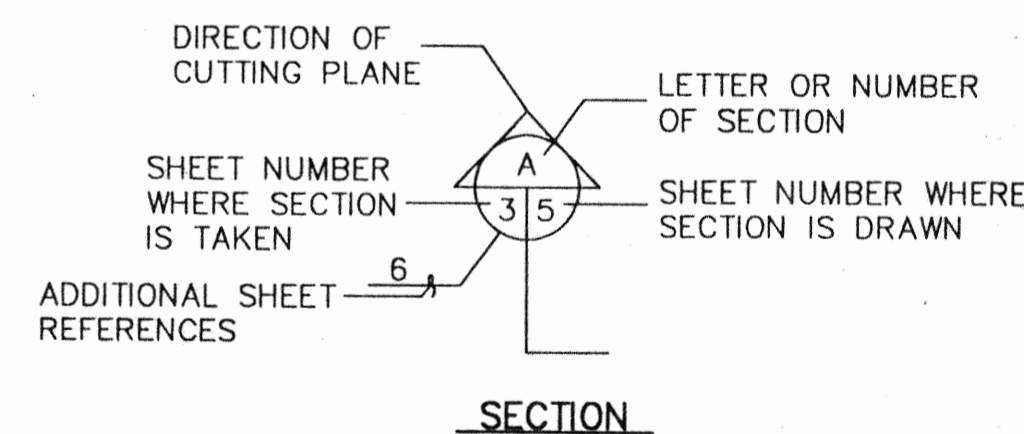
VICINITY MAP

ABBREVIATIONS

ALUM.	ALUMINUM
BLDG.	BUILDING
CIRC.	CIRCULAR
CLR	CLEAR
COL.	COLUMN
CON'T	CONTINUOUS
CONC.	CONCRETE
CTRS	CENTERS
EA.	EACH
EL.	TIDAL ELEVATION
E.W.	EACH WAY
EW.C	ELECTRIC WATER COOLER
ELEV	ELEVATION VIEW
EQ.	EQUAL
EXIST.	EXISTING
GA.	GAUGE
GALV.	GALVANIZED
H	HORIZONTAL
HB	HOSE BIB
L	LONG
MIN.	MINIMUM
MLW	MEAN LOW WATER
O.C.	ON CENTER
R.S.	ROUGH SAWN
REINF.	REINFORCING
REQ'D	REQUIRED
SP	SPACE
SQ.	SQUARE
THRU	THROUGH
T&B	TOP & BOTTOM
TTB	TELEPHONE TERMINAL BOARD
TYP	TYPICAL
VERT.	VERTICAL
W/	WITH
W	WIDE OR WATER LINE
WD	WOOD

SYMBOLS

- P PLATE
- L ANGLE
- Ø DIAMETER
- ⊕ CENTERLINE
- @ AT
- # NUMBER OR POUND
- & AND



NAPLES PIER RESTORATION PROJECT

CITY OF NAPLES, FLORIDA

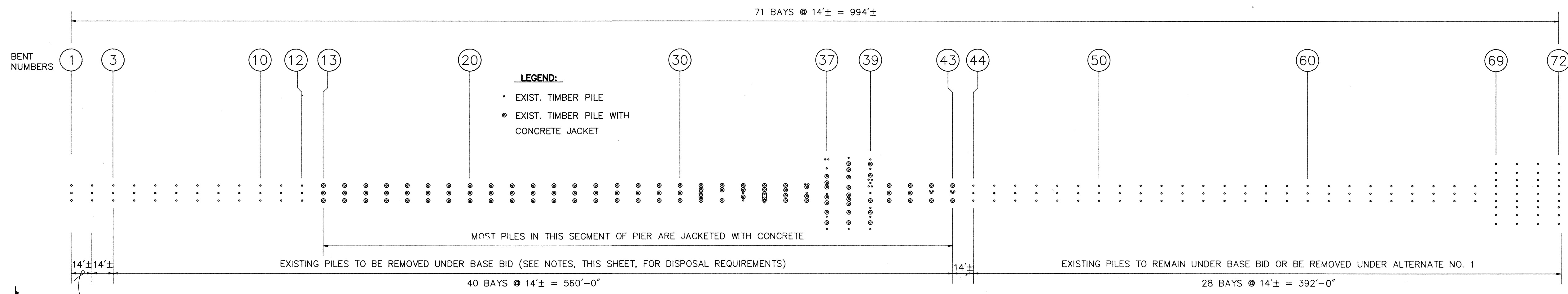
CONSULTANTS

ELECTRICAL AND WATER: JEFF E HASSELL, P.E.
ARCHITECTURAL: ARTHUR DENNIS STEVENS, AIA

SUBOCEANIC CONSULTANTS, INC.



John A. ...

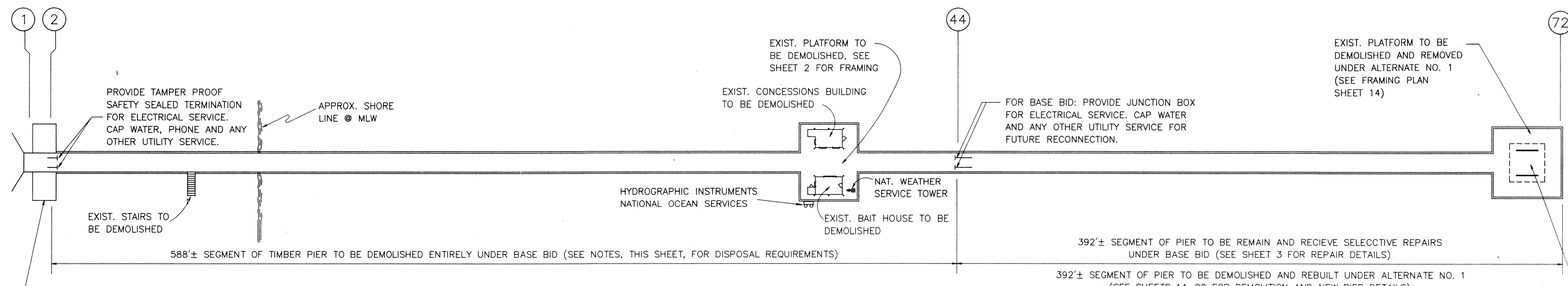


EXISTING PILE PLAN

SCALE: 1"=40'-0"

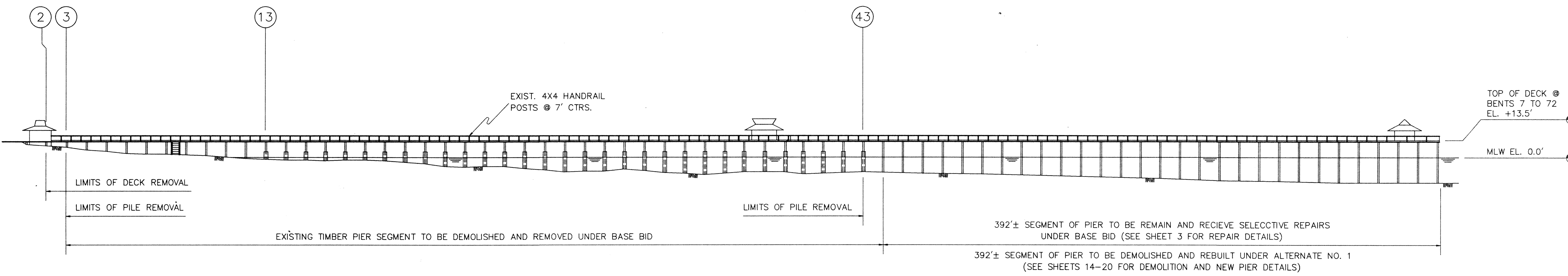
GENERAL NOTES:

1. ALL EXISTING PILES TO BE REMOVED MUST BE PULLED OUT. IF THE PILE BREAKS OFF ABOVE THE BOTTOM, THE STUB MUST BE REMOVED.
2. CONCRETE PILE JACKETS MAY BE DISPOSED OF IN THE OFFSHORE ARTIFICIAL REEF KNOWN AS "NAPLES PIER REEF" LOCATED AT LORAN-C COORDINATES 14104.2/43748.2 PROVIDING THAT THE TIMBER IS CUT FROM BOTH ENDS OF THE JACKET.
3. ALL DEMOLISHED MATERIALS AND DEBRIS MUST BE REMOVED FROM THE SITE DAILY. DEBRIS MUST BE DISPOSED OF IN A DEP APPROVED DISPOSAL SITE.



EXISTING DECK PLAN

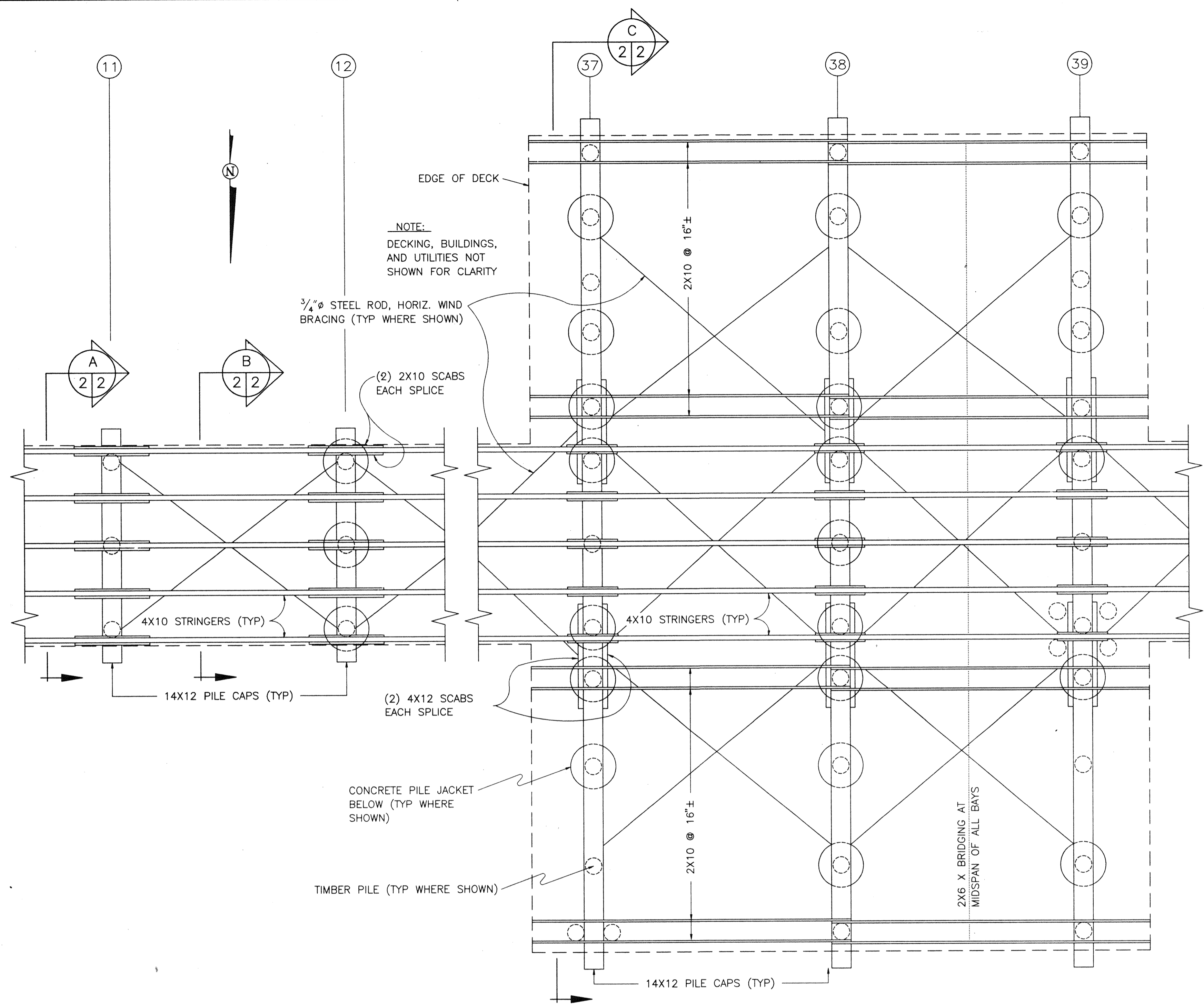
SCALE: 1"=40'-0"



EXISTING PIER ELEVATION

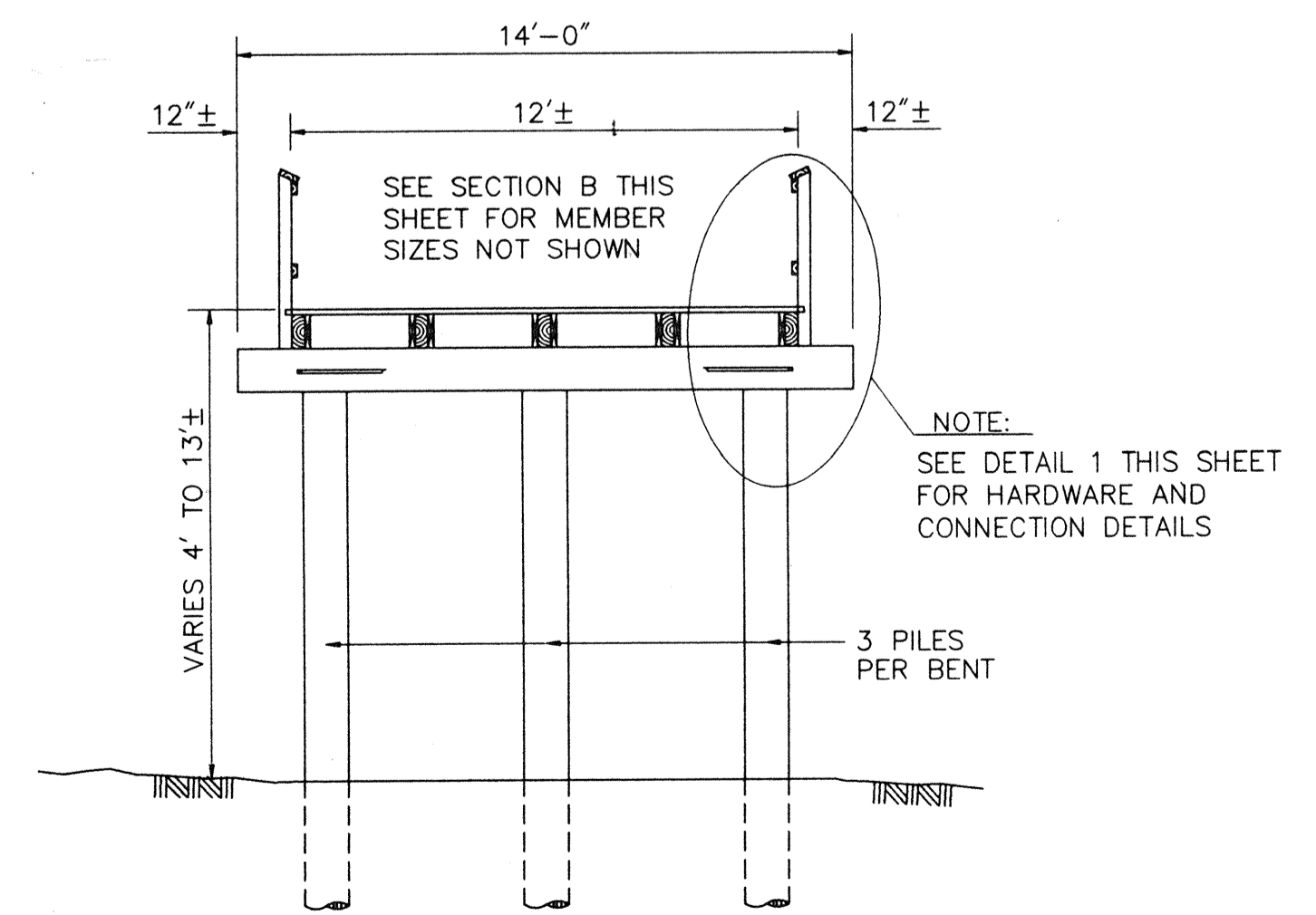
SCALE: 1"=40'-0"

NAPLES PIER RESTORATION PROJECT GENERAL DEMOLITION PLANS AND ELEVATION BASE BID AND ALTERNATE NO. 1					
SCI		SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA		SCI	
PROJECT	CHK.	DATE	DWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.	1	
DWNG NO.		SCALE: AS INDICATED			
9322-21A					



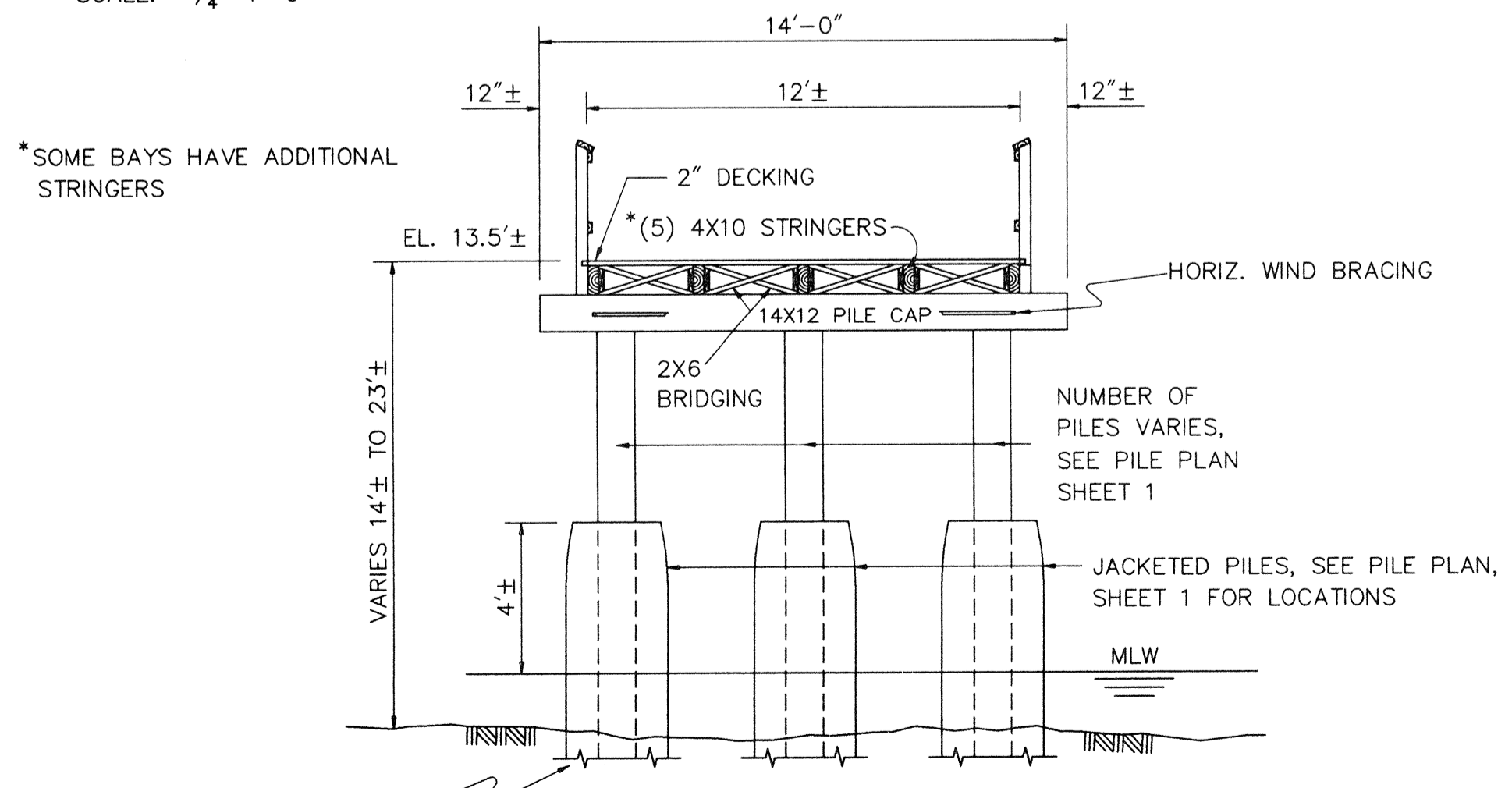
PARTIAL FRAMING DEMOLITION PLAN (TYPICAL FOR BENTS 3 - 43)

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



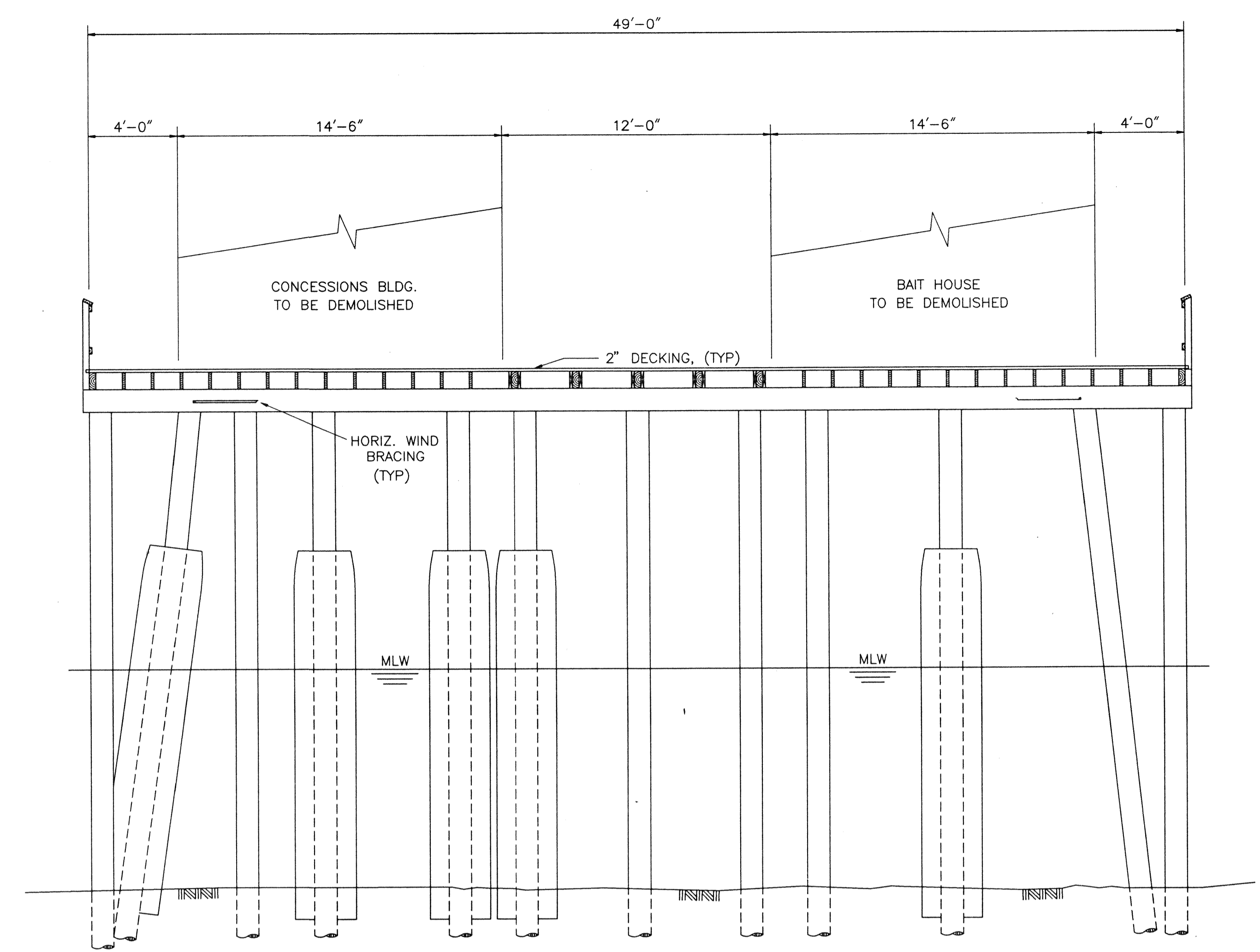
SECTION A
SCALE: 1/4"=1'-0"

TYPICAL FOR BENTS 3 - 12



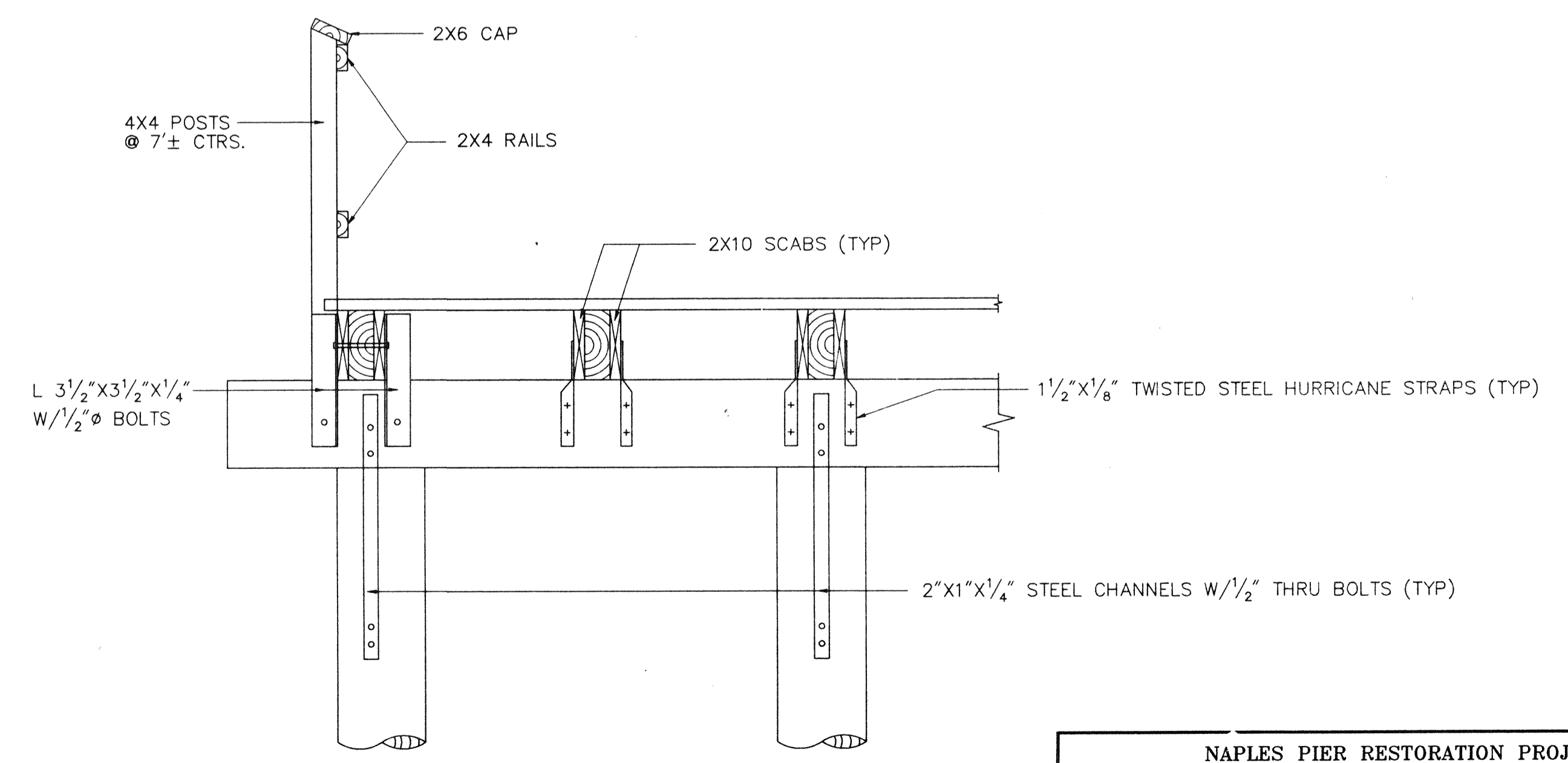
SECTION B
SCALE: 1/4"=1'-0"

TYPICAL FOR BENTS 13 - 36 AND 40 - 43



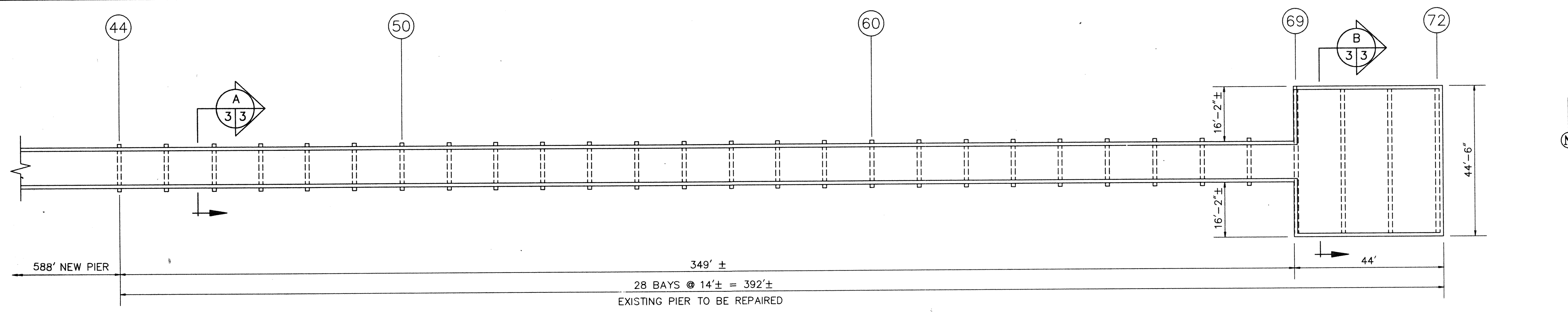
NOTE:
PILE JACKETS ARE RANDOMLY SPACED
(SEE PILE PLAN, SHEET 1 FOR LOCATION)

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

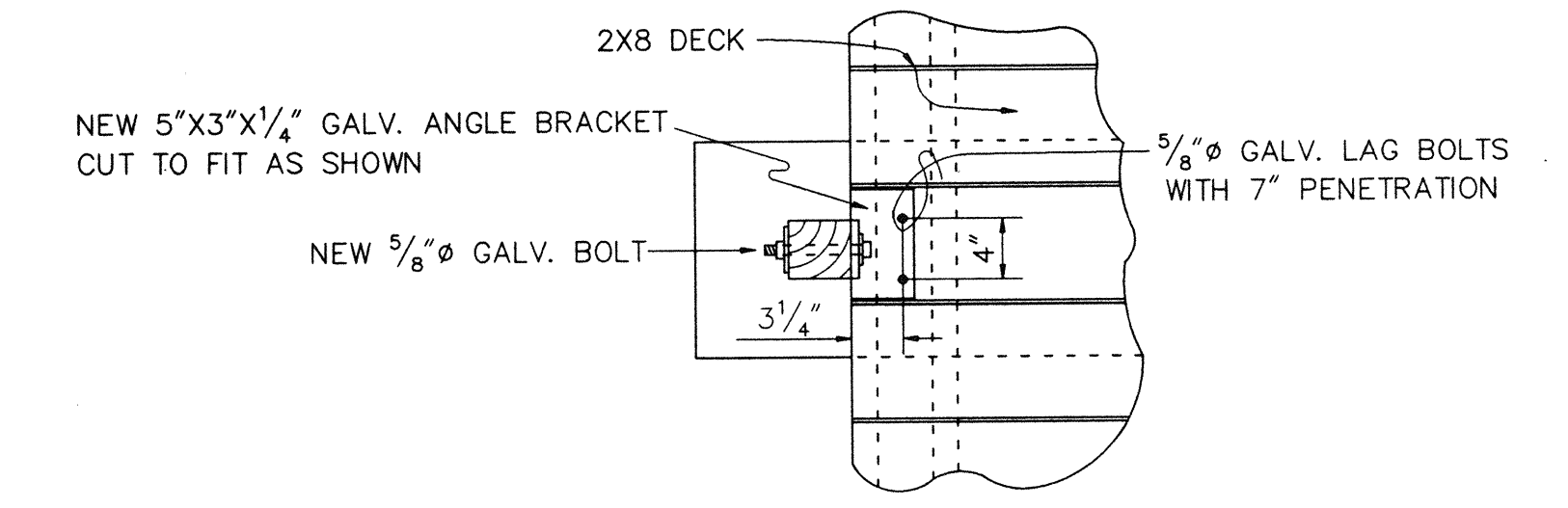


DETAIL 1
SCALE: 3/4"=1'

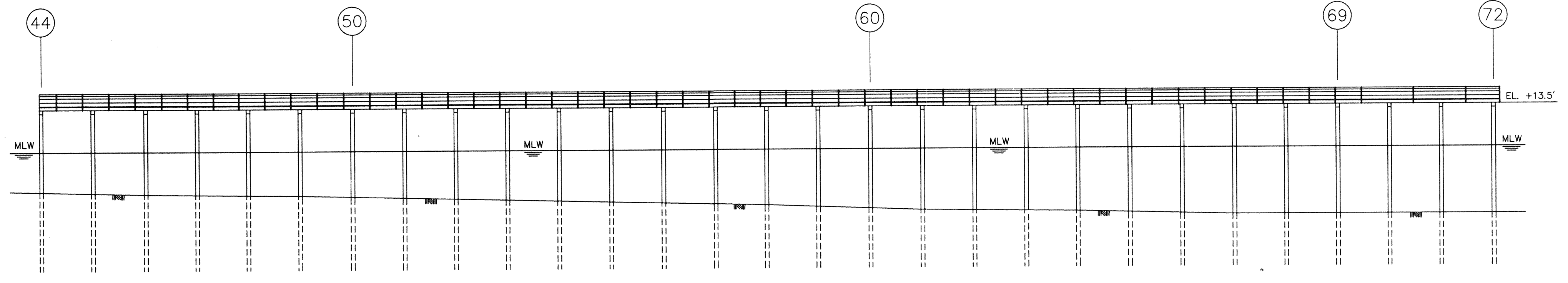
NAPLES PIER RESTORATION PROJECT				
DEMOLITION PLAN, SECTIONS AND DETAILS				
BASE BID				
SCI	SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS			SCI
NAPLES		FLORIDA		
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	2
DWG. NO.	SCALE: AS INDICATED			
9322-22				



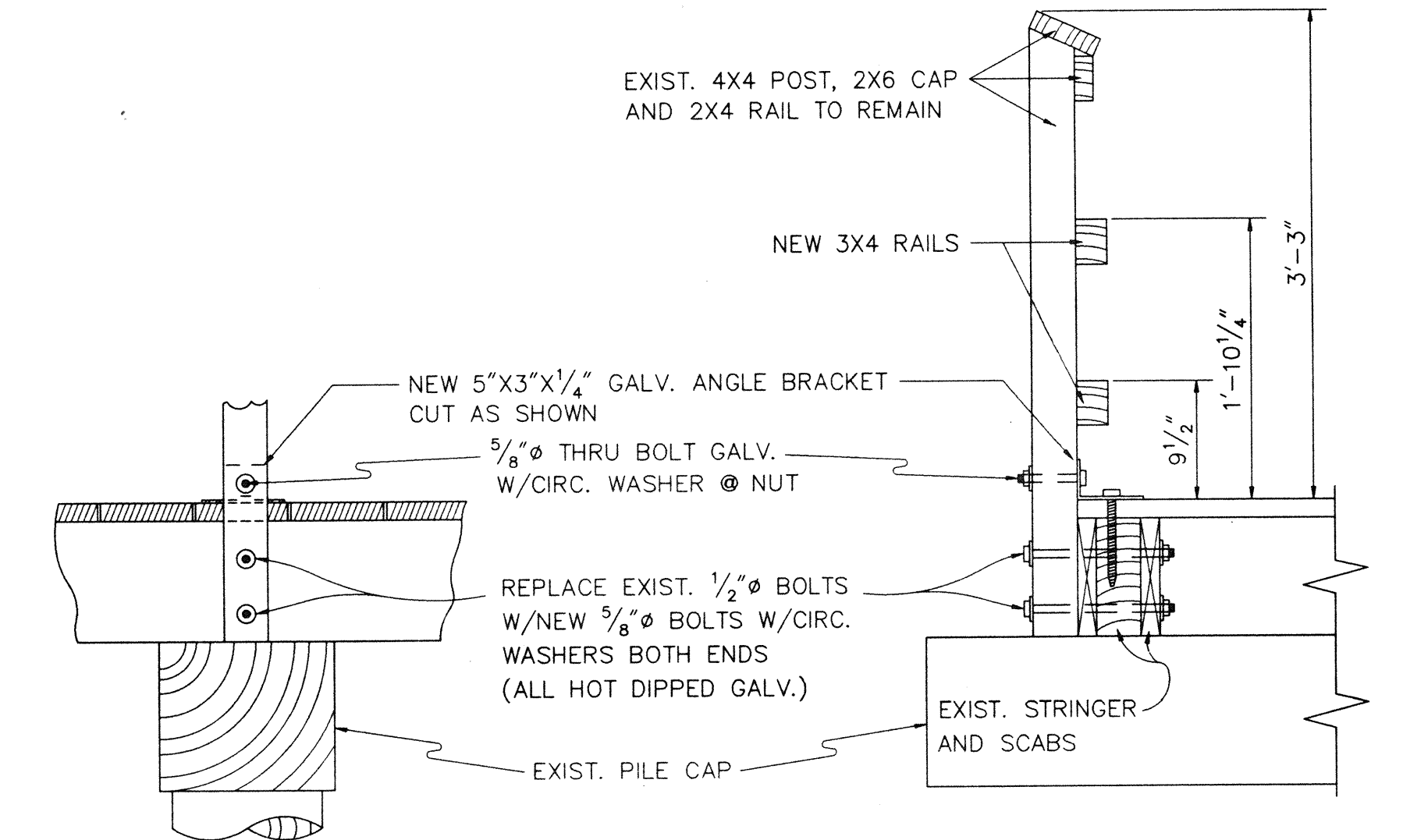
EXISTING PIER REPAIR PLAN (BENTS 44-72)
SCALE: 1"=20'-0"



PLAN AT DECK LEVEL
SCALE: 1"=1'-0"



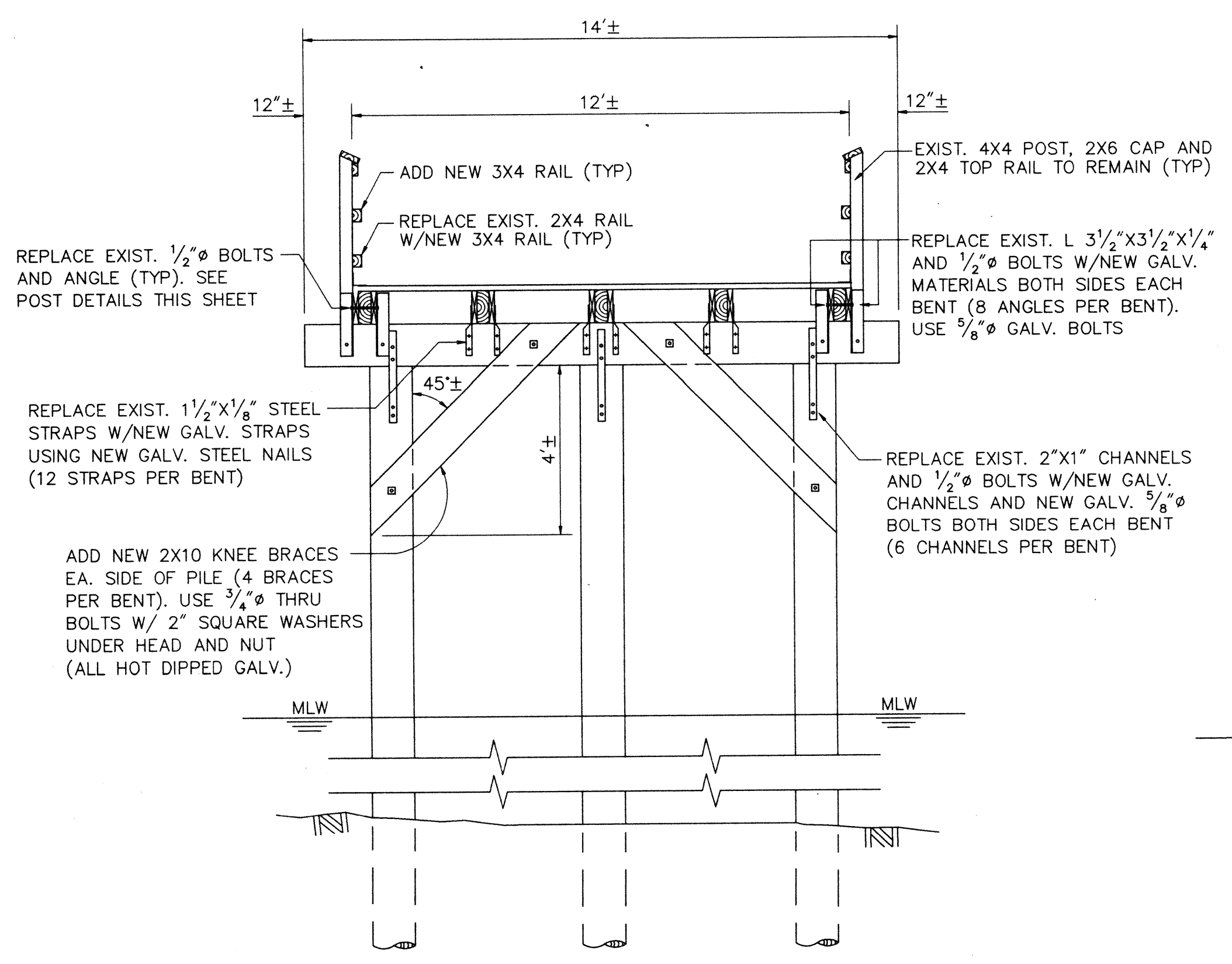
EXISTING PIER REPAIR ELEVATION (BENTS 44-72)
SCALE: 1"=20'-0"



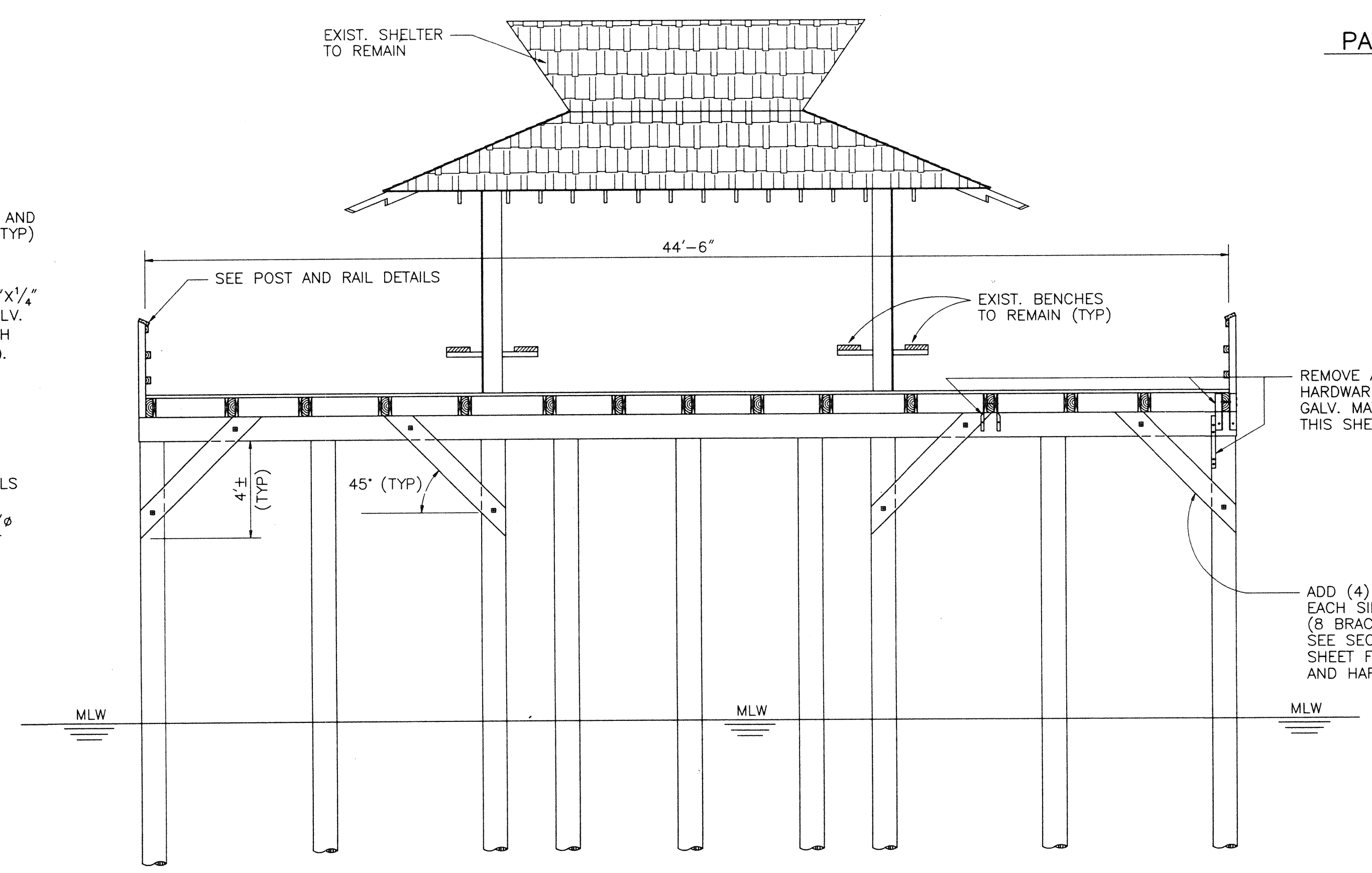
PARTIAL REAR ELEVATION
SCALE: 1"=1'-0"

SIDE ELEVATION
SCALE: 1"=1'-0"

POST AND RAIL DETAILS



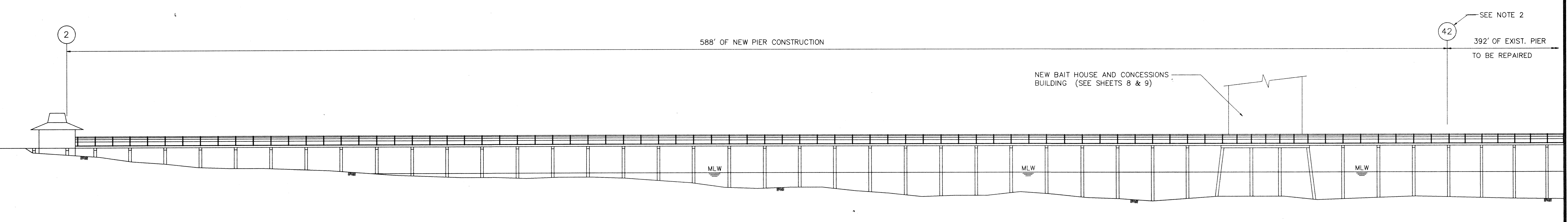
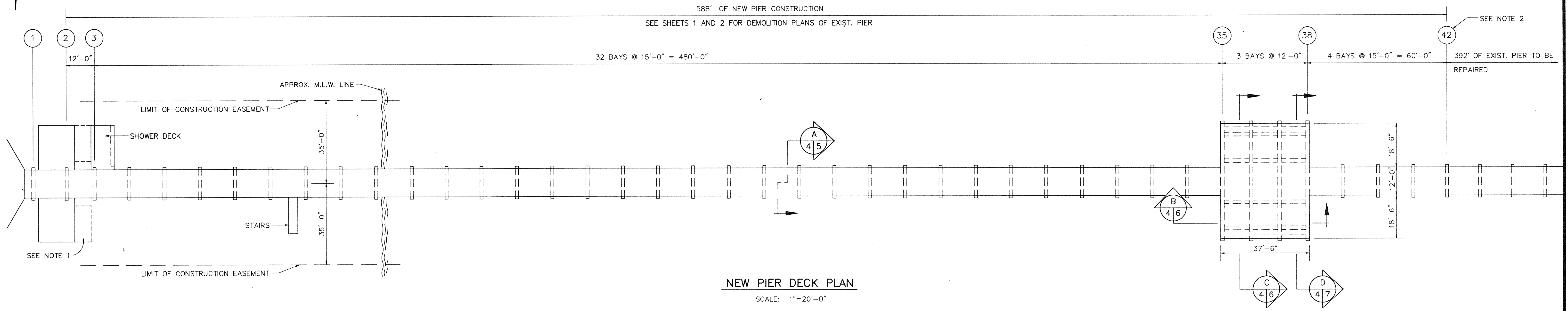
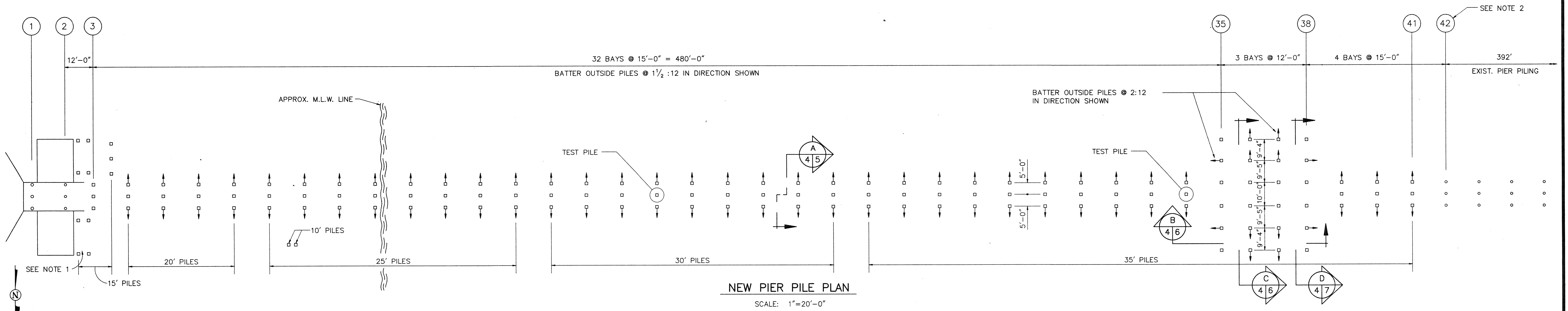
SECTION A
SCALE: 3/8"=1'-0"
TYPICAL FOR BENTS 44-68



SECTION B
SCALE: 1/4"=1'-0"
TYPICAL FOR BENTS 69-72

NAPLES PIER RESTORATION PROJECT				
REPAIR PLAN, ELEVATION, SECTIONS AND DETAILS				
BASE BID				
PROJECT	CHK.	DATE	DWN	SHEET
DWG. NO.	SCALE: AS INDICATED			
9322-23				

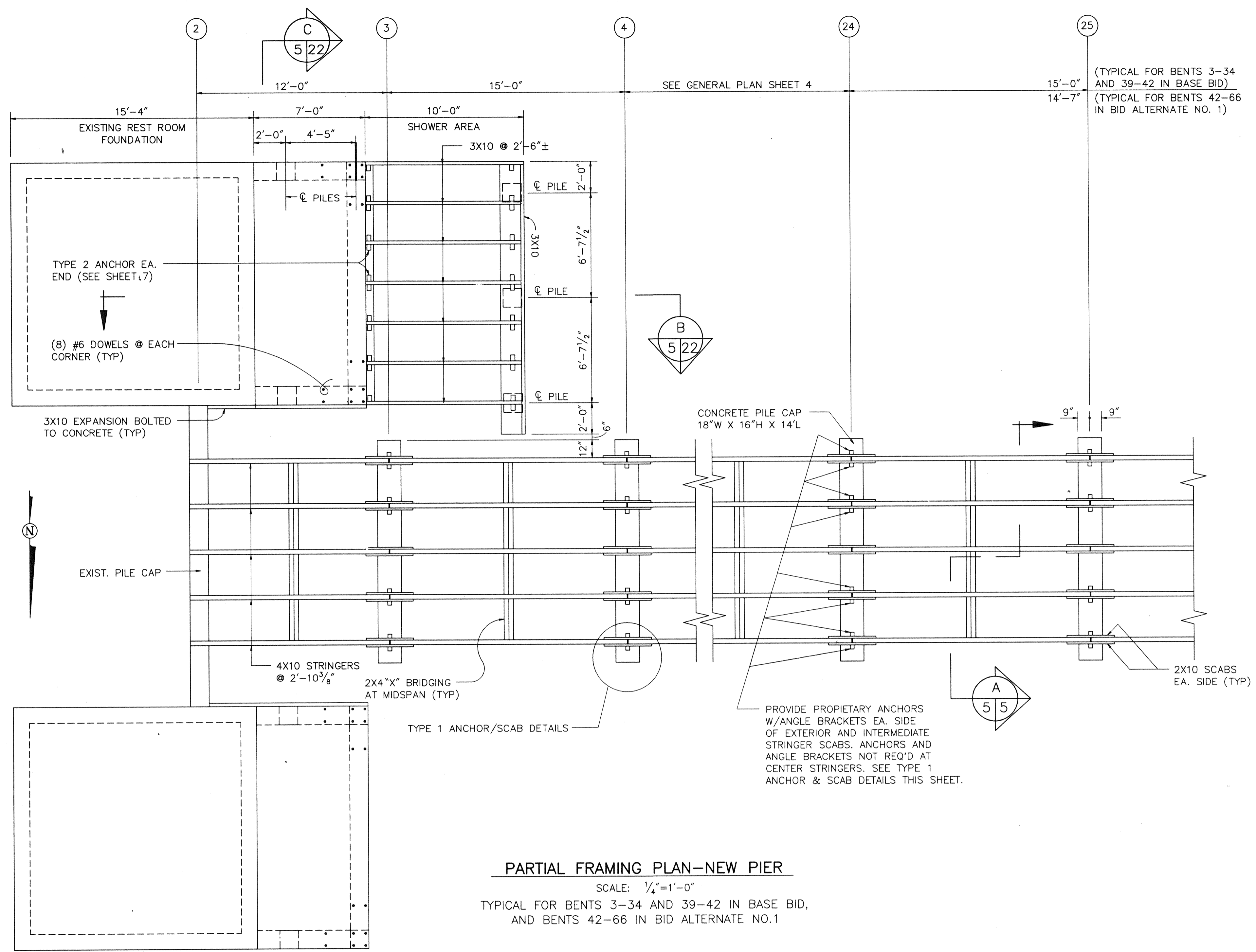
SCI SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA SCI



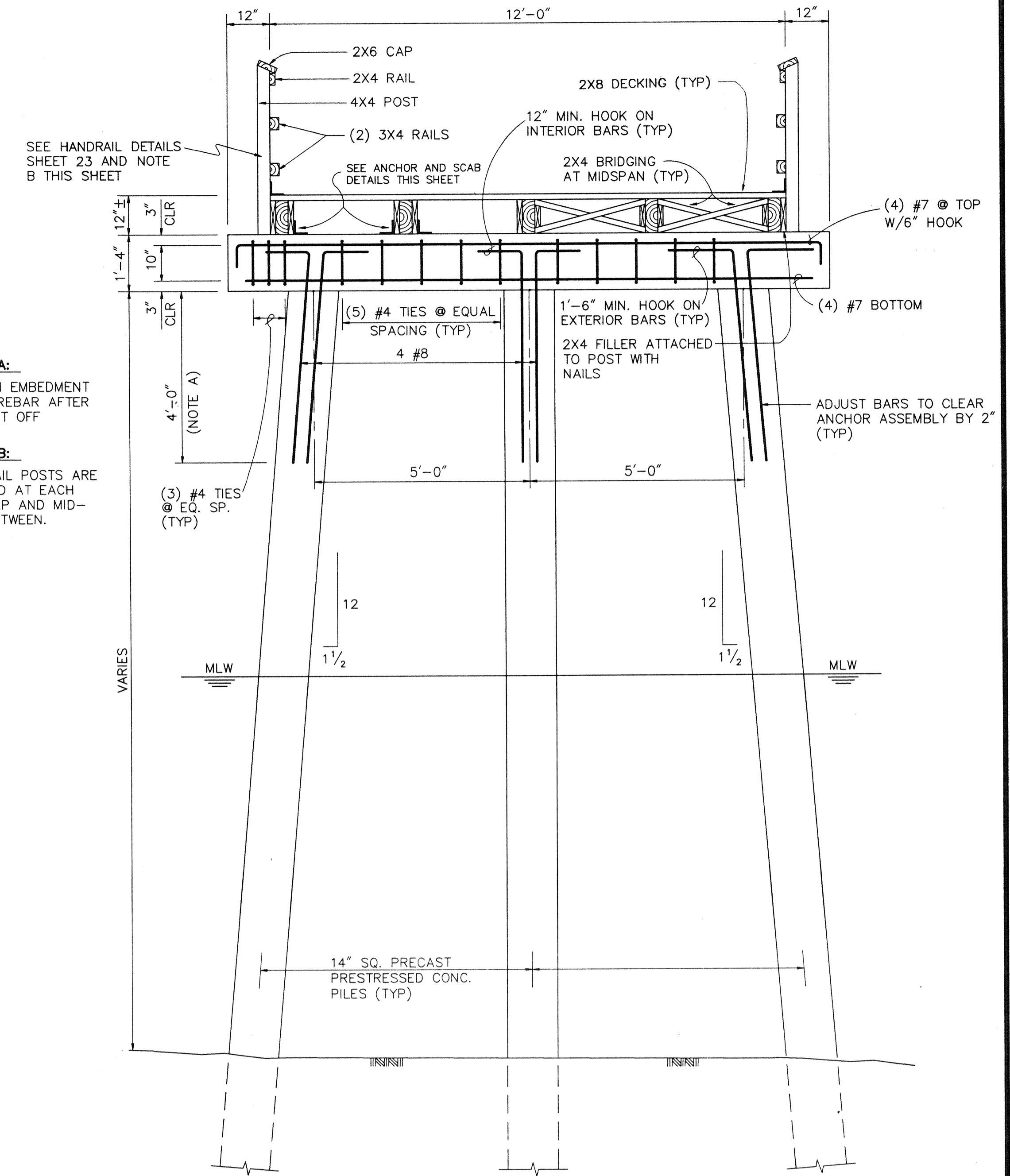
- NOTES:**
- THE RESTROOM BUILDINGS ARE BEING ENLARGED WESTWARD UNDER A SEPARATE CONTRACT, EXCEPT THAT THE FOUNDATIONS ARE INCLUDED IN THIS CONTRACT (BASE BID). THE EXISTING ROOFS ON THE BUILDINGS WILL BE REPLACED. TO DRIVE PILES NEXT TO THE EXISTING BUILDINGS, THE ROOF OVERHANGS (WEST SIDE) WILL HAVE TO BE CUT OFF.
 - NEW 588' OF PIER CONSTRUCTION, WITH 15' SPANS, HAS TWO LESS PILE BENTS THAN THE EXISTING PIER. THEREFORE BENT NO. 44 ON THE EXISTING PIER CHANGES TO BENT NO. 42.
 - SOME PILE STUBS AND DEBRIS ARE ON THE BOTTOM SEAWARD OF THE SHORELINE WHICH MIGHT INTERFERE WITH INSTALLATION OF THE CENTER (VERTICAL) PILE. THE CONTRACTOR SHALL REMOVE ANY SUCH PILE STUBS OR DEBRIS.

- LEGEND:**
- NEW 14" SQ. PRESTRESSED CONC. PILE (SEE SHEET 22 FOR DETAIL)
 - BATTER PILE
 - EXIST. TIMBER PILE (TO REMAIN)

NAPLES PIER RESTORATION PROJECT					
NEW CONSTRUCTION - GENERAL PLANS AND ELEVATION					
BASE BID - CONCRETE SUBSTRUCTURE OPTION					
SCI		SUBOCEANIC CONSULTANTS INC.		SCI	
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS		FLORIDA		FLORIDA	
PROJECT	CHK.	DATE	DWN	G.F.D.	SHEET
93.22	R.A.C.	4/7/95			4
DWG NO. 9322-24A		SCALE: AS INDICATED			



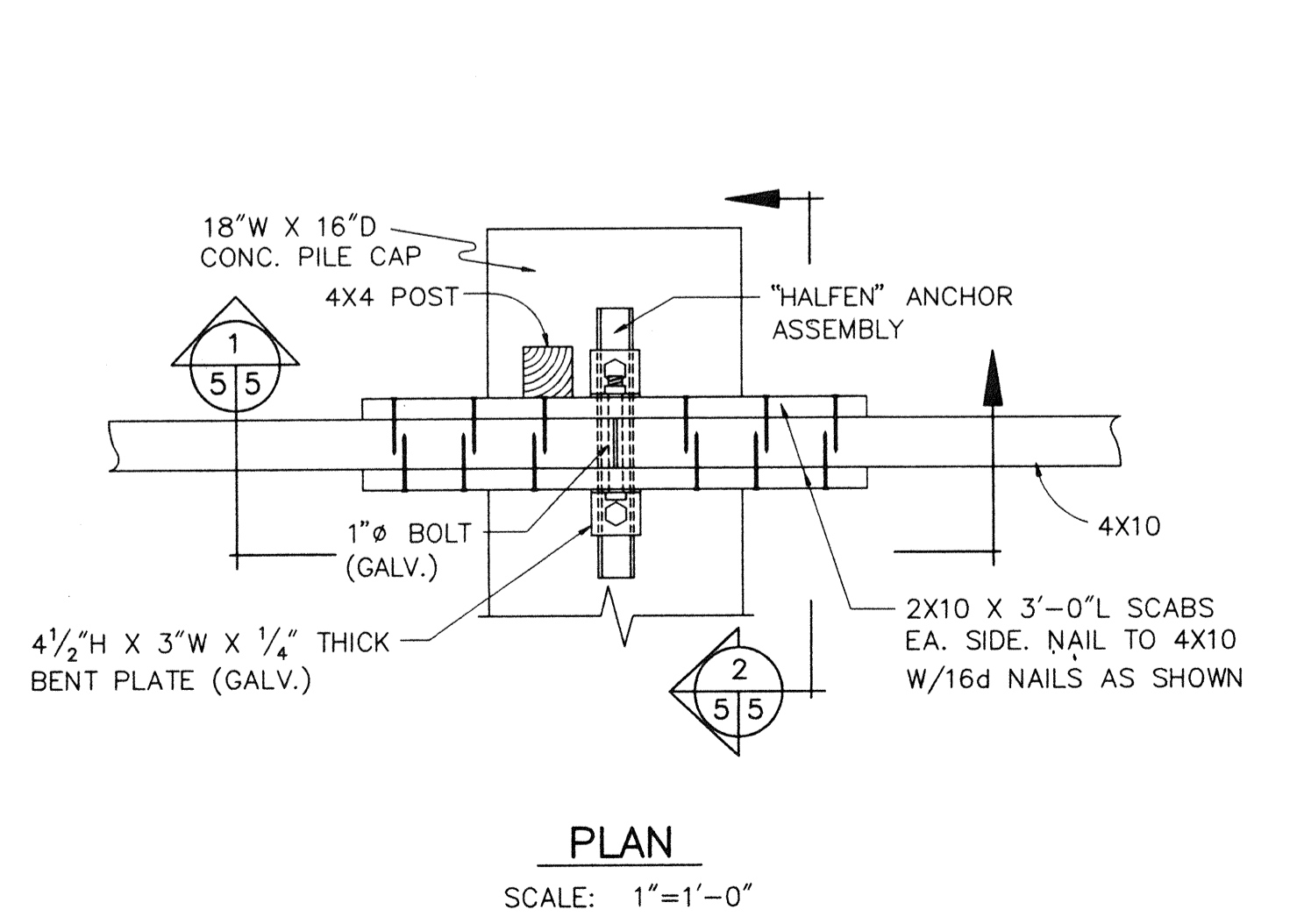
PARTIAL FRAMING PLAN-NEW PIER
 SCALE: 1/4"=1'-0"
 TYPICAL FOR BENTS 3-34 AND 39-42 IN BASE BID,
 AND BENTS 42-66 IN BID ALTERNATE NO.1



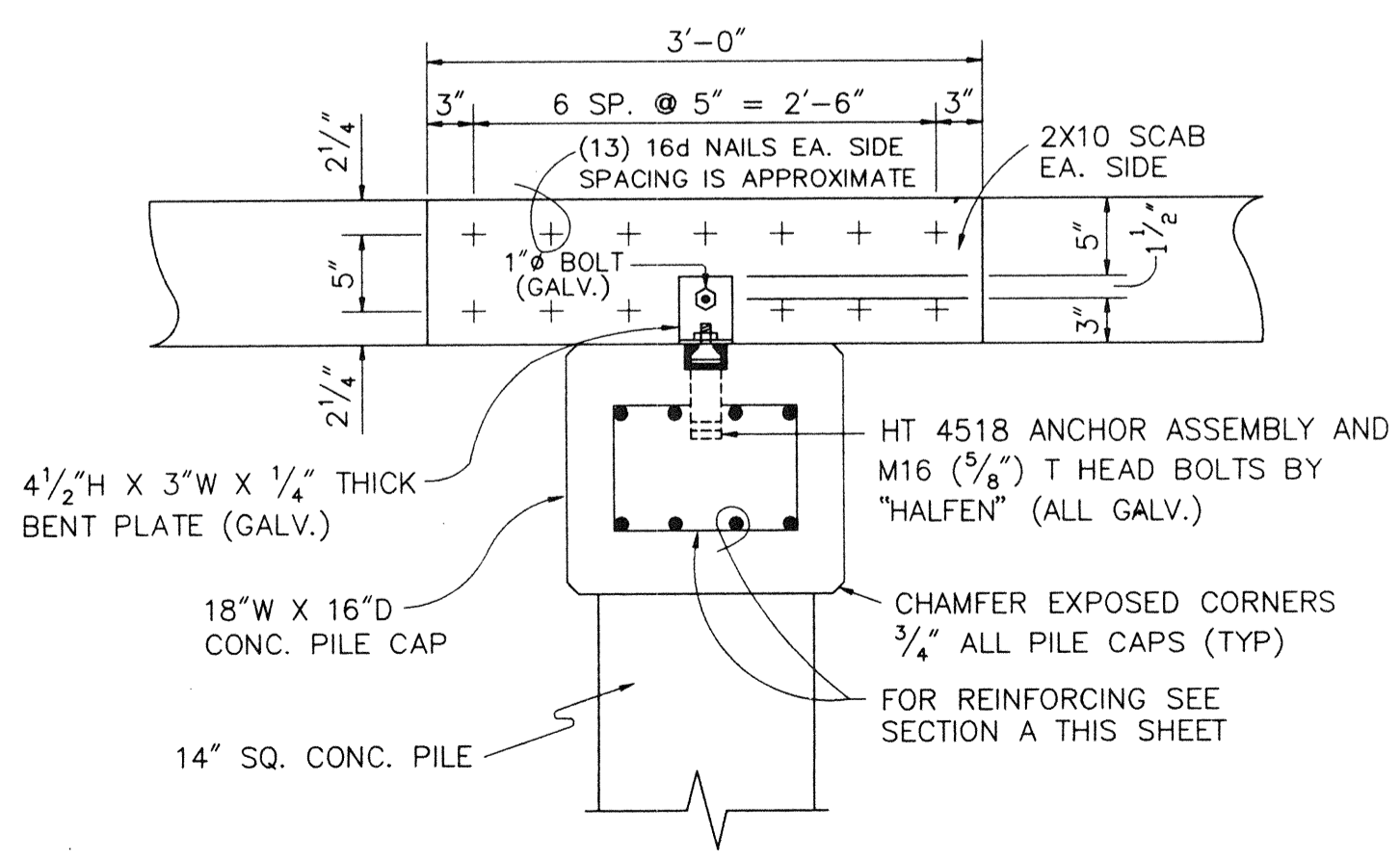
NOTE A:
 MINIMUM EMBEDMENT OF #8 REBAR AFTER PILE CUT OFF

NOTE B:
 HANDRAIL POSTS ARE LOCATED AT EACH PILE CAP AND MID-WAY BETWEEN.

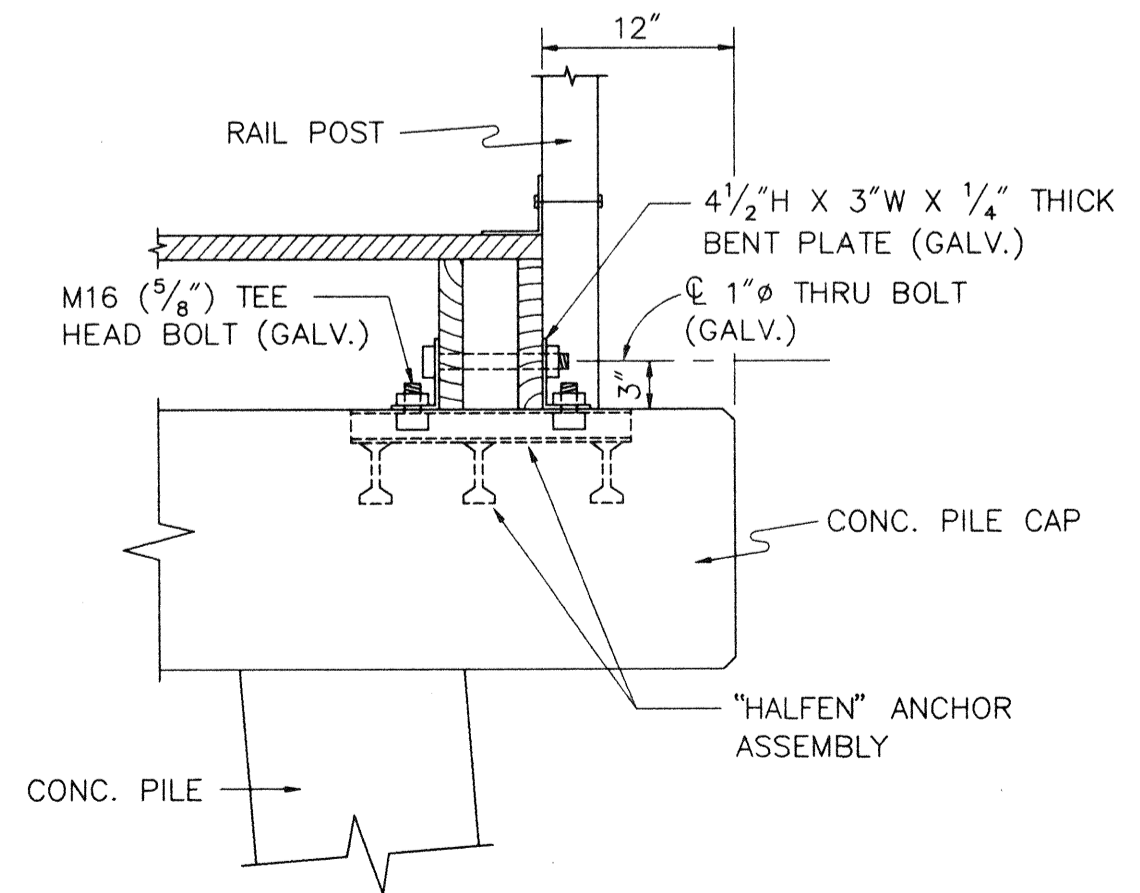
SECTION A
 SCALE: 1/2"=1'-0"
 4



PLAN
 SCALE: 1"=1'-0"



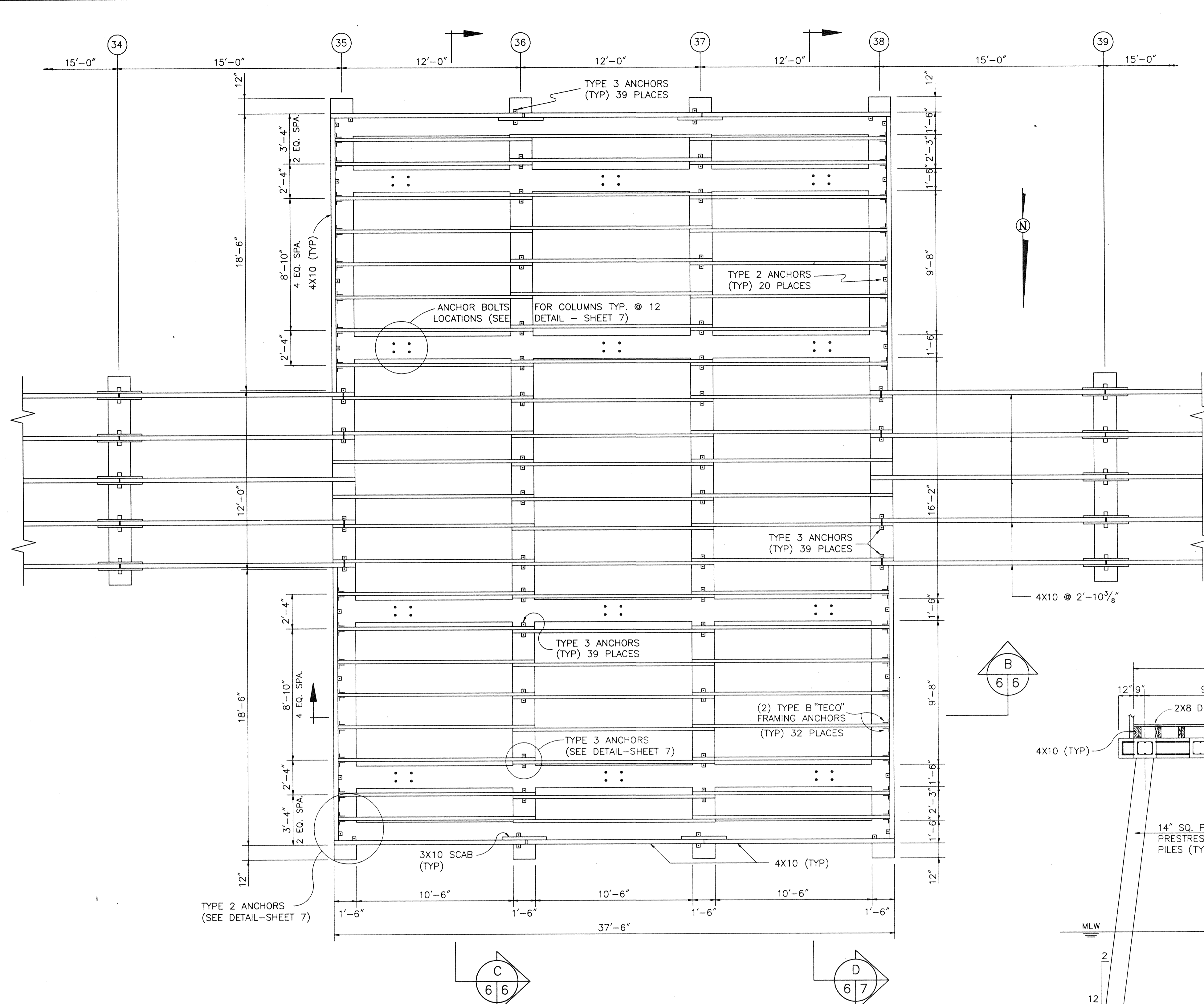
SECTION 1
 SCALE: 1"=1'-0"
 5



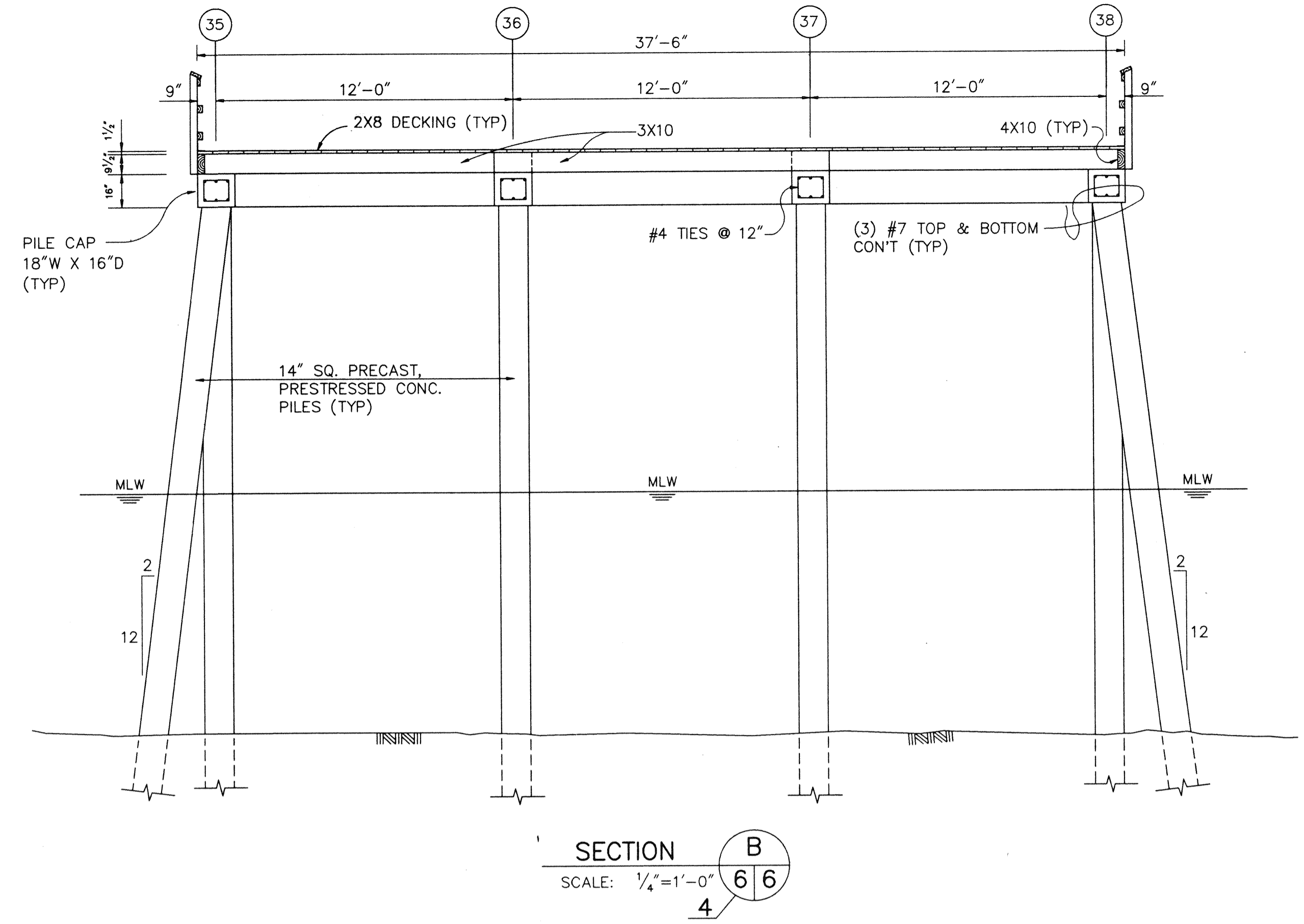
SECTION 2
 SCALE: 1"=1'-0"
 5

TYPE 1 ANCHOR AND SCAB DETAILS

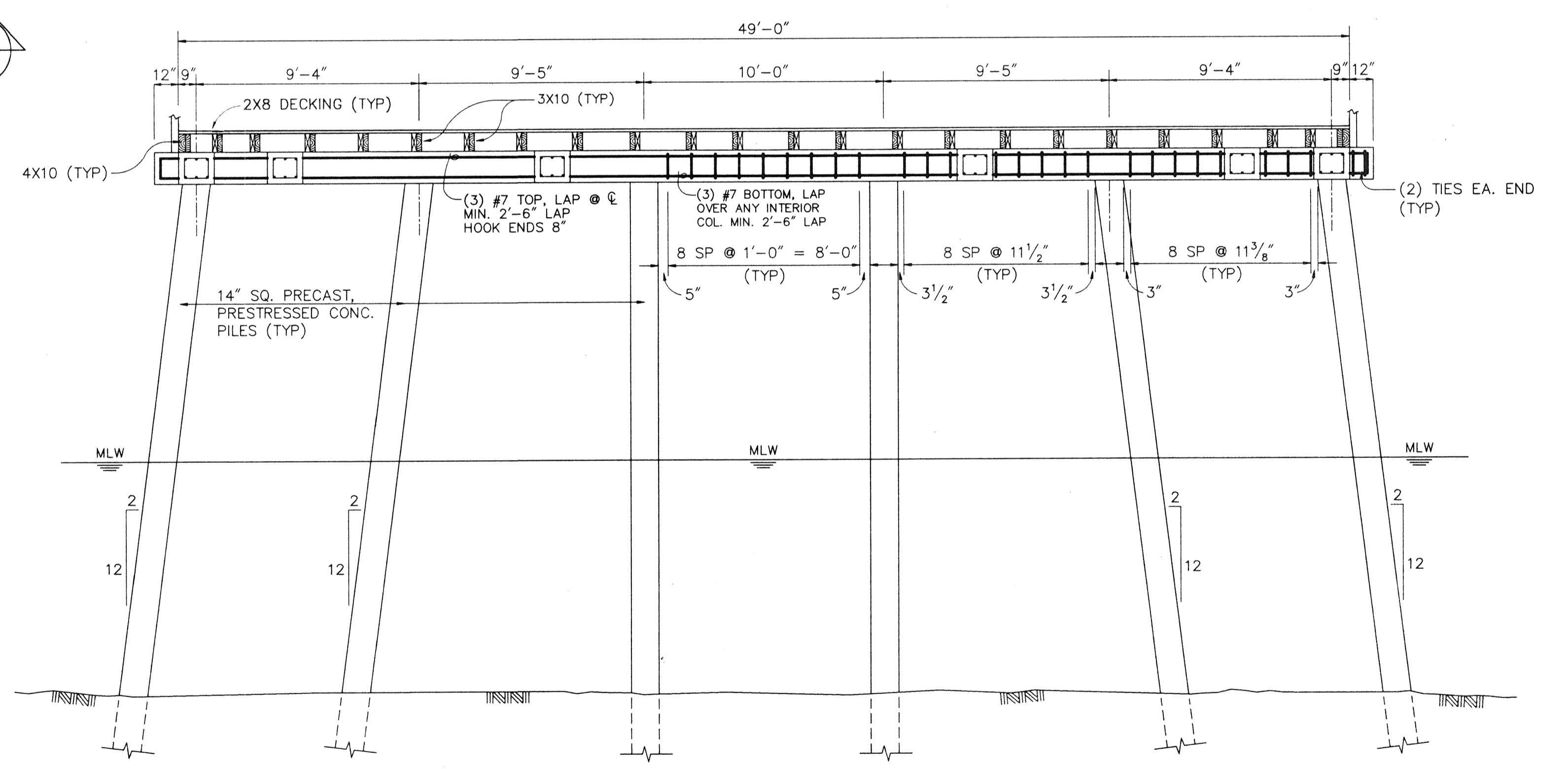
NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-FRAMING PLANS, SECTIONS AND DETAILS				
BASE BID-CONCRETE SUBSTRUCTURE OPTION				
SCI		SUBOCEANIC CONSULTANTS INC.		
		CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS		
		NAPLES FLORIDA		
PROJECT	CHK.	DATE	OWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	5
DWG. NO.	SCALE: AS INDICATED			
9322-25C				



PARTIAL FRAMING PLAN-NEW PIER
 SCALE: 1/4"=1'-0"
 TYPICAL FOR BENTS 35 - 38

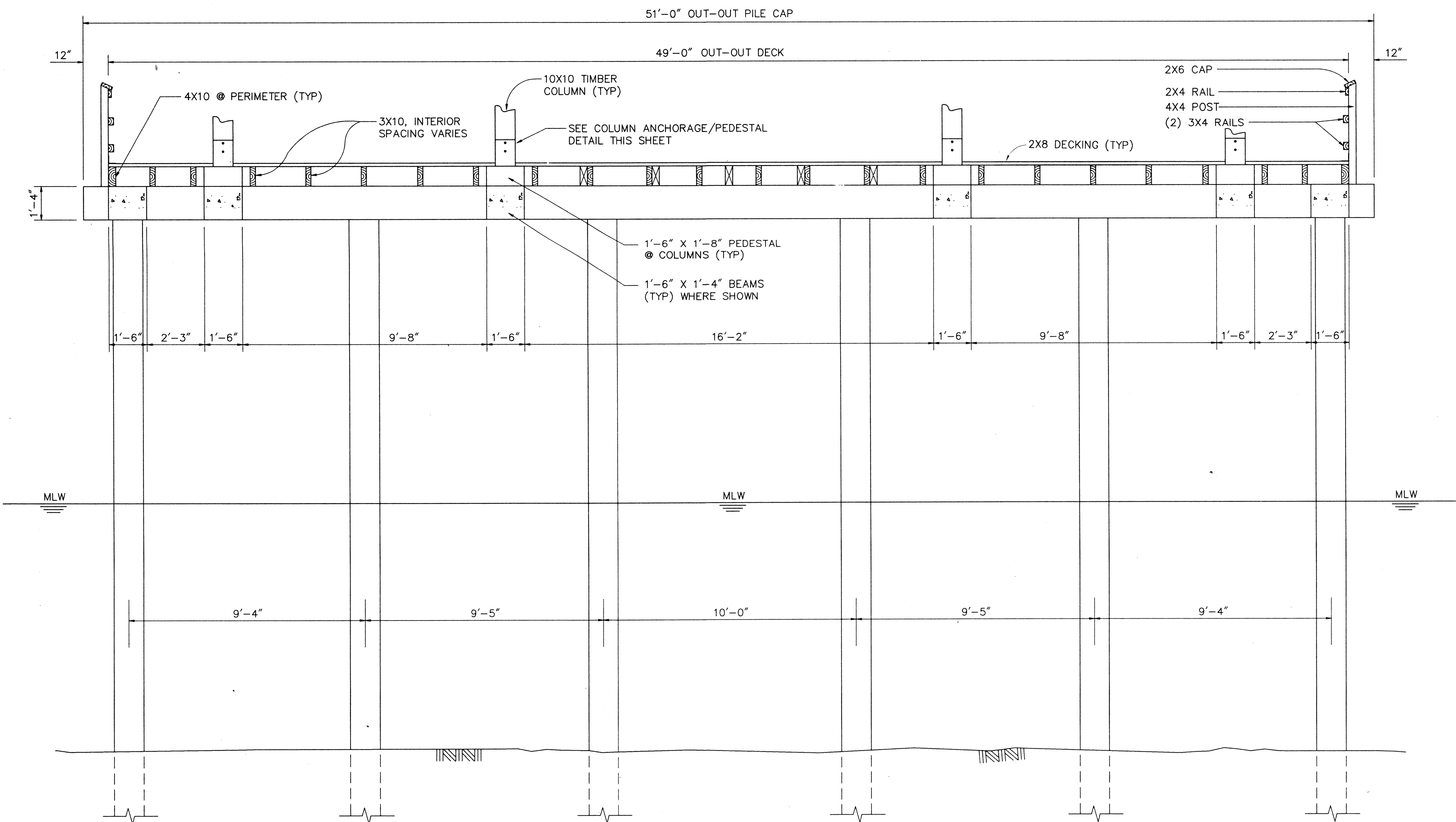


SECTION B
 SCALE: 1/4"=1'-0"
 6/6
 4

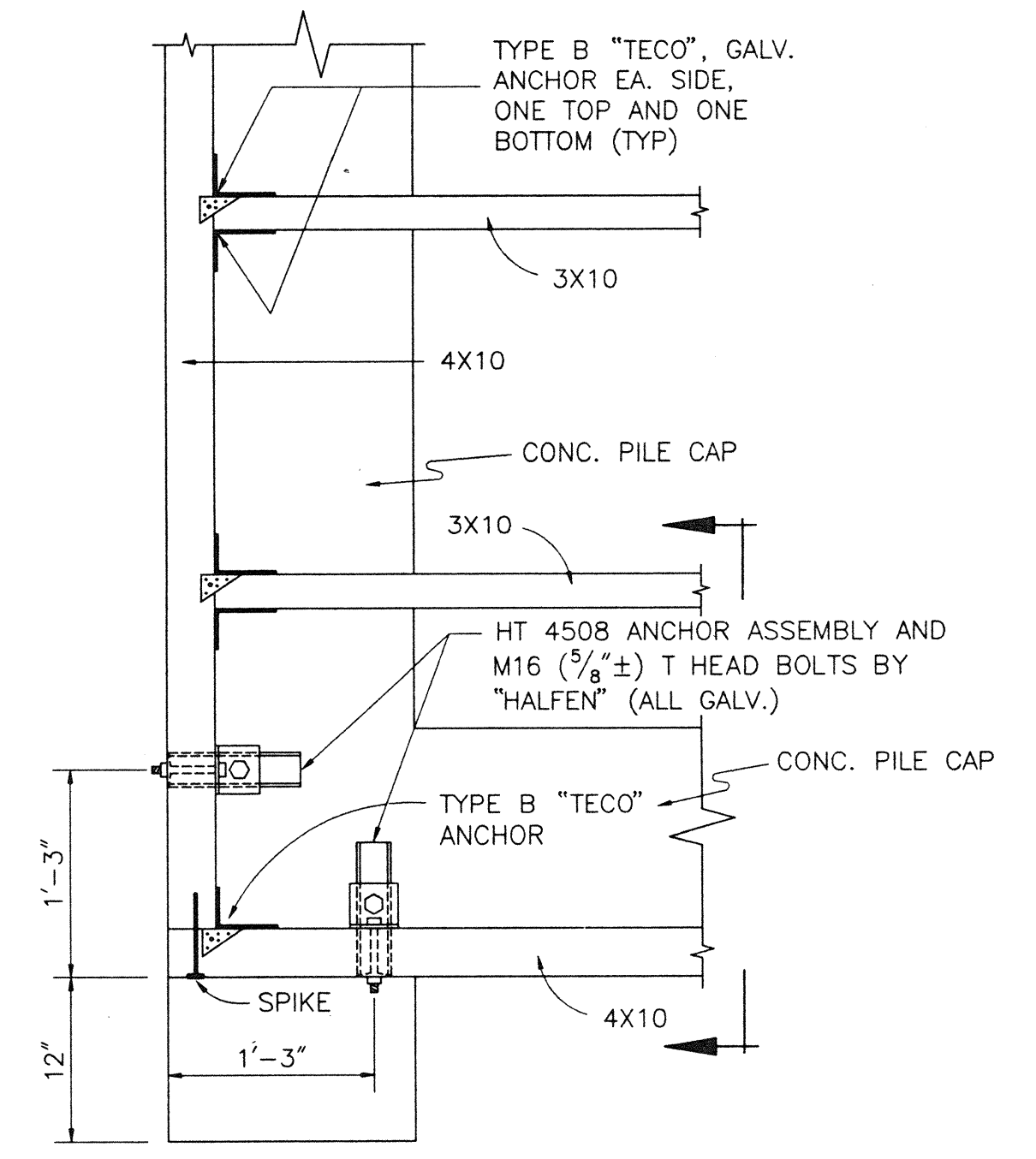


SECTION C
 SCALE: 1/4"=1'-0"
 6/6
 4

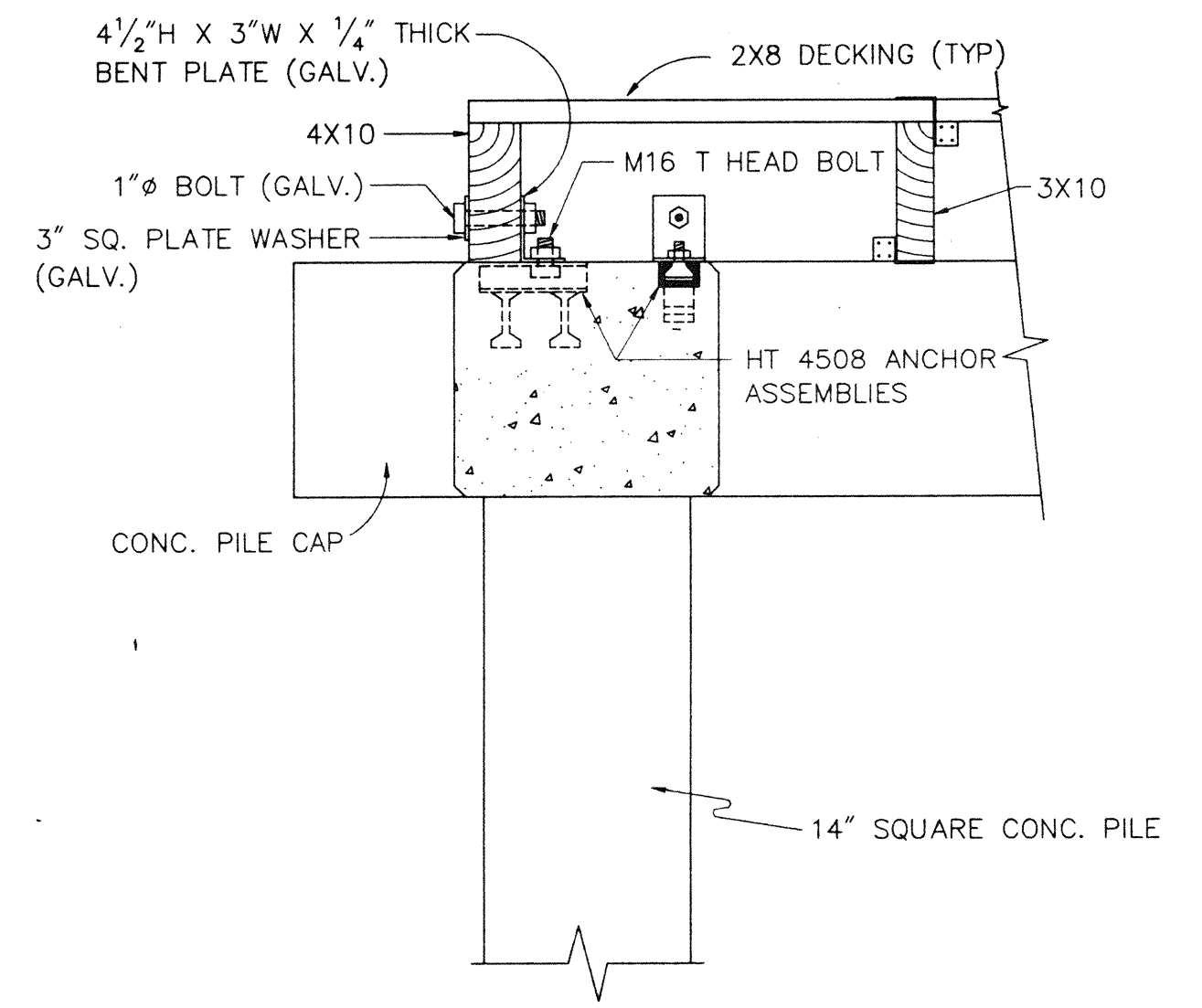
NAPLES PIER RESTORATION PROJECT NEW CONSTRUCTION-FRAMING PLANS AND SECTIONS BASE BID-CONCRETE SUBSTRUCTURE OPTION				
SCI SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA		SCI		
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	6
DWNG NO. 9322-26B		SCALE: AS INDICATED		



SECTION D
SCALE: 3/8"=1'-0"
4 6 7

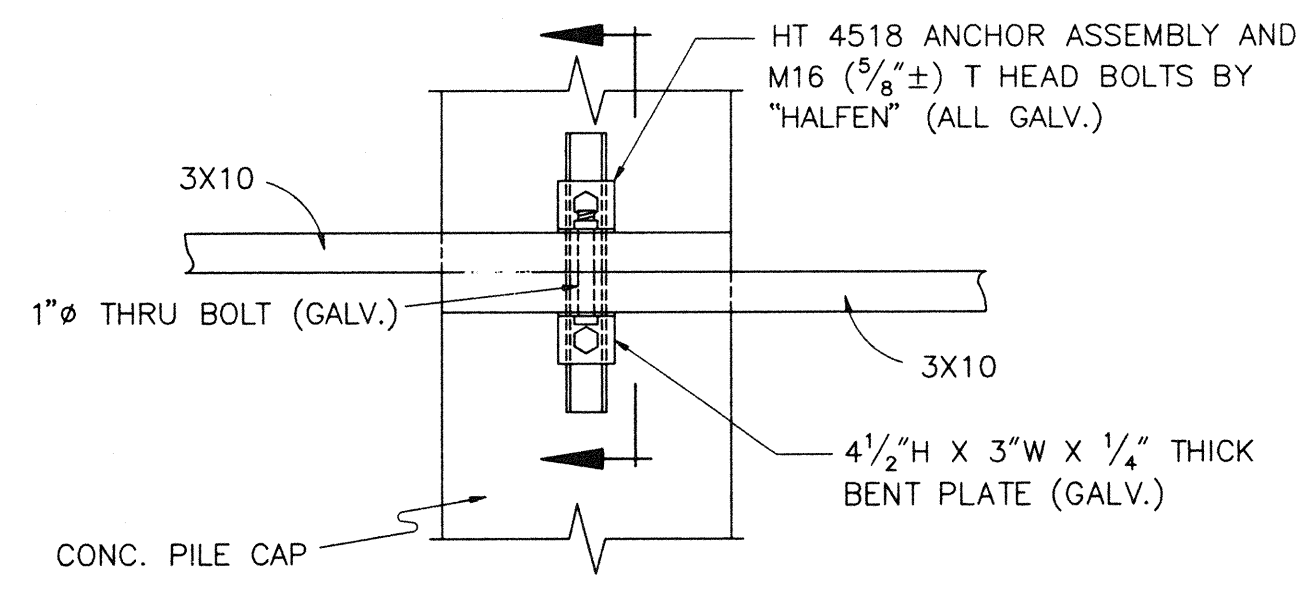


PLAN
SCALE: 1"=1'-0"

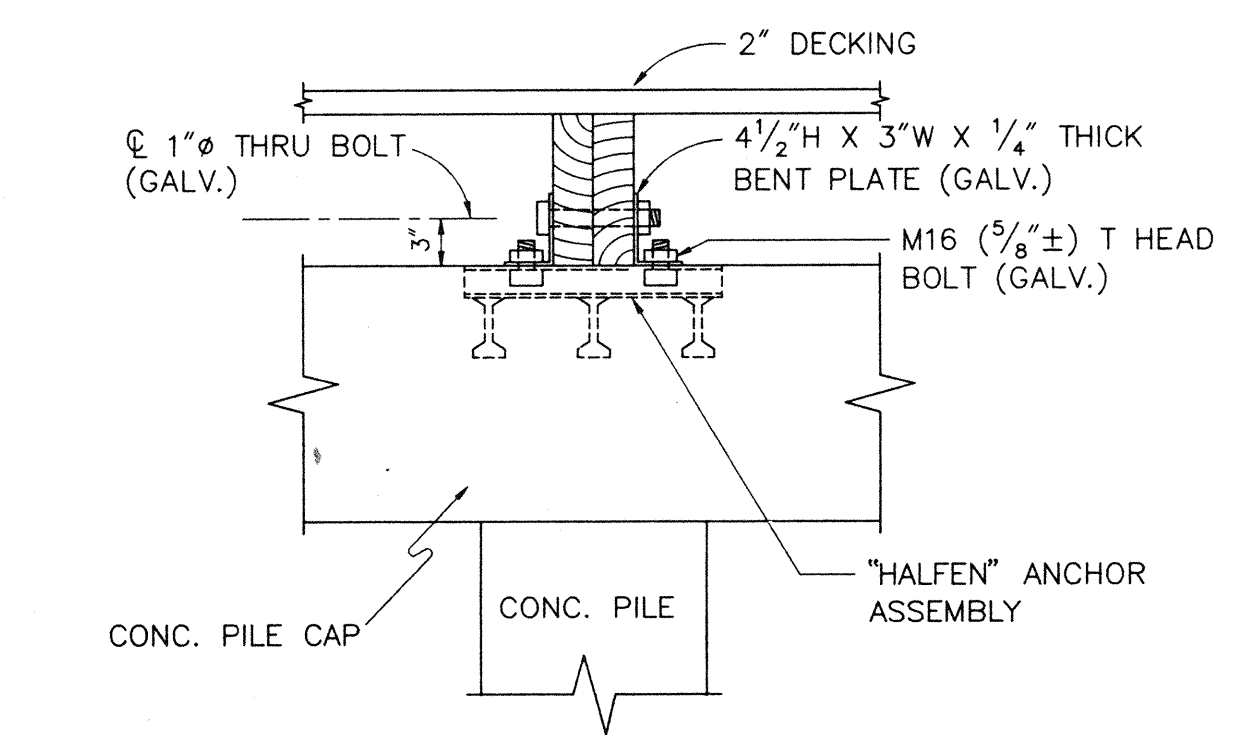


SECTION
SCALE: 1"=1'-0"

TYPE 2 ANCHOR DETAILS

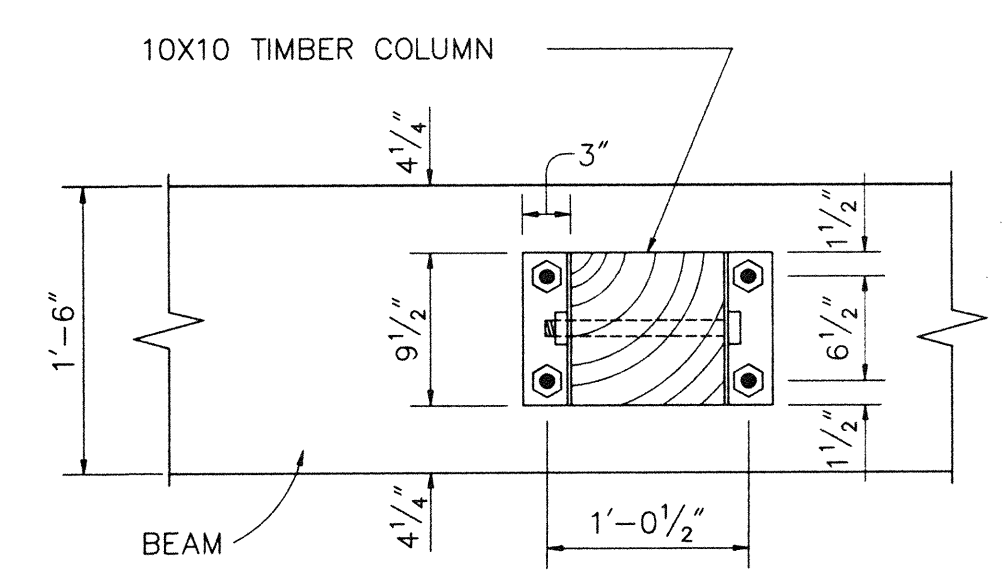


PLAN
SCALE: 1"=1'-0"



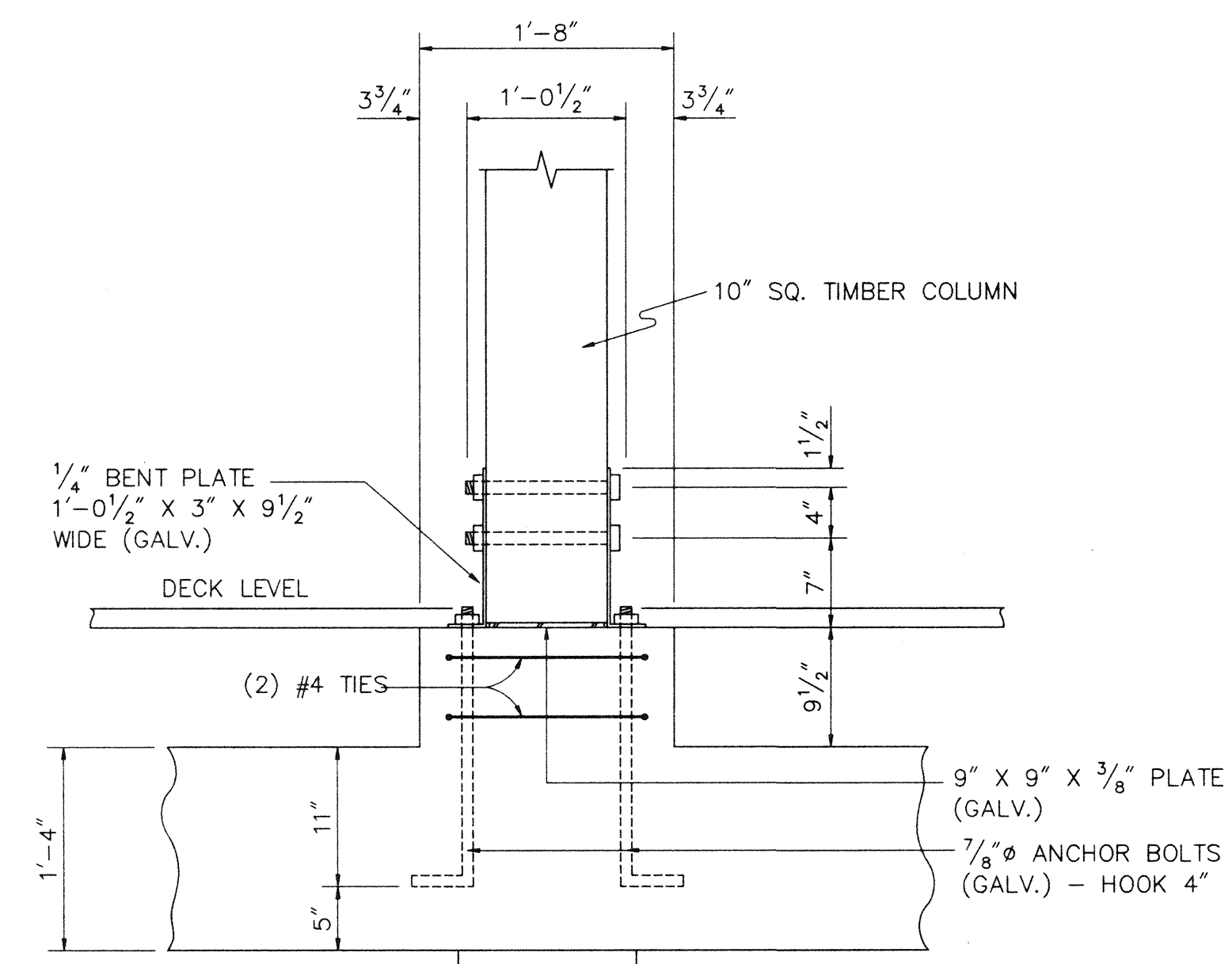
SECTION
SCALE: 1"=1'-0"

TYPE 3 ANCHOR DETAILS



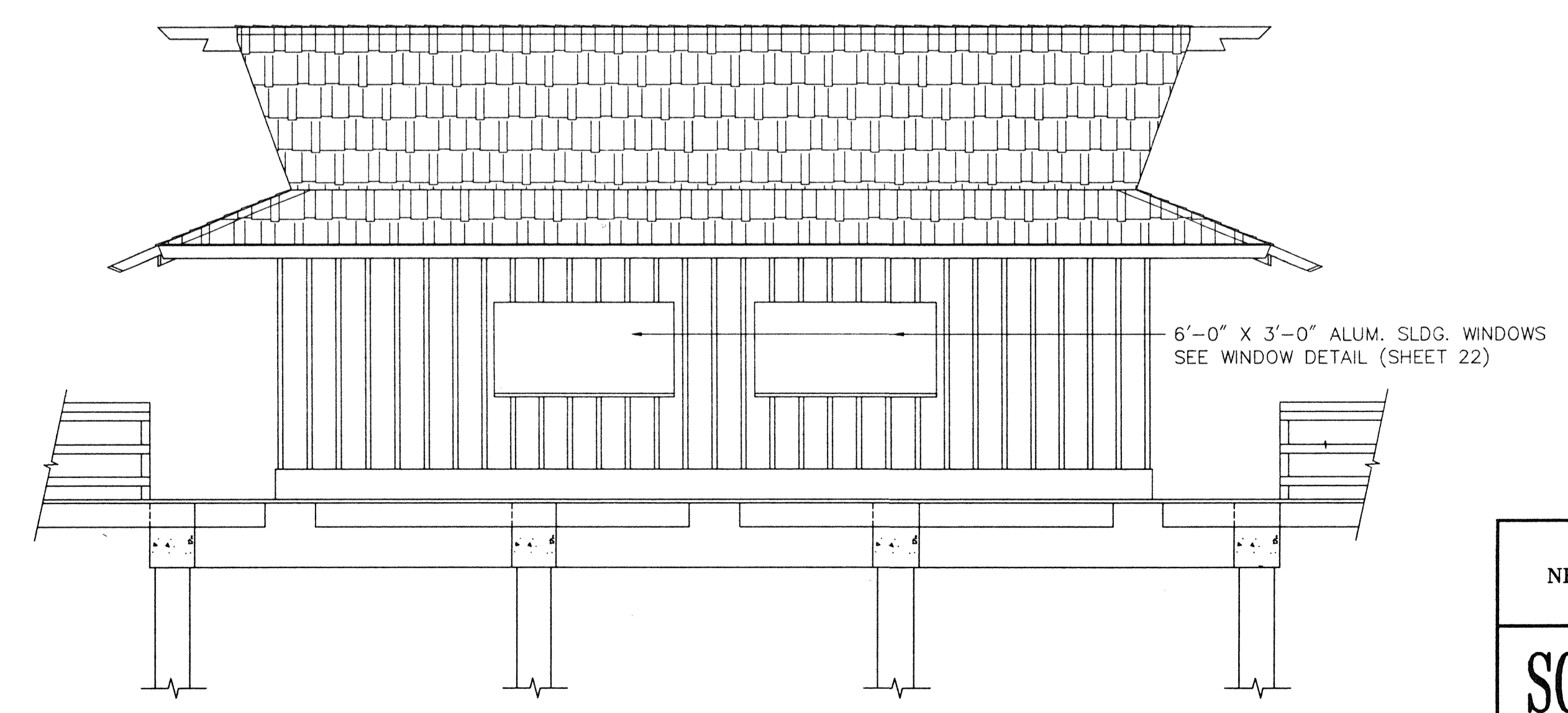
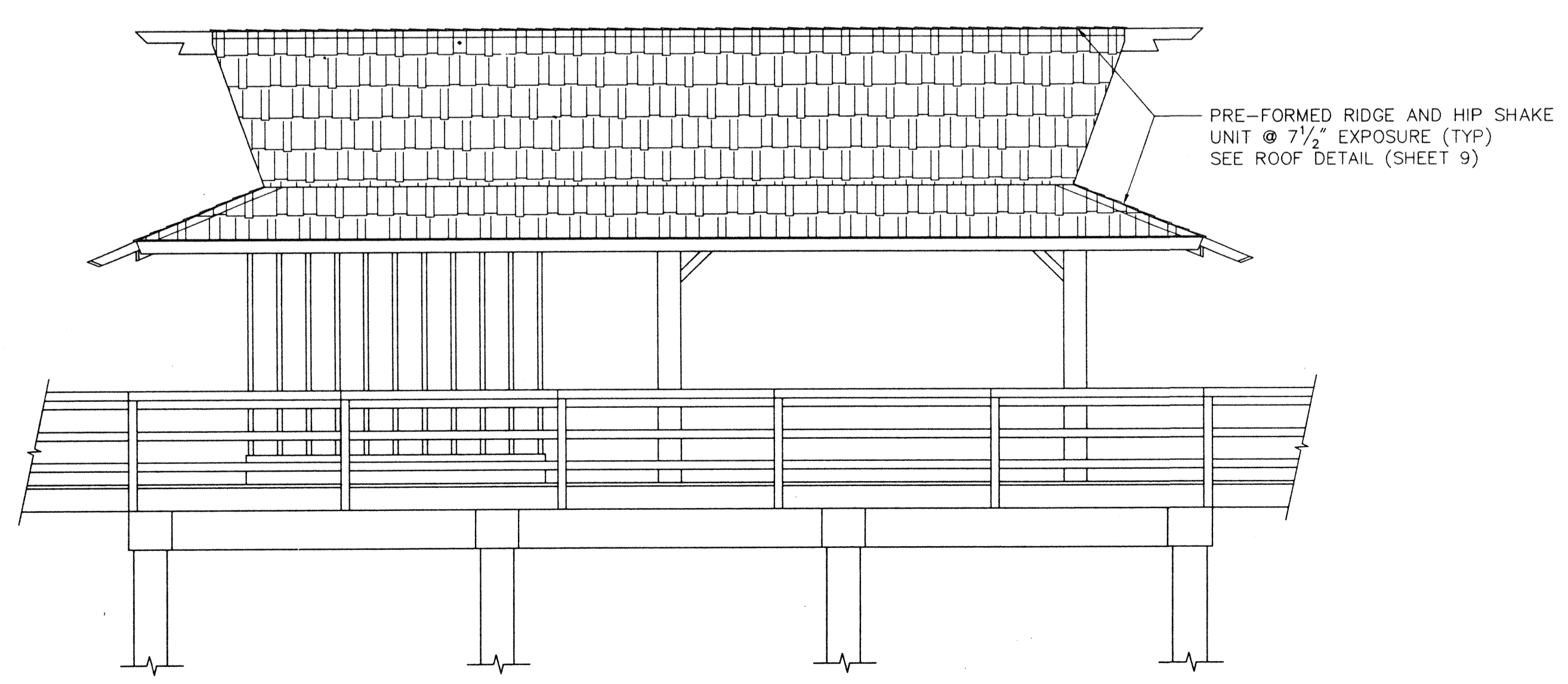
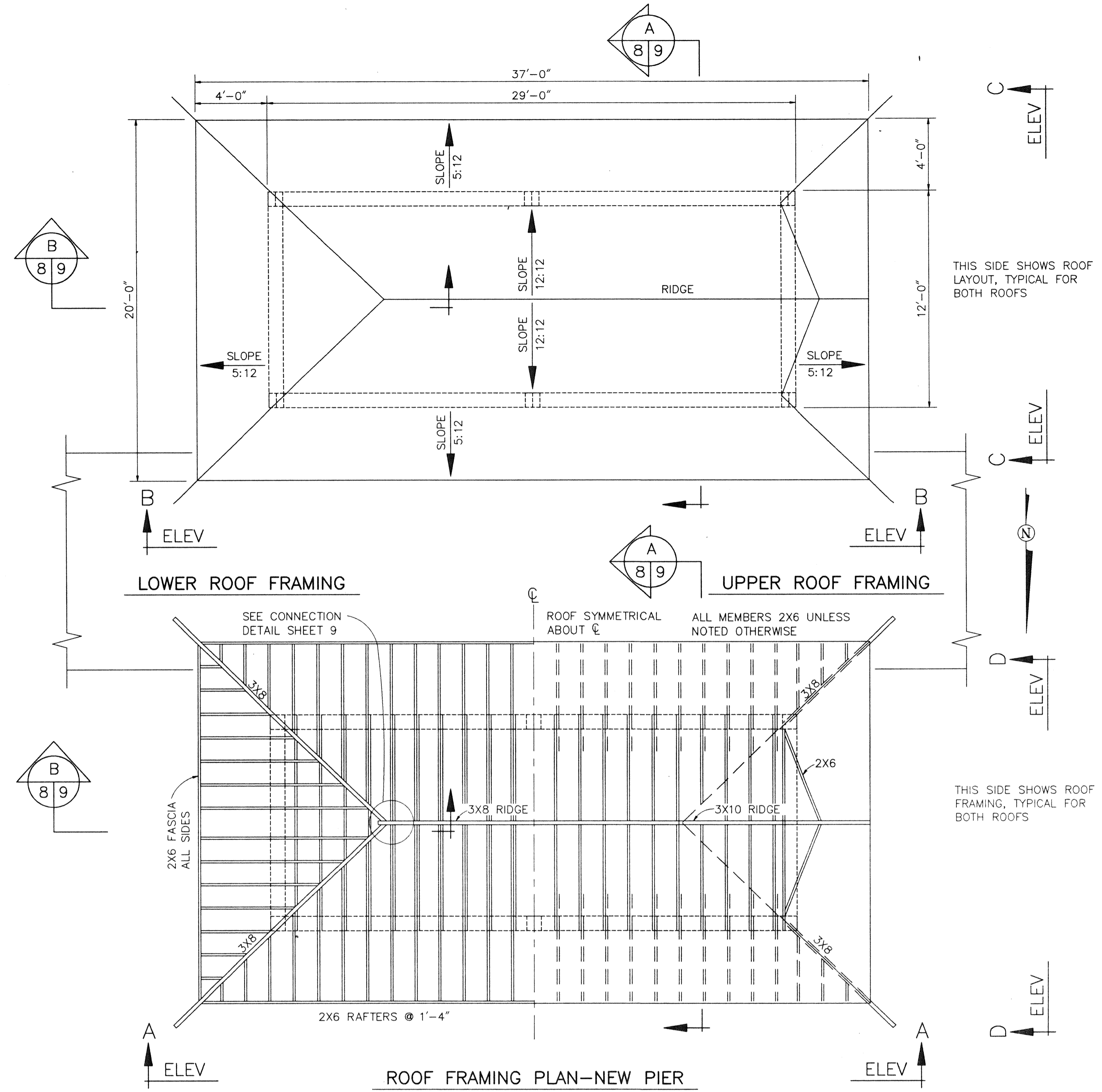
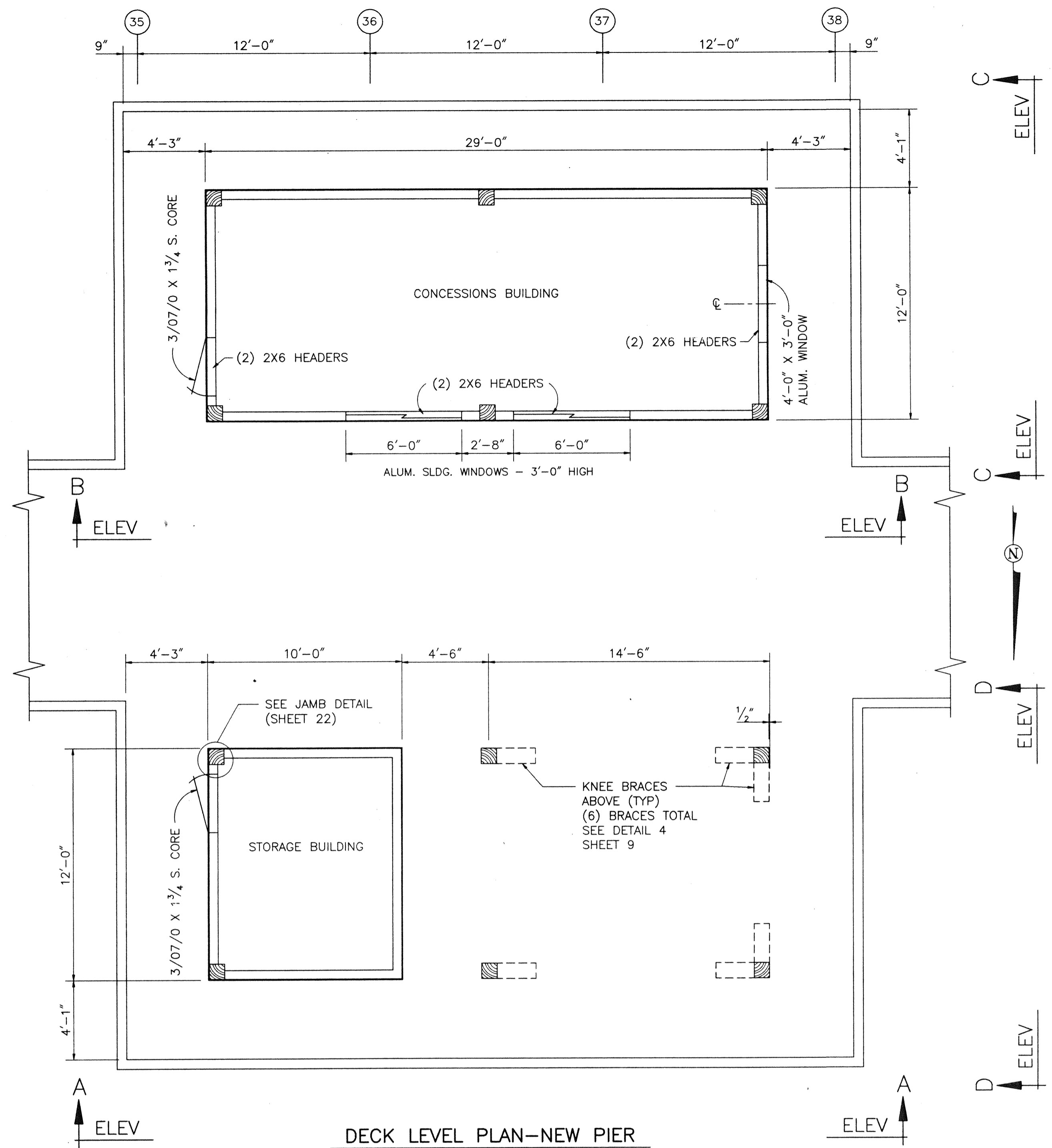
PLAN
SCALE: 1"=1'-0"

COLUMN ANCHORAGE/PEDESTAL DETAIL



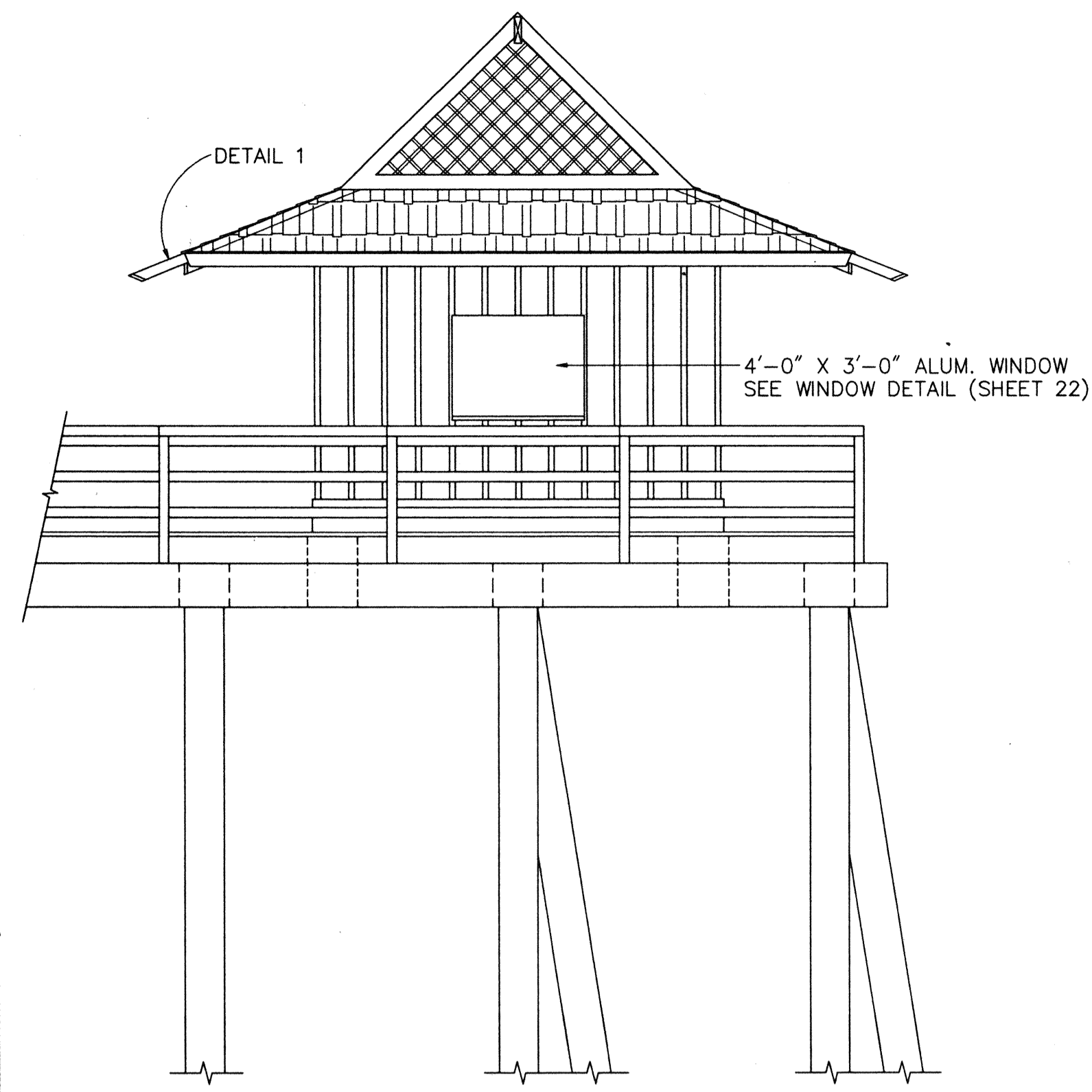
ELEVATION
SCALE: 1"=1'-0"

NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-SECTIONS AND DETAILS				
BASE BID-CONCRETE SUBSTRUCTURE OPTION				
SCI		SUBOCEANIC CONSULTANTS INC.		
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS		NAPLES FLORIDA		
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	7
DWG. NO.	SCALE: AS INDICATED			
9322-27A				

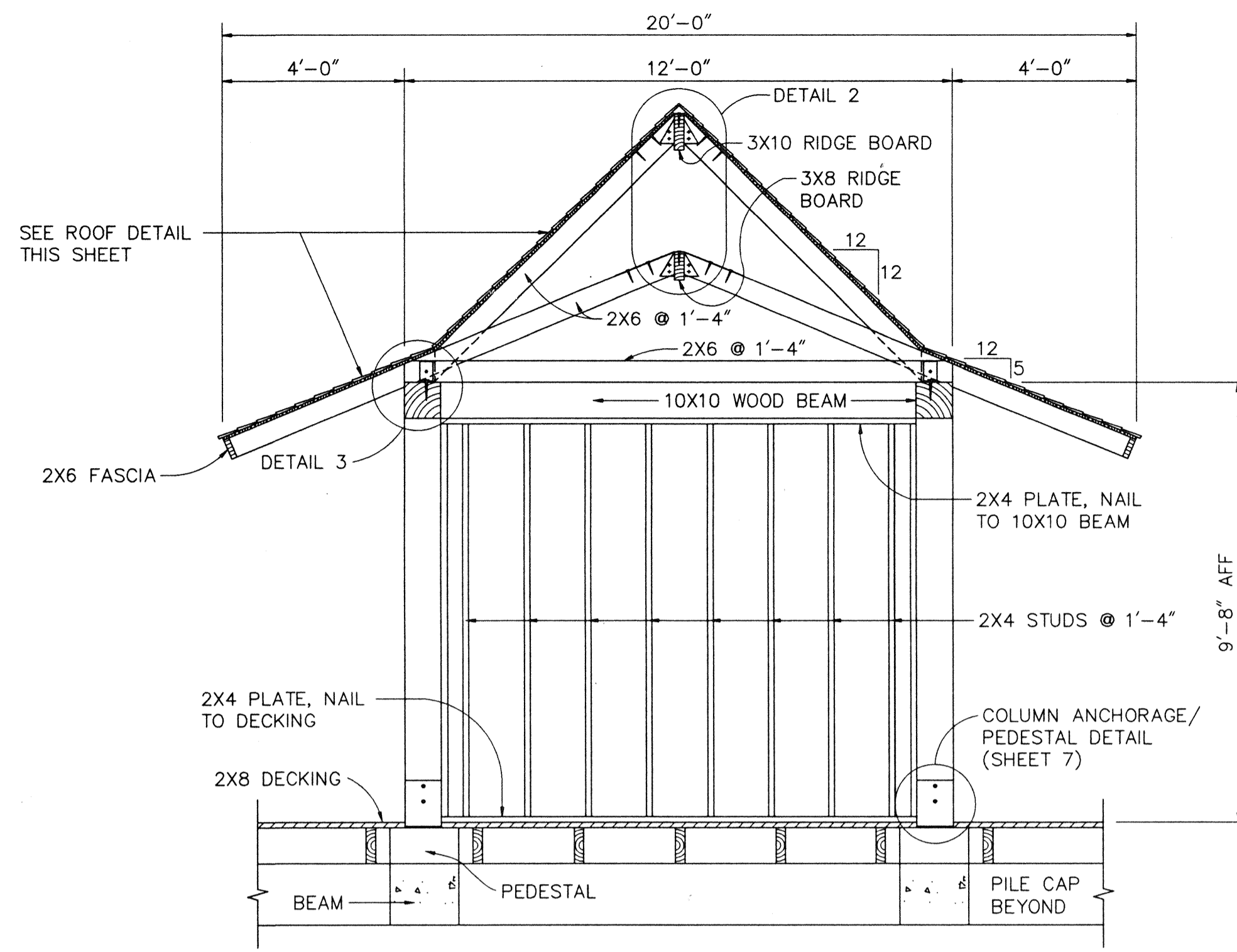


- NOTES:
- FOR ELEVATIONS C-C AND D-D SEE SHEET 9.
 - FOR TYPICAL WALL SECTION SEE SHEET 22.

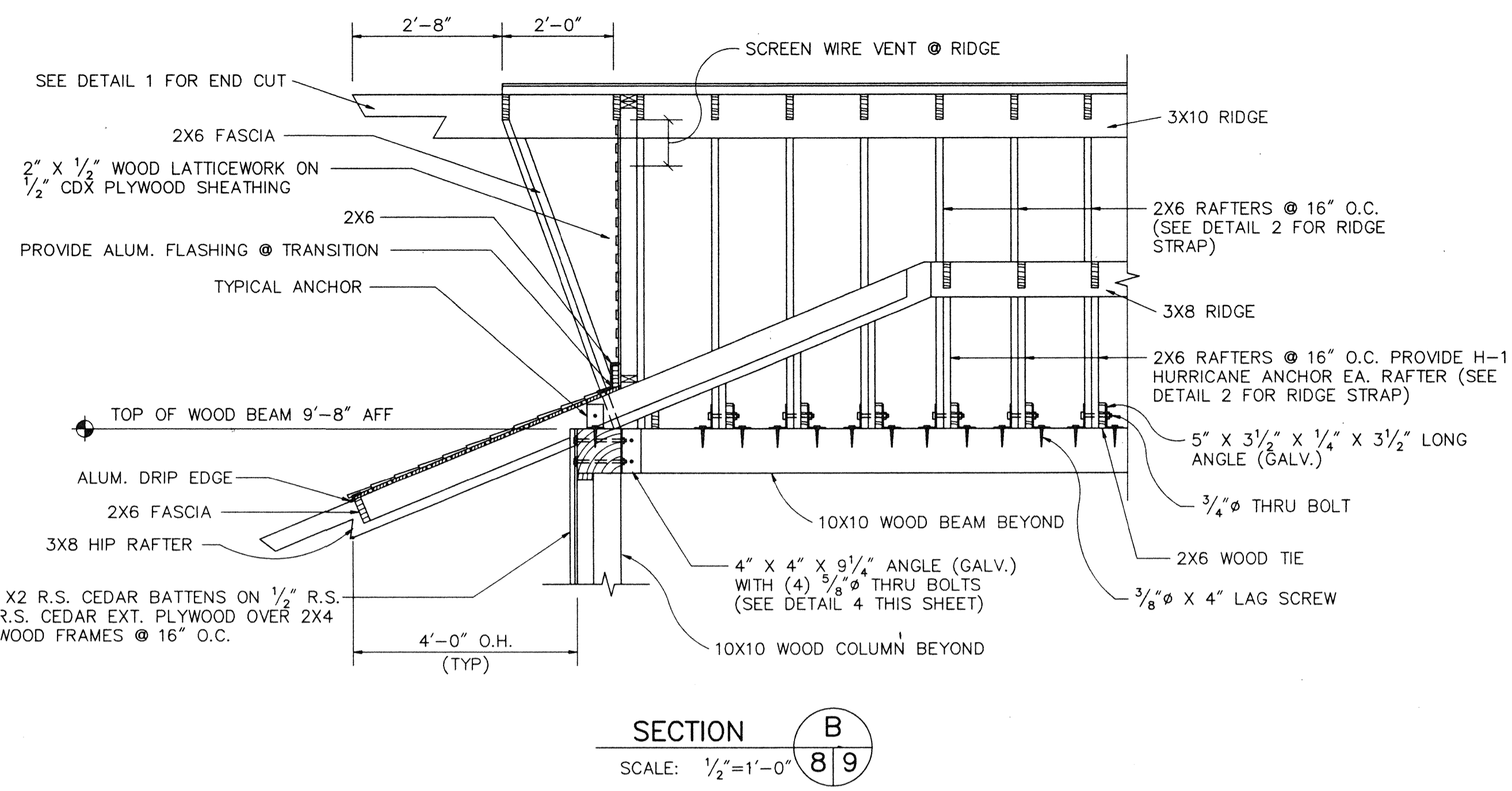
NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-FRAMING PLANS AND ELEVATIONS				
BASE BID				
SCI		SUBOCEANIC CONSULTANTS INC.		
		CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS		
		NAPLES FLORIDA		
PROJECT	CHK.	DATE	OWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	8
DWG NO.	SCALE: AS INDICATED			
9322-37A				



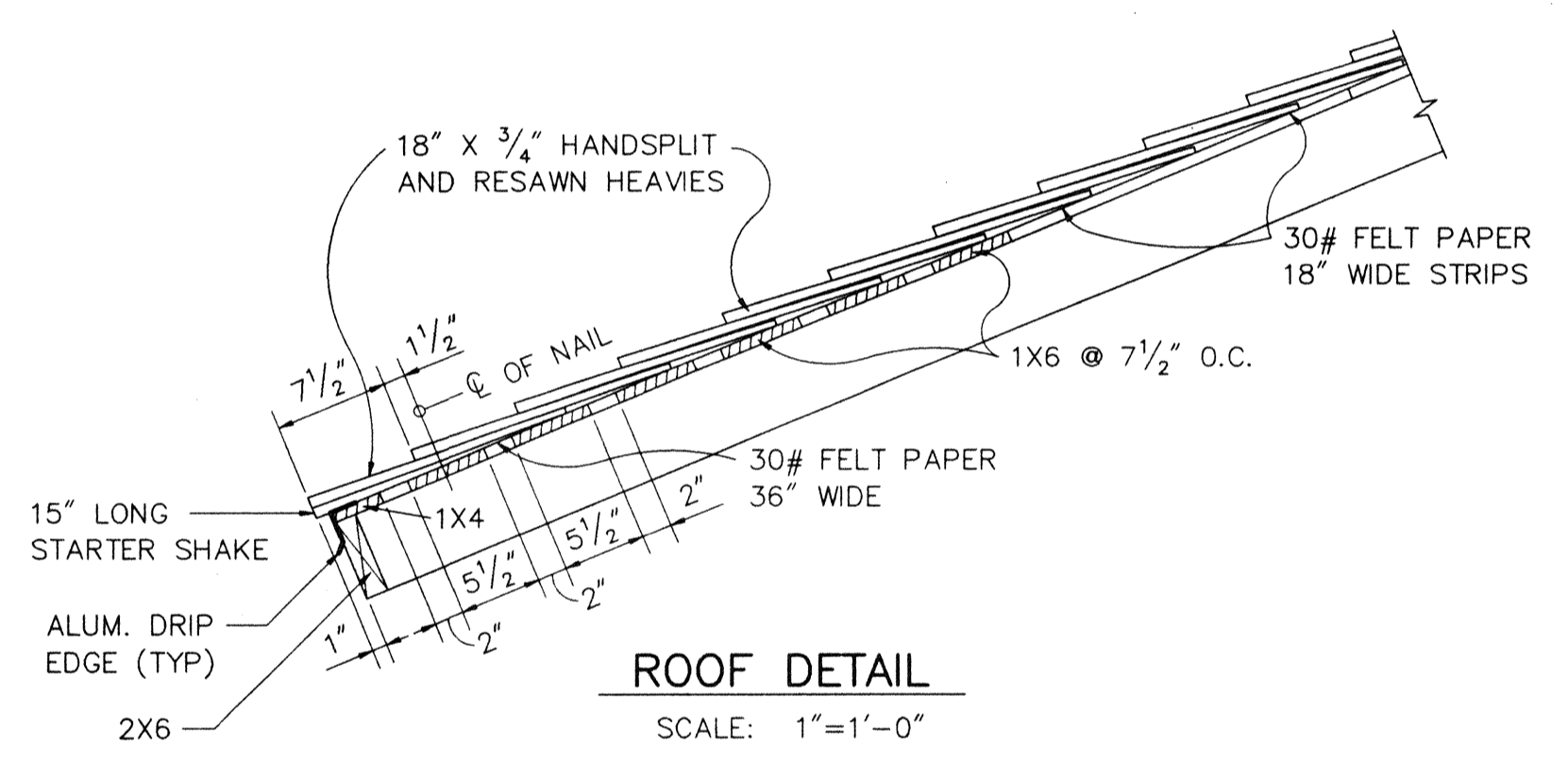
ELEVATION C-C
SCALE: 1/4"=1'-0"



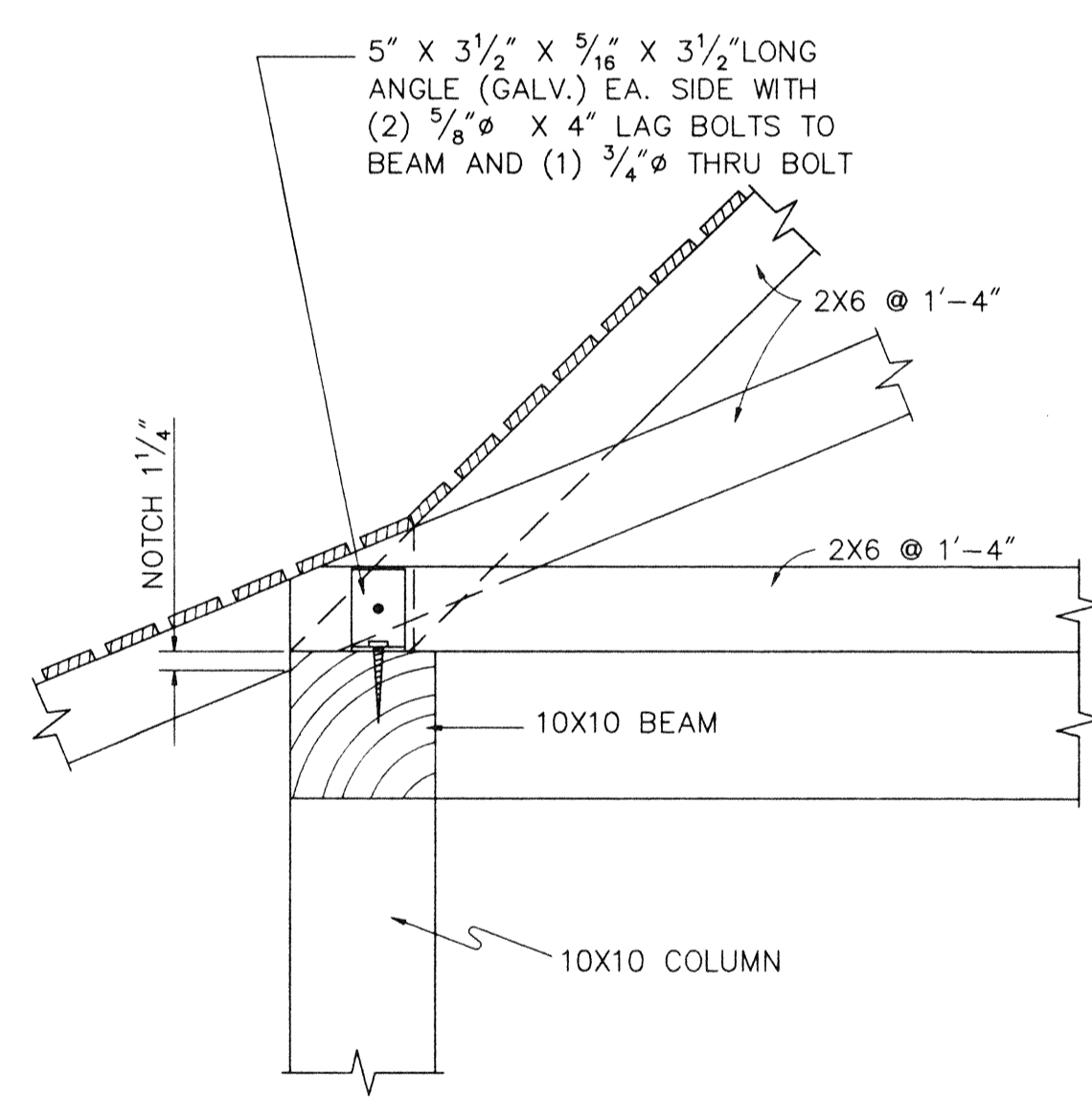
SECTION A
SCALE: 3/8"=1'-0"



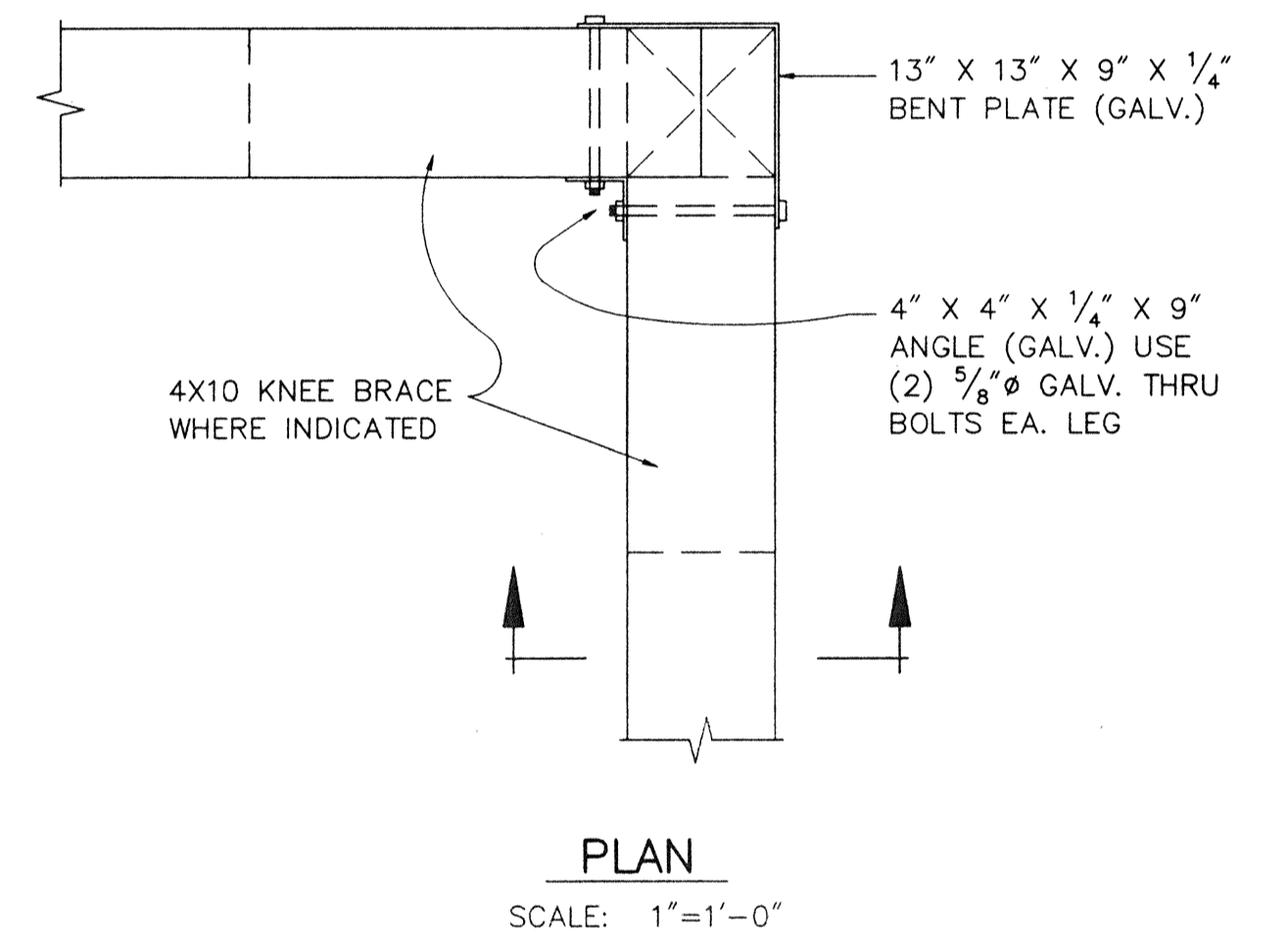
SECTION B
SCALE: 1/2"=1'-0"



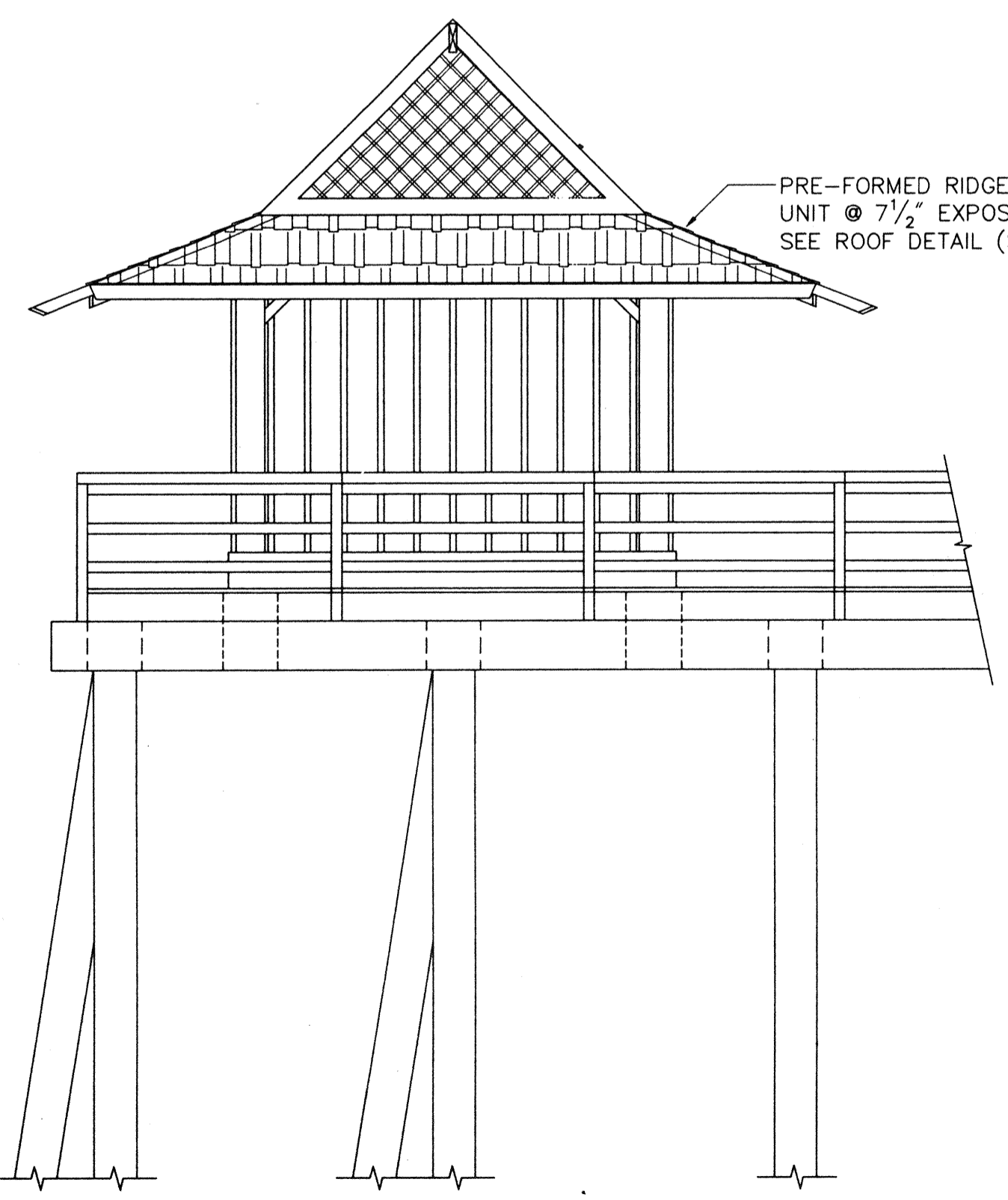
ROOF DETAIL
SCALE: 1"=1'-0"



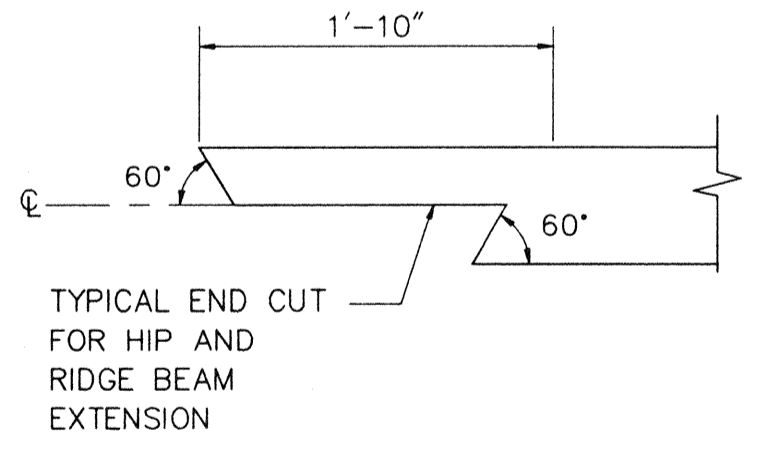
DETAIL 3
SCALE: 1"=1'-0"



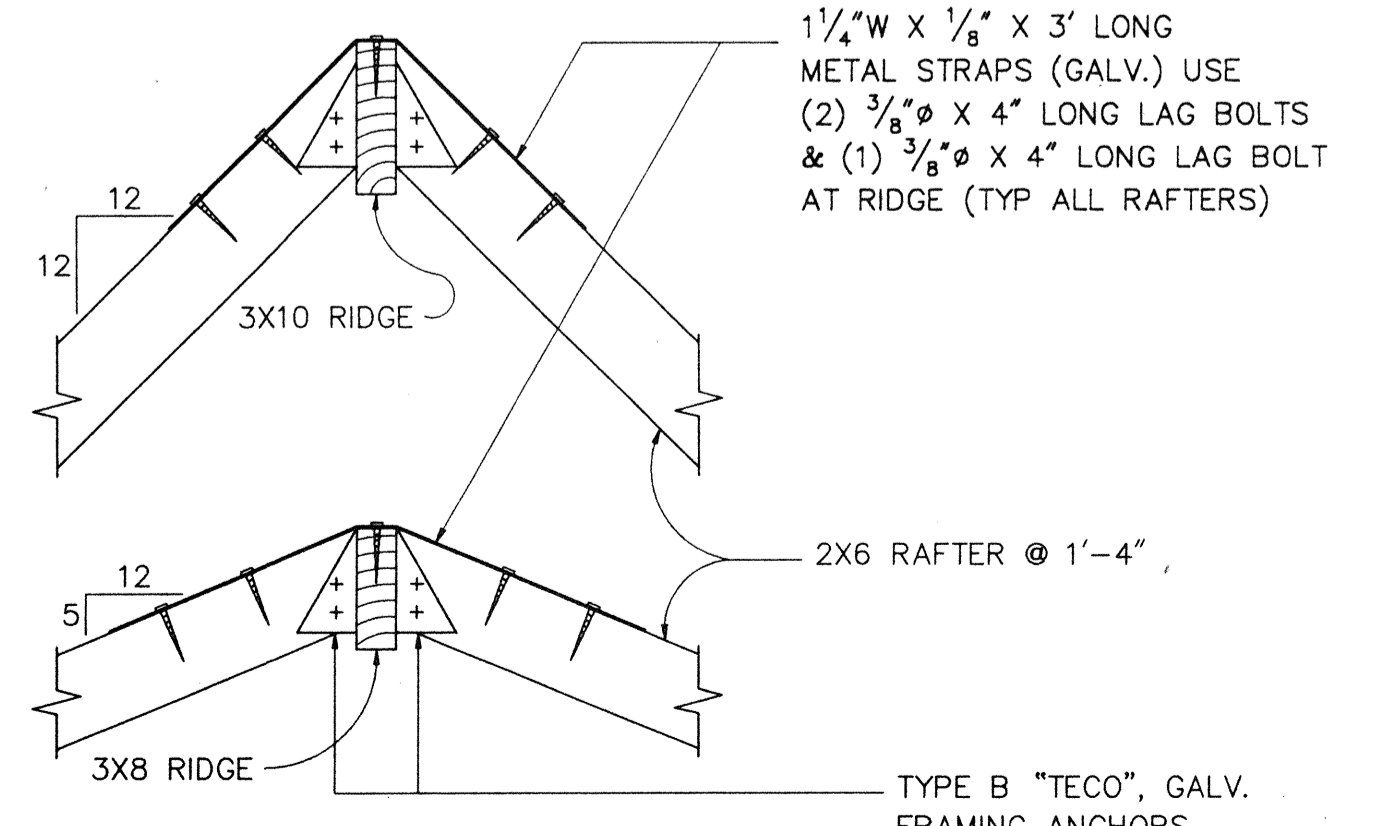
PLAN
SCALE: 1"=1'-0"



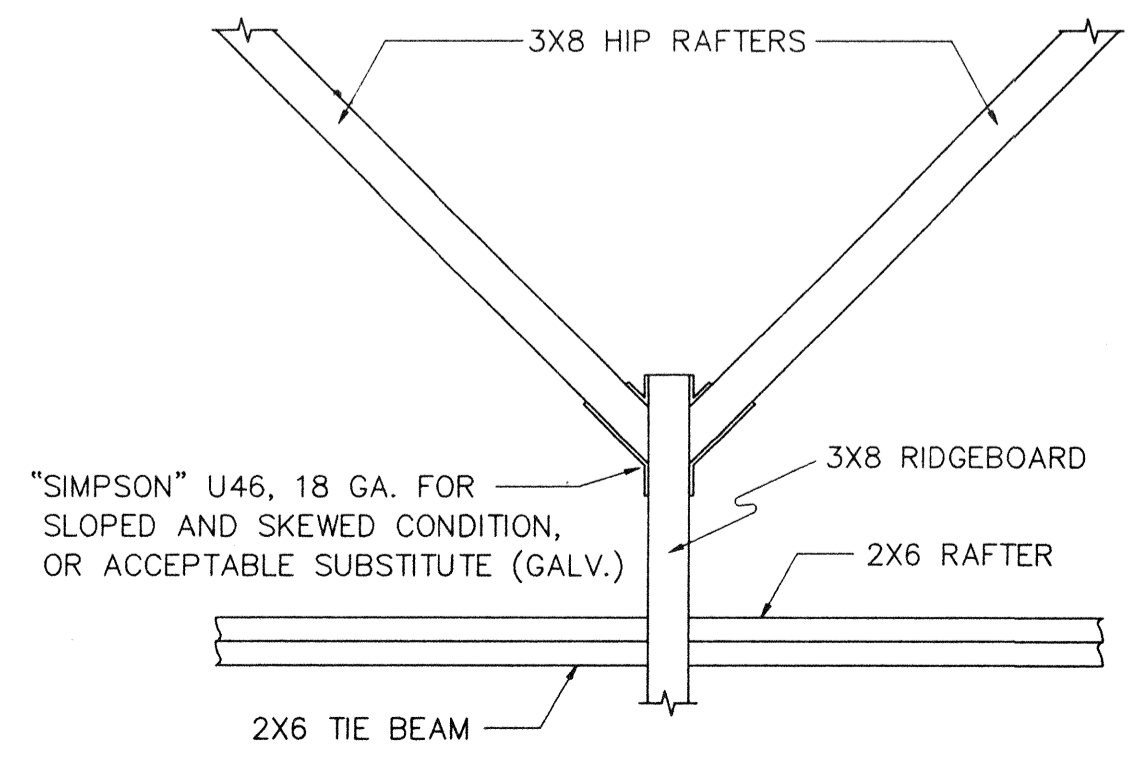
ELEVATION D-D
SCALE: 1/4"=1'-0"



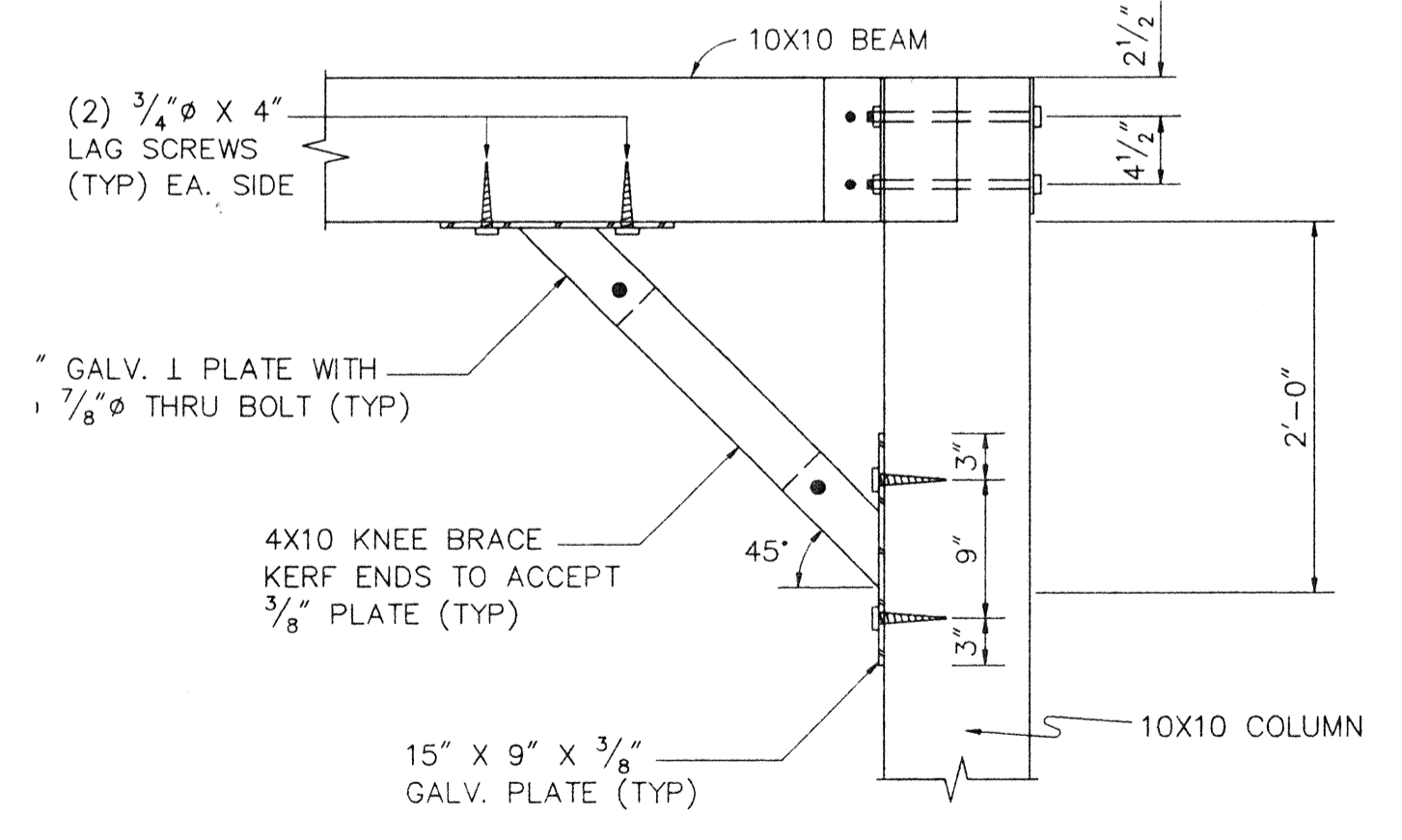
DETAIL 1
SCALE: 1"=1'-0"



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



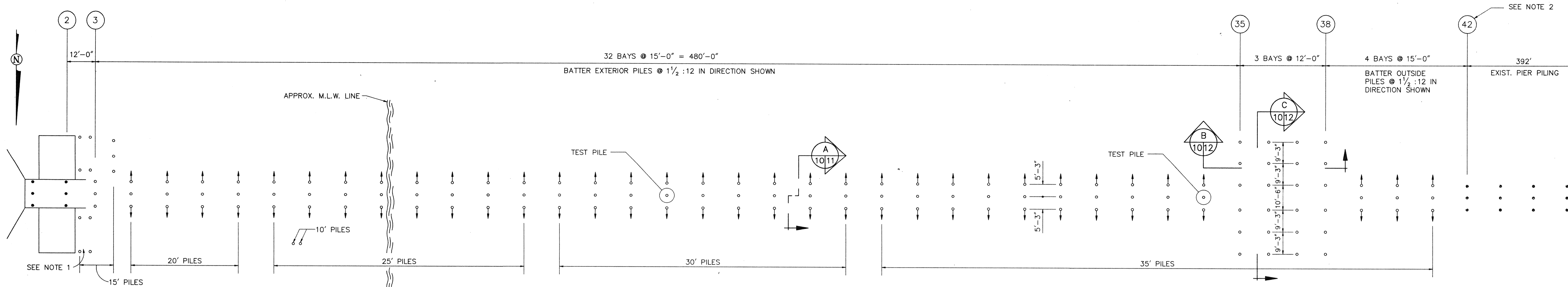
HIP RAFTER CONNECTION DETAIL
SCALE: 1"=1'-0"



SECTION
SCALE: 1"=1'-0"

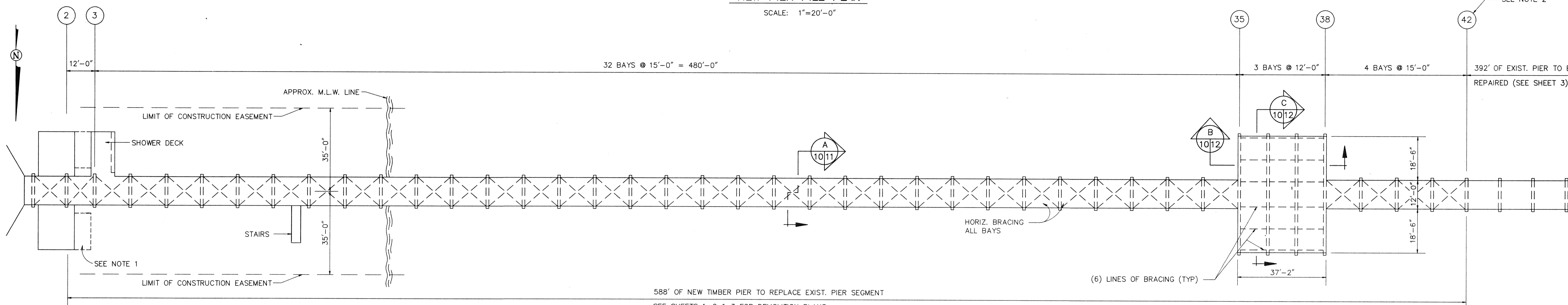
DETAIL 4

NAPLES PIER RESTORATION PROJECT NEW CONSTRUCTION-ELEVATIONS, SECTIONS AND DETAILS BASE BID					
SCI	SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA				SCI
PROJECT 9.3.22	CHK. R.A.C.	DATE 4/7/95	DWN G.F.D.	SHEET	
DWG. NO. 9322-38A		SCALE: AS INDICATED			9



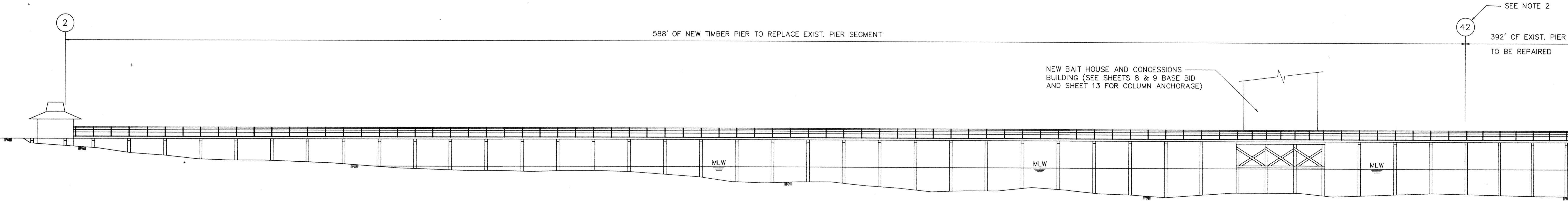
NEW PIER PILE PLAN

SCALE: 1"=20'-0"



NEW PIER DECK PLAN

SCALE: 1"=20'-0"



NEW PIER ELEVATION

SCALE: 1"=20'-0"

NOTES:

1. THE RESTROOM BUILDINGS ARE BEING ENLARGED WESTWARD UNDER A SEPARATE CONTRACT, EXCEPT THAT THE FOUNDATIONS ARE INCLUDED IN THIS CONTRACT (BASE BID). THE EXISTING ROOFS ON THE BUILDINGS WILL BE REPLACED. TO DRIVE PILES NEXT TO THE EXISTING BUILDINGS, THE ROOF OVERHANGS (WEST SIDE) WILL HAVE TO BE CUT OFF.
2. NEW 588' OF PIER CONSTRUCTION, WITH 15' SPANS HAS TWO LESS PILE BENTS THAN THE EXISTING PIER. THEREFORE BENT NO. 44 ON THE EXISTING PIER CHANGES TO BENT NO. 42.
3. ALL PILES SEAWARD OF THE MEAN HIGH WATER LINE MUST BE WRAPPED WITH 0.60 MIL PVC SHEETING FROM ELEV. +4' DOWN TO 2' BELOW THE GROUNDLINE TO PREVENT PRESERVATIVE TREATMENT FROM LEACHING INTO THE WATER AND SEDIMENTS.
4. SOME PILE STUBS AND DEBRIS ARE ON THE BOTTOM SEAWARD OF THE SHORELINE WHICH MIGHT INTERFERE WITH INSTALLATION OF THE CENTER (VERTICAL) PILE. THE CONTRACTOR SHALL REMOVE ANY SUCH PILE STUBS OR DEBRIS.

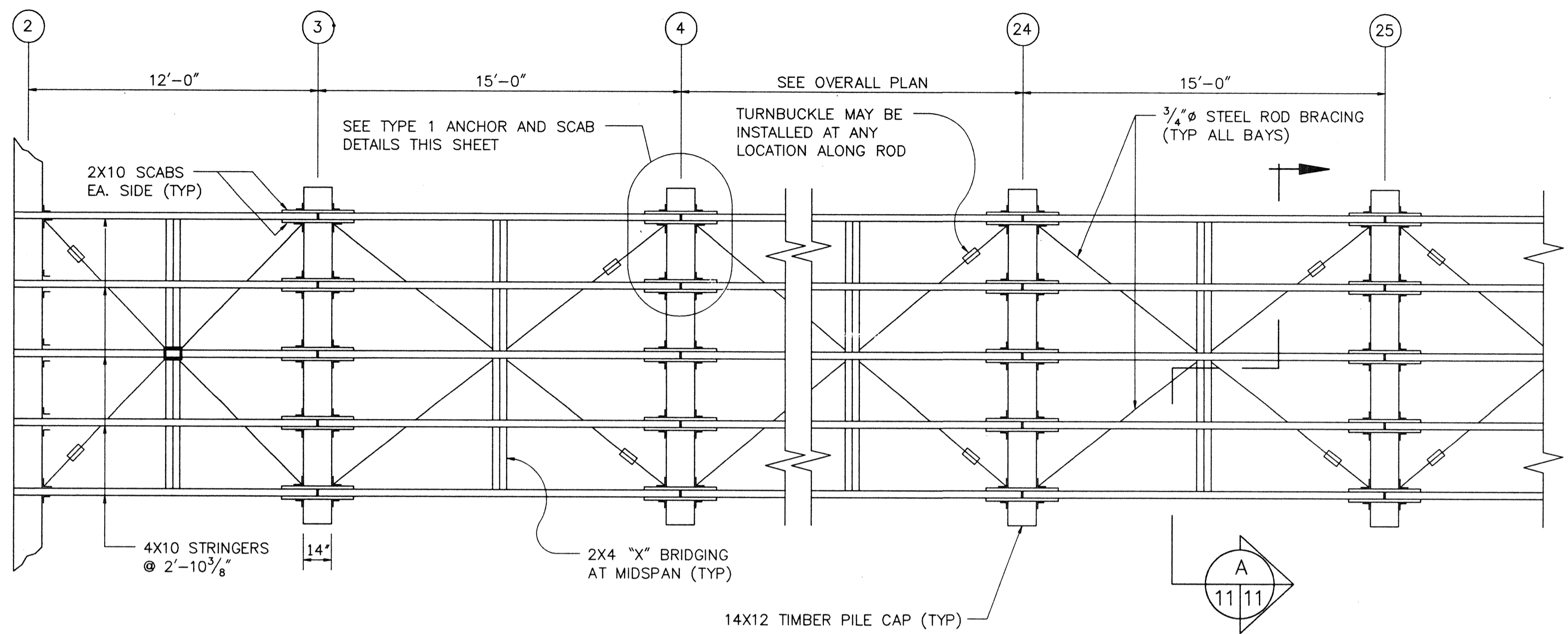
LEGEND:

- NEW TIMBER PILE (14"Ø BUTT)
- ◊ BATTER PILE
- EXIST. TIMBER PILE (TO REMAIN)

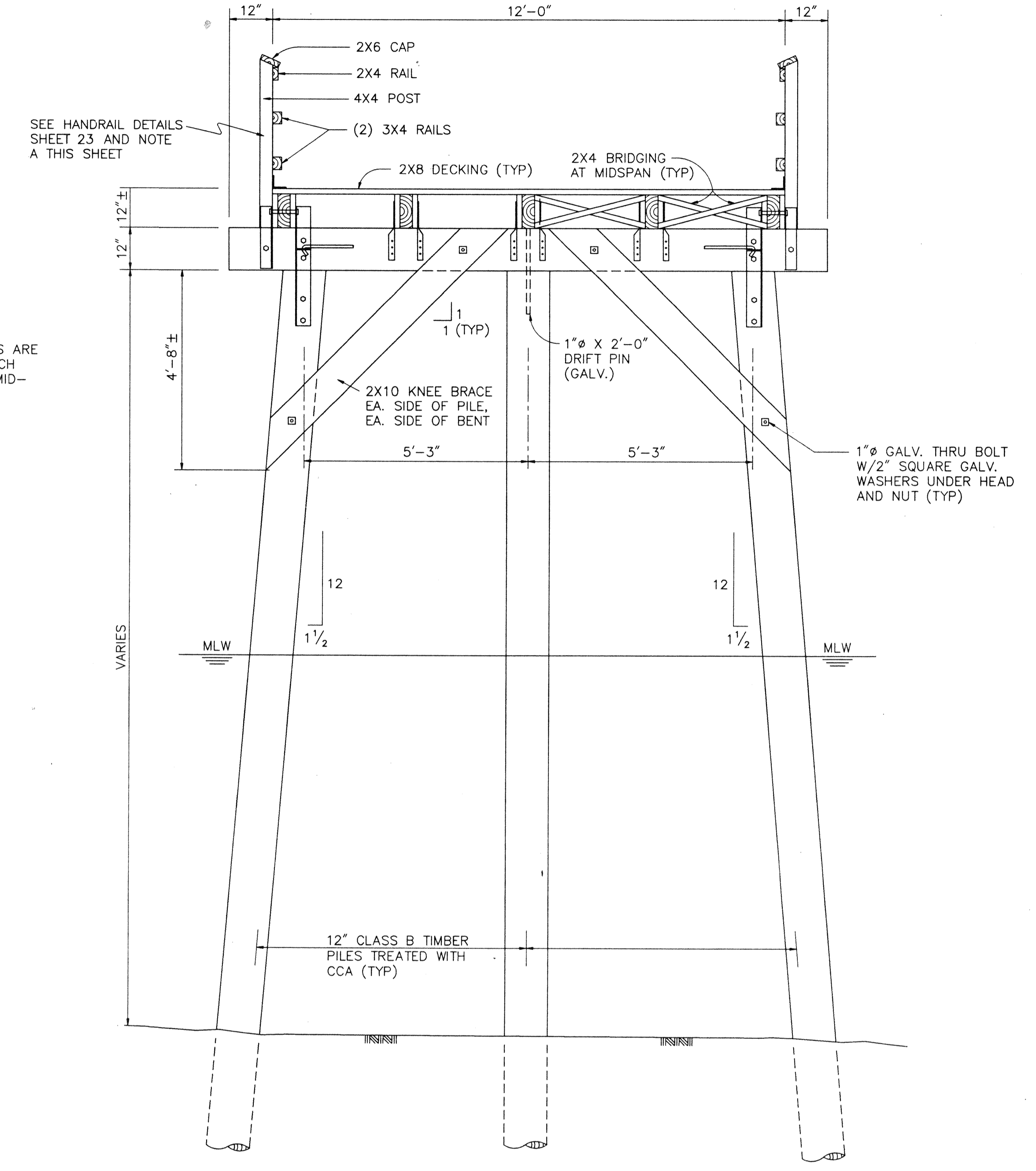
NAPLES PIER RESTORATION PROJECT
NEW CONSTRUCTION-GENERAL PLANS AND ELEVATION
BASE BID-TIMBER SUBSTRUCTURE OPTION

SCI SUBOCEANIC CONSULTANTS INC. SCI
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS
NAPLES FLORIDA

PROJECT 93.22	CHK. R.A.C.	DATE 4/7/95	DWN G.F.D.	SHEET 10
DWG NO. 9322-28A		SCALE: AS INDICATED		

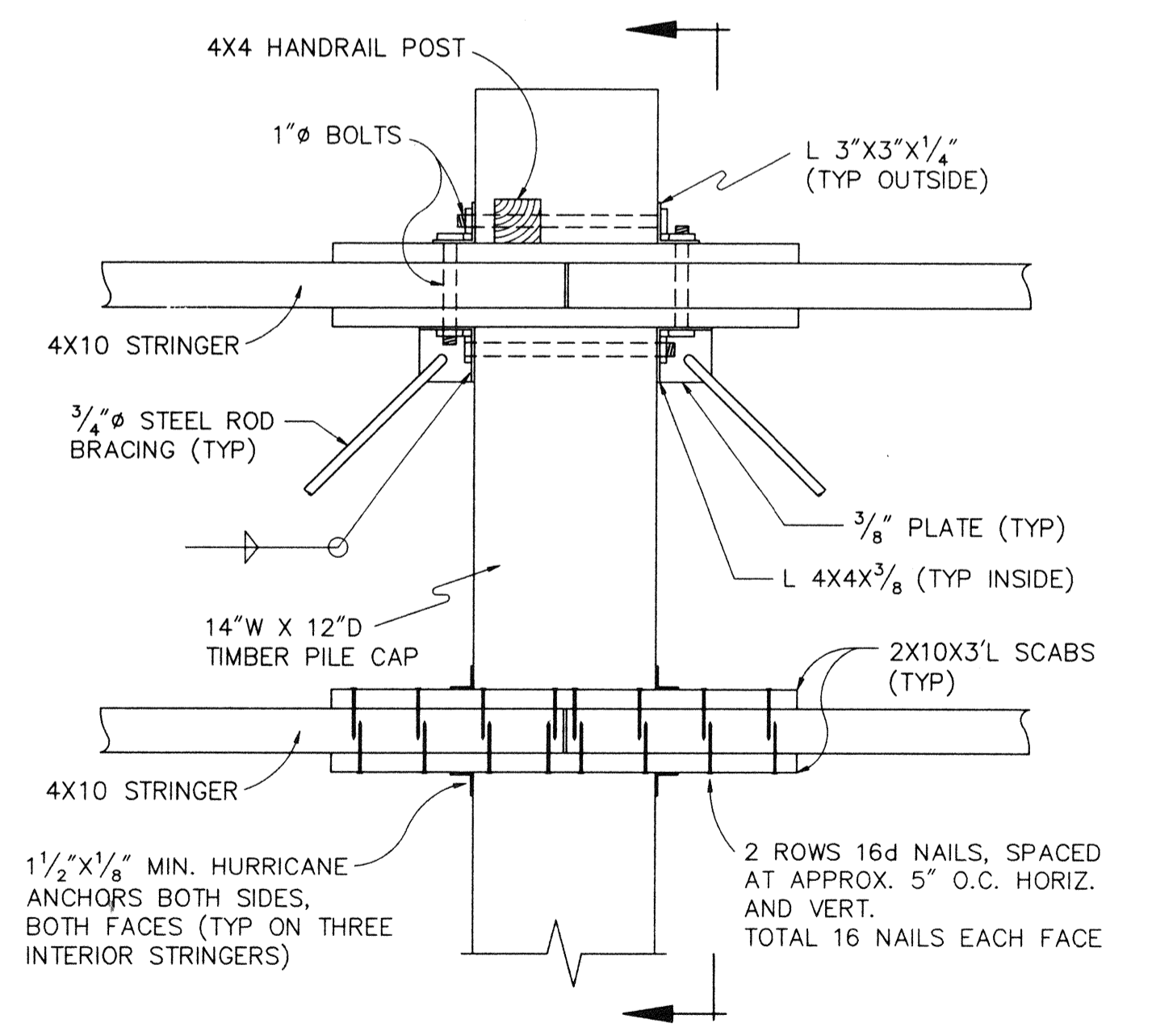


PARTIAL FRAMING PLAN-NEW PIER
 SCALE: 1/4"=1'-0"
 TYPICAL FOR BENTS 3-34 AND 39-42 IN BASE BID,
 AND BENTS 42-66 IN BID ALTERNATE NO.1

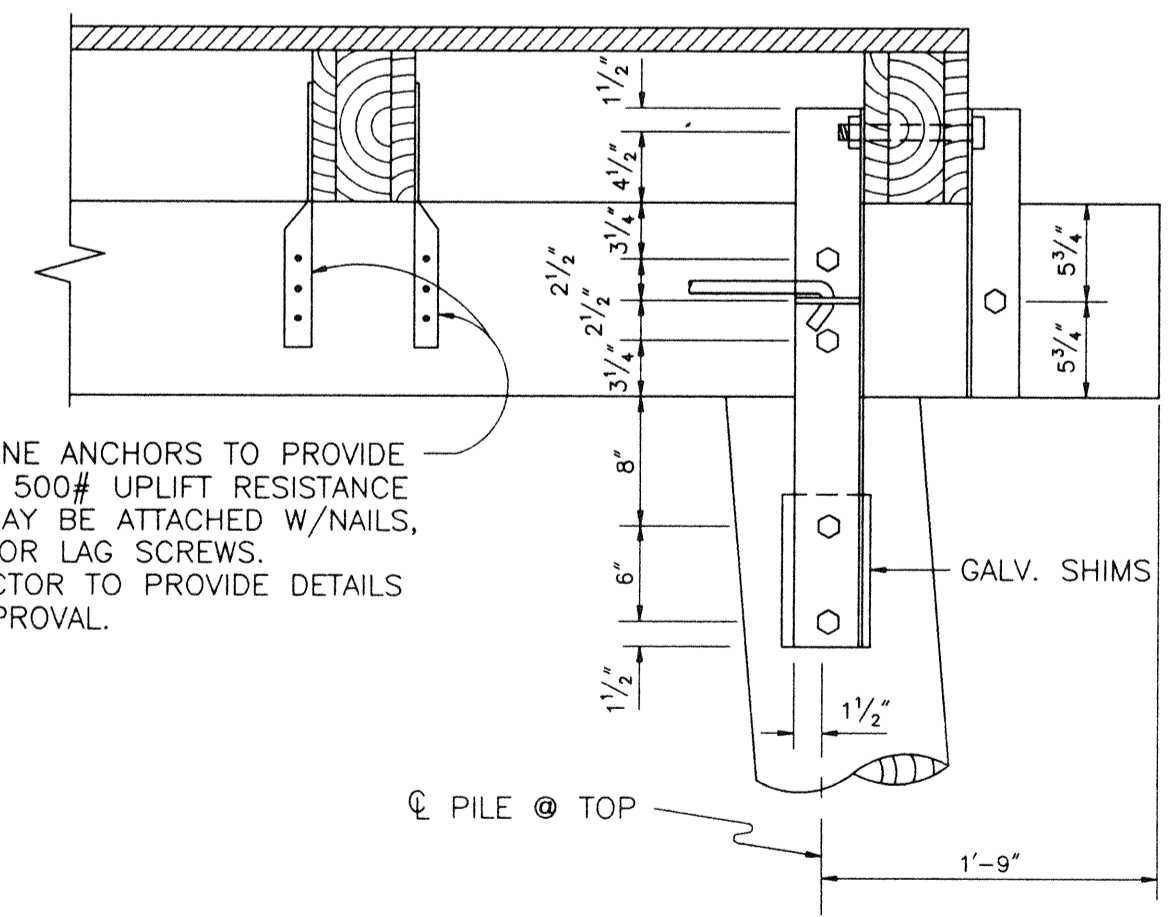


NOTE A:
 HANDRAIL POSTS ARE
 LOCATED AT EACH
 PILE CAP AND MID-
 WAY BETWEEN.

SECTION A
 SCALE: 1/2"=1'-0"
 11/11
 10



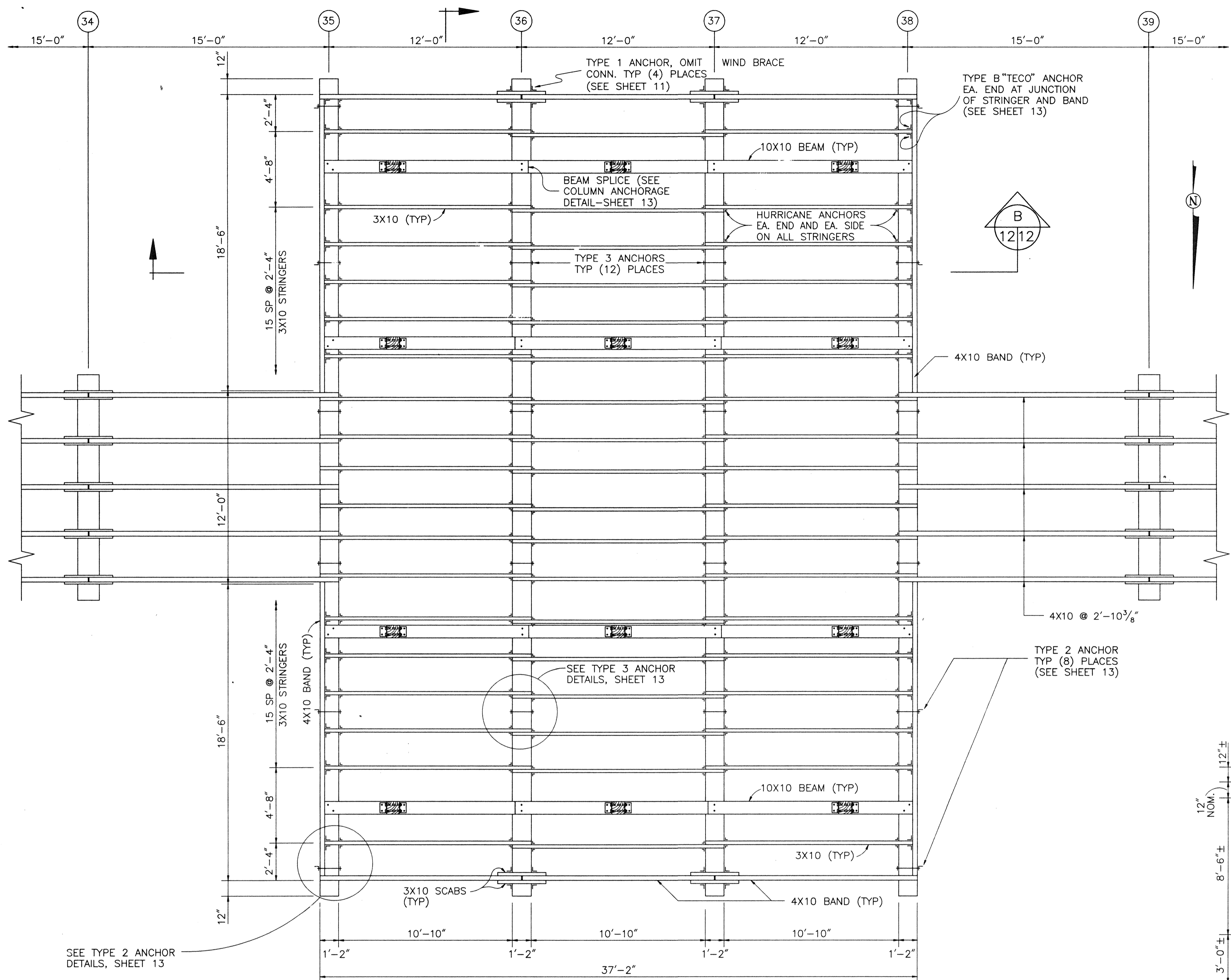
PLAN
 SCALE: 1"=1'-0"



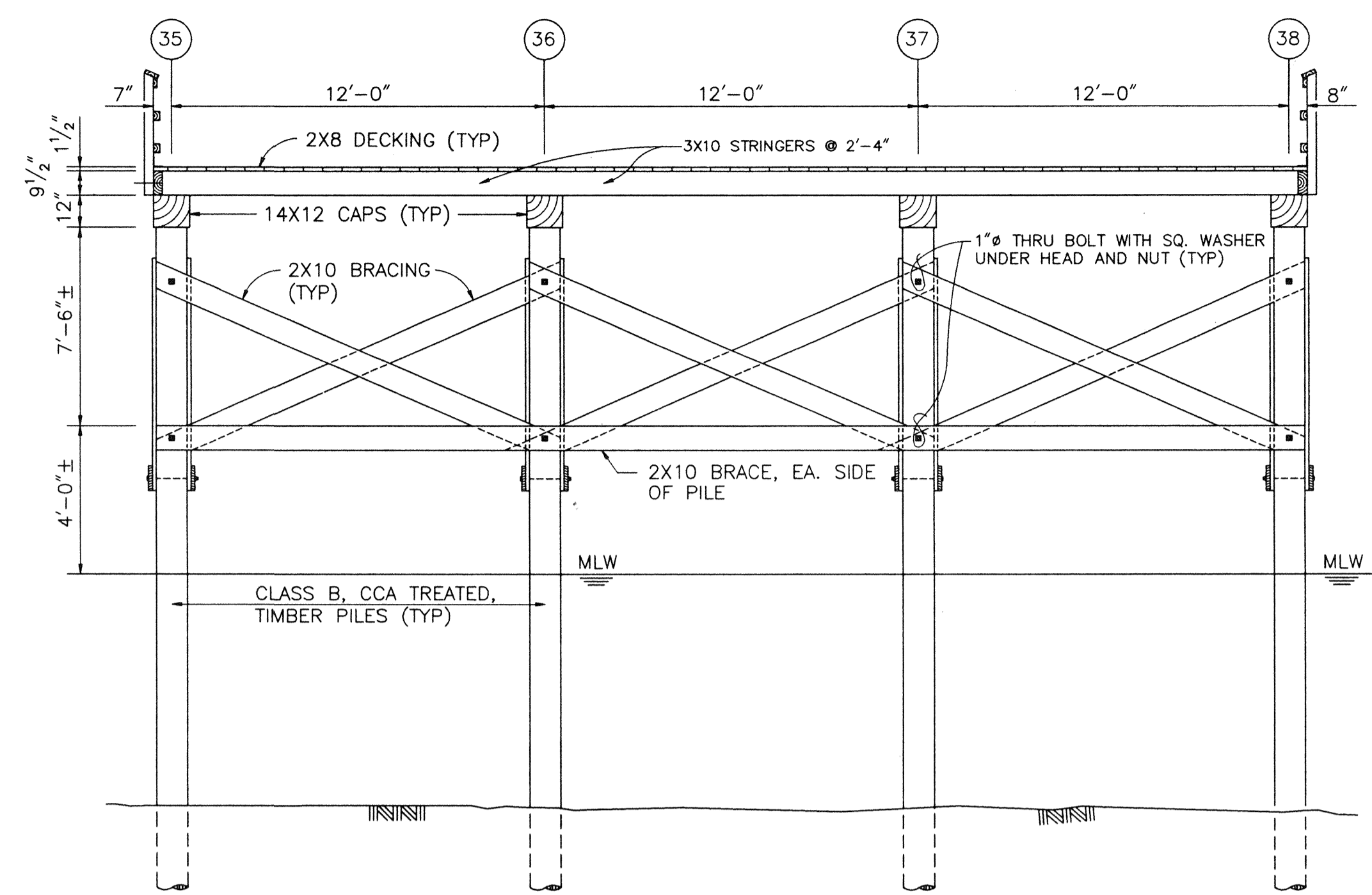
SECTION
 SCALE: 1"=1'-0"

TYPE 1 ANCHOR AND SCAB DETAILS

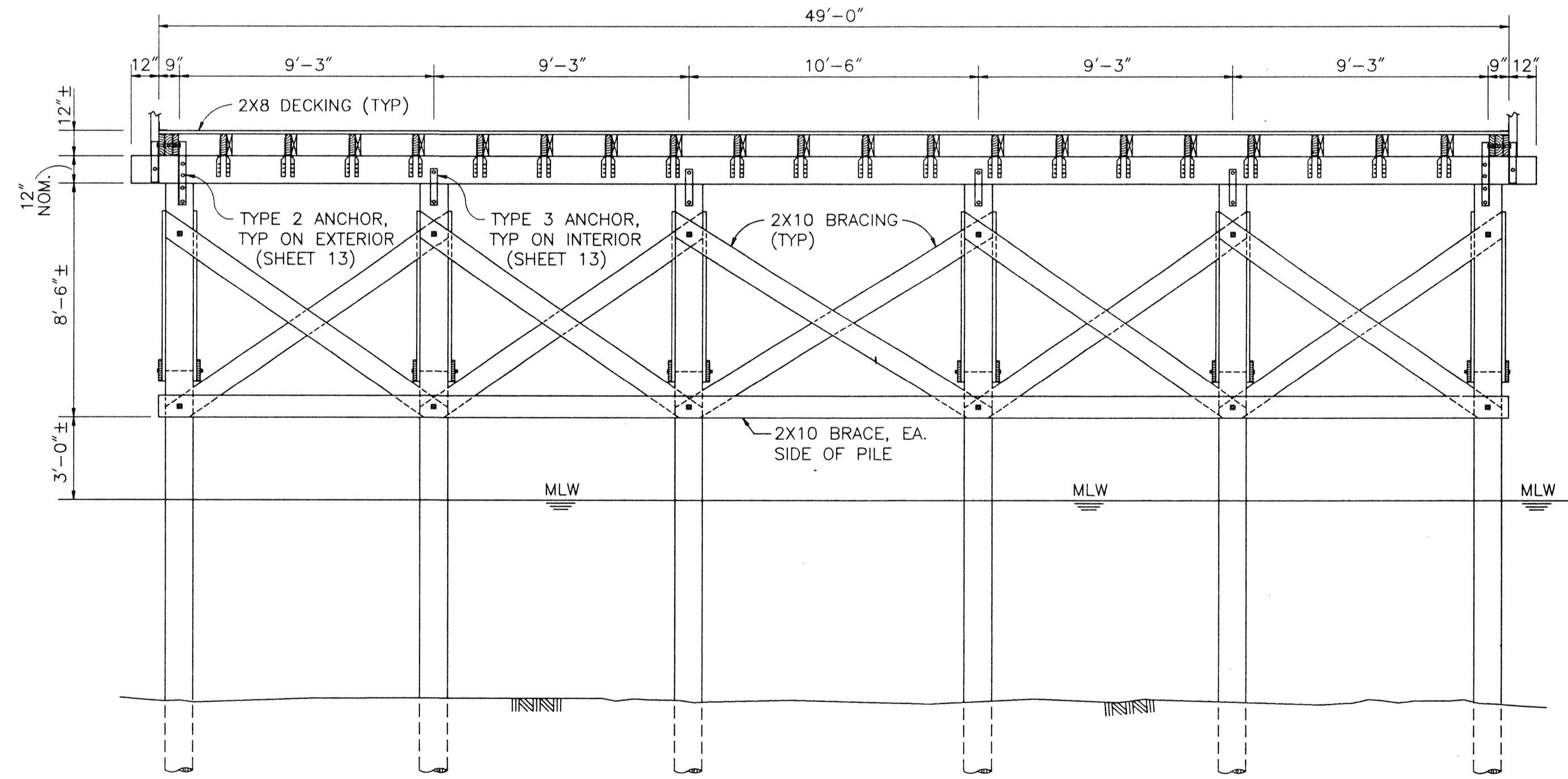
NAPLES PIER RESTORATION PROJECT					
NEW CONSTRUCTION-FRAMING PLANS, SECTIONS AND DETAILS					
BASE BID-TIMBER SUBSTRUCTURE OPTION					
SCI		SUBOCEANIC CONSULTANTS INC.		SCI	
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS					
NAPLES FLORIDA					
PROJECT	CHK.	DATE	DWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.		
DWG NO.		SCALE: AS INDICATED			11
9322-29A					



PARTIAL FRAMING PLAN-NEW PIER
 SCALE: 1/4"=1'-0"
 TYPICAL FOR BENTS 35-38

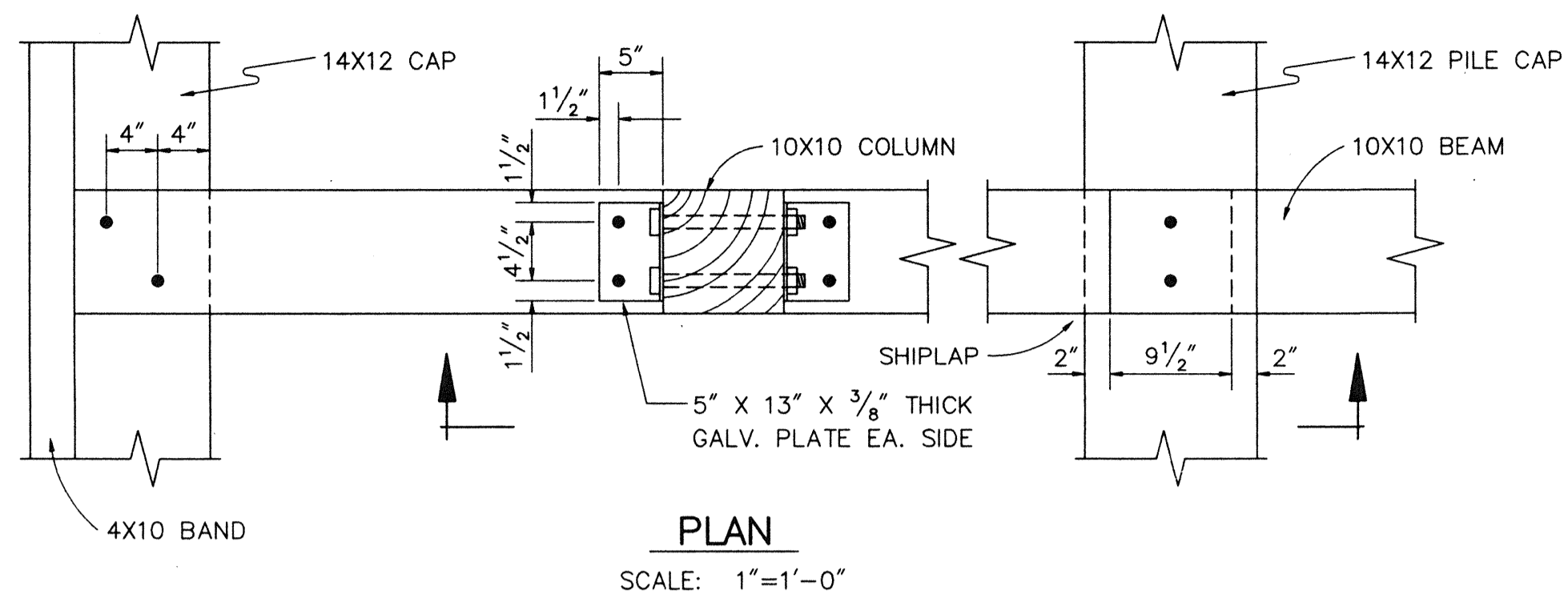


SECTION B
 SCALE: 1/4"=1'-0"
 10

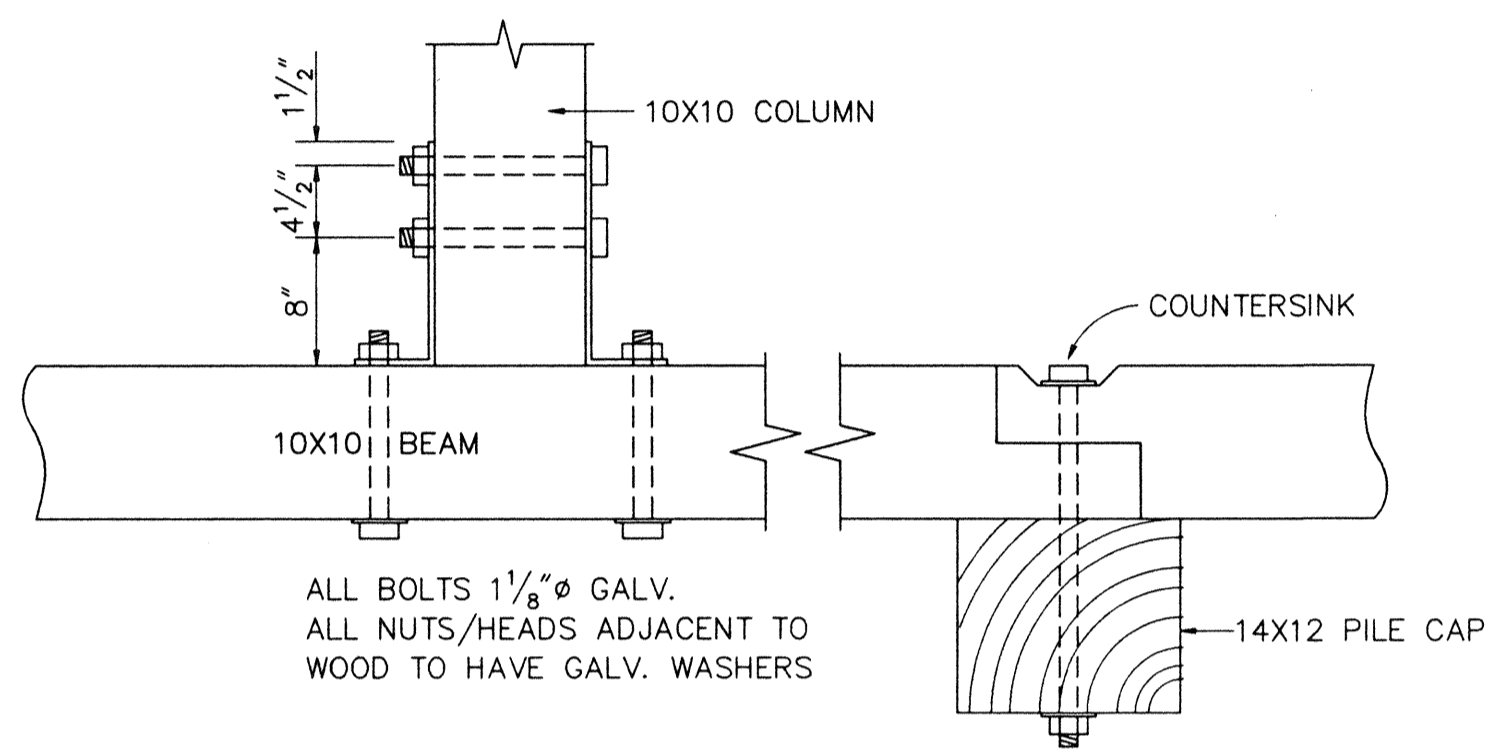


SECTION C
 SCALE: 1/4"=1'-0"
 10

NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-FRAMING PLANS AND SECTIONS				
BASE BID-TIMBER SUBSTRUCTURE OPTION				
SCI	SUBOCEANIC CONSULTANTS INC.			SCI
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS				
NAPLES FLORIDA				
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	
DWNG NO.	SCALE: AS INDICATED			12
9322-30A				

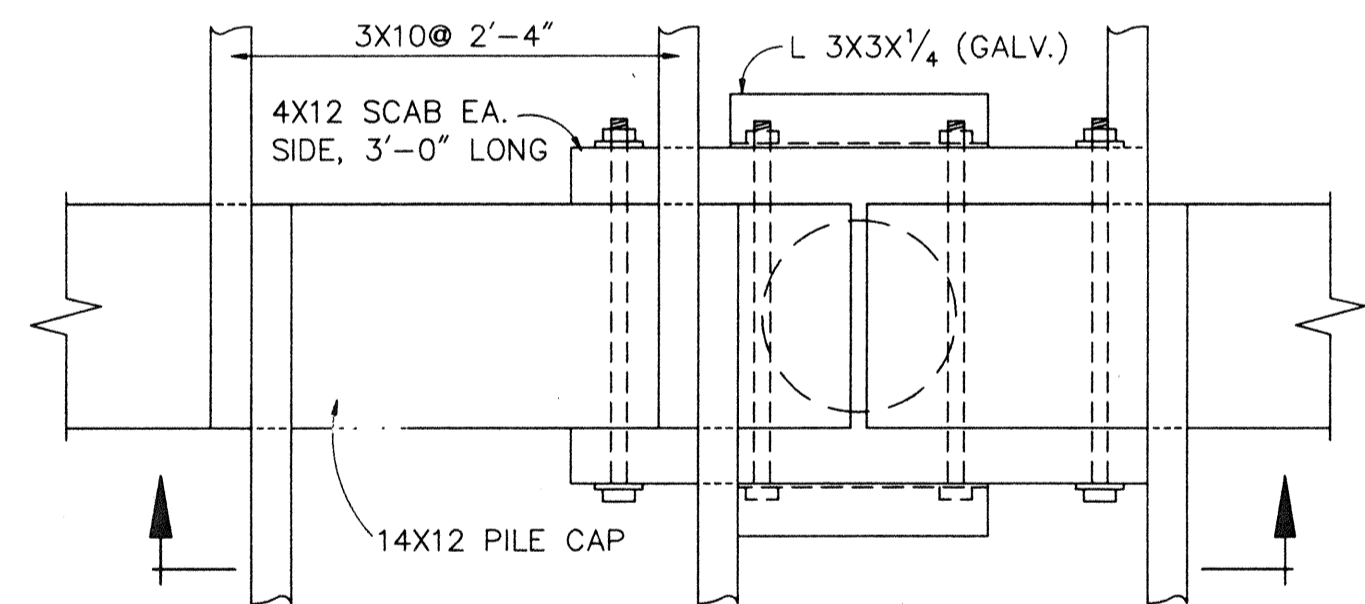


PLAN
SCALE: 1"=1'-0"

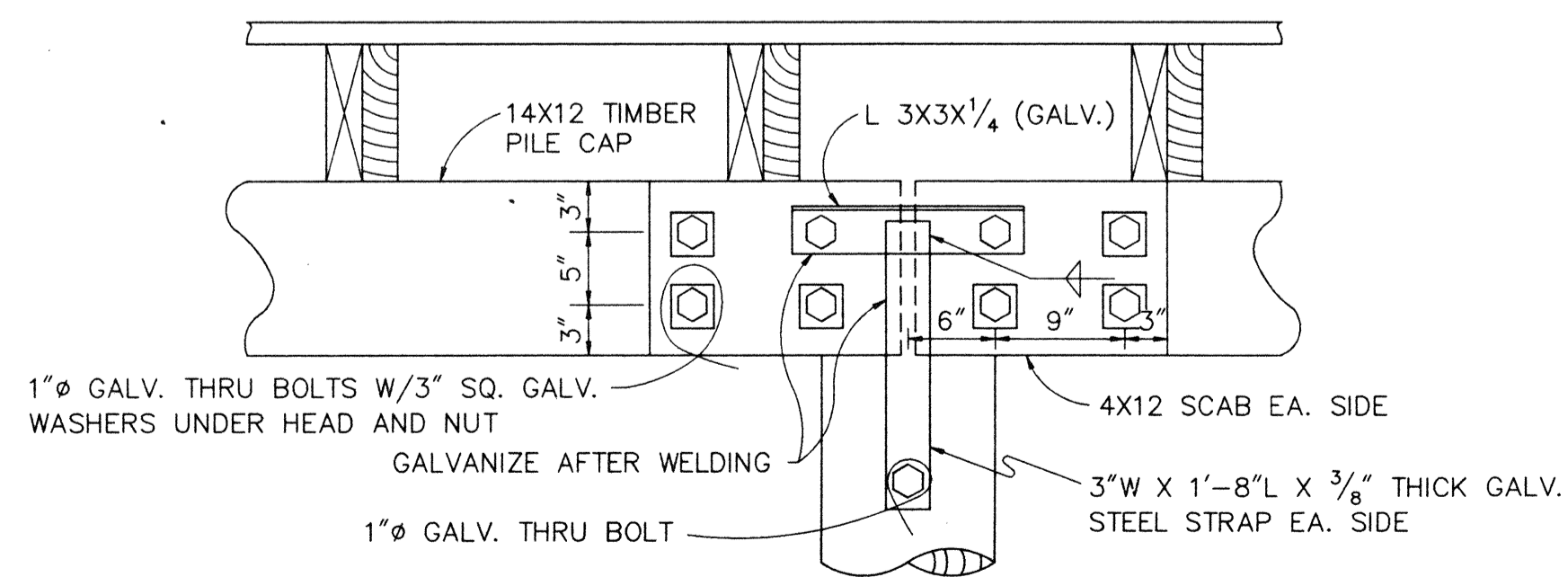


SECTION
SCALE: 1"=1'-0"

COLUMN ANCHORAGE DETAIL

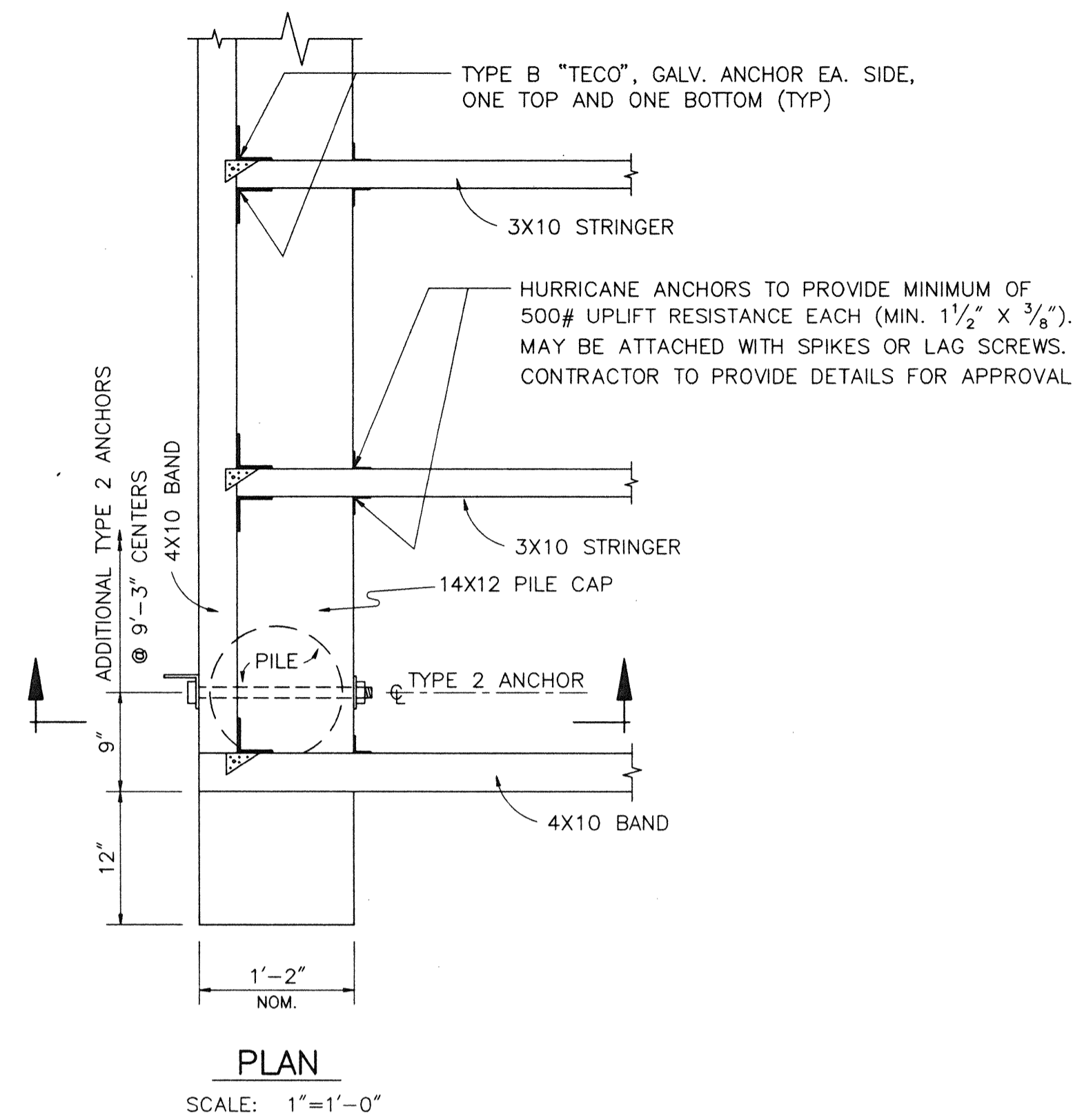


PLAN
SCALE: 1"=1'-0"

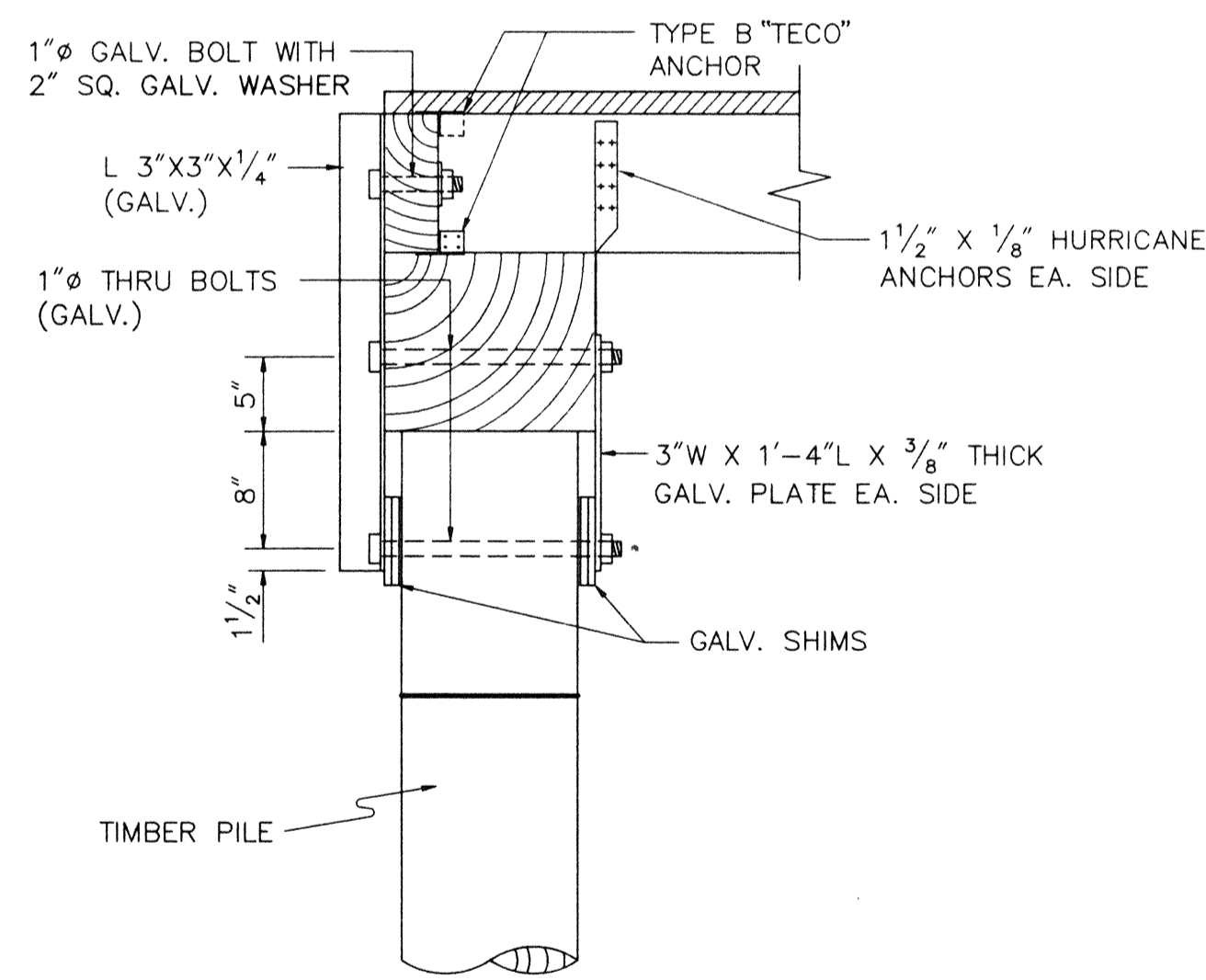


SECTION
SCALE: 1"=1'-0"

PILE CAP SPLICE DETAILS

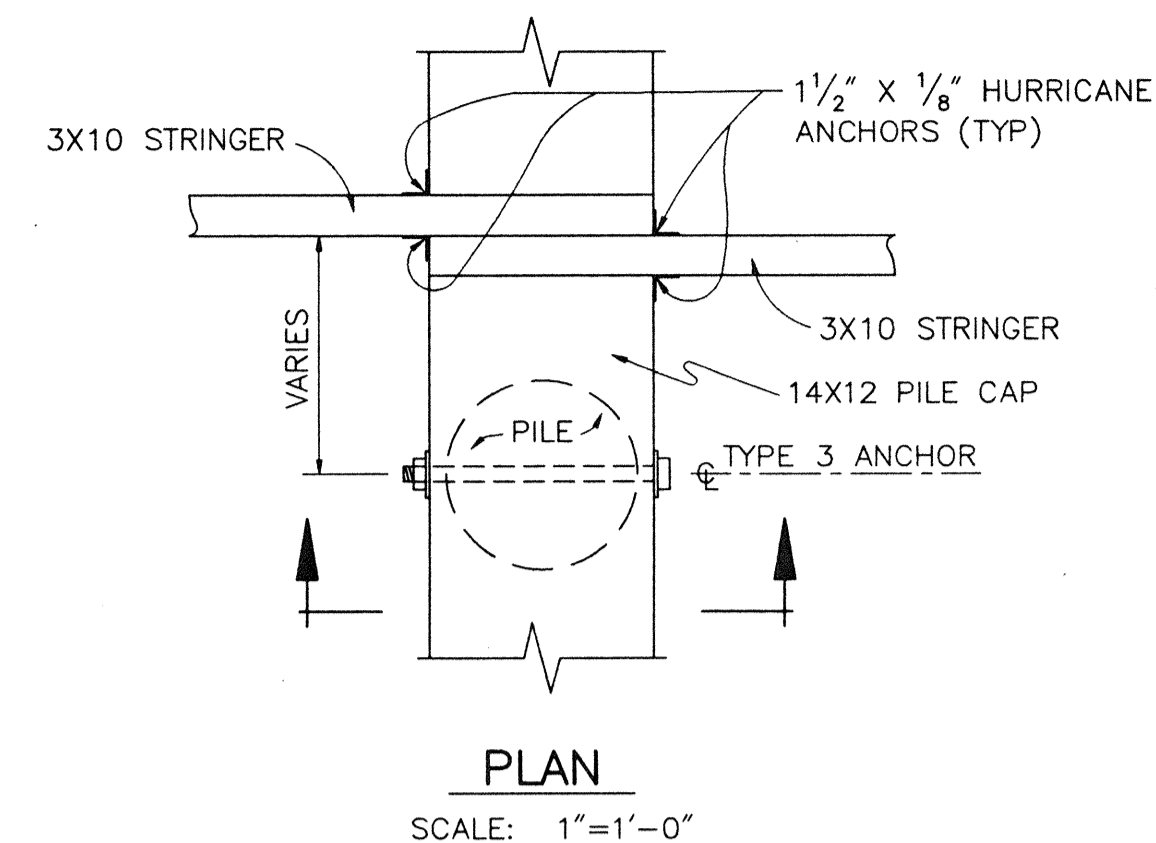


PLAN
SCALE: 1"=1'-0"

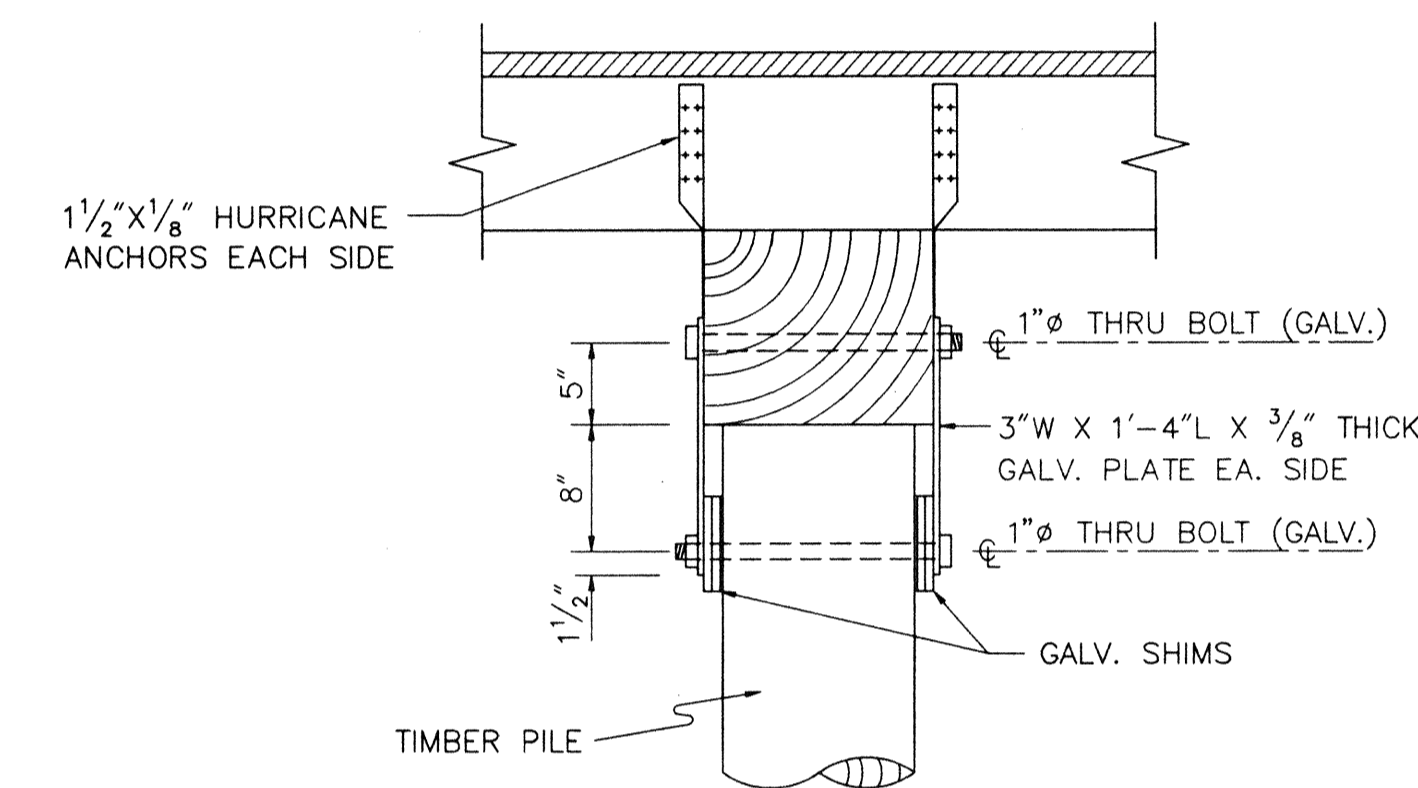


SECTION
SCALE: 1"=1'-0"

TYPE 2 ANCHOR DETAILS



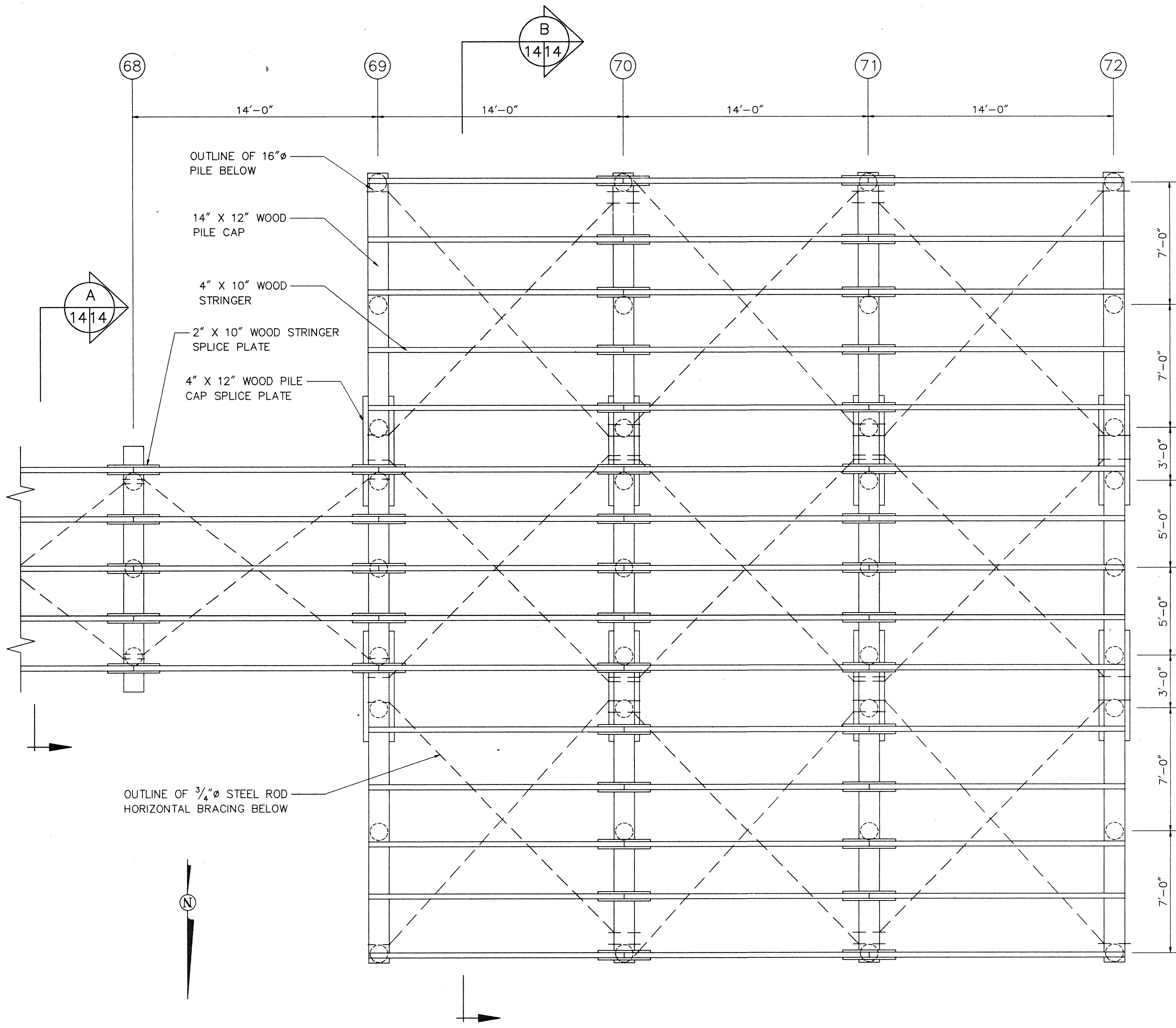
PLAN
SCALE: 1"=1'-0"



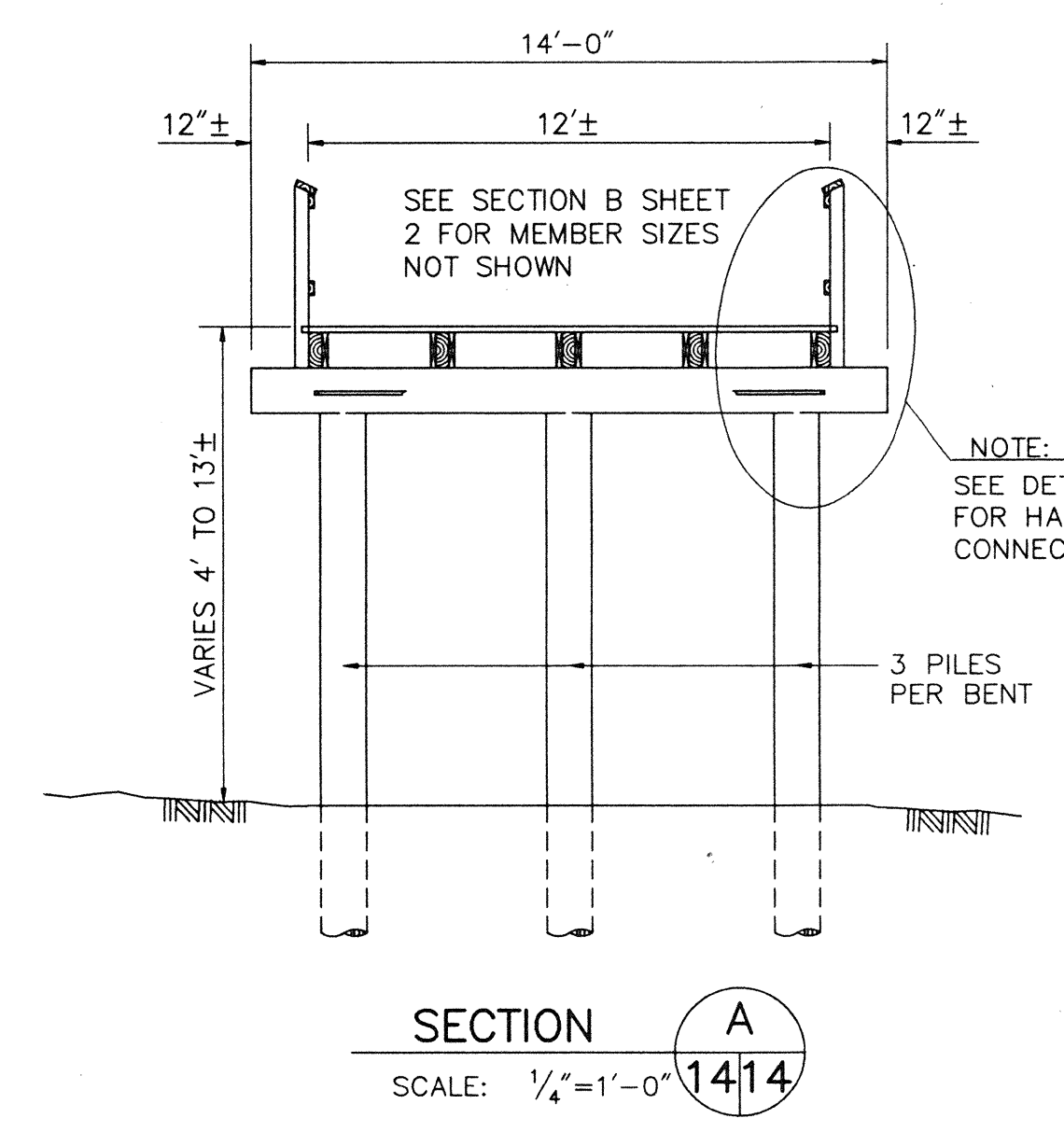
SECTION
SCALE: 1"=1'-0"

TYPE 3 ANCHOR DETAILS

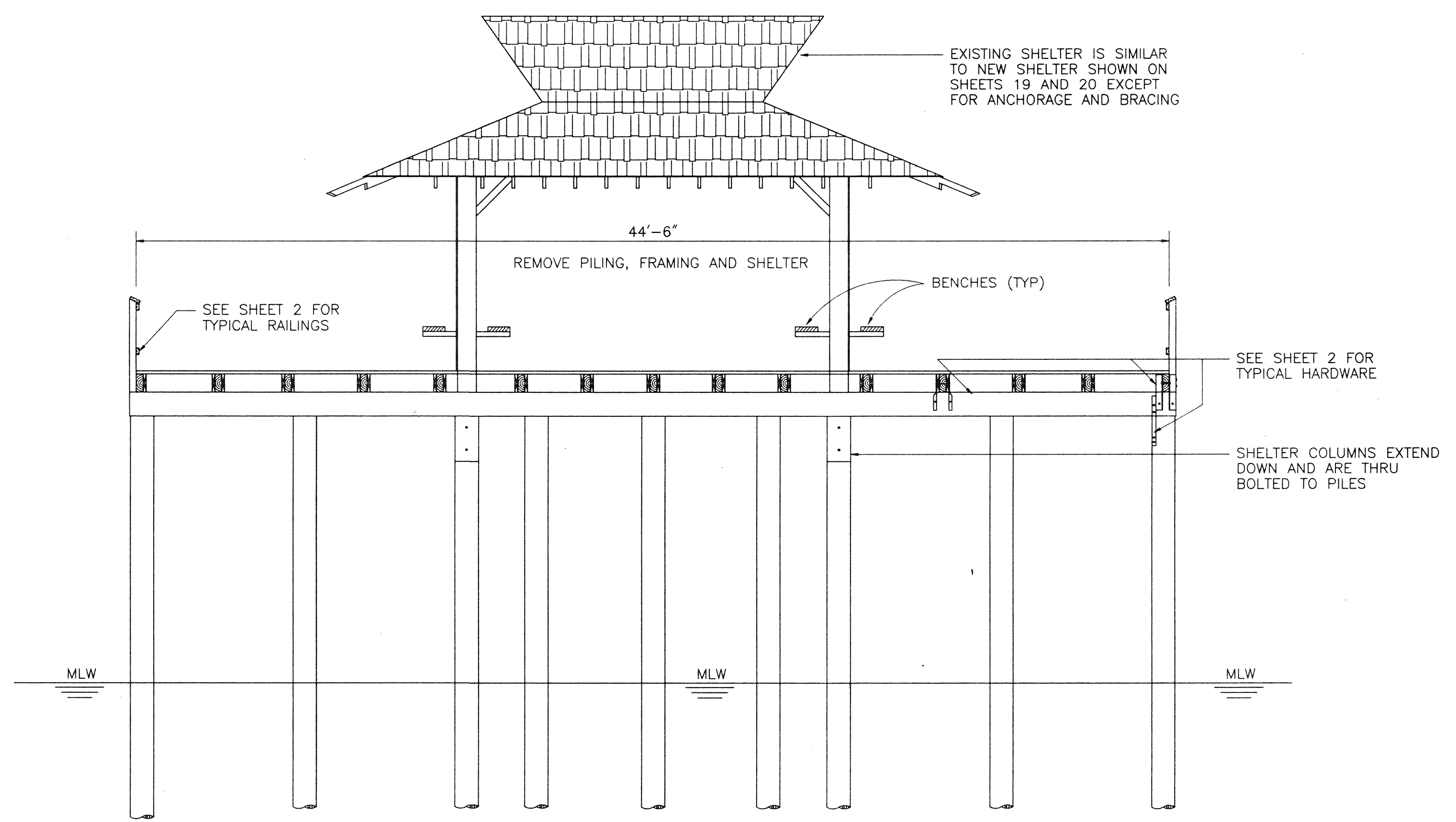
NAPLES PIER RESTORATION PROJECT NEW CONSTRUCTION-DETAILS BASE BID-TIMBER SUBSTRUCTURE OPTION					
SCI		SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA		SCI	
PROJECT	CHK.	DATE	DWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.		
DWNG NO.		SCALE: AS INDICATED		13	
9322-31A					



PARTIAL FRAMING DEMOLITION PLAN (BENTS 44-72)
SCALE: 1/4"=1'-0"

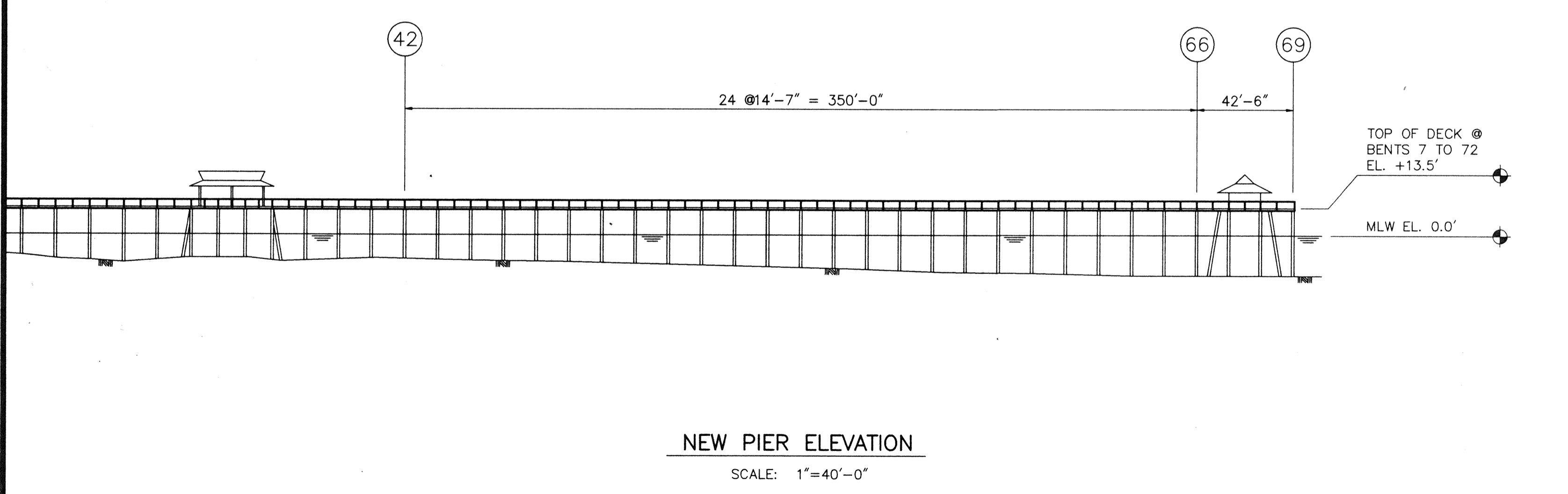
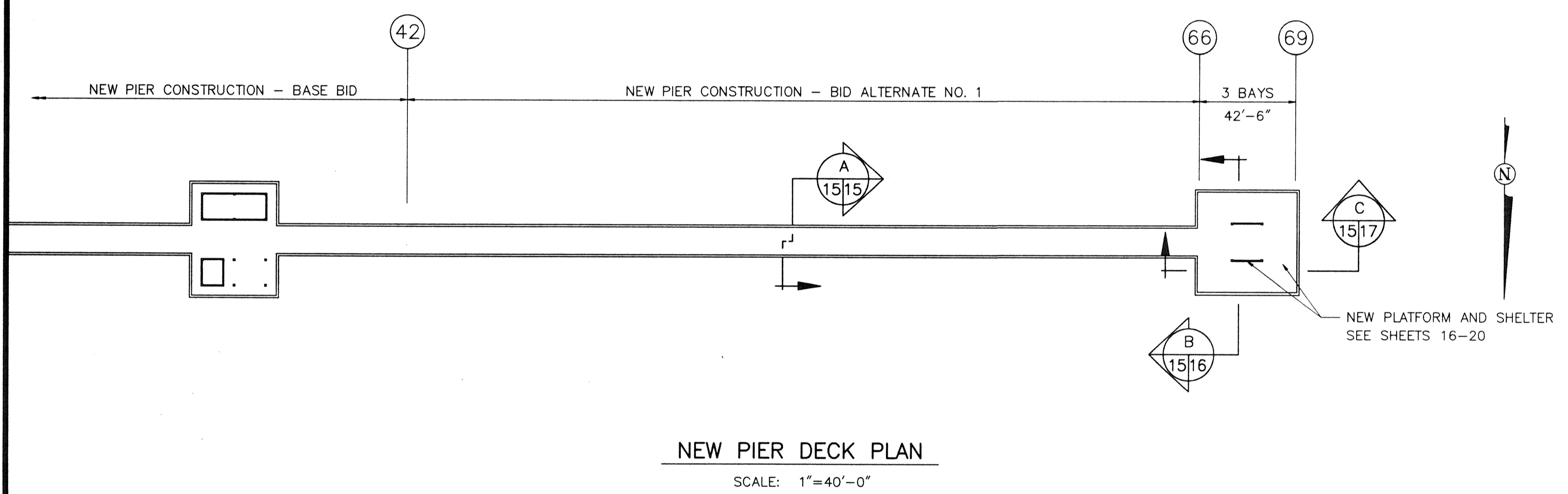
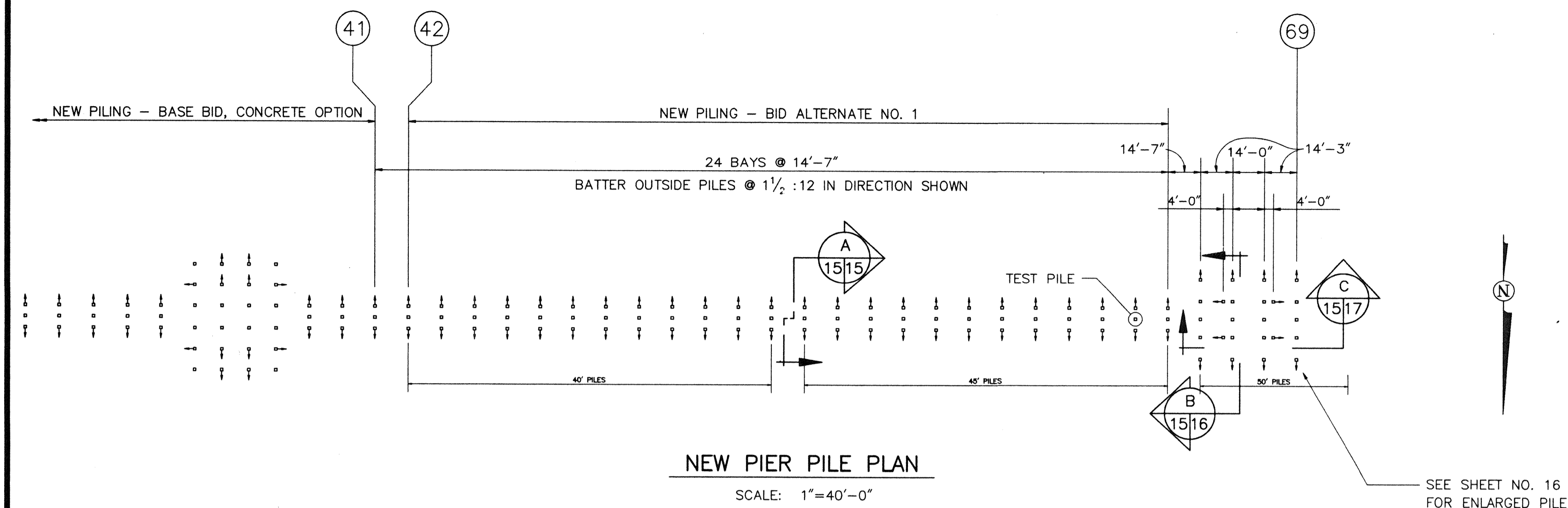


SECTION A
SCALE: 1/4"=1'-0"



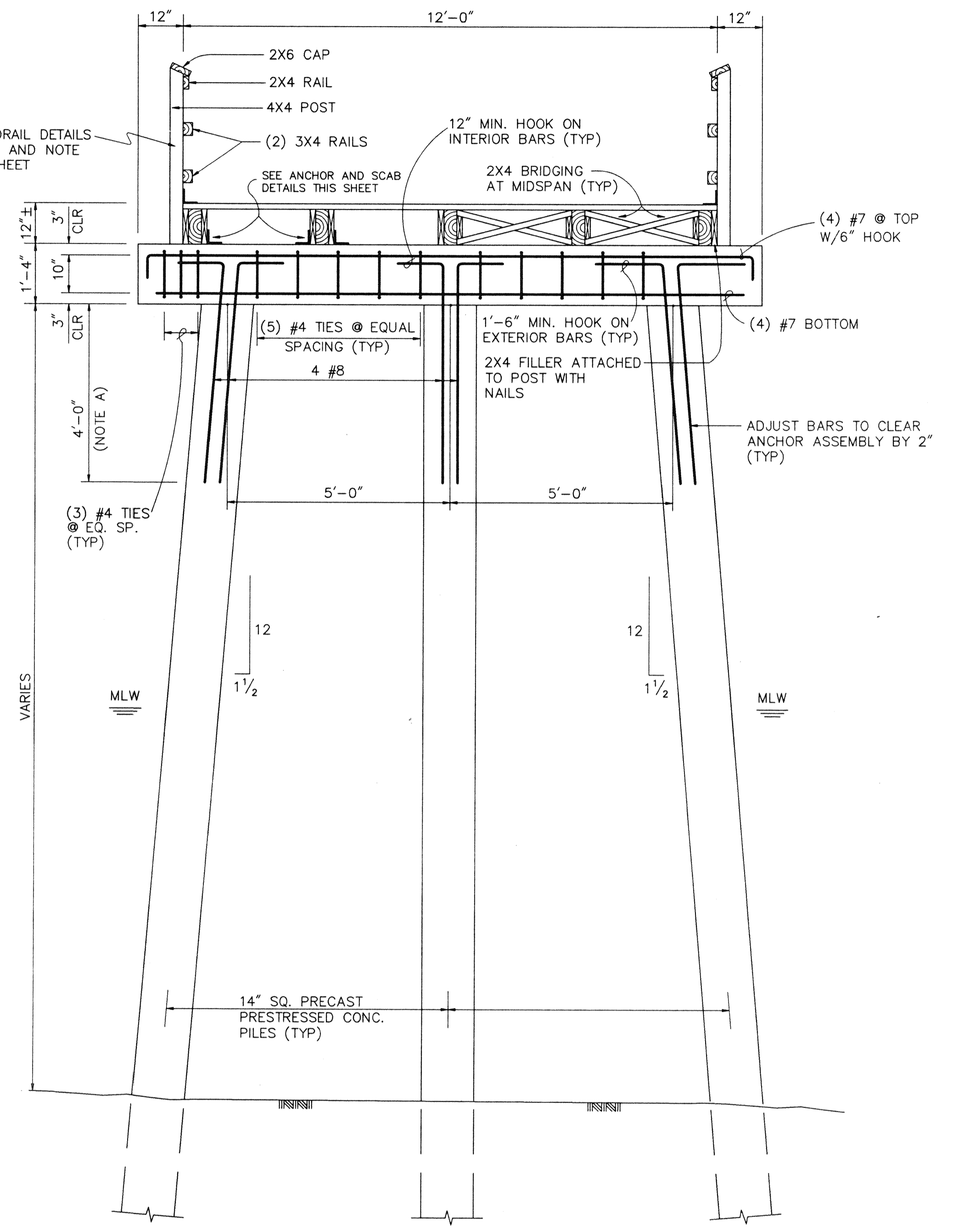
SECTION B
SCALE: 1/4"=1'-0"

NAPLES PIER RESTORATION PROJECT DEMOLITION PLAN AND SECTIONS ALTERNATE NO. 1					
SCI		SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA		SCI	
PROJECT	CHK.	DATE	DWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.		
DWG NO.	SCALE: AS INDICATED				14
9322-70					



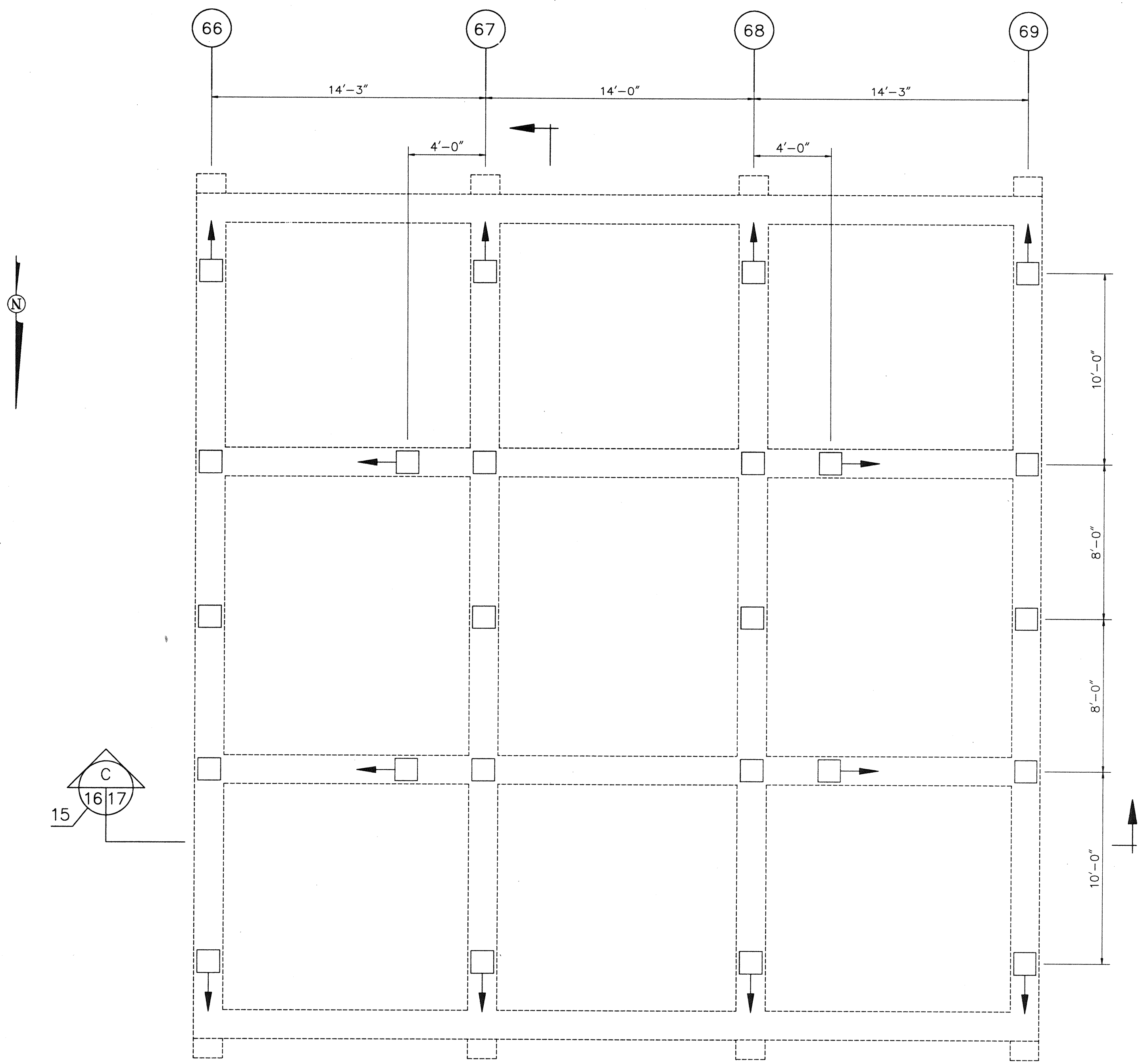
NOTE A:
MINIMUM EMBEDMENT OF #8 REBAR AFTER PILE CUT OFF

NOTE B:
HANDRAIL POSTS ARE LOCATED AT EACH PILE CAP AND MIDWAY BETWEEN

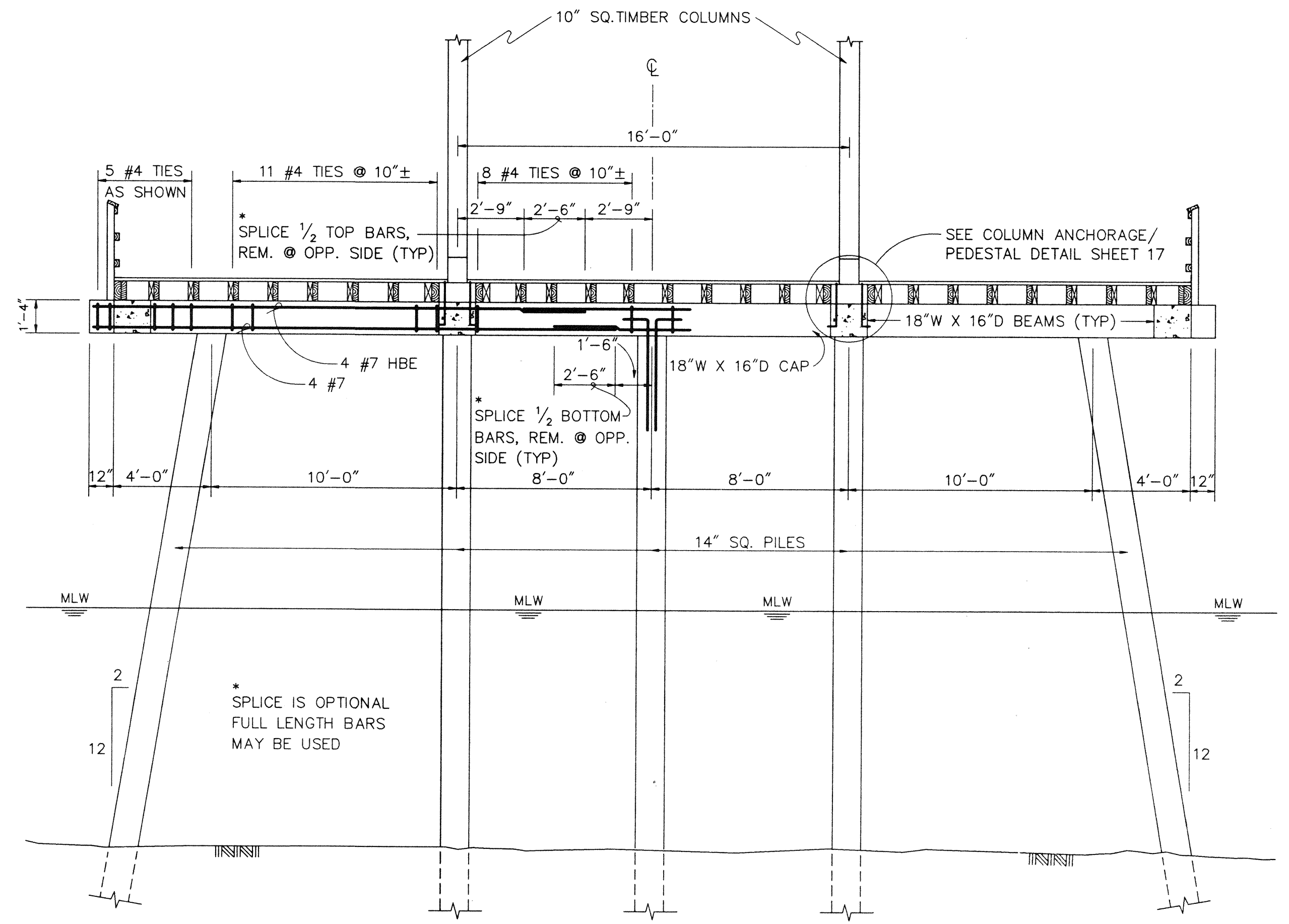


SECTION A
SCALE: 1/2"=1'-0" 1515

NAPLES PIER RESTORATION PROJECT NEW CONSTRUCTION-GENERAL PLANS AND ELEVATION ALTERNATE NO. 1					
SCI		SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA			SCI
PROJECT	CHK.	DATE	DWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.		
DWG. NO. 9322-71A		SCALE: AS INDICATED			15

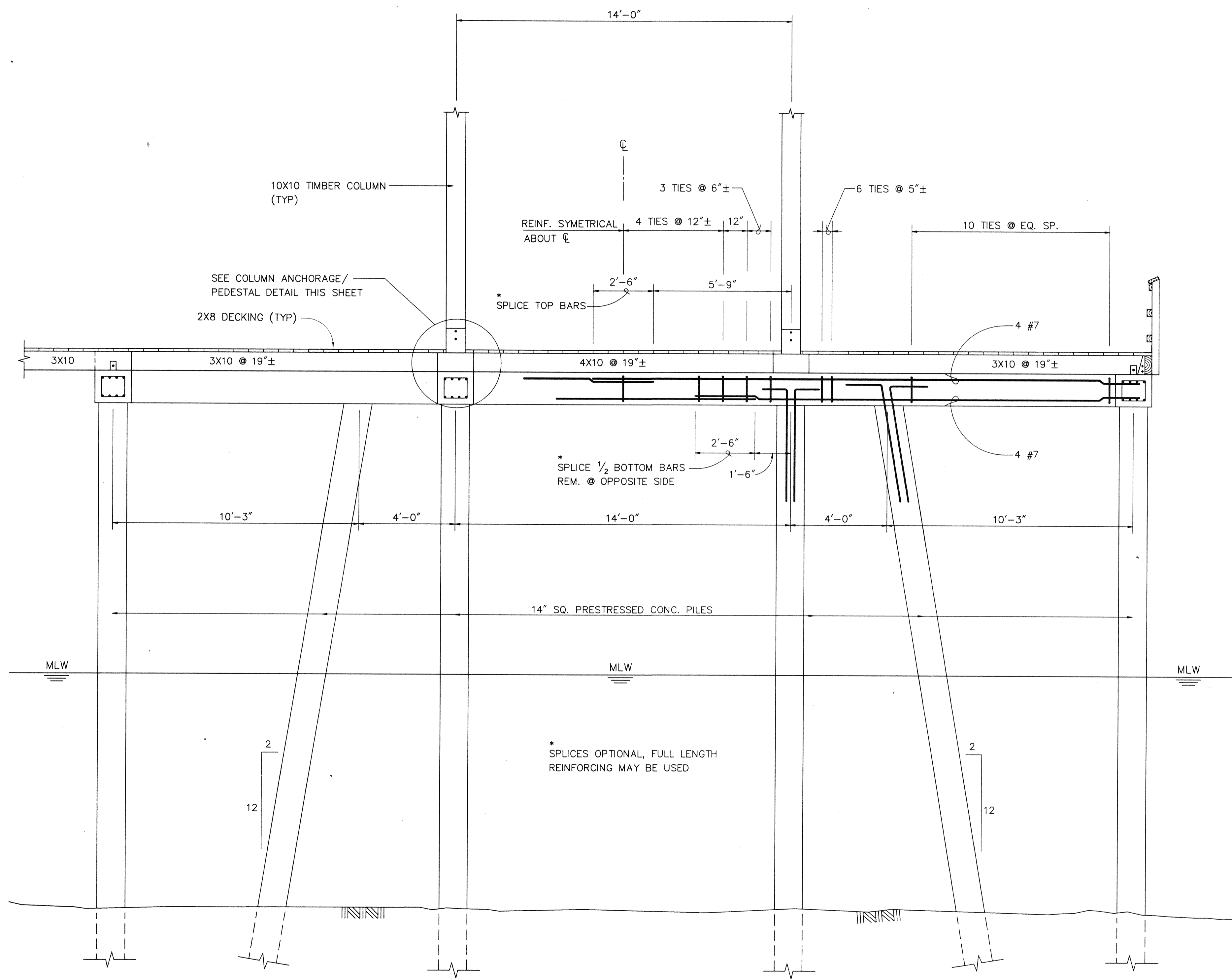


PILE PLAN
SCALE: 1/4"=1'-0"

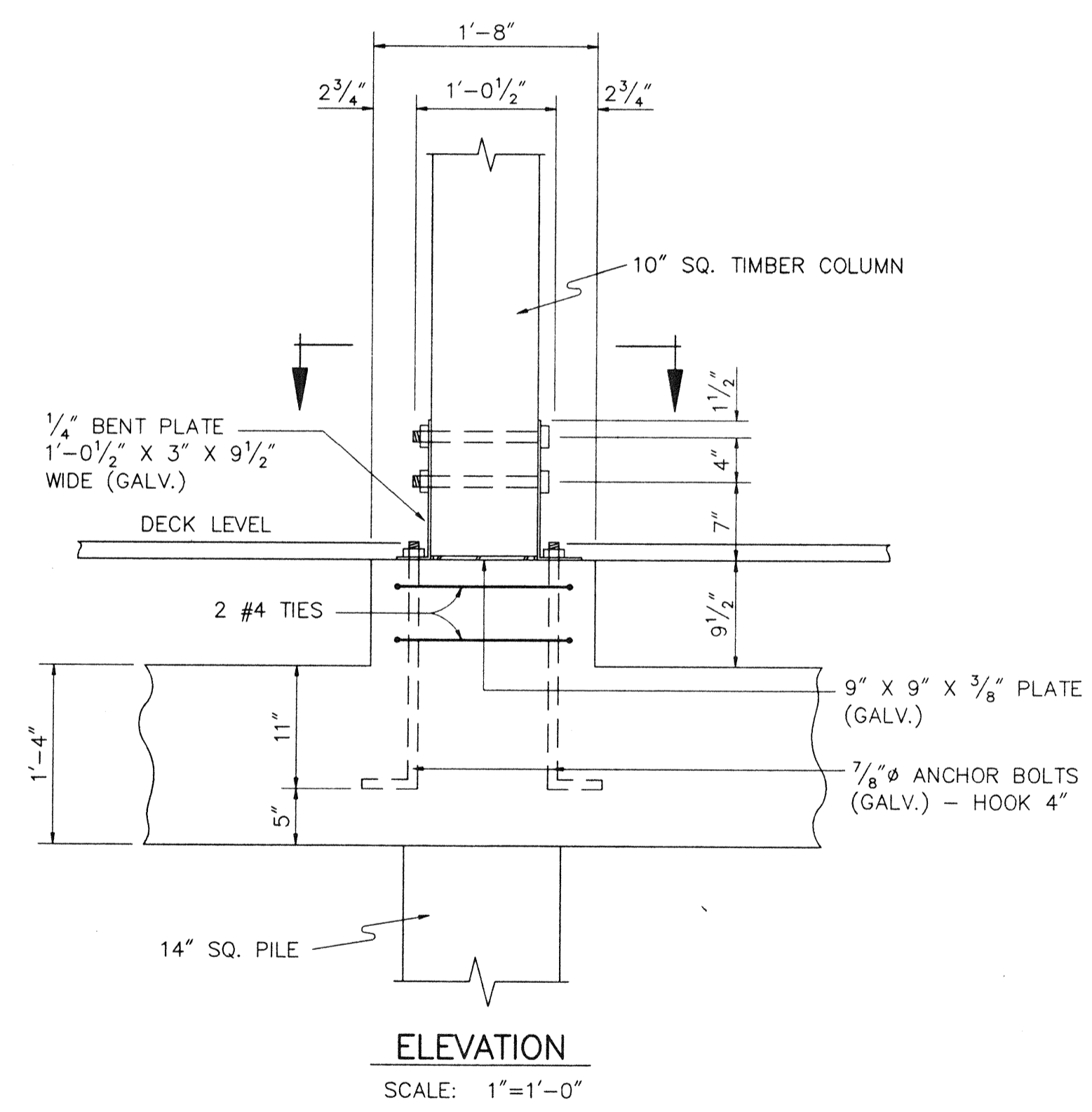
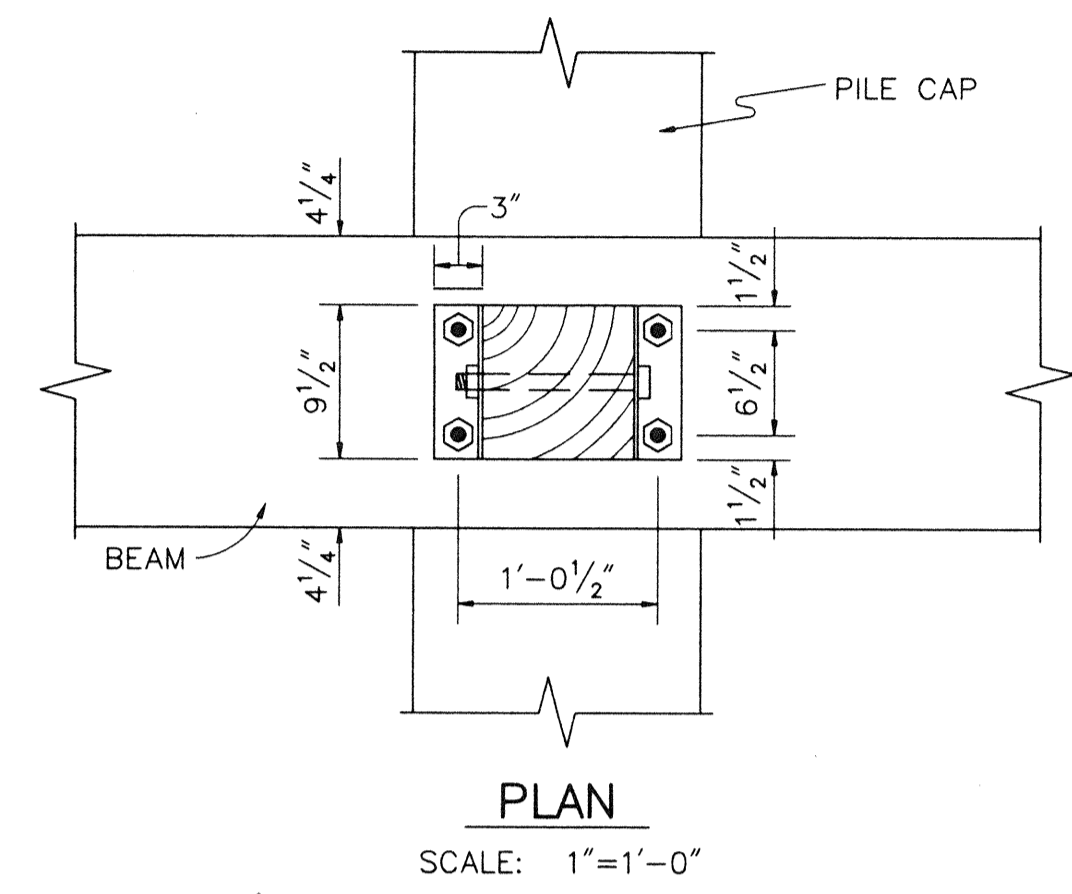


SECTION B
SCALE: 1/4"=1'-0"

NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-PLAN AND SECTION				
ALTERNATE NO. 1				
SCI		SUBOCEANIC CONSULTANTS INC.		
		CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS		
		NAPLES FLORIDA		
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	
DWNG NO.		SCALE: AS INDICATED		16
9322-33				

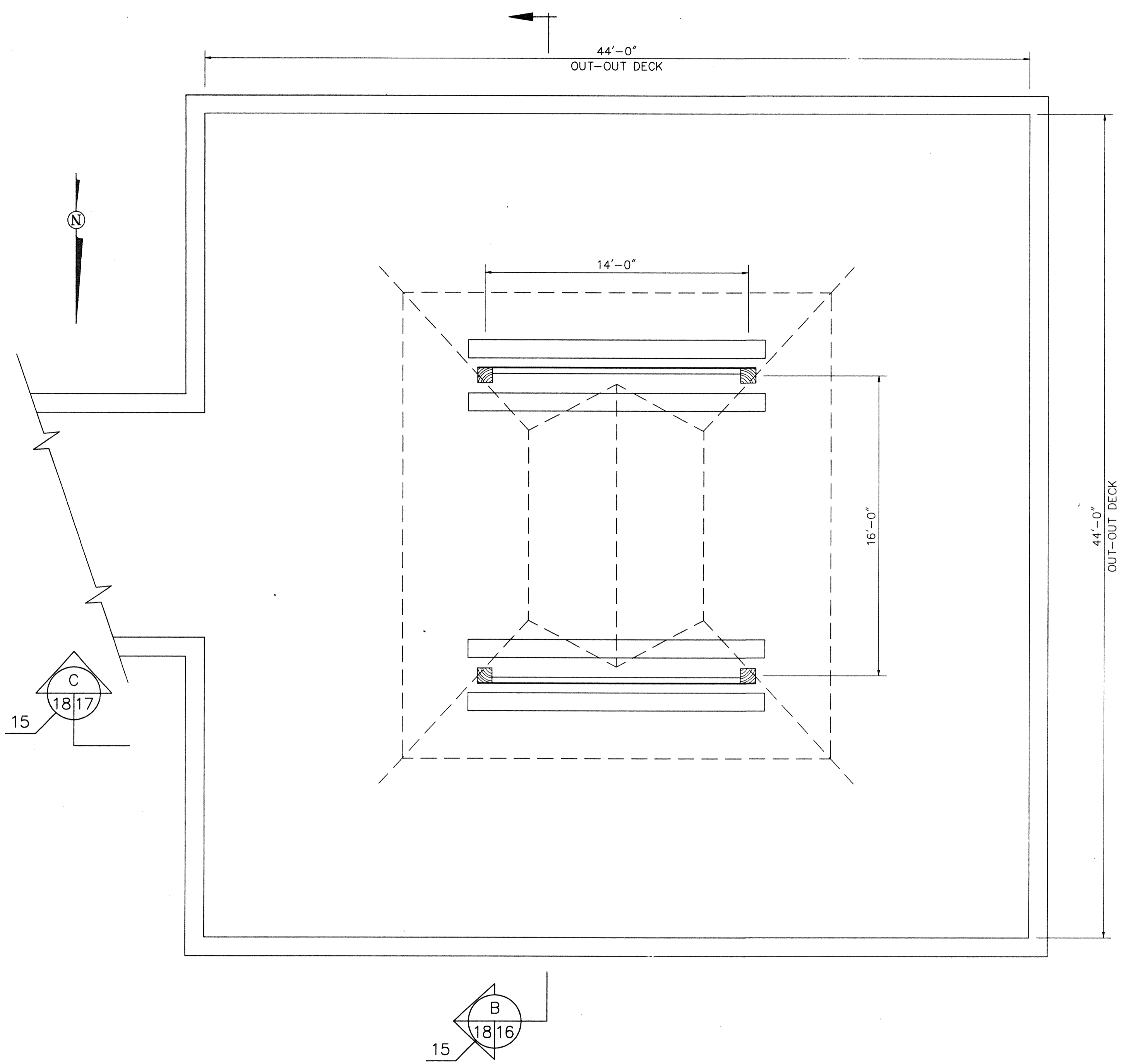


SECTION C
SCALE: 3/8"=1'-0"
1617
15

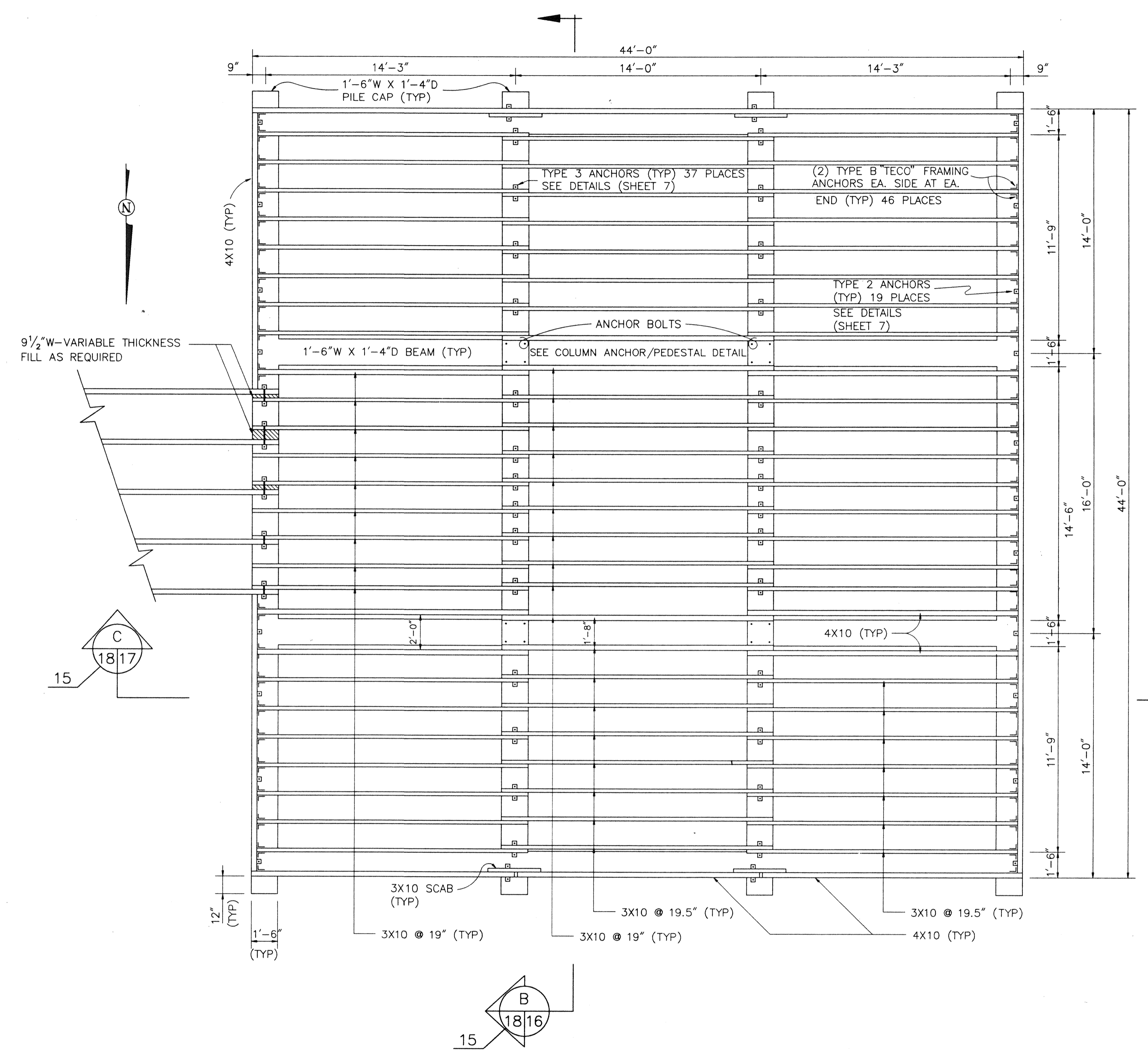


COLUMN ANCHORAGE/PEDESTAL DETAIL

NAPLES PIER RESTORATION PROJECT NEW CONSTRUCTION-SECTION AND DETAIL ALTERNATE NO. 1						
SCI		SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA			SCI	
PROJECT	CHK.	DATE	DWN	SHEET		
93.22	R.A.C.	4/7/95	G.F.D.	17		
DWNG NO.		SCALE: AS INDICATED				
9322-34						



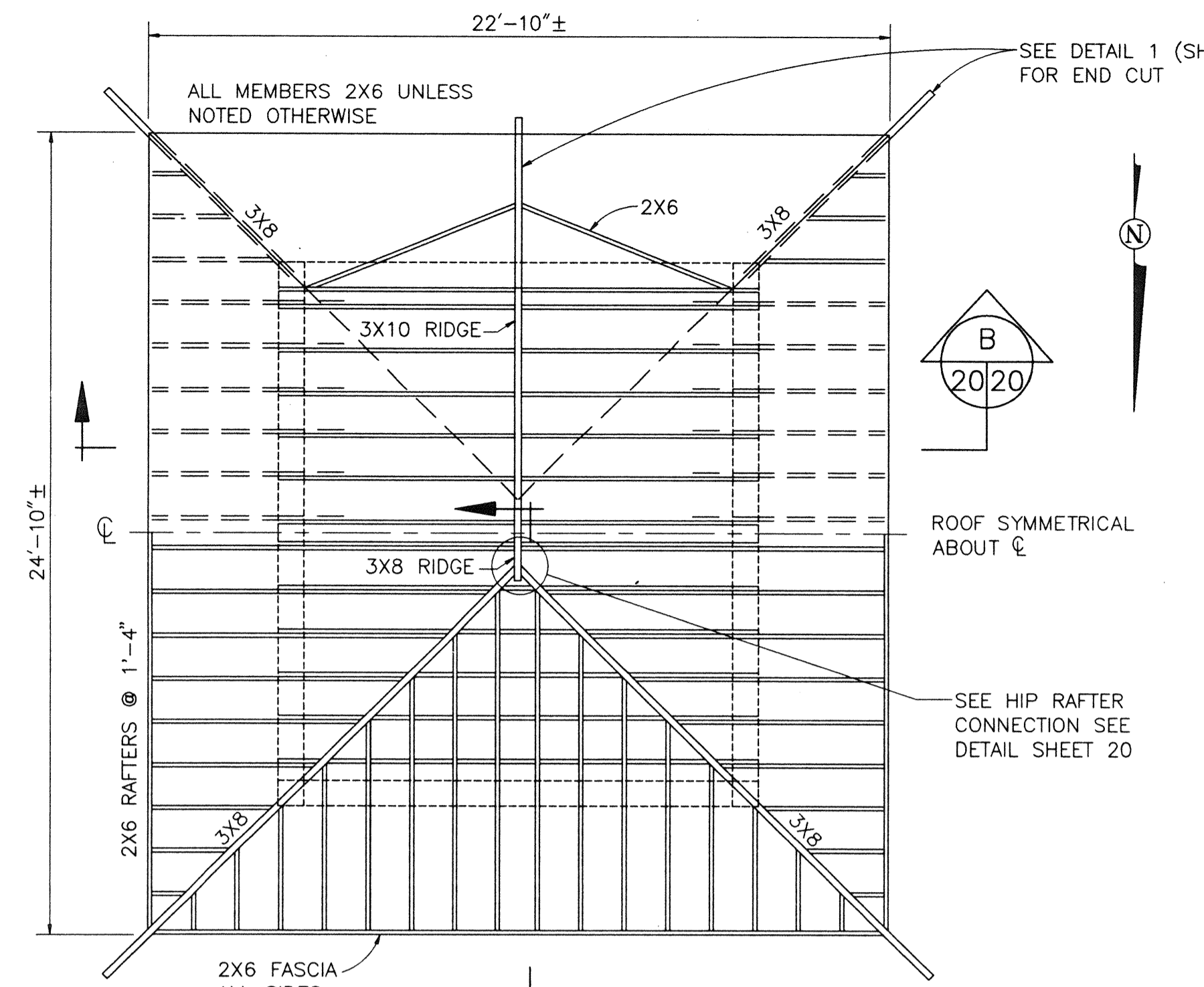
ROOF/DECK PLAN
SCALE: 1/4"=1'-0"



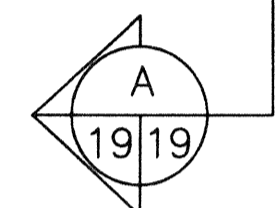
DECK FRAMING PLAN
SCALE: 1/4"=1'-0"

NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-DECK FRAMING PLAN & ROOFING PLAN				
ALTERNATE NO. 1				
SCI		SUBOCEANIC CONSULTANTS INC.		SCI
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS				
NAPLES FLORIDA				
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	
DWNG NO.		SCALE: AS INDICATED		SHEET
9322-32				18

UPPER ROOF FRAMING

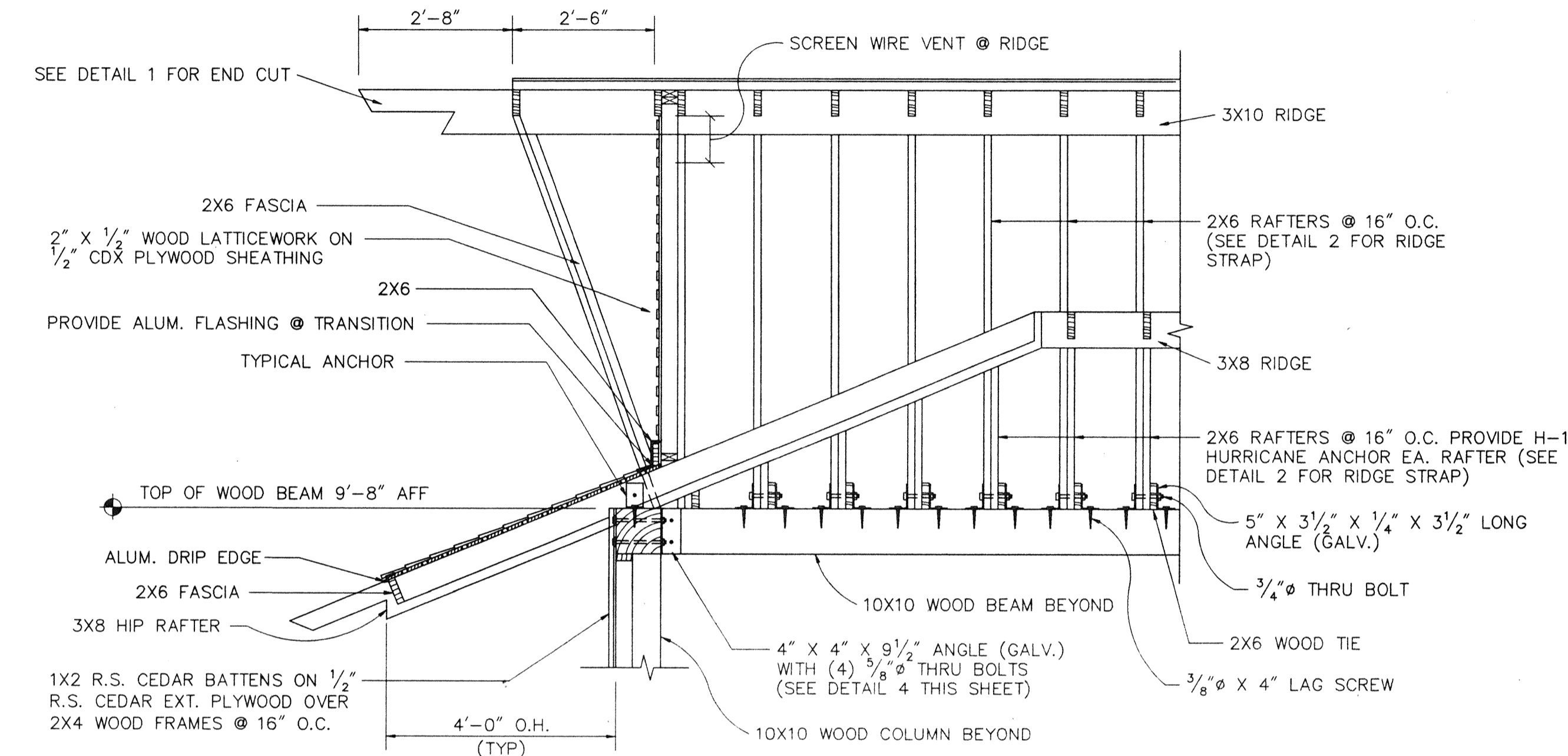


LOWER ROOF FRAMING



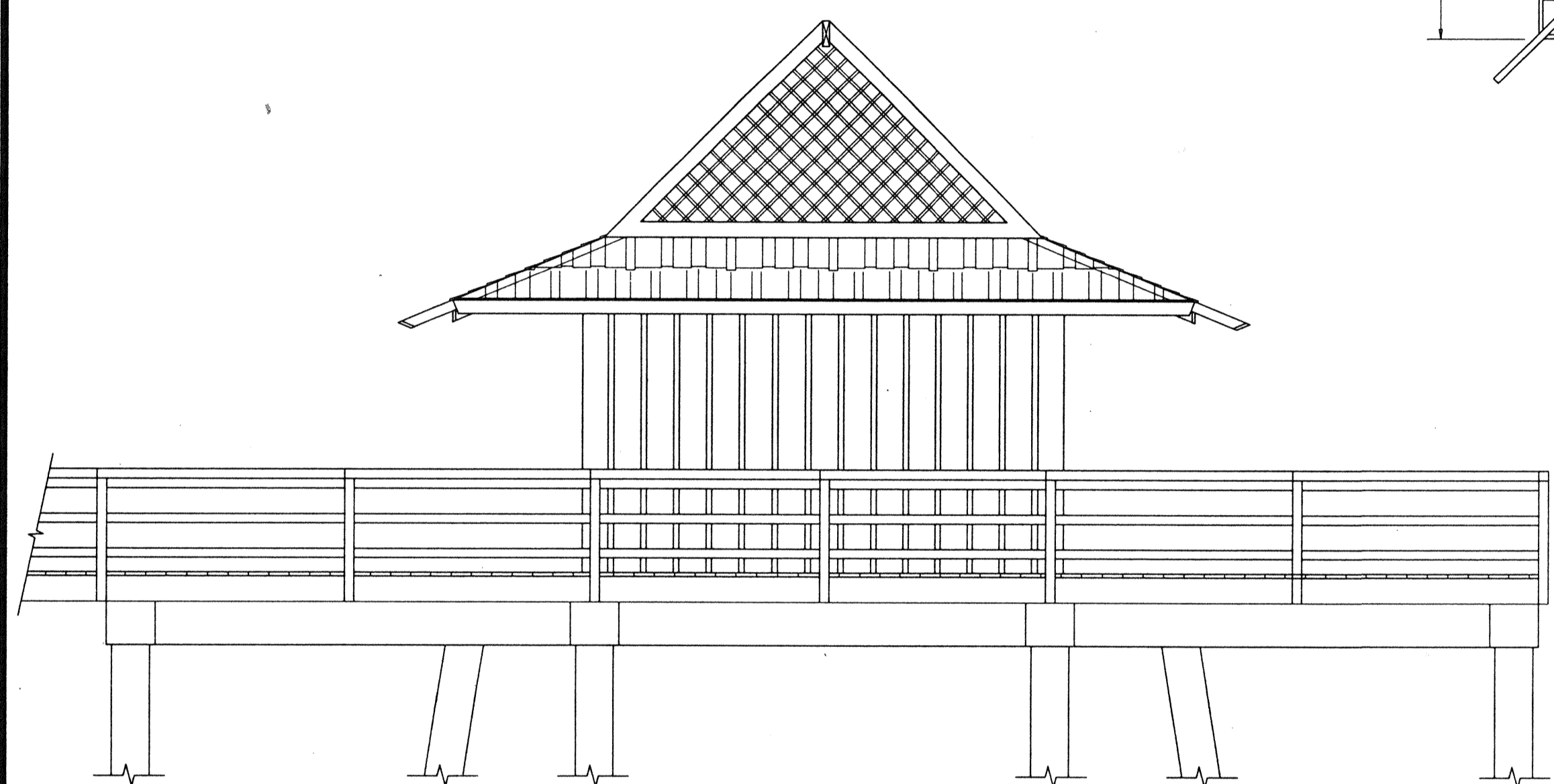
FRAMING PLAN

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



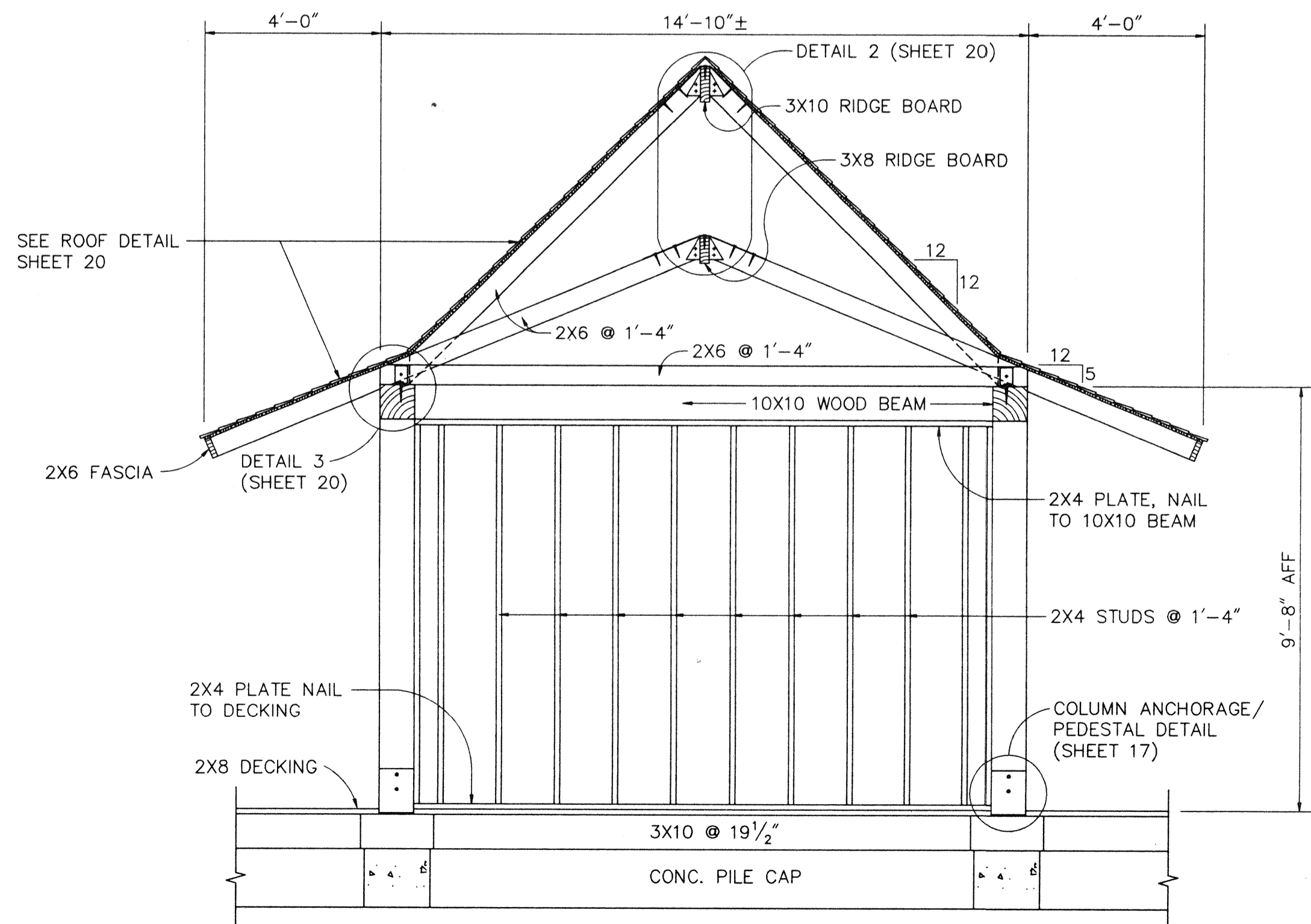
SECTION A

SCALE: 1/2"=1'-0" 19/19



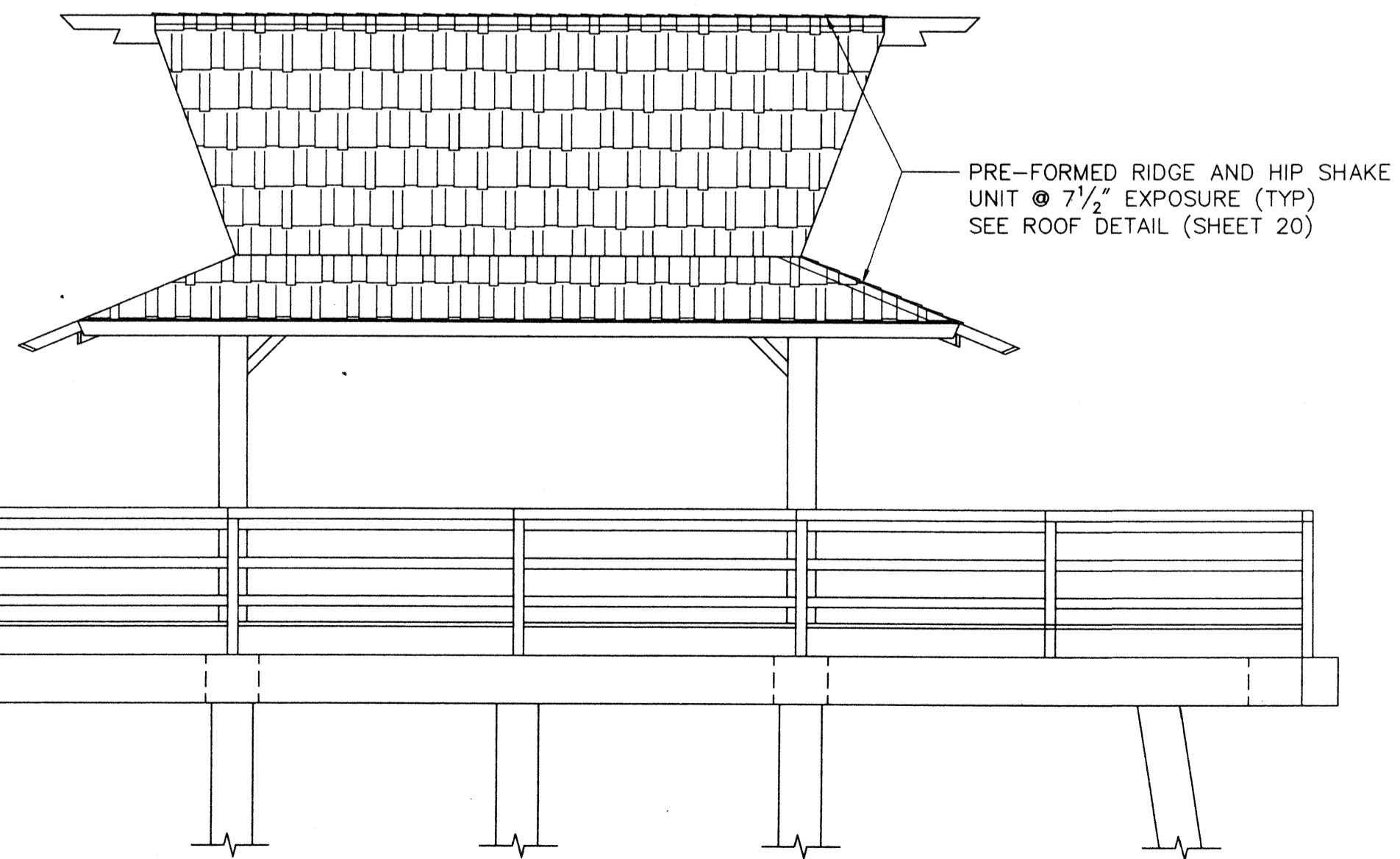
NORTH ELEVATION

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



SECTION B

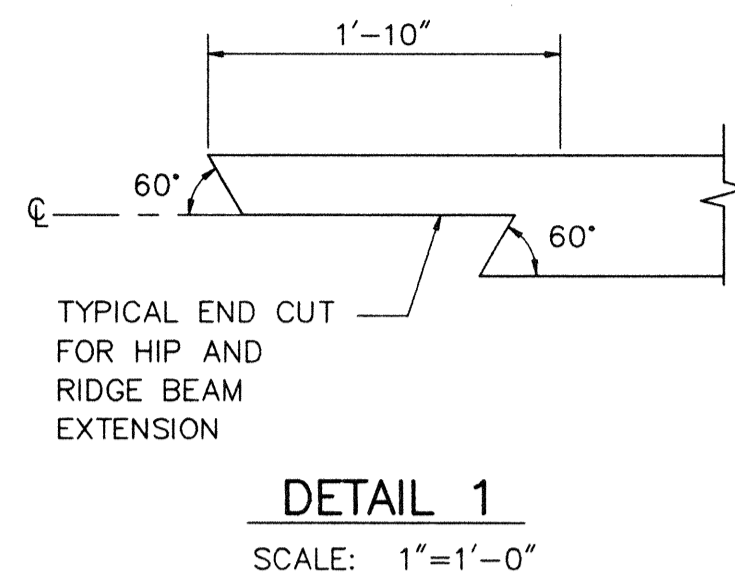
SCALE: 3/8"=1'-0" 19/19



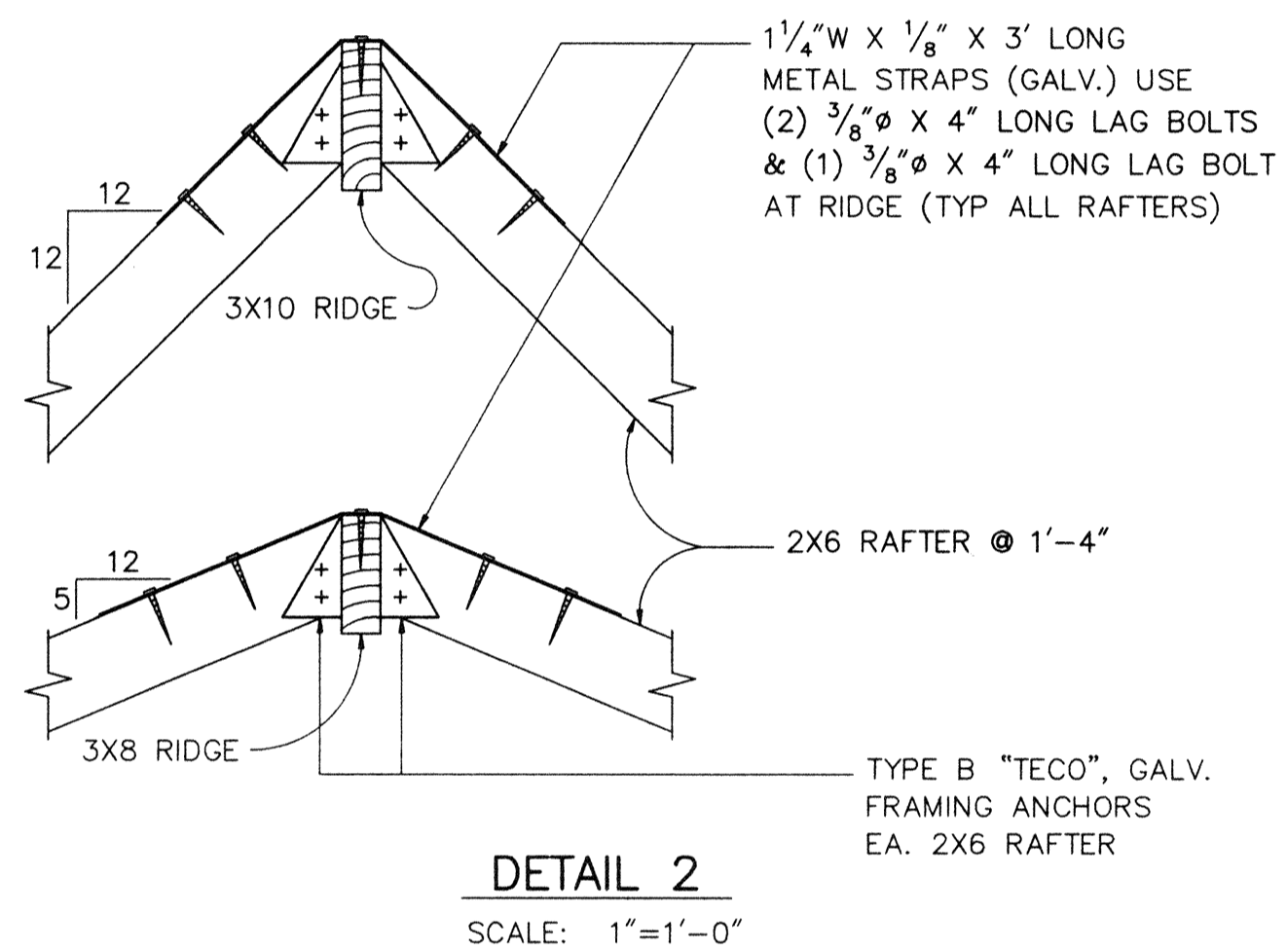
WEST ELEVATION

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

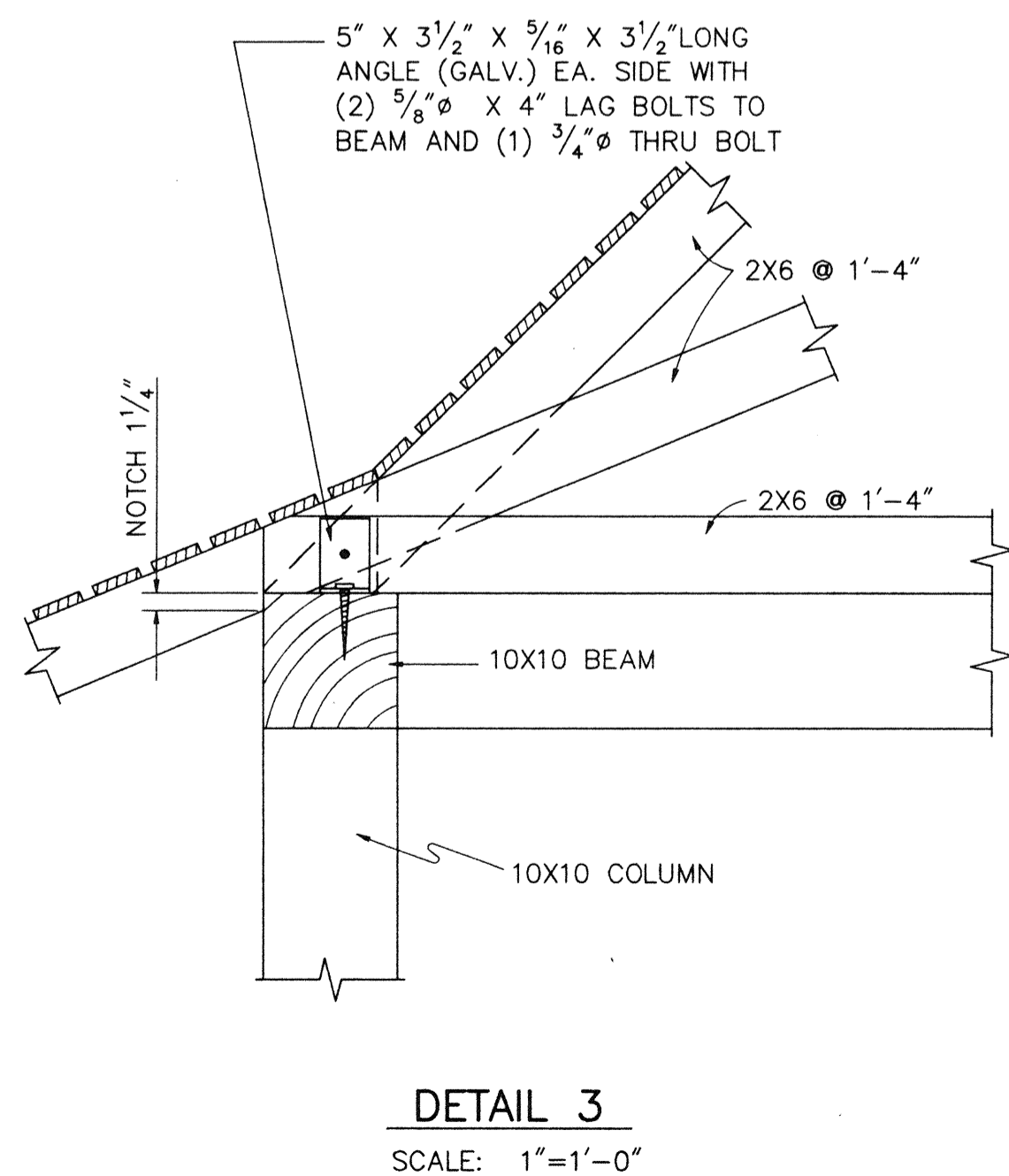
NAPLES PIER RESTORATION PROJECT					
NEW CONSTRUCTION-FRAMING PLAN ELEVATIONS AND SECTIONS					
ALTERNATE NO. 1					
SCI		SUBOCEANIC CONSULTANTS INC.		SCI	
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS					
NAPLES FLORIDA					
PROJECT	CHK.	DATE	OWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.	19	
DWNG NO.	SCALE: AS INDICATED				
9322-72A					



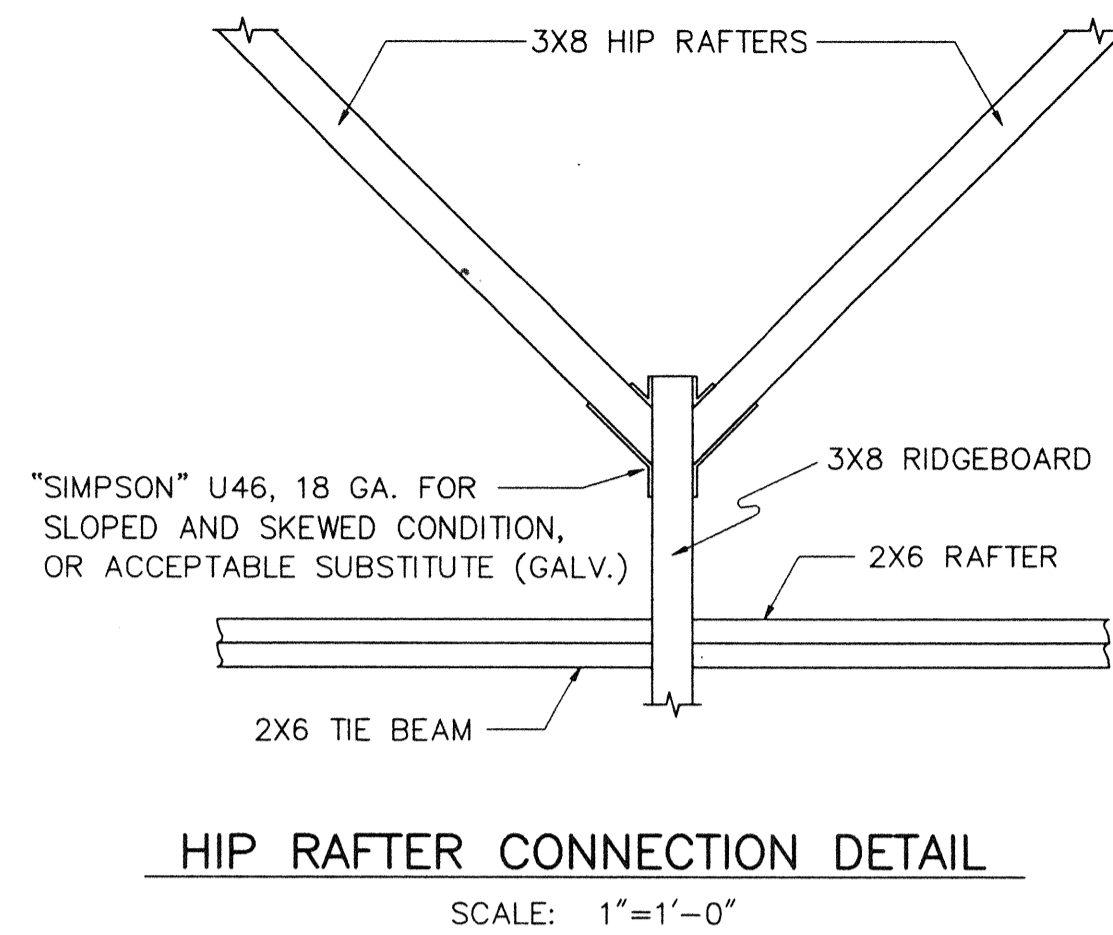
DETAIL 1
SCALE: 1"=1'-0"



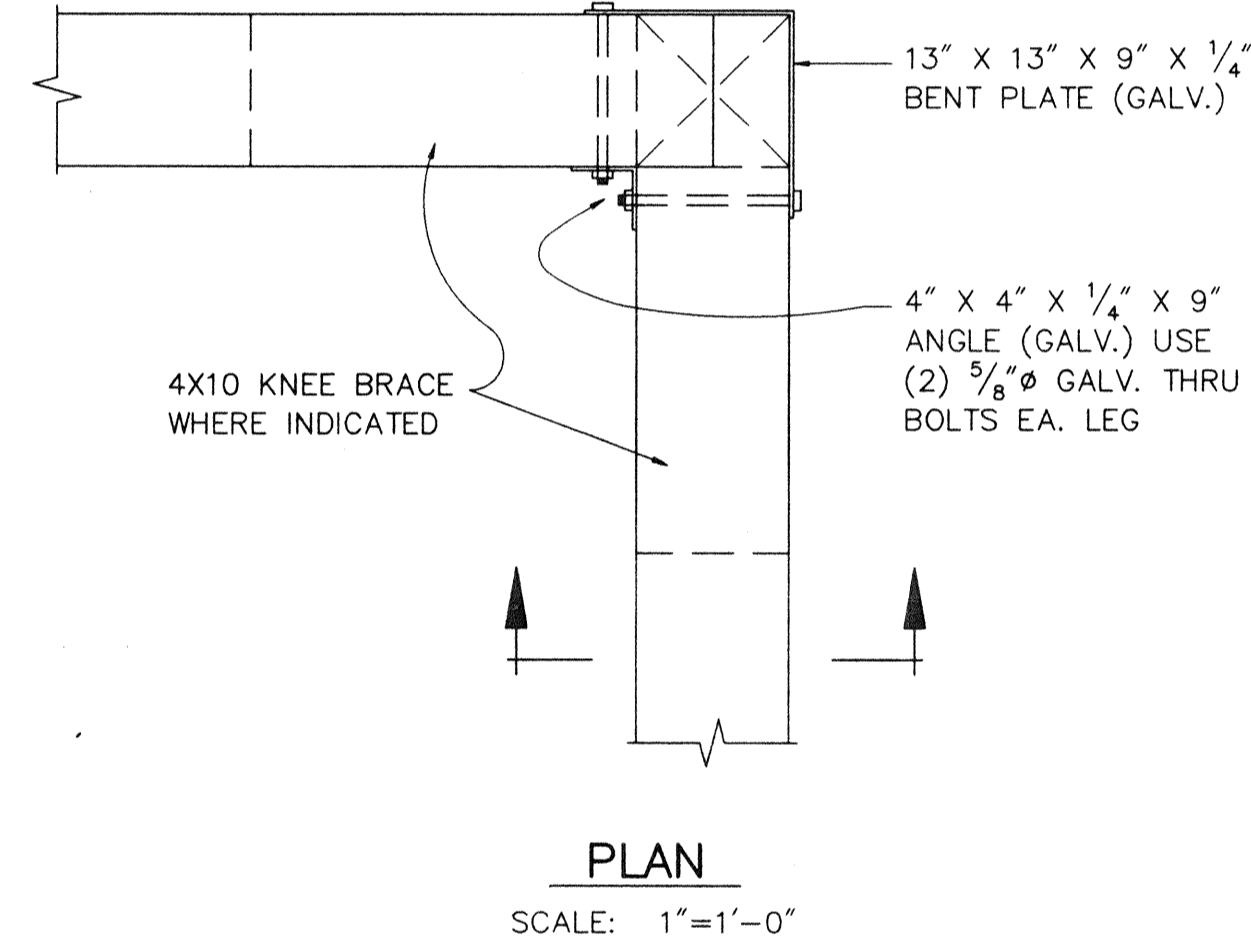
DETAIL 2
SCALE: 1"=1'-0"



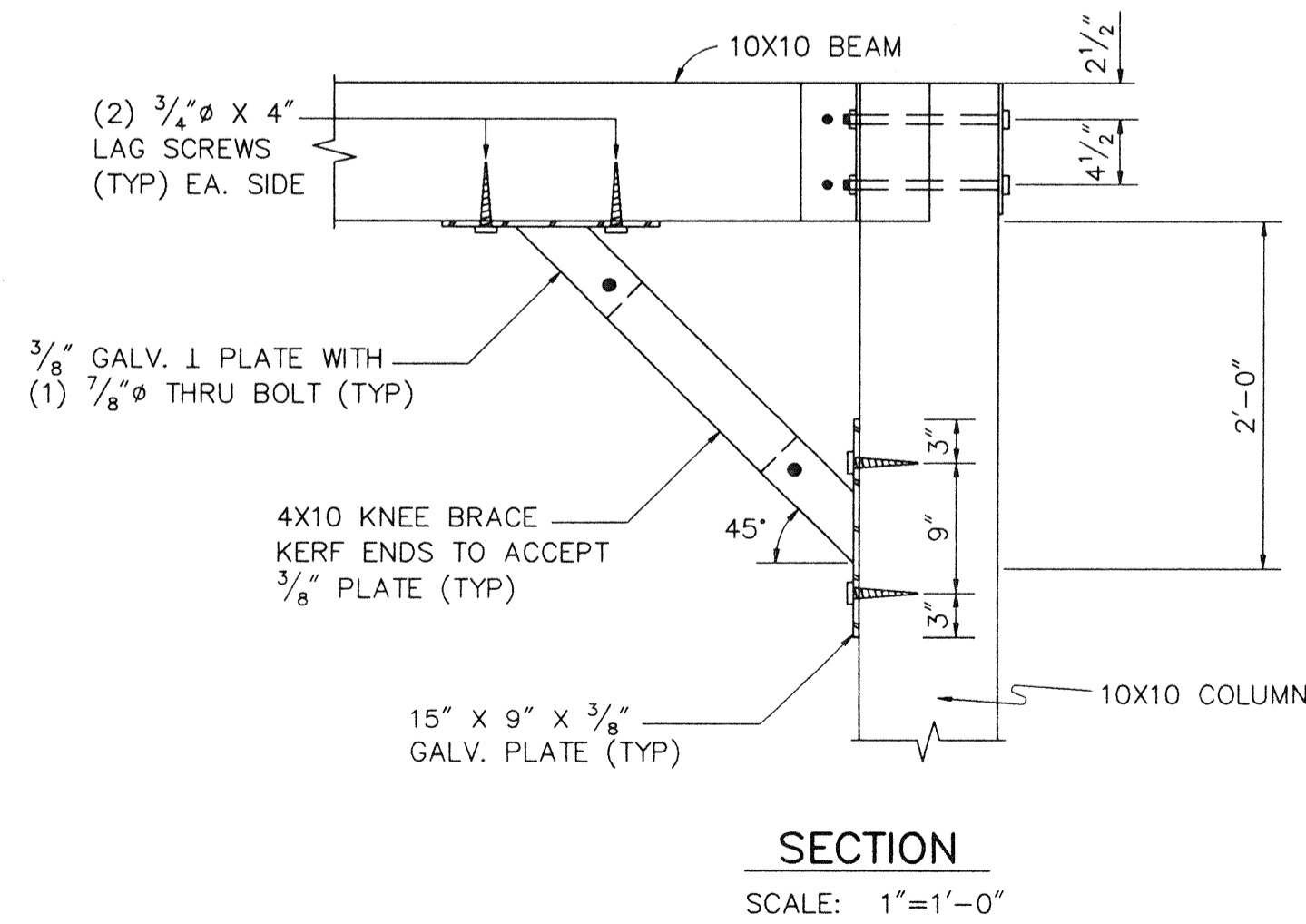
DETAIL 3
SCALE: 1"=1'-0"



HIP RAFTER CONNECTION DETAIL
SCALE: 1"=1'-0"

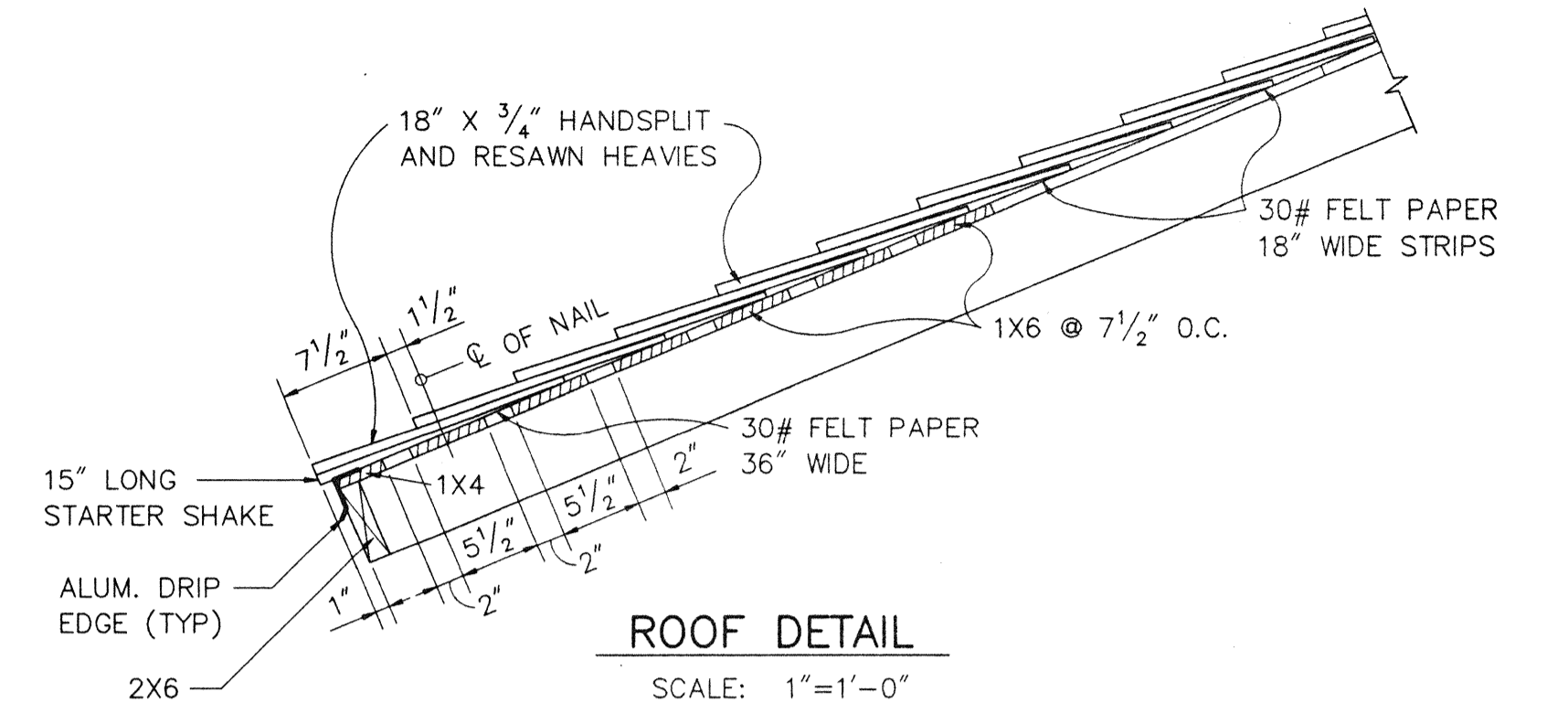


PLAN
SCALE: 1"=1'-0"



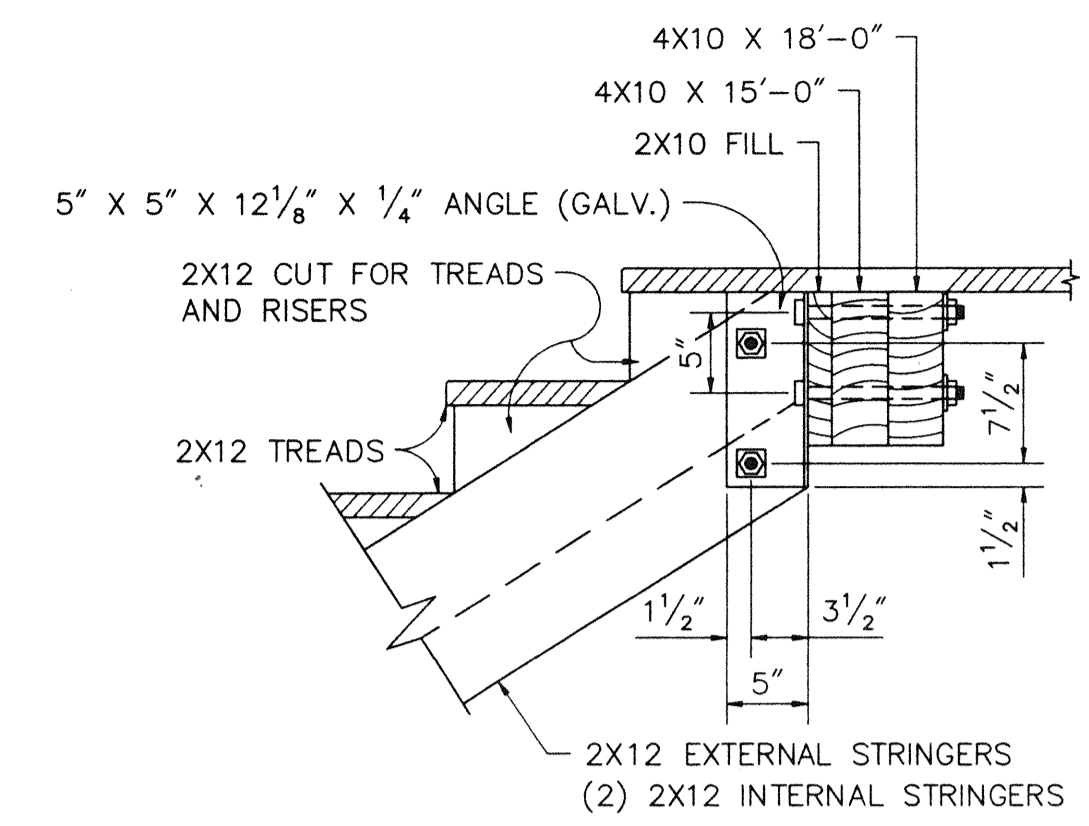
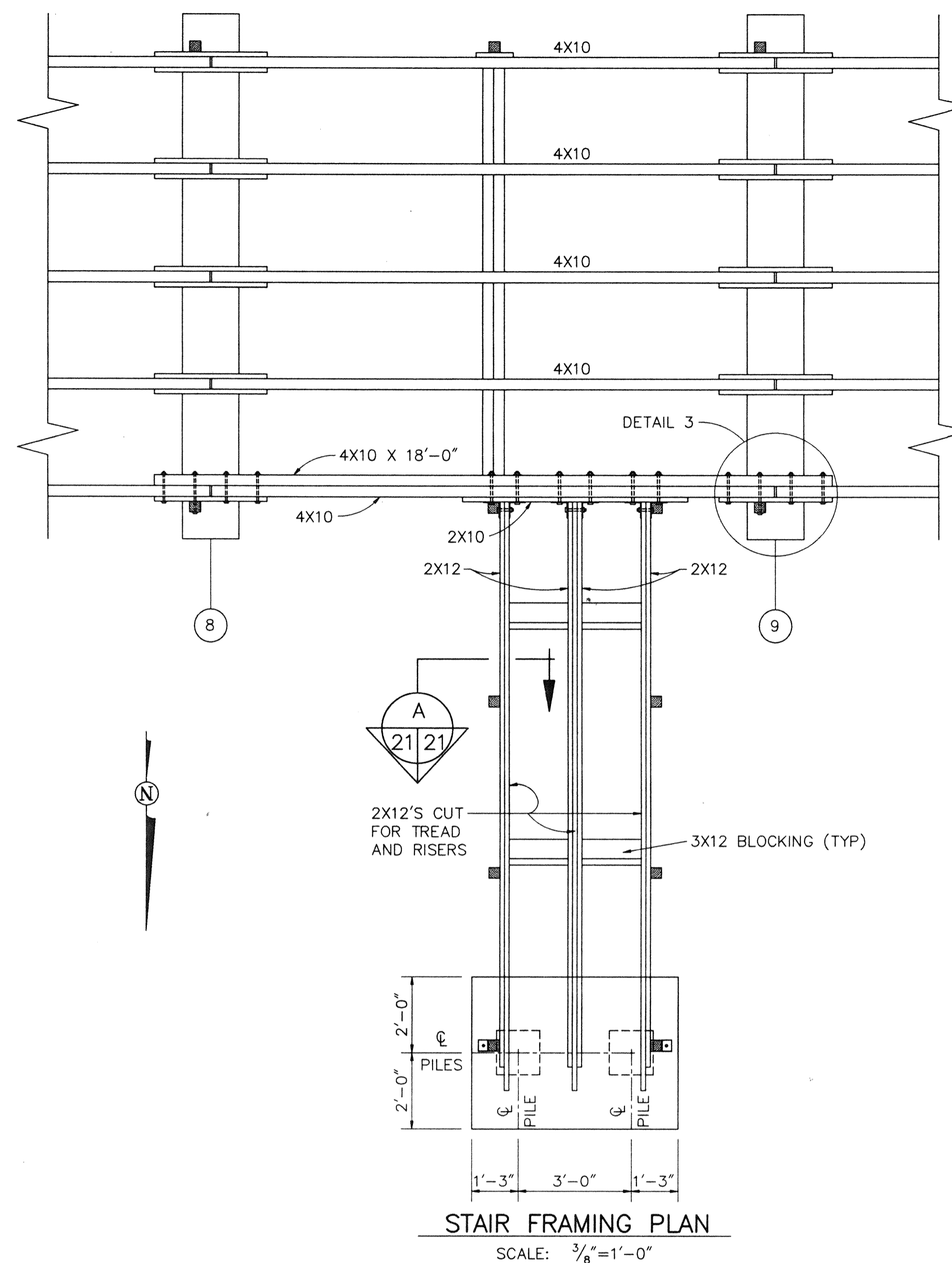
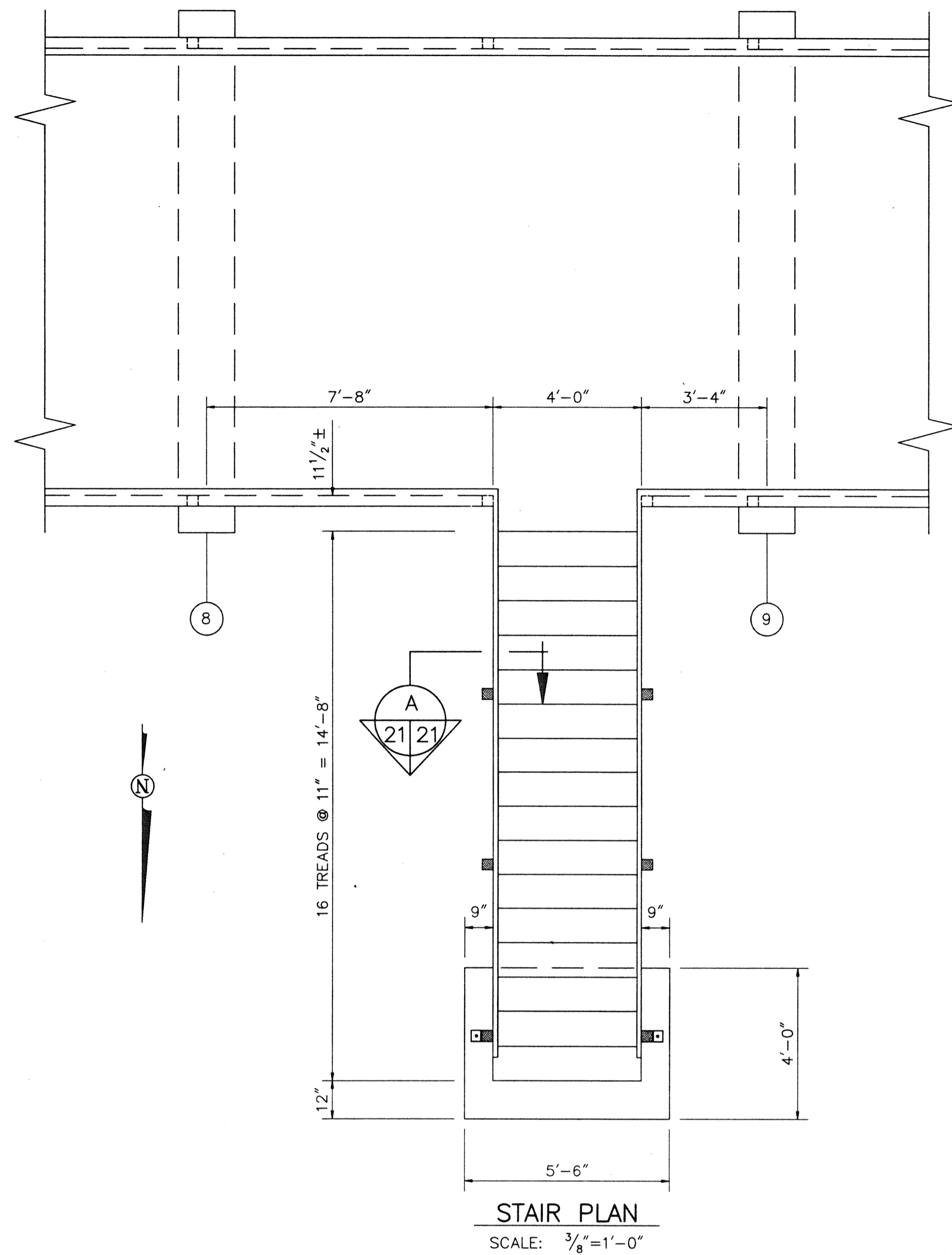
SECTION
SCALE: 1"=1'-0"

DETAIL 4

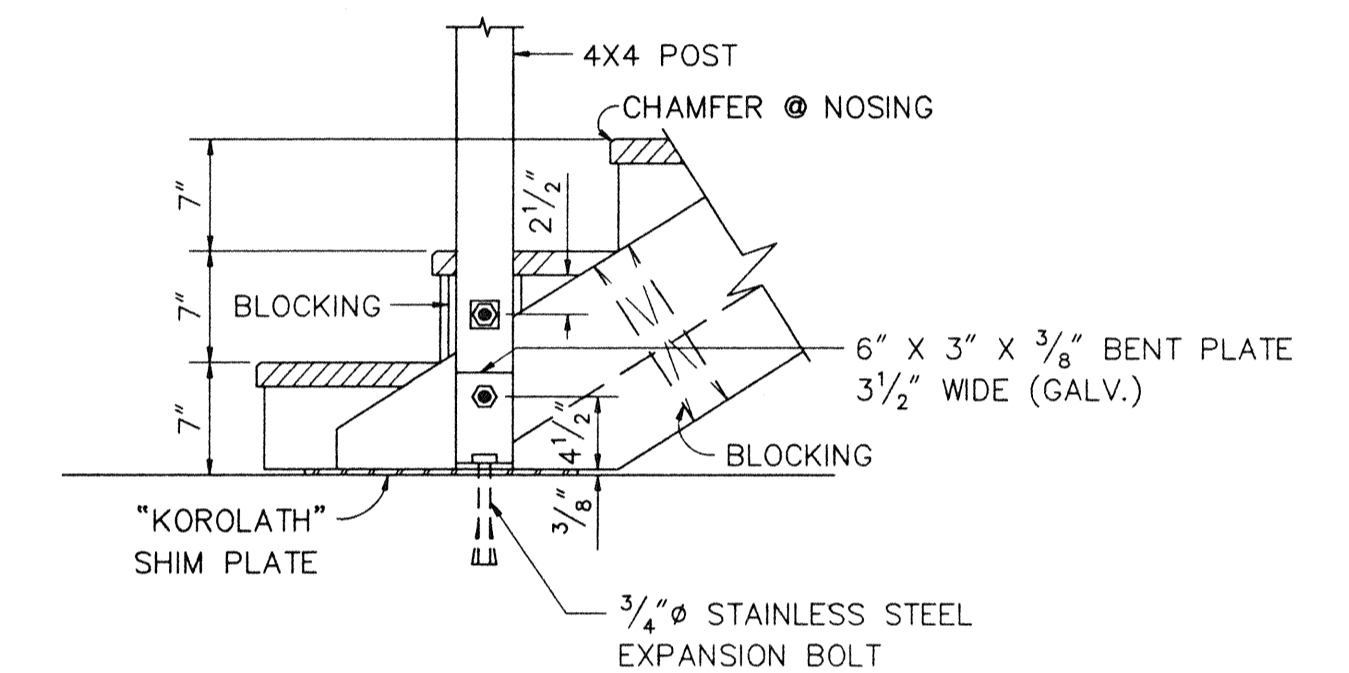


ROOF DETAIL
SCALE: 1"=1'-0"

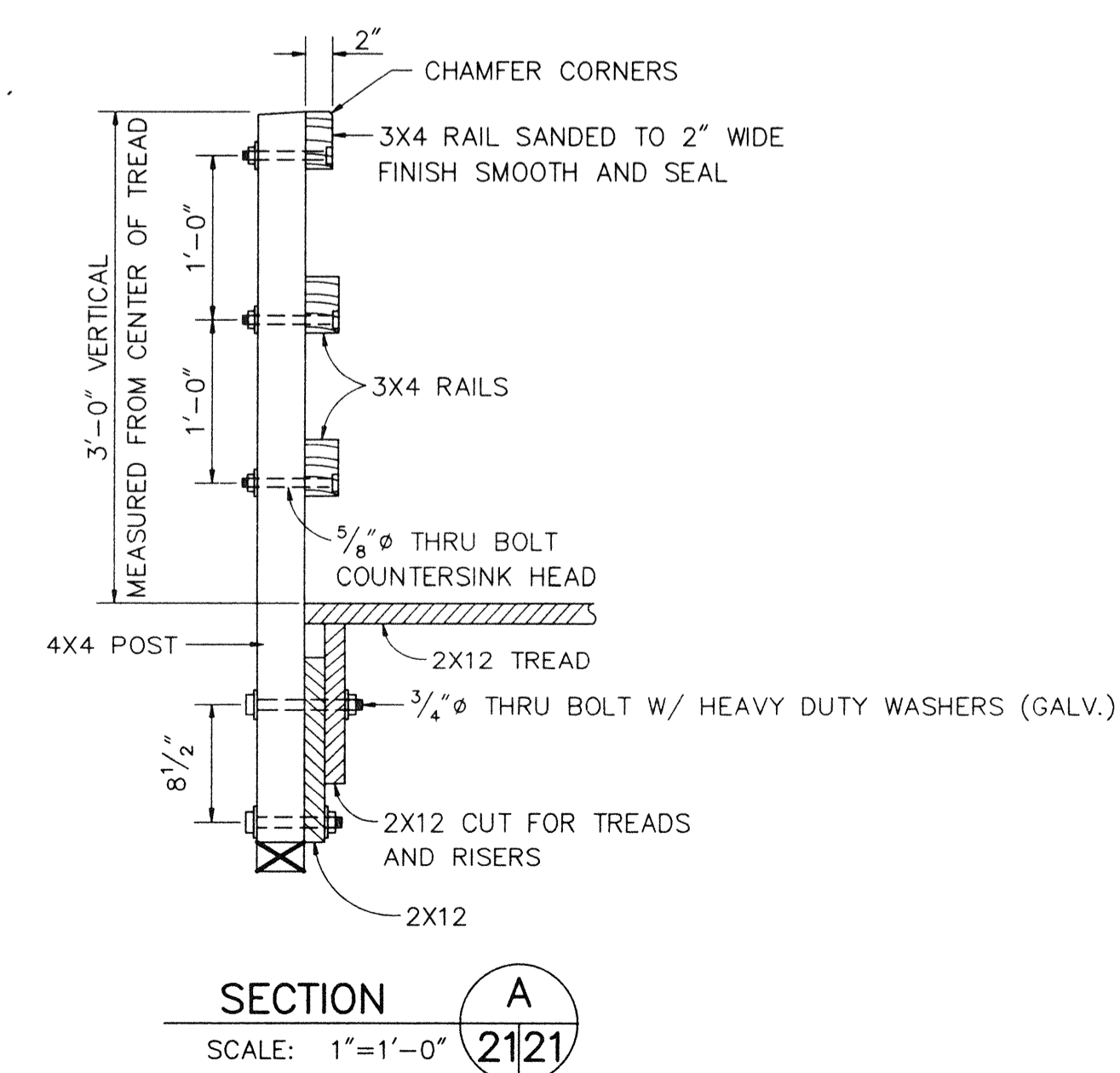
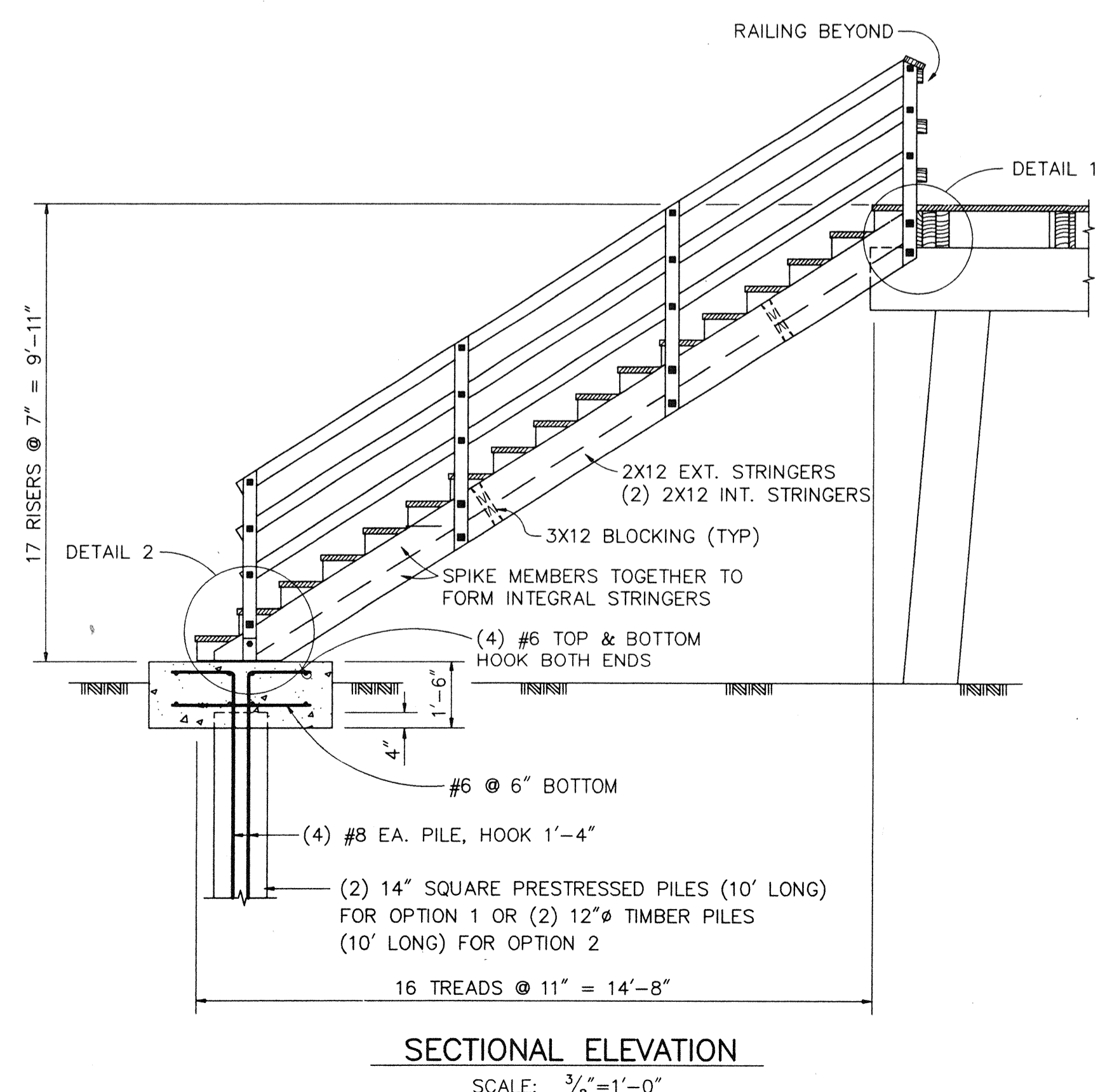
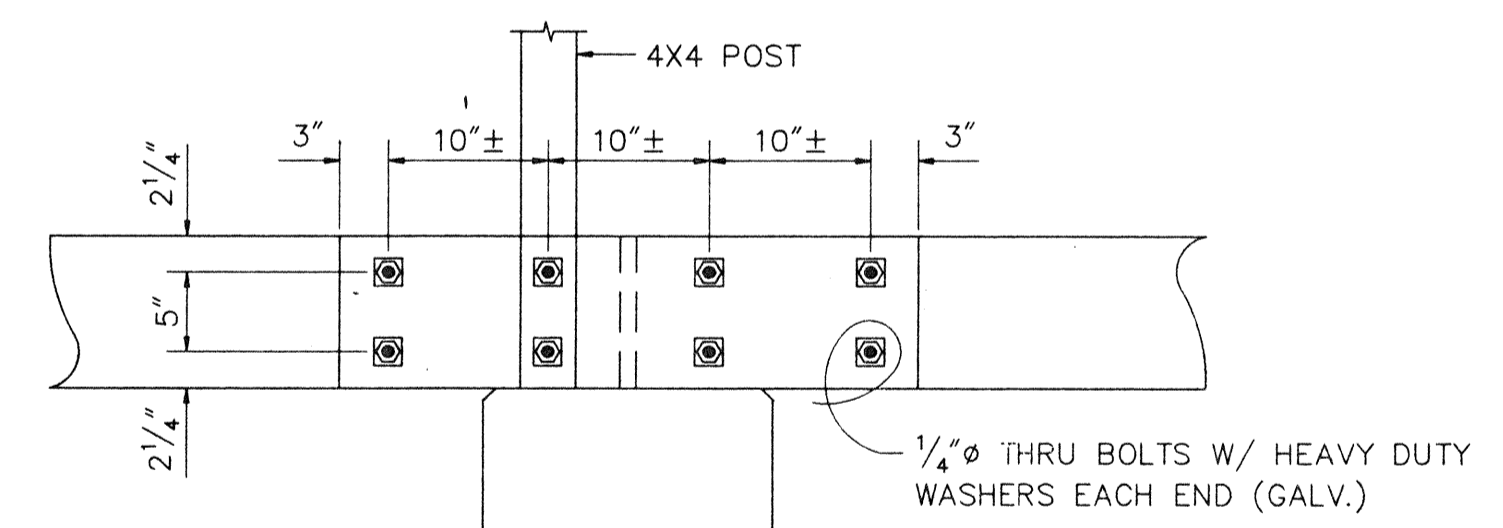
<p align="center">NAPLES PIER RESTORATION PROJECT NEW CONSTRUCTION-DETAILS ALTERNATE NO. 1</p>					
<p>SCI</p>		<p align="center">SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA</p>		<p>SCI</p>	
PROJECT	CHK.	DATE	DWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.	20	
DWNG NO.	SCALE: AS INDICATED				
9322-73					



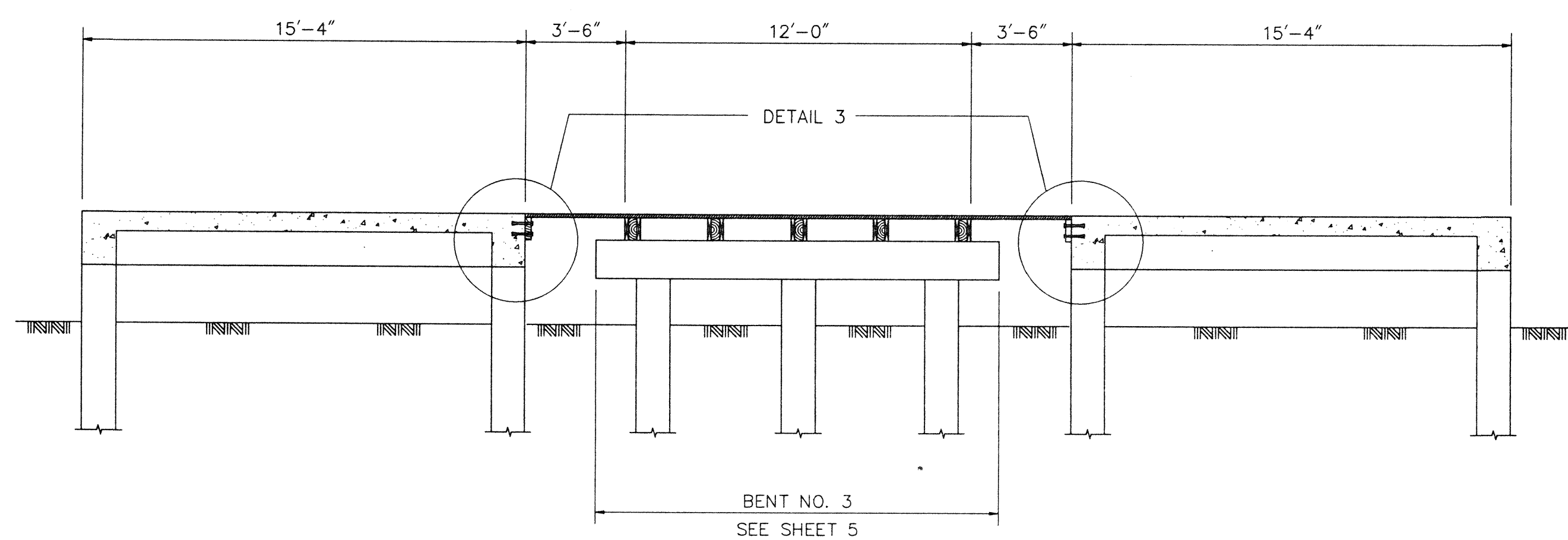
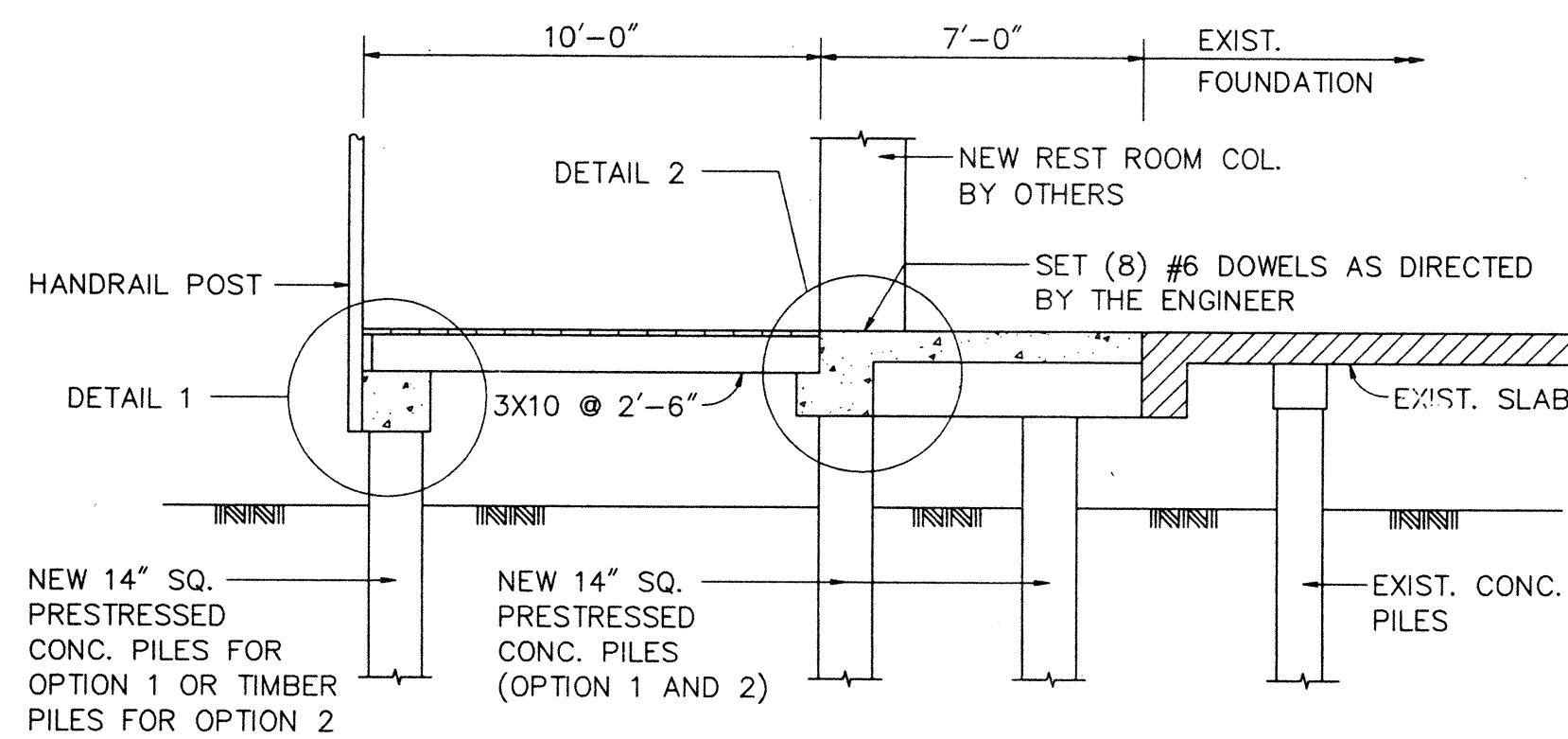
ALL BOLTS ARE 3/4" Ø
FURNISH W/HEAVY DUTY
WASHERS WHERE HEAD
OR NUT ARE ADJACENT
TO WOOD



DETAIL 3

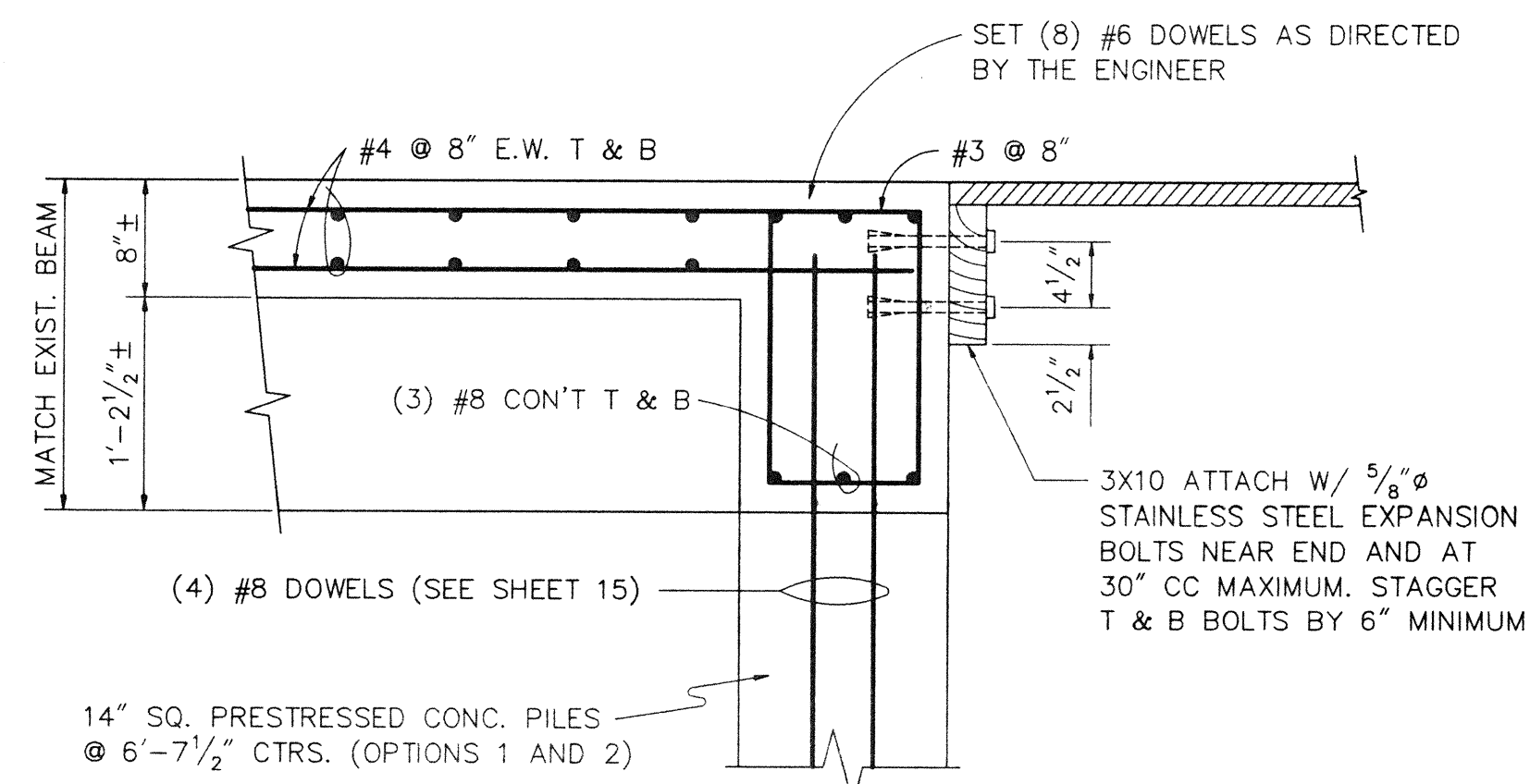
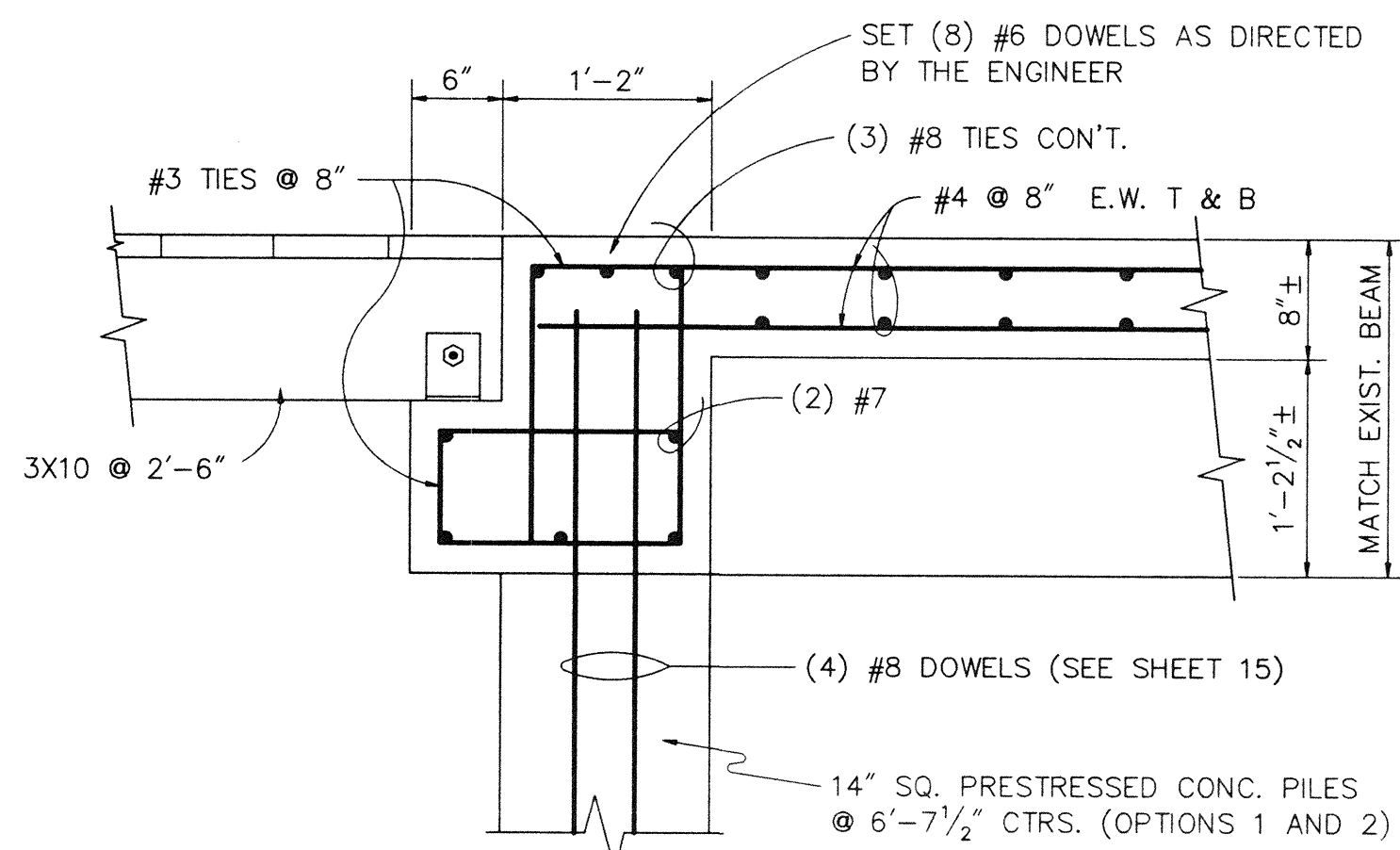
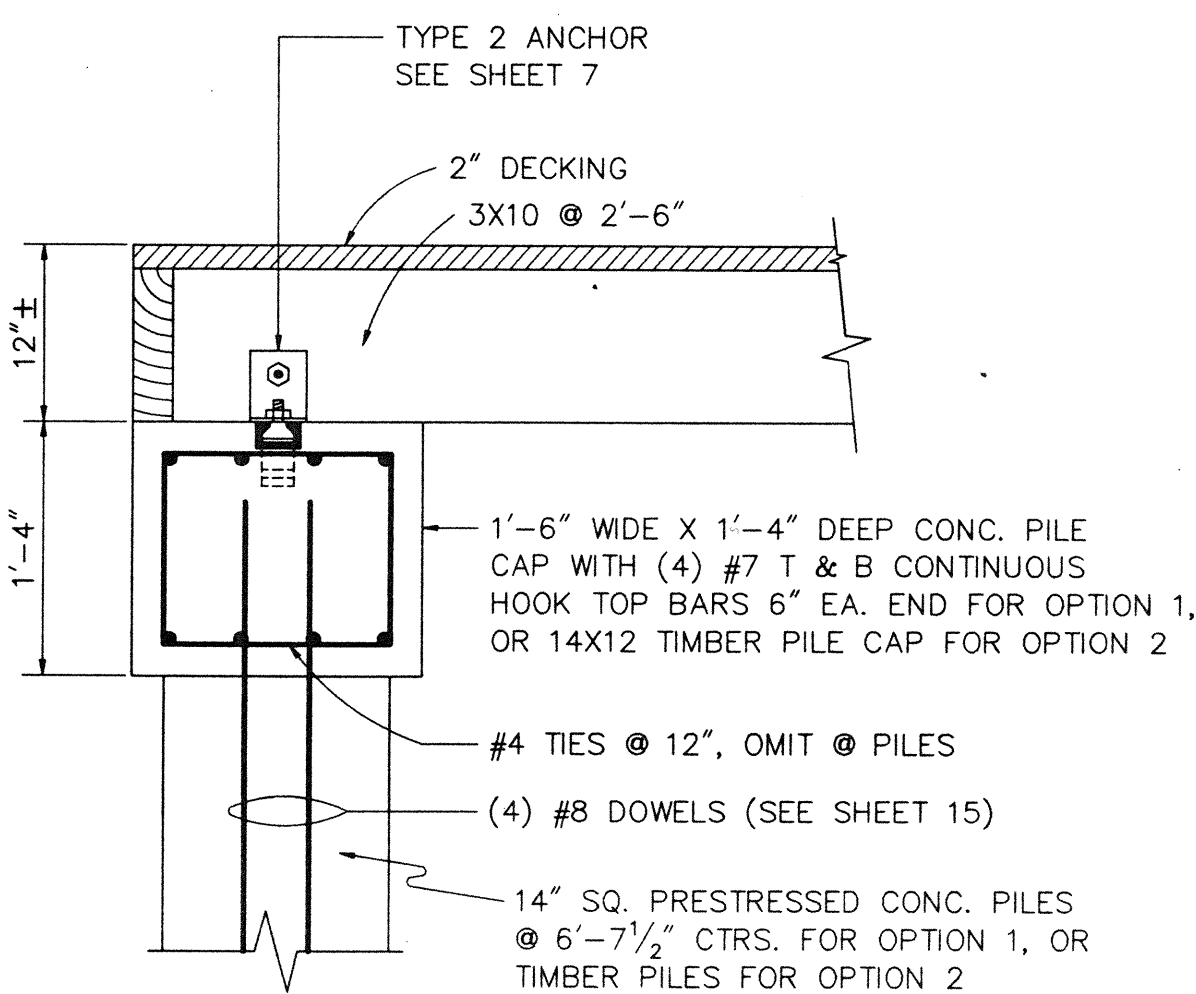


NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-STAIR PLANS, SECTIONS AND DETAILS				
BASE BID				
SCI		SUBOCEANIC CONSULTANTS INC. CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS NAPLES FLORIDA		
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	21
DWG. NO.		SCALE: AS INDICATED		
9322-74				



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

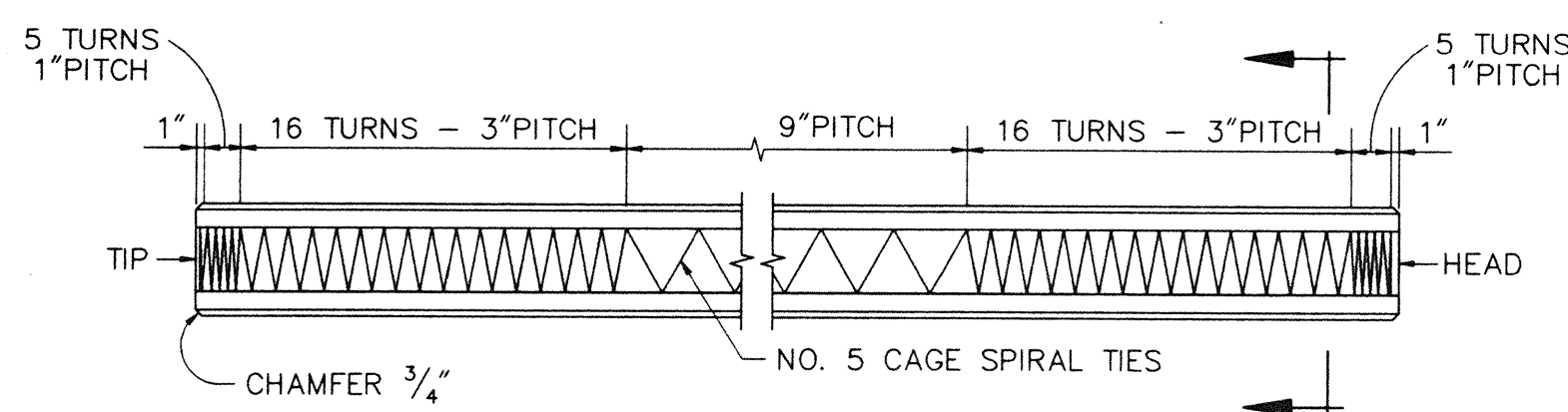
SECTION C
SCALE: 1/4"=1'-0"



DETAIL 1
SCALE: 1"=1'-0"

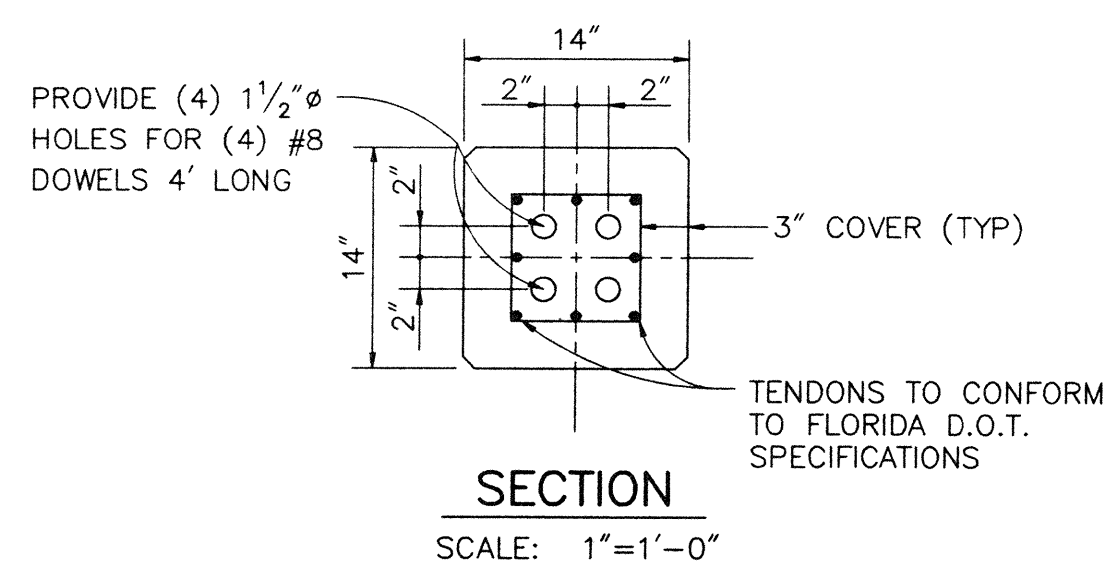
DETAIL 2
SCALE: 1"=1'-0"

DETAIL 3
SCALE: 1"=1'-0"



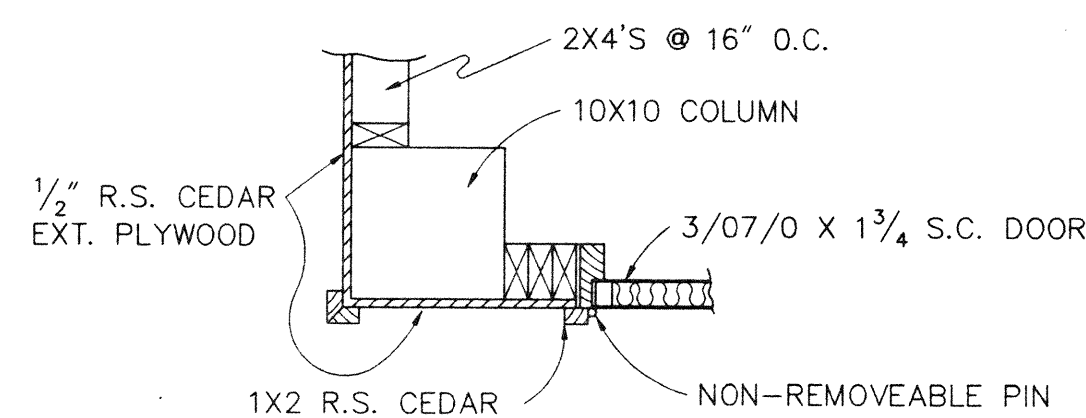
ELEVATION OF 14" X 14" PILE

SCALE: 1/2"=1'-0"
MAXIMUM LENGTH - 55' SINGLE POINT PICK-UP
MAXIMUM LENGTH - 75' DOUBLE POINT PICK-UP

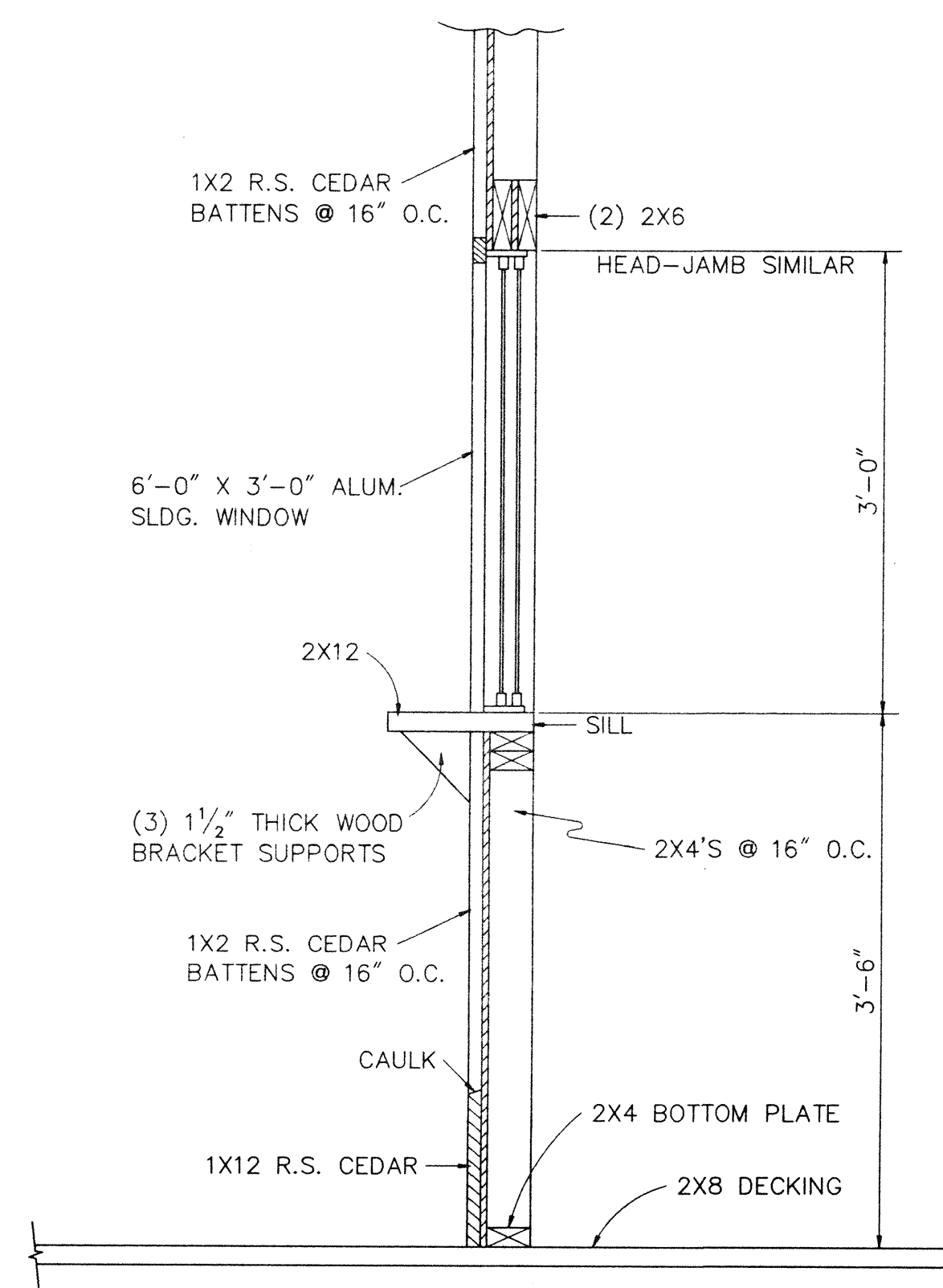


SECTION
SCALE: 1"=1'-0"

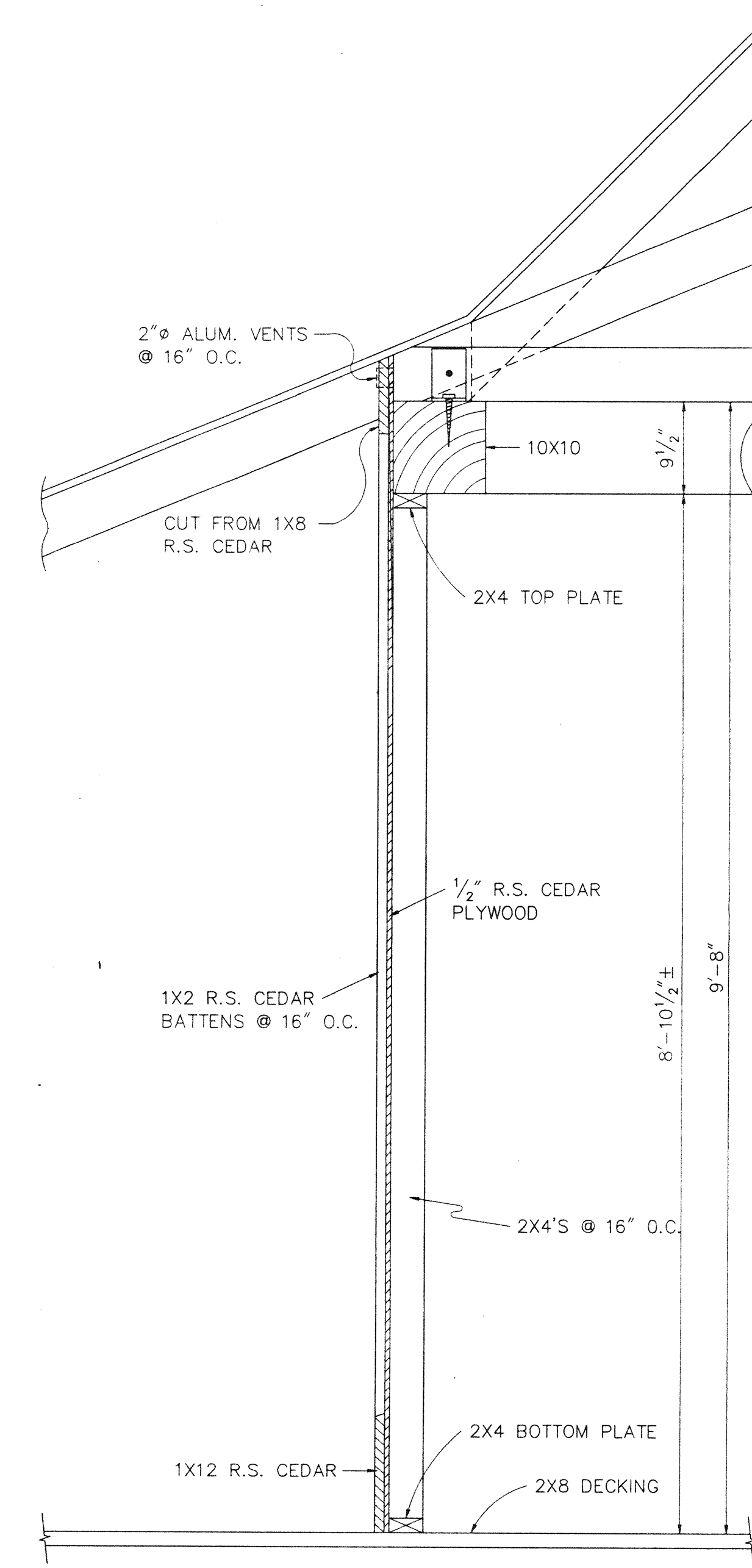
PRESTRESSED CONCRETE PILE DETAILS



JAMB DETAIL
SCALE: 1"=1'-0"

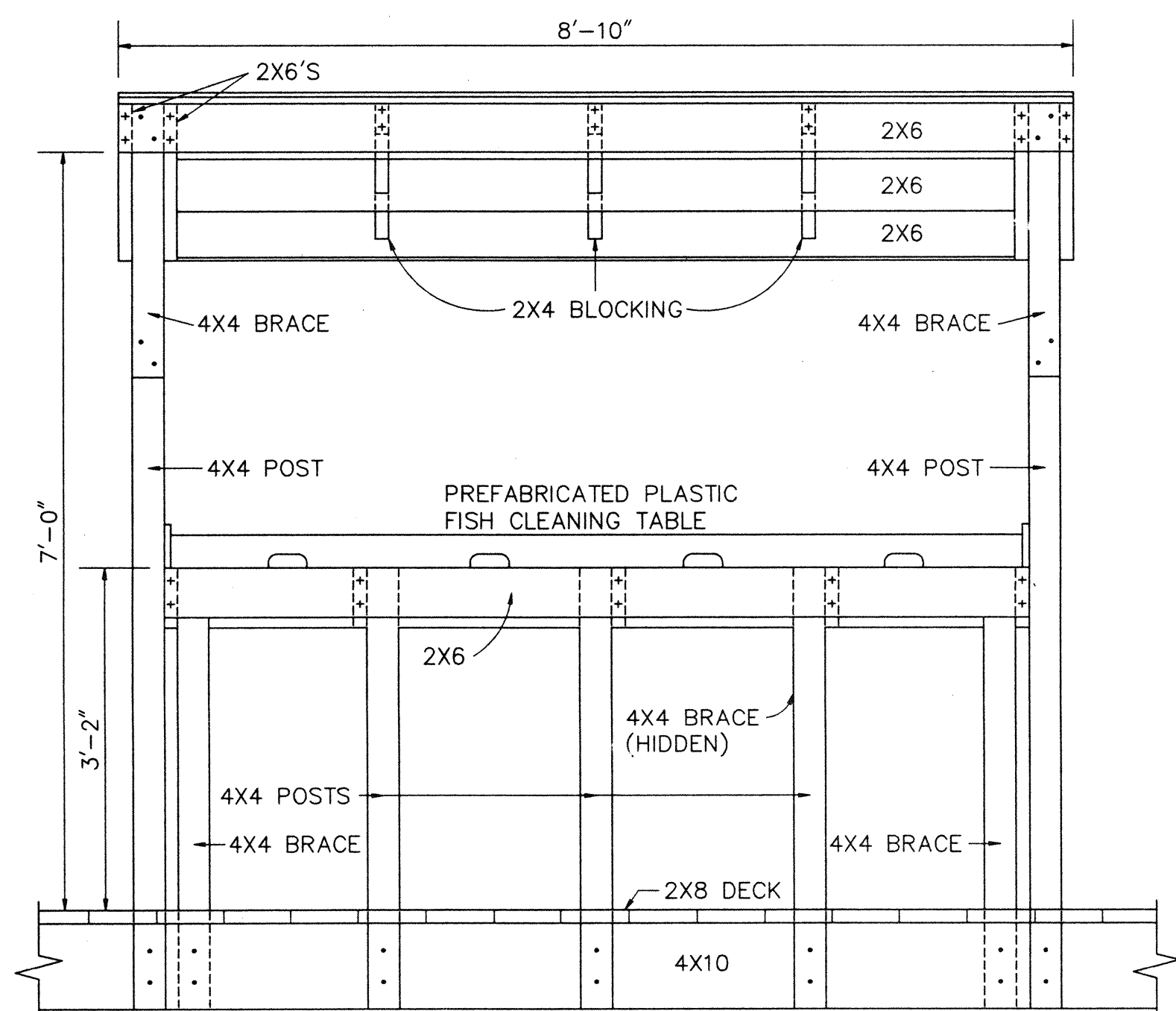


WINDOW DETAIL
SCALE: 1"=1'-0"



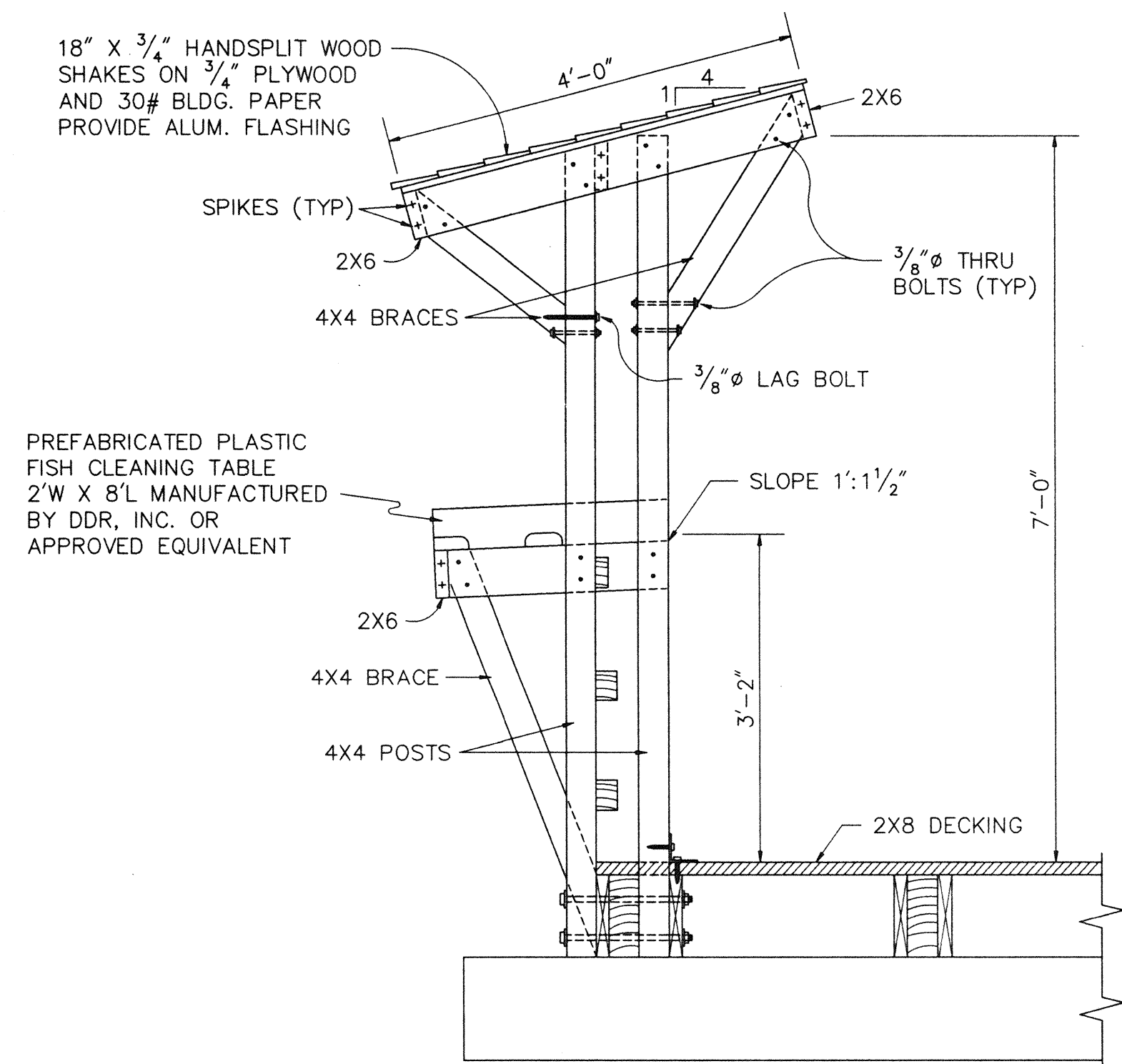
TYPICAL WALL SECTION
SCALE: 1"=1'-0"

NAPLES PIER RESTORATION PROJECT					
NEW CONSTRUCTION-MISCELLANEOUS SECTIONS AND DETAILS					
BASE BID AND ALTERNATE NO. 1					
SCI		SUBOCEANIC CONSULTANTS INC.		SCI	
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS					
NAPLES FLORIDA					
PROJECT	CHK.	DATE	DWN	SHEET	
93.22	R.A.C.	4/7/95	G.F.D.	22	
DWNG NO.		SCALE: AS INDICATED			
9322-75					



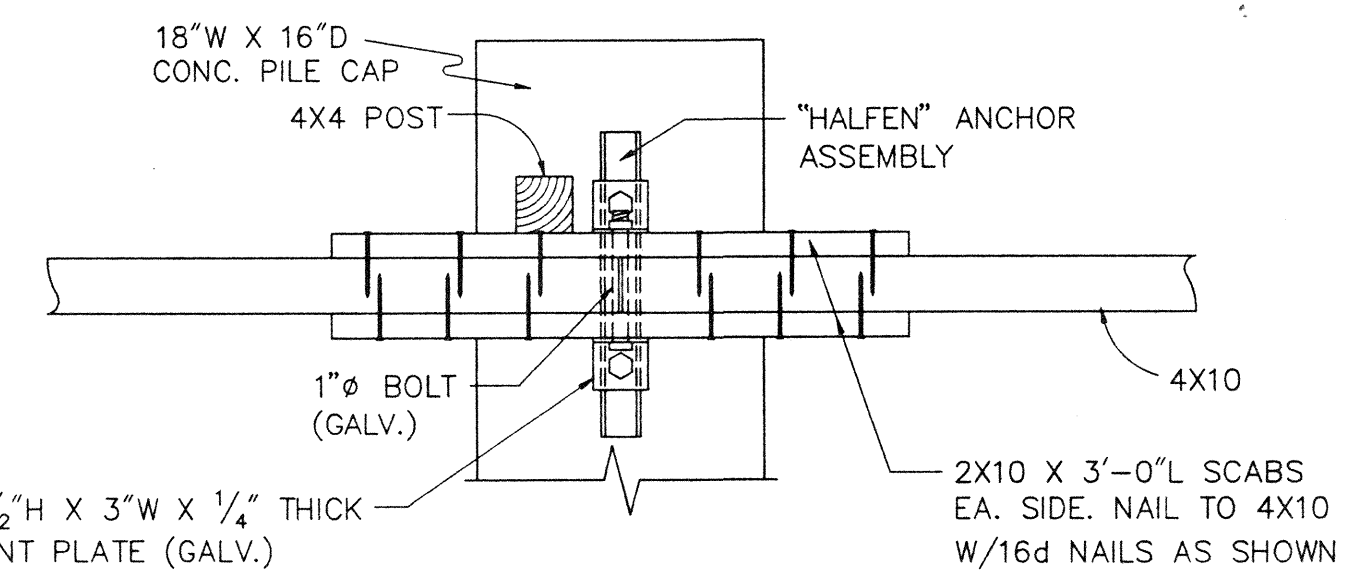
FRONT VIEW

SCALE: 3/4"=1'



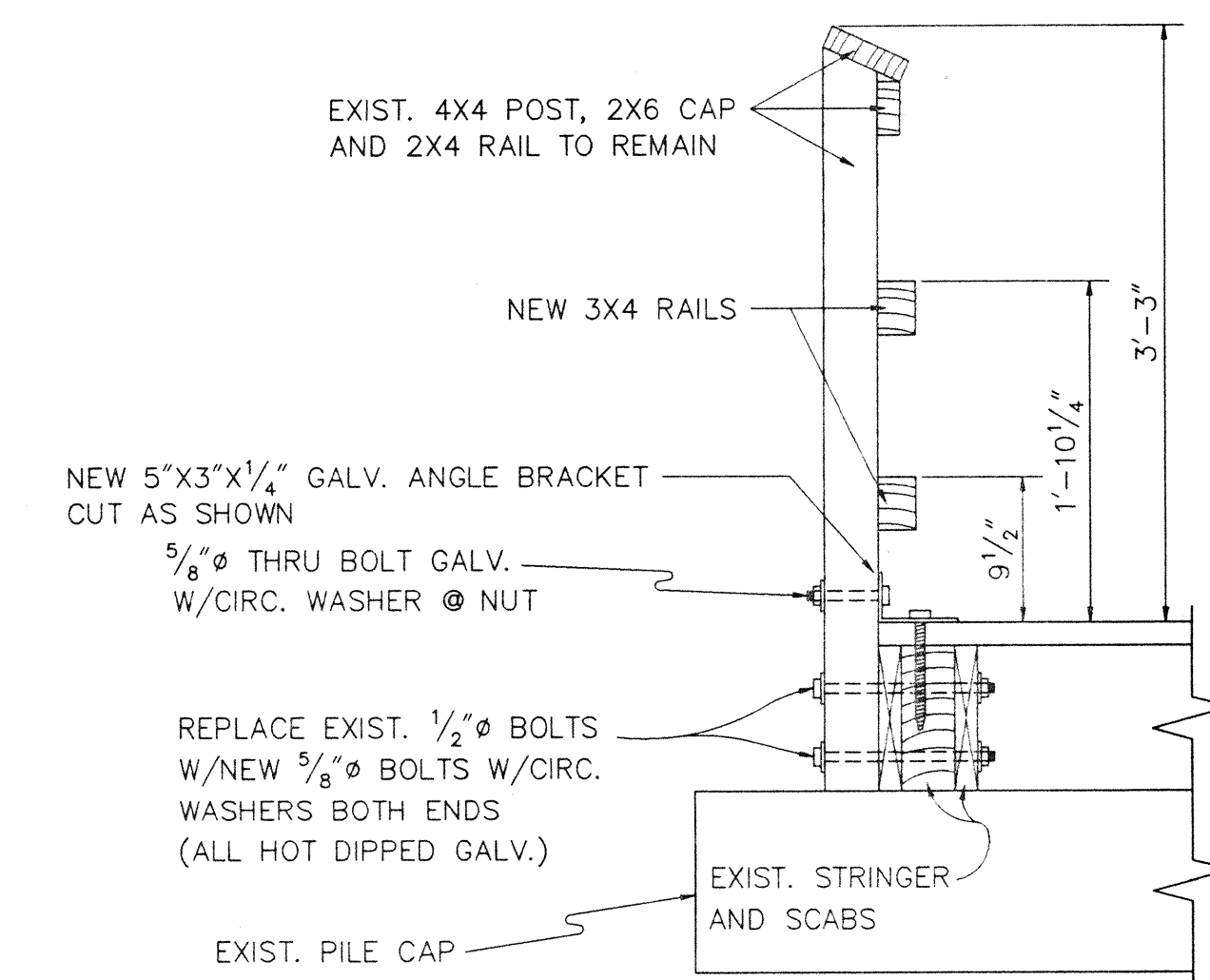
SIDE VIEW

SCALE: 3/4"=1'



PLAN

SCALE: 1"=1'-0"



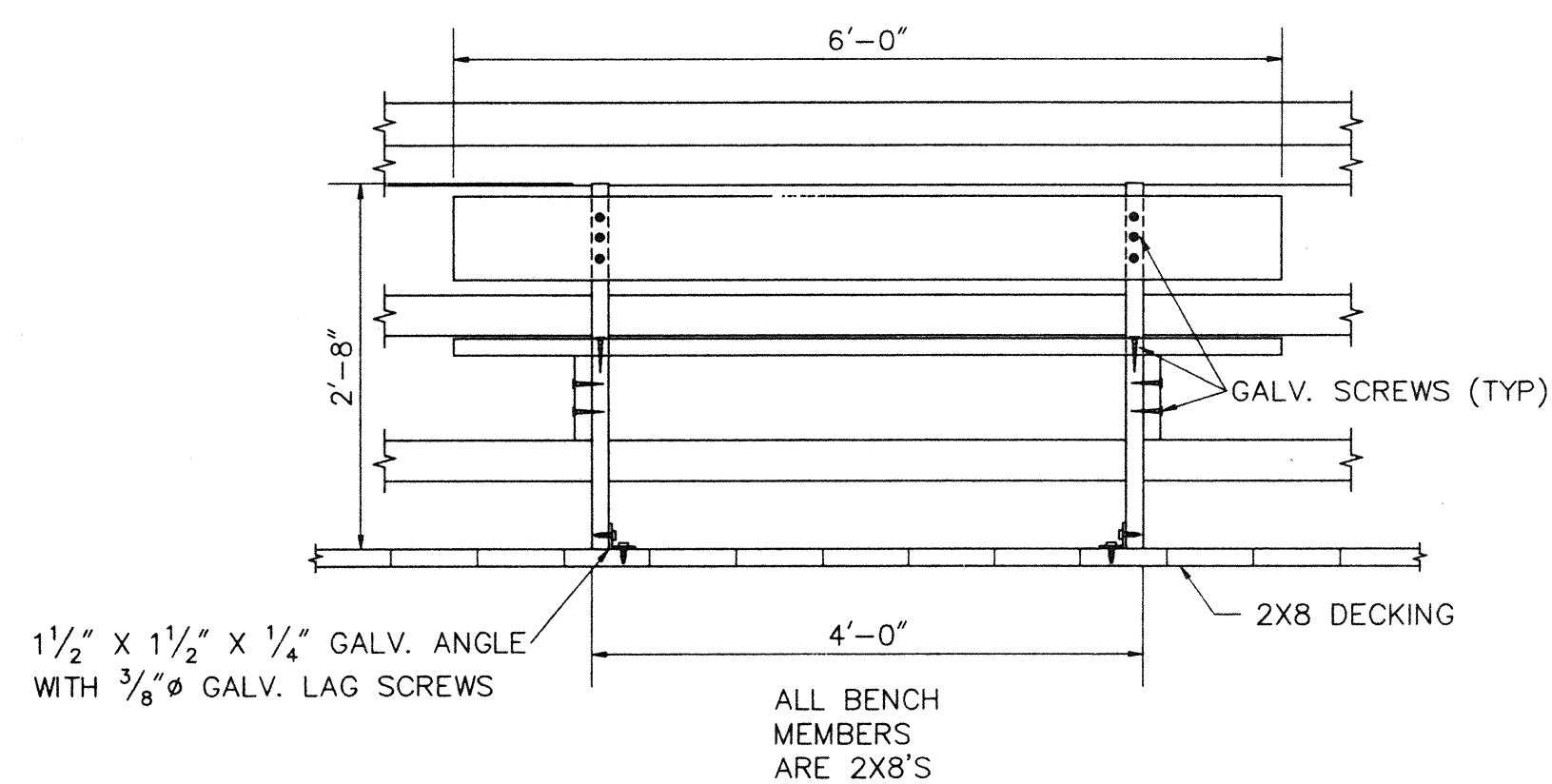
SIDE ELEVATION

SCALE: 1"=1'-0"

HANDRAIL DETAILS

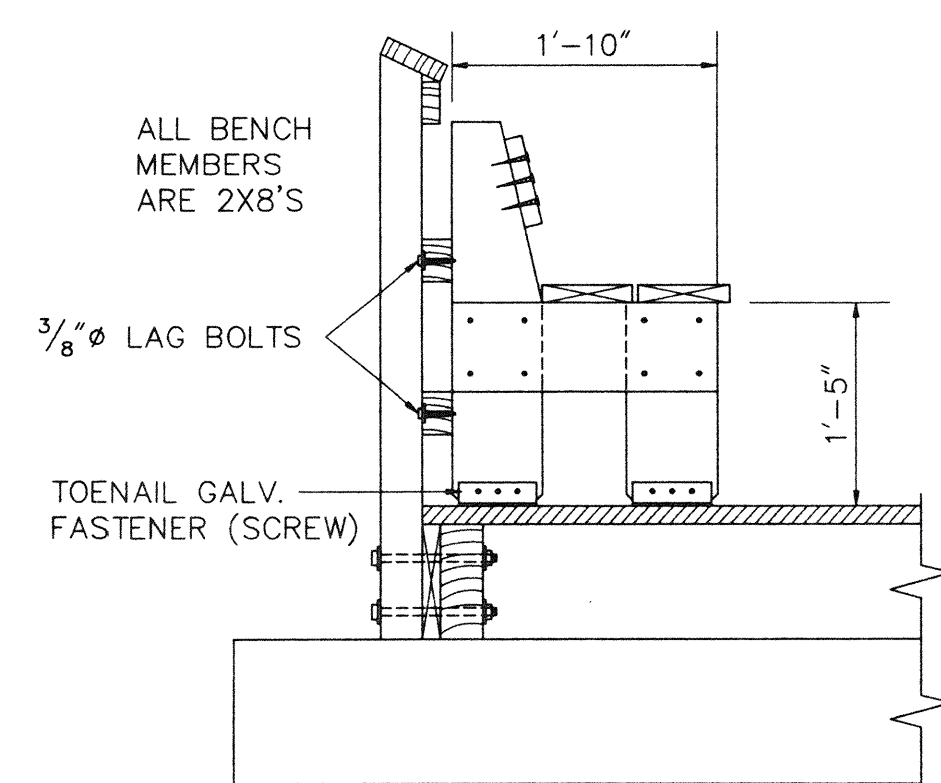
FISH CLEANING TABLE DETAILS (BASE BID)

(2) TOTAL-PLACED AS DIRECTED BY THE ENGINEER



FRONT VIEW

SCALE: 3/4"=1'

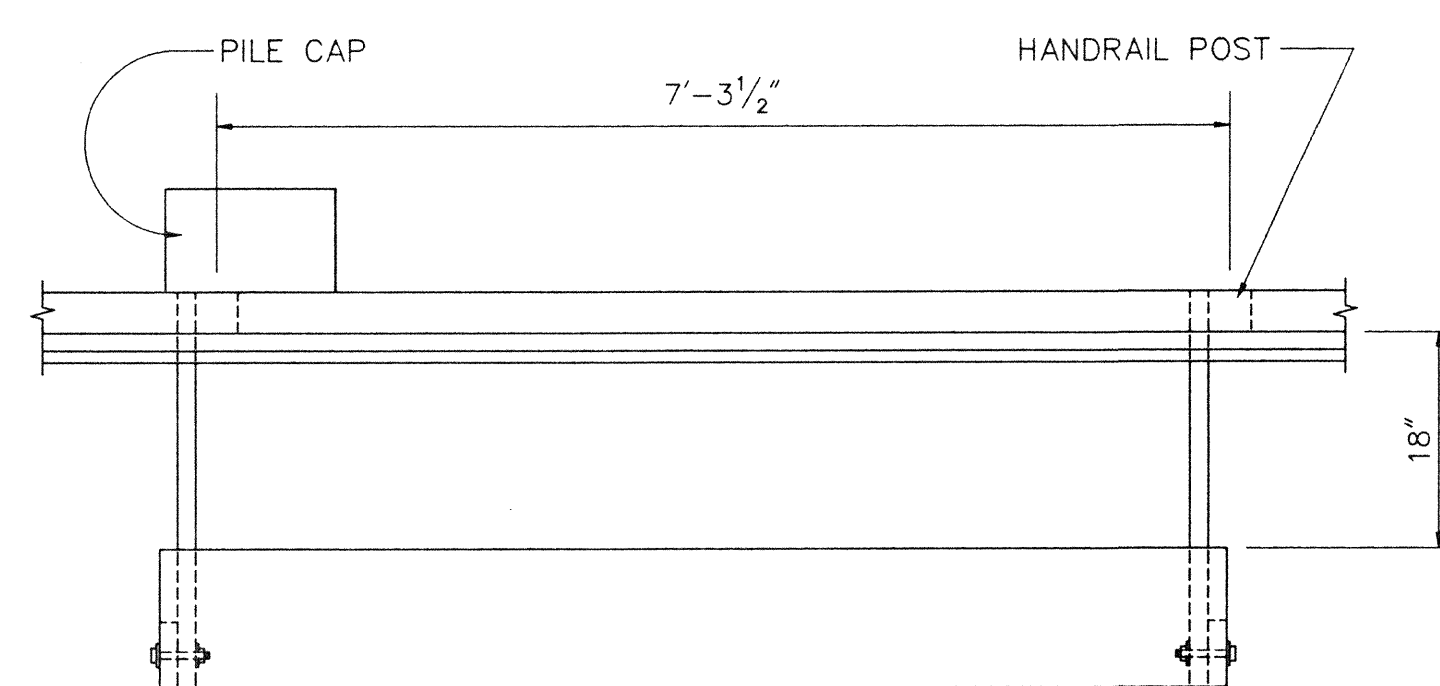


SIDE VIEW

SCALE: 3/4"=1'

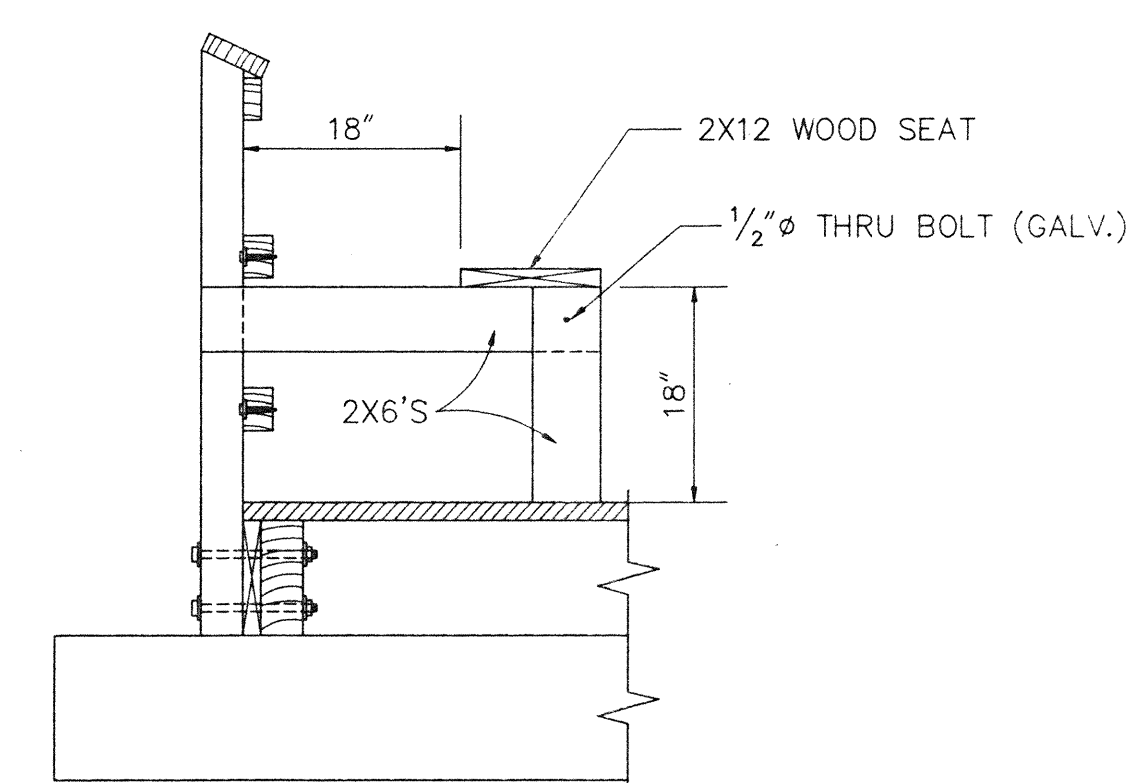
TYPE 1 BENCH DETAILS (BASE BID)

(12) TOTAL-PLACED AS DIRECTED BY THE ENGINEER



PLAN

SCALE: 3/4"=1'



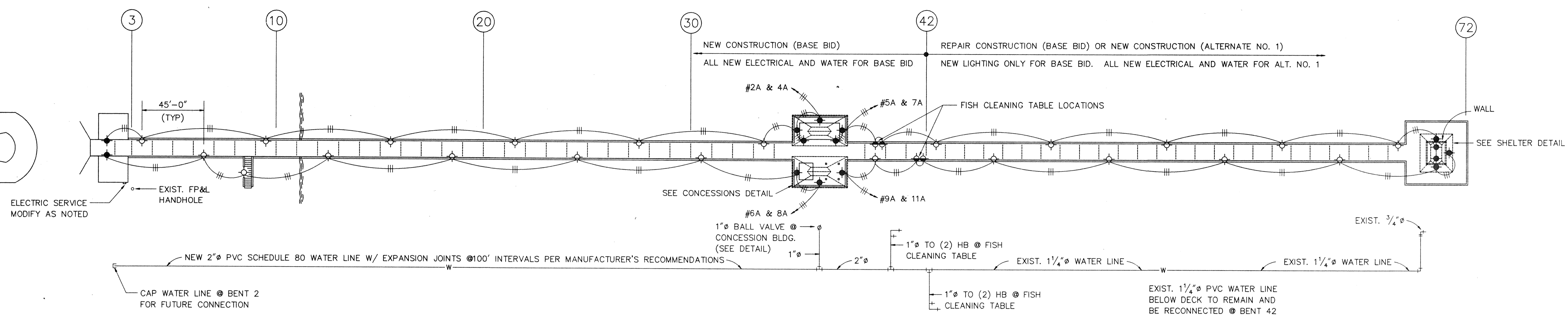
SIDE VIEW

SCALE: 3/4"=1'

TYPE 2 BENCH DETAILS (ALTERNATE 1)

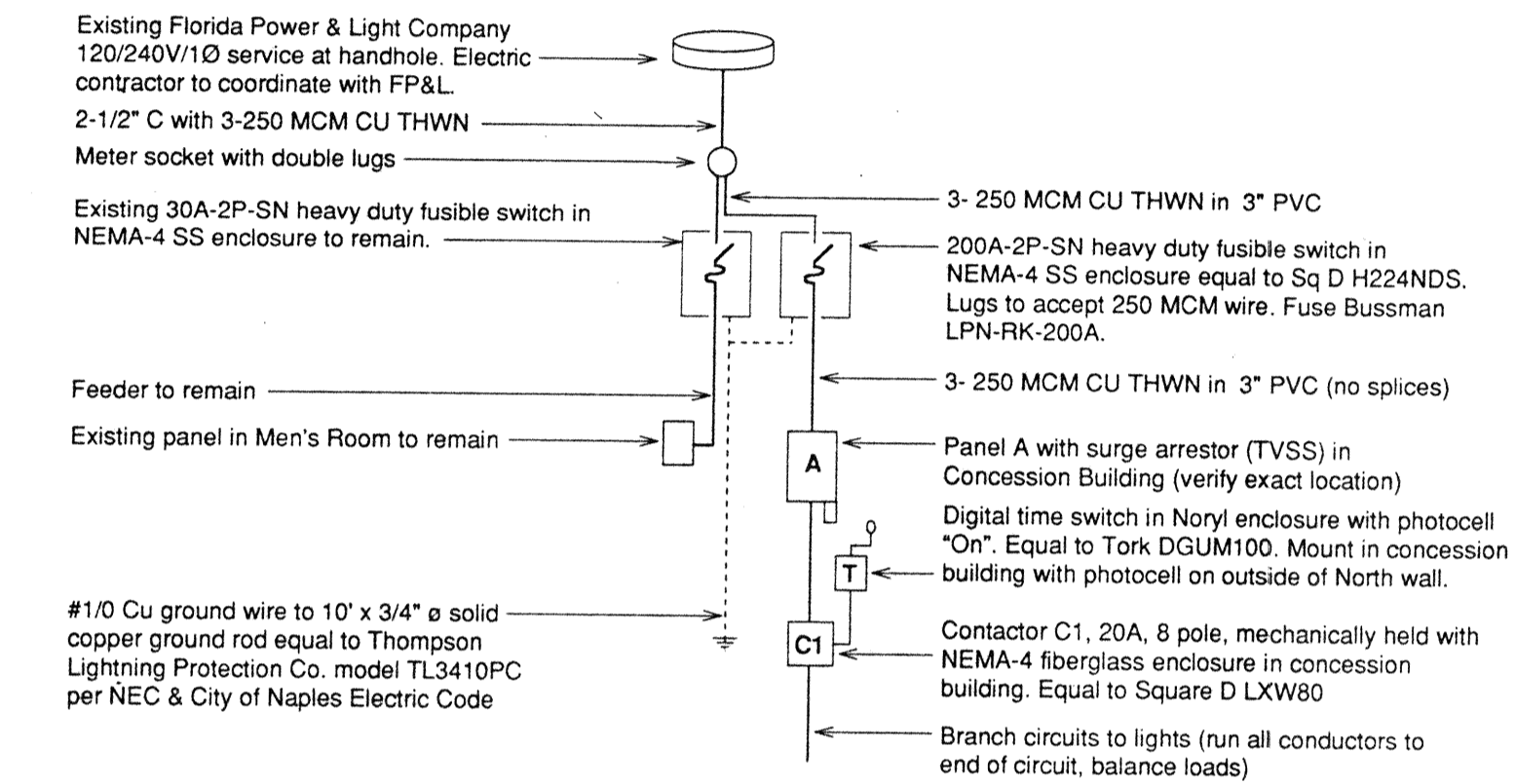
(9) TOTAL-PLACED AS DIRECTED BY THE ENGINEER

NAPLES PIER RESTORATION PROJECT				
NEW CONSTRUCTION-MISCELLANEOUS DETAILS				
BASE BID AND ALTERNATE NO. 1				
SCI		SUBOCEANIC CONSULTANTS INC.		
SCI		CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS		
SCI		NAPLES FLORIDA		
PROJECT	CHK.	DATE	DWN	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	
DWG. NO.	SCALE: AS INDICATED			23
9322-76				



ELECTRICAL AND WATER PLAN

SCALE: 1"=40'-0"



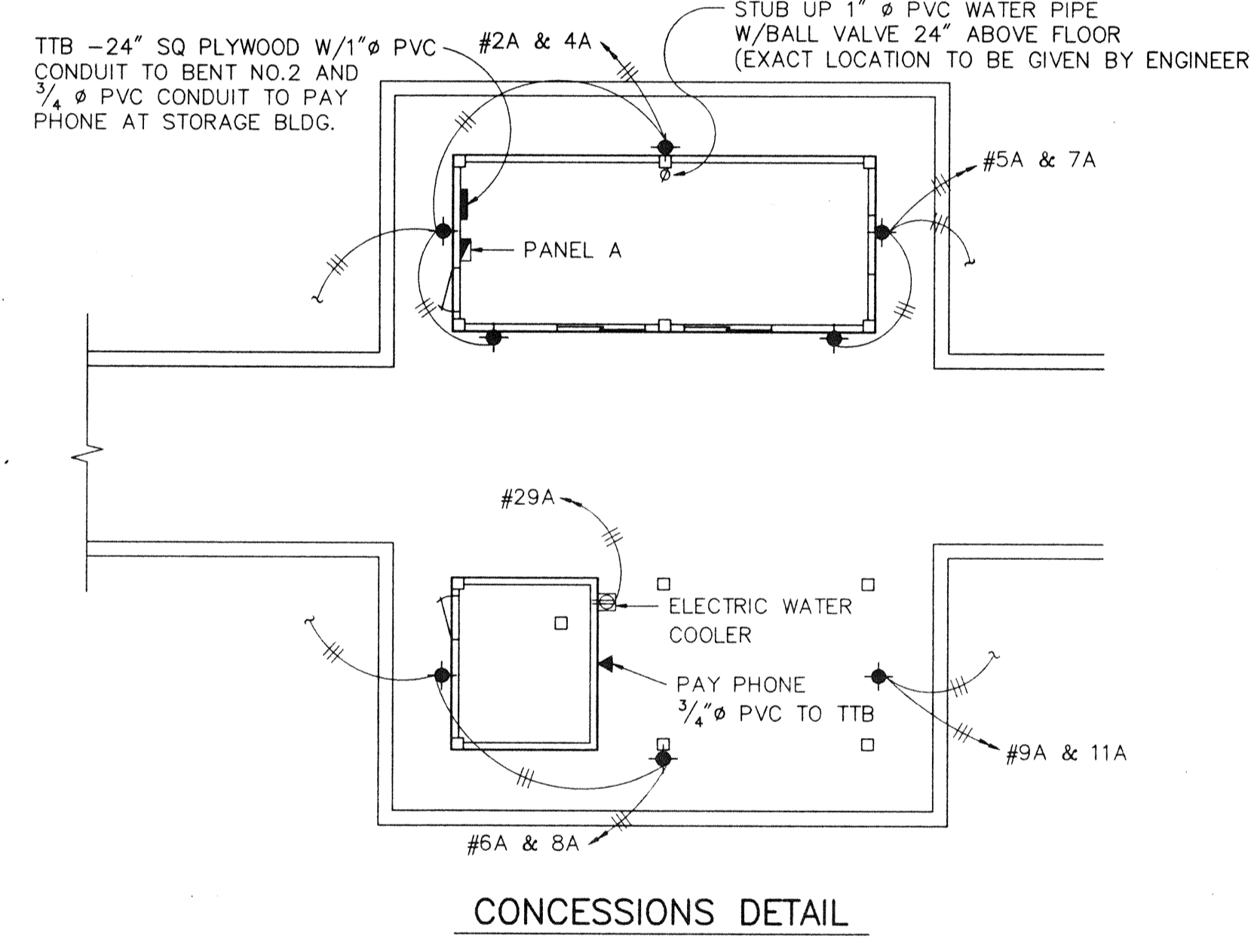
Single Line Diagram
All equipment is new except as noted
Not To Scale

Circuit	Poles	Load	Volts	VA	CB	Conductor	Conduit
1.3	2	Electric water heater	240	4500	30	future	future
2.4	2	Southeast pier lights (contactor C1)	240	1200	20†	3-#10	3/4"
5.7	2	Southwest pier lights (contactor C1)	240	1200	20†	3-#10	3/4"
6.8	2	Northeast pier lights (contactor C1)	240	1200	20†	3-#10	3/4"
9.11	2	Northwest pier lights (contactor C1)	240	1200	20†	3-#10	3/4"
10	1	Coffee maker	120	2400	30	future	future
12	1	Convection microwave #1	120	1800	20	future	future
13	1	Convection microwave #2	120	1800	20	future	future
14	1	Ice machine	120	1800	20	future	future
15	1	Cappuccino/expresso machine	120	1800	20	future	future
16	1	Double door refr./sandwich unit	120	1500	20	future	future
17	1	Rotisserie/hot dog cooker	120	1500	20	future	future
18	1	Soft serve ice cream/yogurt machine	120	1500	20	future	future
19	1	Low boy refrigeration unit	120	1800	20	future	future
20	1	Double door freezer unit	120	1800	20	future	future
21	1	Low boy ice cream display (freezer)	120	1800	20	future	future
22	1	Countertop cookie/bread warmer	120	1800	20	future	future
23	1	Soda fountain dispensers	120	400	20	future	future
24	1	Concession lights	120	800	20	future	future
25	1	Bait tank pump (3/4 HP)	120	1800	20	future	future
26	1	Receptacles	120	800	20	2-#10	3/4"
27	1	Receptacles	120	800	20	future	future
28	1	Receptacles	120	800	20	future	future
29	1	Electric water cooler	120	200	20	2-#12	1/2"
30-39	1 ea	Space only	120	-	-	-	-
41	1	Space only	120	-	-	-	-
40,42	2	Transient voltage surge suppressor	240	0	30	inc.	inc.
VA Connected =			35900				

SCHEDULE

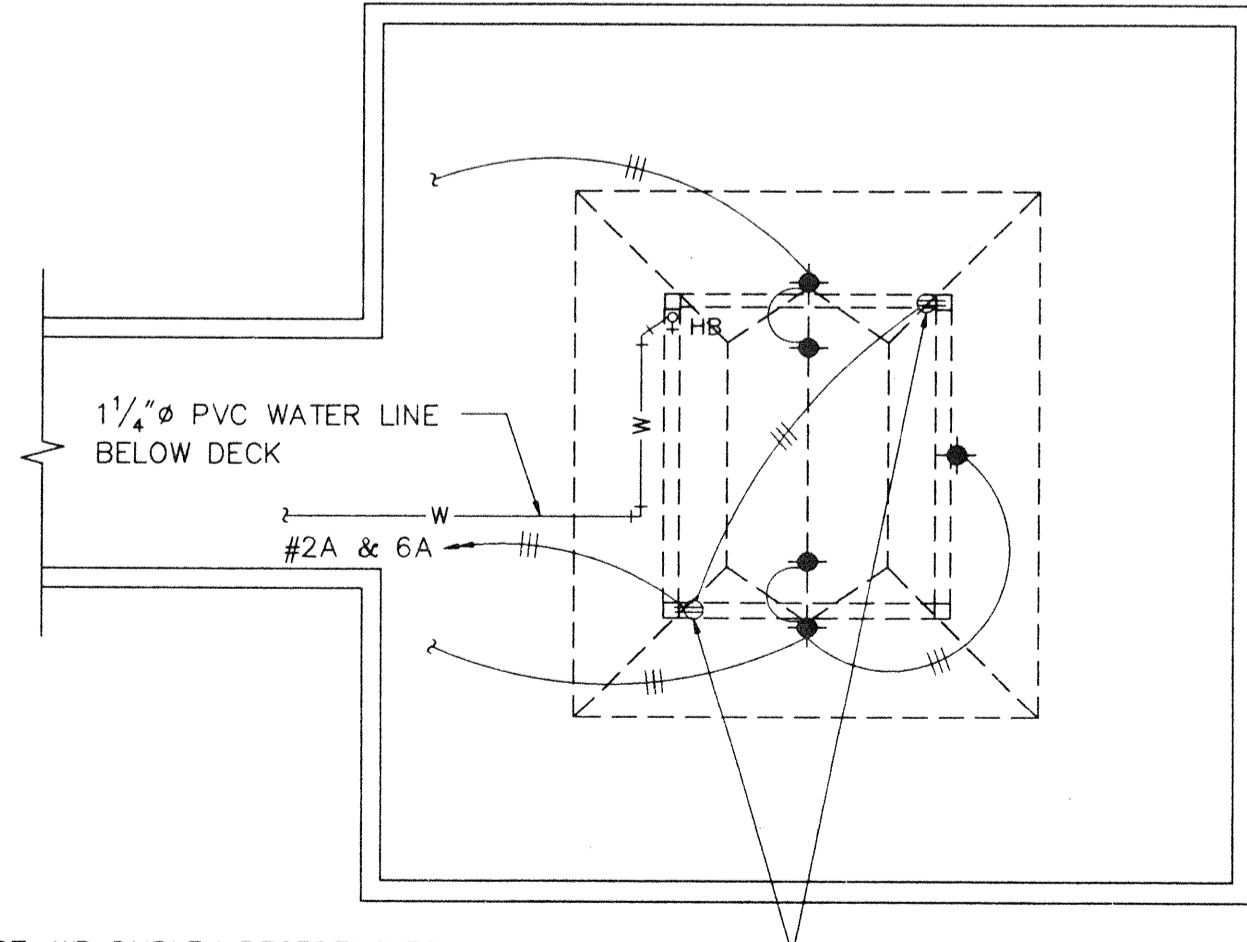
FIXTURE SYMBOL	MANUFACTURER	STOCK NUMBER	NO. OF FIXTURES	LIGHT WATTAGE	LIGHT TYPE	TYPE OF MOUNT	MOUNTING HEIGHT
◆	VOIGT LIGHTING INDUSTRIES, INC.	0-111-L, SOX-18	22	18	LP SODIUM	RAIL	2'-1 1/2"
◆			15	18	LP SODIUM	WALL	8'-0"
* ◆	WF HARRIS LIGHTING	30-OW 28PLC	4	28	COMPACT FLUORESCENT	CEILING	6'-10"

* LIGHT TO BE CONTROLLED BY INFRARED OCCUPANCY SENSOR TO PREVENT UNATTENDED OPERATION



CONCESSIONS DETAIL

SCALE: 1"=10'-0"

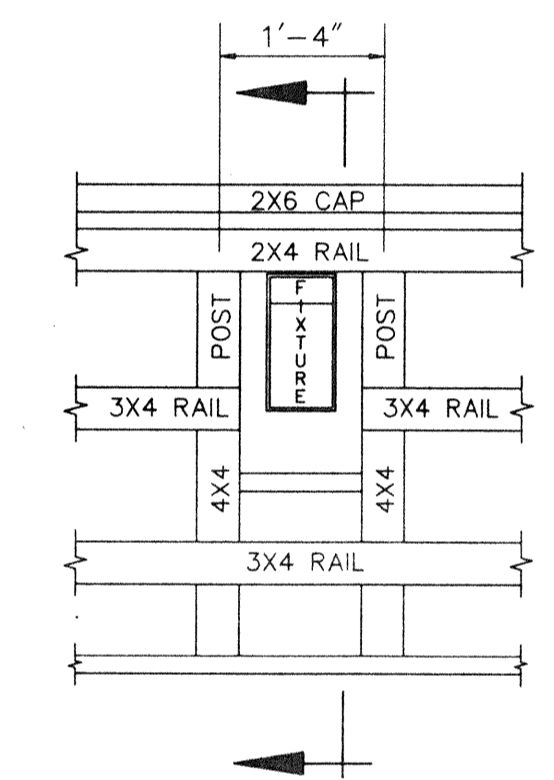


SHELTER DETAIL

SCALE: 1"=10'-0"

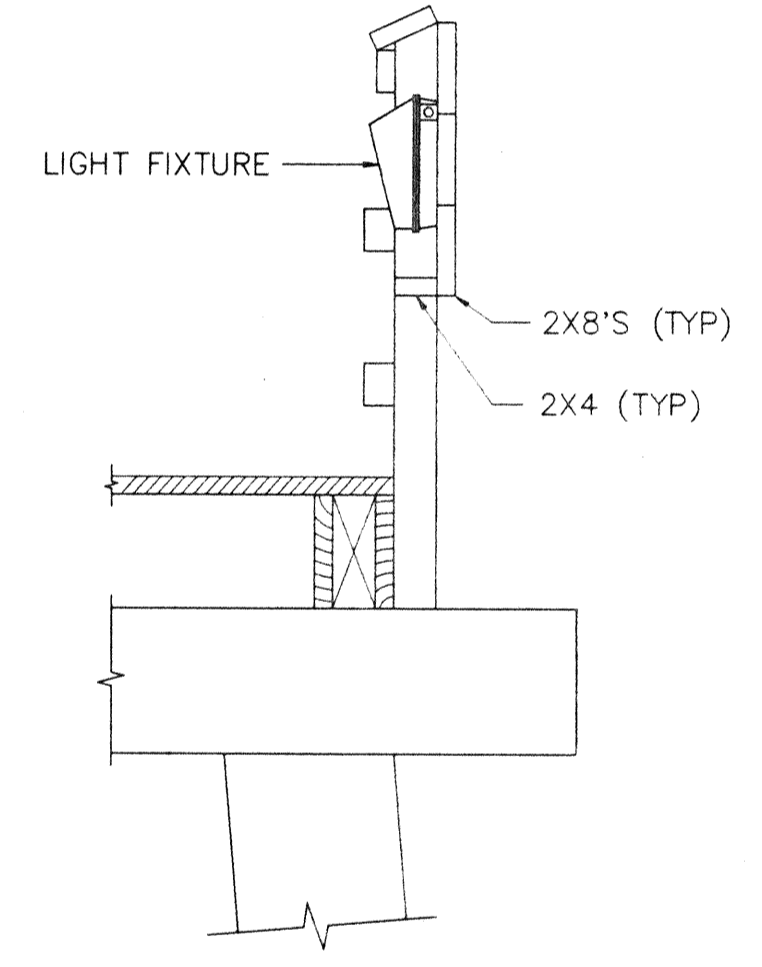
EXIST. WP DUPLEX RECEPTACLES TO REMAIN AND BE RECONNECTED IN BASE BID OR TO BE REPLACED IN ALTERNATE NO. 1 (#2A & 6A)

LIGHT FIXTURES AND THEIR WIRING TO BE NEW FOR EITHER BASE BID OR ALTERNATE BID NO. 1
DUPLEX RECEPTACLES AND WATER LINE W/H ARE EXISTING AND ARE TO REMAIN AND BE RECONNECTED FOR BASE BID OR TO BE NEW FOR ALTERNATE NO. 1



FRONT VIEW

SCALE: 3/4"=1'



SECTION

SCALE: 3/4"=1'

RAIL MOUNT DETAIL

ATTACH LIGHT FIXTURE BACK BOX W/(2) 2 1/2" SS SCREWS W/SS WASHERS (SEAL THREADS AND HOLES W/RTV SEALANT)

USE HEAT FORMED SCHEDULE 80 UV RESISTANT PVC CONDUIT W/PVC STRAPS AT 18" O.C. (MAX.) W/(2) 1 1/2" X #10 SS SCREWS EA. STRAP.

COMPLETE ONE SAMPLE FIXTURE INSTALLATION FOR APPROVAL PRIOR TO STARTING ANY ADDITIONAL INSTALLATIONS. NO EXTRA COSTS ARE ALLOWED FOR SAMPLE INSTALLATION.

NAPLES PIER RESTORATION PROJECT
ELECTRICAL AND WATER PLANS AND DETAILS
BASE BID AND ALTERNATE NO. 1

SCI SUBOCEANIC CONSULTANTS INC.
CIVIL, OCEAN, and COASTAL ENGINEERS - DIVERS
NAPLES FLORIDA

Electric & Lighting
Jeff E. Hassel, P. E., Inc.
501 Goodlette Road North, Suite B304
Naples, Florida 33940
(813) 262-8241 Job No. H-9501

PROJECT	CHK.	DATE	DWN.	SHEET
93.22	R.A.C.	4/7/95	G.F.D.	24

SCALE: AS INDICATED

SCHEDULE OF VALUES - REVISED

ITB 24-011

Naples Pier Reconstruction - ITB

TH #: 1550.06

BIDDER:					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1	Mobilization/Demobilization	LS	1		
2	Surveys	LS	1		
3	Demolition and upland disposal	LS	1		
4	Artificial Reef Disposal	PT,PM*	32,000		
5	Artificial Reef Debris Prep	HR*	300		
6	Concrete Test Piles (10)	LF	1,000		
7	Concrete Production Piles	LF	15,500		
8	Sacrificial Lateral Load Test Piles (2)	LF	200		
9	Cast in Place Concrete Substructure	CY	602		
10	Framing and Attachments - Main Deck	SF	19372		
11	Framing and Attachments - Raised Observation Deck	SF	1188		
12	Underwater Camera Box	LS	1		
13	Decking	SF	19372		
14	Standard Rail	LF	1255		
15	ADA Rail	LF	482		
16	Guard Rail	LF	850		
17	Guard Rail with Grab Bar	LF	81		
18	End Pavilion Roof	SF	1792		
19	Mid Pavilion Roofs	SF	2357		
20	Concession Building, Storage	LS	1		
21	Concession Area Roof Additions	SF	2096		
22	Restroom Renovations and Existing Roof Renovations	LS	1		
23	Food Service	LS	1		
24	Showers and Dining Area	LS	1		

EXHIBIT D - REVISED SCHEDULE OF VALUES

25	Sand Catch Slab	LS	1		
26	Relocate Camera Pole	LS	1		
27	Beach Access Ramp	SF	219		
28	Gates	LS	1		
29	IPE Benches	EA	87		
30	Fish Cleaning Stations	EA	2		
31	Electrical Infrastructure and Receptacles	LS	1		
32	Rail Mounted Lights	EA	318		
33	Pavillion Roof Lighting	LS	60		
34	Fire Protection System	LS	1		
35	Potable Water	LS	1		
				TOTAL COST	

WRITTEN COST \$

NOTES: *These
quantities are estimated. Actual quantities will be determined during construction. IF ANY
ROCK PUNCHING/ DRILLING SHOULD BE REQUIRED PERMITTEE OR ENGINEER MUST BE NOTIFIED PRIOR TO
COMENCEMENT. ROCK IS DEFINED AS UNDISTURBED CAP ROCK.

OPTIONS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
A	Concrete Test Piles (4) - 14" pile alternate	LF	1000		
B	Concrete Production Piles - 14" pile alternate	LF	15500		
C	Concrete Disposal at Landfill (alternative to 6 & 7 above)	PT	2000		
D					
E					

CONTRACTOR NOTES:

EXHIBIT D - REVISED SCHEDULE OF VALUES

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ___ NO ___

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: ___% ___ Days; Net 30 Days			

Company Name: _____

EIN: _____

Email: _____

Name and Title of individual completing this schedule:

(Printed Name) (Title)

X _____
(Signature) (Date)

EXHIBIT E - WAIVER AND RELEASE OF CLAIM OR LIEN FORM

WAIVER AND RELEASE OF CLAIM OR LIEN UPON PROGRESS PAYMENT

The undersigned, in consideration of the sum of \$ AMOUNT, hereby waives and releases its claims and right to a claim or a lien for labor, services, or materials furnished through DATE to the City of Naples, a Florida municipality corporation, on the job of NAME OF OWNER to the following property:

Street Address: _____

Folio Number: _____

The waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on _____, 20__

Signature: _____

Print Name: _____

Company: _____

Street: _____

City, State, Zip: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by

_____, who is personally known to me or has produced

_____ as proof of identity, and did take an oath.

Signature of Person Taking Acknowledgement

[NOTARIAL SEAL]

Print Name

File Number: _____

EXHIBIT E - WAIVER AND RELEASE OF CLAIM OR LIEN FORM

WAIVER AND RELEASE OF CLAIM OR LIEN UPON FINAL PAYMENT

The undersigned, in consideration of the final payment in the amount of \$ AMOUNT, hereby waives and releases its claims and right to a claim or a lien for labor, services, or materials furnished to the City of Naples, a Florida municipality corporation, on the job of NAME OF OWNER to the following property:

Street Address: _____

Folio Number: _____

DATED on _____, 20__

Signature: _____

Print Name: _____

Company: _____

Street: _____

City, State, Zip: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by

_____, who is personally known to me or has produced

_____ as proof of identity, and did take an oath.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgement

Print Name

File Number: _____

EXHIBIT E - WAIVER AND RELEASE OF CLAIM OR LIEN FORM

CONTRACTOR'S PARTIAL PAYMENT AFFIDAVIT

State of Florida
County of Collier

Property Address: _____
Folio Number: _____

Before me, the undersigned authority, personally appeared NAME OF AFFIANT, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the TITLE, of BUSINESS NAME, which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with OWNER/CLIENT, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining payment from the Owner in the amount of \$ AMOUNT.
4. All work to be performed through DATE OF PAY REQUEST has been fully completed, and all lienors under the direct contract through the above mention date have been paid in full, except the following listed lienors:

Signed, sealed, and delivered this ____ day of _____, ____.

Signature: _____

Print Name: _____

Company: _____

Street: _____

City, State, Zip: _____

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as proof of identity, and did take an oath.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgement

Print Name

EXHIBIT E - WAIVER AND RELEASE OF CLAIM OR LIEN FORM

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

State of Florida
County of Collier

Property Address: _____
Folio Number: _____

Before me, the undersigned authority, personally appeared NAME OF AFFIANT, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. He or she is the TITLE, of BUSINESS NAME, which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with OWNER/CLIENT, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ AMOUNT.
4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Signed, sealed, and delivered this ____ day of _____, ____.

Signature: _____

Print Name: _____

Company: _____

Street: _____

City, State, Zip: _____

STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as proof of identity, and did take an oath.

[NOTARIAL SEAL]

Signature of Person Taking Acknowledgement

Print Name