COMPREHENSIVE AGREEMENT

This Comprehensive Agreement is entered into this _____ day of _____ 2021, by and between the **CITY OF FORT LAUDERDALE**, **FLORIDA**, a Florida municipal corporation ("CITY"), and **HENSEL PHELPS CONSTRUCTION CO., GP**, a Delaware General Partnership authorized to transact business in the State of Florida, d/b/a/ **HENSEL PHELPS CONSTRUCTION** ("HENSEL PHELPS"), collectively as "Party" or "Parties," pursuant to Section 255.065(7), Florida Statutes:

RECITALS

WHEREAS, the CITY holds all right, title or interest in the real property at 501 Seabreeze Boulevard and described as Fort Lauderdale Aquatic Complex ("Property") and located in the City of Fort Lauderdale, Florida, commonly known as the site of the Aquatic Center, and which is more legally described as follows:

> PARCEL "A", INTERNATIONAL SWIMMING HALL OF FAME COMPLEX PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 138, PAGE 19 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

WHEREAS, HENSEL PHELPS is the Design-Builder currently operating at the Fort Lauderdale Aquatic Complex under a Design-Build Interim Agreement dated August 18, 2020; and

WHEREAS, on October 22, 2019, the CITY received an unsolicited proposal from HENSEL PHELPS pursuant to Section 255.065, Florida Statutes, to design and construct a South Building Locker Room Facility ("FLAC South Building") at the Fort Lauderdale Aquatic Complex, as more particularly described in its unsolicited proposal; and

WHEREAS, pursuant to Resolution No. 19-227, the City Commission, at its meeting on November 5, 2019, determined that the unsolicited proposal submitted by HENSEL PHELPS serves a public purpose as a recreational, sporting, and cultural facility which will be used by the public at large or in support of an accepted public purpose or activity, and as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes; and

WHEREAS, after the November 5, 2019 Regular Commission meeting, the CITY publicly advertised the unsolicited proposal and requested alternate proposals from November 15, 2019 through November 21, 2019, and did not receive alternate proposals by December 6, 2019, a period of 21 days, in accordance with Section 255.065(5)(c), Florida Statutes, the CITY was authorized to commence negotiations for a Comprehensive Agreement with HENSEL PHELPS, encompassing therein the development, improvement, design, and construction of portions of the Property; and

WHEREAS, the CITY has determined that Qualifying Project shall serve a public purpose, insofar as the benefits to the local community of having a state-of-the-art FLAC South Building at the Fort Lauderdale Aquatic Complex is in the public's interest, including, but not limited to, the creation of new jobs, increased tourist trade and promotional opportunities, direct and indirect tax revenues, the enhancement of the community's image, and the creation of facilities for public use; and

WHEREAS, the CITY has determined that it is in the public's best interest to expand the Fort Lauderdale Aquatic Complex by replacing the existing South Locker Room Building, to expand the recreational opportunities afforded to the greater Fort Lauderdale community, with the proposed FLAC South Building; and

WHEREAS, because of the aforementioned benefits to the community, the CITY and HENSEL PHELPS have agreed to undertake development of the FLAC South Building to complement and facilitate the aforementioned uses of the Property as more particularly described in this Comprehensive Agreement ("Qualified Project"); and

WHEREAS, at its regular meeting of May 18, 2021, the City Commission unanimously approved the Qualified Project and this Comprehensive Agreement in accordance with Section 255.065(5)(c), Florida Statutes; and

WHEREAS, the CITY and HENSEL PHELPS desire to enter into this Comprehensive Agreement to supersede and replace all agreements now existing between then, both oral and written, effective as of the Effective Date;

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the CITY and HENSEL PHELPS agree as follows:

ARTICLE 1. DEFINITIONS

1.1 "Agreement" means this Comprehensive Agreement as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

- 1.1.1 EXHIBIT A: Basis of Design/Owner's Program
- 1.1.2 EXHIBIT B: Clarifications & Assumptions
- 1.1.3 EXHIBIT C: Schedule of Values
- 1.1.4 EXHIBIT D: Owner Direct Purchase

1.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

1.3 A "Change Order" is a written order signed by Owner and Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by Design-Builder and accepted by Owner.

1.4 "Comprehensive Agreement" means this Comprehensive Agreement between Hensel Phelps and the City, including all of the attached Exhibits.

1.5 "Construction Schedule" is the document prepared by Design-Builder that specifies the dates on which Design-Builder plans to begin and complete various parts of the construction phase services Work, and the Project, including dates on which information and approvals are required from Owner.

1.6 The "Contract Documents" consist of those documents identified in Section _____.

1.7 The "Contract Time" is the period between the Date of Commencement and total time authorized to achieve Final Completion.

1.8 "Day" means calendar day.

1.9 "Date of Commencement" is as provided for in Section 2.2.

1.10 "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

1.11 "Final Completion" occurs on the date when Design-Builder's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable.

1.12 A "Hazardous Material" is any substance or material identified now as hazardous under any Laws or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal or clean-up.

1.13 "Construction Directive" is any written order containing Work instructions that is signed by Owner after execution this Agreement and before Substantial Completion to the Work directed by Owner.

1.14 "Error" shall mean a mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

1.15 "Law" means a federal, state or local law, ordinance, code, rule, or regulation applicable to the Work with which Design-Builder must comply that are enacted as of the Agreement date.

1.16 "Omission" shall mean a scope of work missed by the Design Builder that is necessary for the Project, including a quantity miscalculation, which was later discovered

and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Design Builder, but before the construction process was materially affected.

1.17 "Others" means Owner's other: (a) contractors, (b) suppliers, (c) subcontractors, sub-subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

1.18 "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in Design-Builder's principal and branch offices; (b) general and administrative expenses of Design-Builder's principal and branch offices including charges against Design-Builder for delinquent payments; and (c) Design-Builder's capital expenses, including interest on capital used for the Work.

1.19 The "Owner" is the City of Fort Lauderdale.

1.20 The "Owner's Program" is a description of Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications, and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite.

1.21 The "Parties" are collectively the Owner and Design-Builder.

1.22 The "Project," as identified in RECITALS, is the building, facility, or other improvements for which Design-Builder is to perform the Work under this Agreement.

1.23 "Project Schedule" A schedule that shows the timing and sequencing of the design and construction required to meet the time criteria set forth in Owner's Program. The Project includes the Construction Schedule and is coordinated with design phase service activities.

1.24 "Qualified Project" shall mean the design and construction of the FLAC South Building located within the Site, and as more particularly described in Section ____, and as conceptually depicted in Exhibit A, attached hereto and incorporated herein.

1.25 A "Subcontractor" is a person or entity retained by Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors. The term Subcontractor does not include Design Professional or any separate contractor employed by Owner or any separate contractor's subcontractors.

1.26 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of, at minimum, of a temporary certificate of occupancy is a prerequisite for Substantial Completion. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

1.27 A "Sub-subcontractor" is a party or entity who has an agreement with a Subcontractor or other Sub-subcontractor, or Supplier to perform any portion of the Work or to supply material or equipment.

1.28 A "Supplier" is a person or entity retained by Design-Builder to provide material and equipment for the Work.

1.29 "Value Engineering" means the detailed analysis of systems, equipment, materials, services, facilities and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions at the lowest cost consistent with required and necessary performance, reliability, quality and safety through the elimination or modification of those features which add cost without contributing to the facility's required function or design value.

1.30 The 'Work" is the design services procured in accordance with Section _____, the construction services provided in accordance with Section _____, additional services in accordance with Section _____, and other services which are necessary to complete the Project in accordance with the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

1.31 "Worksite" means the geographical area of the Project location mentioned in Recitals where the Work is to be performed

ARTICLE 2. TERM AND EFFECTIVE DATE

2.1 EFFECTIVE DATE: This Comprehensive Agreement shall be effective and binding upon City and Hensel Phelps beginning on the date it is signed by both Parties (the "Effective Date").

2.2 TERM: The Term of this Comprehensive Agreement shall commence on the Effective Date and will expire 554 days thereafter.

ARTICLE 3. GENERAL PROVISIONS

3.1. TEAM RELATIONSHIP. Each Party agrees to act on the basis of trust, good faith, and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants

3.1.1 Neither Design-Builder nor any of its agents or employees shall act on behalf of or in the name of Owner unless authorized in writing by Owner's Representative.

3.2. ETHICS. Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts of interest which may arise. Each Party warrants it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers and employees, Design Professional, Subcontractors, Sub-subcontractors, Suppliers or Others, to secure preferential treatment.

3.3. DESIGN PROFESSIONAL. Architectural and engineering services shall be procured from Florida licensed, independent design professionals retained by Design-Builder. The person or entity providing architectural and engineering services shall be referred to as Design Professional.

3.3. STANDARD OF CARE Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with Owner's requirements, as outlined in Owner's Program and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the services are provided.

ARTICLE 4. DESIGN-BUILDER'S RESPONSIBILITIES

4.1 Design-Builder shall manage and oversee the construction of the Qualified Project.

4.2 DESIGN SERVICES. Pursuant to a mutually agreeable schedule, Design-Builder shall submit for Owner's written approval, as applicable, Design Development Documents or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by Owner.

4.2.1 If required, the Design Development Documents shall further define the Project, including drawings and outline specifications describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When Design-Builder submits the Design Development Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 9.

4.2.2 The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time the Building Permit application is submitted in accordance with the Florida Building Code. When Design-Builder submits the Construction

Documents, Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by Owner shall result in a Change Order pursuant to ARTICLE 9 One set of approved construction documents shall be furnished to Owner before commencing construction.

4.3 OWNERSHIP OF DOCUMENTS

4.3.1 OWNERSHIP OF TANGIBLE DOCUMENTS. Owner shall receive ownership of the property rights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by Design- Builder, its Design Professional, Subcontractors, or consultants and distributed to Owner for this Project, upon the making of final payment to Design-Builder or in the event of termination under ARTICLE 13, upon payment for all sums due to Design-Builder pursuant to ARTICLE 13.

4.4 COPYRIGHT. The Parties agree that Owner shall obtain ownership of the copyright of all Documents.

4.5 USE OF DOCUMENTS IN EVENT OF TERMINATION. In the event of a termination of this Agreement pursuant to ARTICLE 13, Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright.

4.6 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT. After completion of the Project, Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Owner's use of the Documents without Design-Builder's involvement or on other projects is at Owner's sole risk and without liability to the Design-Builder.

4.7 DESIGN-BUILDER'S USE OF DOCUMENTS. Where Design-Builder has transferred its copyright interest in the Documents, Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

4.8 Design-Builder shall obtain from its Design Professional, Subcontractors, and Consultants rights and rights of use that correspond to the rights given by Design-Builder to Owner in this Agreement.

4.9 CONSTRUCTION SERVICES

Subject to the terms and conditions of this Comprehensive Agreement, Design-Builder in performing the construction of the Qualified Project shall:

- a. Exercise good faith commercially reasonable efforts to complete the Qualified Project in a safe, good and workmanlike manner within the time established in the Comprehensive Agreement and in the most expeditious manner;
- Be responsible for the completion of all work necessary to complete the Qualified Project, and be fully responsible for the payment of all monies due to any contractor or subcontractor performing the Work;
- c. Comply with all applicable federal, state and local rules and regulations, including the City's ULDR's, in completing the Qualified Project. Design-Builder acknowledges and agrees that this requirement includes compliance with all federal, state, and local health and safety rules and regulations, including, but not limited to (i) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (ii) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (iii) Rules 38F and 38I, Florida Administrative Code; and (iv) Florida Department of Transportation Manual of Traffic Control and Safe Practices;
- d. In accordance with Section 255.065(5)(b)(1) and (7)(a)(1), Florida Statutes, provide City with (i) guarantee by Hensel Phelps, of the performance of its obligations under this Comprehensive Agreement and the payment of all subcontractors and (ii) cause its subcontractors to provide the City with public performance and payment bonds in the amount equal their contract price which bond(s) shall meet the requirements of Section 255.05, Florida Statutes. Such bond(s) shall be written by a surety licensed to do business in the state of Florida and otherwise acceptable to City; provided, however, that the surety shall be rated as "A-1" or better as to the general policy holders rating as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. Such bond(s) shall be recorded in the Public Records of Broward County, Florida by said subcontractors prior to the commencement of any construction work on the Qualified Project;
- e. Require that all contractors and subcontractors for the Qualified Project maintain commercially reasonable insurance and cause City and Hensel Phelps to be named as additional insureds on all required policies, except workers' compensation;
- f. Require all contractors and subcontractors to indemnify and hold harmless City and Hensel Phelps and its officers, agents, directors, and employees;
- g. Require an agreement with all contractors and subcontractors representing that City and Hensel Phelps are third-party beneficiaries of the contract, entitled to enforce any rights thereunder for their respective benefits, and that, subject to the terms of the applicable contract, City and Hensel Phelps shall have the same rights and remedies vis-à-vis such contractors and subcontractors that the other party has, including without limitation, the right to be compensated for any loss, expense or damage of any nature whatsoever incurred by City or Hensel Phelps, resulting from any breach of contract, any breach of representations and warranties, if any, implied or expressed, arising out of such agreements and any error, omission or negligence of such contractor or subcontractor in the performance of any of its obligations under contract;

- h. Obtain prior City approval for any Change Orders that would materially amend the scop or quality of the Qualifying Project;
- i. Plan, organize, supervise, monitor, direct, and control the work on the Qualified Project to ensure that it is done competently and efficiently and in accordance with the design and budget and protect the work from loss due to weather, theft, or other cause. Neither City nor City funds shall be used to pay any Qualified Projects costs to the extent that they directly arise from the negligence or willful misconduct of Hensel Phelps after the Effective Date;
- j. Employ adequate safety precautions to prevent damage, injury or loss to personnel, the Work, the Qualified Project, and the Property;
- k. Provide the City with copies of all reports, warranties, design documents and asbuilts and assign all warranties to City;
- I. Allow City reasonable access to the Qualified Project for observation, inspection, monitoring, and testing as contemplated in Section 255.065(7)(a)(3), Florida Statutes; and
- m. Manage the appropriately licensed contractors to ensure that any work not conforming to the Qualified Project designs and requirements is corrected or removed and replaced.

4.9.1 Construction will commence upon the issuance by Owner of a written notice to proceed.

4.9.2 In order to complete the Work, Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

4.9.3 COMPLIANCE WITH LAW. Design-Builder shall give all notices and comply with all Laws at its own costs. Design-Builder shall be liable to Owner for all loss, cost, and expense attributable to any acts or omissions by Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures.

4.9.4 Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from Owner. It shall be revised as required by the conditions of the Work.

4.9.5 Design-Builder shall obtain, and Owner shall pay, in addition to the Contract Price, for the building permits necessary for the construction of the Project.

4.9.6 Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. Owner shall be afforded access to all Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost.

4.9.7 Design-Builder shall provide periodic written reports to Owner on the progress of the Work in such detail as is required by Owner and as agreed to by the Parties.

4.9.8 Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

4.9.9 Design-Builder shall prepare and submit to Owner either:

[__] final marked up as-built drawings
[X] updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

4.10 CONSTRUCTION SCHEDULE. Design-Builder shall prepare and submit a Schedule of Work for Owner's acceptance and written approval. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from Owner. The Schedule shall be revised on a monthly basis or as mutually agreed by the Parties.

4.11 SAFETY OF PERSONS AND PROPERTY

4.11.1 SAFETY PRECAUTIONS AND PROGRAMS. Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

4.11.2 Design-Builder shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect:

4.11.2.1 its employees and other persons at the Worksite;

4.11.2.2 materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

4.11.2.3 the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

4.11.3 DESIGN-BUILDER'S SAFETY REPRESENTATIVE. Design-Builder shall designate an individual at the Worksite in the employ of Design-Builder who shall act as Design-Builder's designated safety representative with a duty to implement a safety program. Unless otherwise identified by Design-Builder in writing to Owner, the designated safety representative shall be Design-Builder's project superintendent. Design-Builder will report immediately in writing all accidents and injuries occurring at the Worksite to Owner. When Design-Builder is required to file an accident report with a public authority, Design-Builder shall furnish a copy of the report to Owner.

4.11.3 Design-Builder shall provide Owner with copies of all notices required of Design-Builder by Law. Design-Builder's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

4.11.4 Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Design-Builder, or anyone for whose acts Design-Builder may be liable, shall be promptly remedied by Design-Builder.

4.11.5 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Design-Builder's safety program, may require Design-Builder to stop performance of the Work or take corrective measures satisfactory to Owner, or both. If Design-Builder does not promptly adopt corrective measures, Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. Design-Builder agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on Design-Builder's compliance with Owner's reasonable request.

4.12 EMERGENCIES. In any emergency affecting the safety of persons or property, Design-Builder shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, on account of emergency work shall be determined as a Change Order, if applicable.

4.13 HAZARDOUS MATERIAL

4.13.1 Design-Builder shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by Owner as certified by an independent testing laboratory and, if applicable, approved by the appropriate government agency.

4.13.2 If after commencing the Work, Hazardous Material is discovered at the Project, Design-Builder shall be entitled to immediately stop Work in the affected area. Design-Builder shall report the condition to Owner and, if required, the government agency with jurisdiction.

4.13.3 Design-Builder shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction. Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of Owner and shall be performed in a manner minimizing any adverse effect upon the Work or the Project Schedule.

4.13.4 If Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Design-Builder shall be entitled to an equitable adjustment in the Contract Price or a change order amending the date of Substantial Completion.

4.13.5 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Design-Builder, Subcontractors, Owner or Others, shall be maintained at the Project by Design-Builder and made available to Owner and Subcontractors.

4.13.6 During Design-Builder's performance of the Work, Design-Builder shall be responsible for the proper handling, application, storage, removal, and disposal of all materials brought to the Worksite by Design-Builder.

4.14 WARRANTY

4.14.1 Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work.

4.14.2 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

4.14.3 Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to Owner.

4.14.4 Design-Builder shall collect all written warranties and equipment manuals and deliver them to Owner in a format directed by Owner.

4.14.5 With the assistance of Owner's maintenance personnel, Design-Builder shall direct the checkout of utilities and start-up operations and adjusting and balancing

of systems and equipment for readiness.

4.15 CORRECTION OF WORK WITHIN ONE YEAR

4.15.1 Before Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, if any Defective Work is found, Owner shall promptly notify Design-Builder in writing. Unless Owner provides written acceptance of the condition, Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Design-Builder or give Design-Builder an opportunity to test or correct Defective Work as reasonably requested by Design-Builder, Owner waives Design-Builder's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

4.15.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of Work is complete. Correction periods shall not be extended by corrective work performed by Design-Builder.

4.15.3 If Design-Builder fails to correct Defective Work within 21 days after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, Design-Builder shall pay the difference to Owner.

4.15.4 Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined under Florida law. If, after the one-year correction period but before the expiration of applicable statutes of limitations or repose periods have expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Design-Builder and allow Design-Builder an opportunity to correct the Work if Design-Builder elects to do so. If Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Design-Builder, Owner shall promptly provide Design-Builder with an accounting of the correction costs it incurs.

4.15.5 If Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

4.15.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Design-Builder's other obligations under the Contract Documents.

4.15.7 Before final payment, at Owner's option, Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

4.16 ADDITIONAL SERVICES Design-Builder shall provide or procure the following Additional services upon the request of Owner. A written agreement between the Parties shall define the extent of such Additional services. Such Additional services shall be considered a Change in the Work.

4.16.1 Assisting in the developing Owner's Program, establishing the Project budget, investigating sources of financing, general business planning, and other information and documentation as may be required to establish the feasibility of the Project

4.16.2 Consultations, negotiations, and documentation supporting the procurement of Project financing;

4.16.3 Surveys, site evaluations, legal descriptions, and aerial photographs;

4.16.4 Appraisals of existing equipment, existing properties, new equipment, and developed properties;

4.16.5 Soils, subsurface, and environmental studies, reports, and investigations required for submission to governmental authorities or others having jurisdiction over the Project;

4.16.6 Consultations and representations before governmental authorities or others having jurisdiction over the Project other than normal assistance in securing building permits;

4.16.7 Artistic renderings, models, and mockups of the Project or any part of the Project or the Work;

4.16.8 Inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Project;

4.16.9 Interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;

4.16.10 Design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed,

by Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of this Agreement;

4.16.11 Estimates, proposals. appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of Design-Builder;

4.16.12 The premium portion of overtime work ordered by Owner including productivity impact costs, other than that required by Design-Builder to maintain the Schedule of Work;

4.16.13 Out-of-town travel by Design Professional in connection with the Work, except between Design Professional's office, Design-Builder's office, Owner's office, and the Project site;

4.16.14 Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial startup;

4.16.15 Services for tenant or rental spaces if required by this Owner;

4.16.16 Except when Design Professional or Design-Builder is a party to the proceeding, serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project;

4.16.17 Acting as a Green Building Facilitator as identified in the Agreement Green Building Addendum or separate addenda, which, at a minimum, shall include: (a) coordinating and facilitating the achievement of elected green measures and green status, such as achieving Leadership in Energy and Environmental Design "LEED" certification; (b) identifying, preparing, and submitting necessary documentation for elected green status; and (c) identifying project participants responsible to complete physical and procedural green measures;

4.16.18 Other services as agreed to by the Parties and identified in an attached exhibit.

4.17 DESIGN-BUILDER'S REPRESENTATIVE. Design-Builder shall designate a person who shall be Design-Builder's authorized representative.

ARTICLE 5. OWNER'S RESPONSIBILITIES

5.1 INFORMATION AND SERVICES PROVIDED BY OWNER. Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner so as not to delay the Work.

5.2 WORKSITE INFORMATION. To the extent Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Worksite information, Owner shall provide at Owner's expense and with reasonable promptness:

5.2.1 Information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

5.2.2 Tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by Law;

5.2.3 City shall render decisions under this Agreement in a timely manner.

5.3 RESPONSIBILITIES DURING DESIGN

5.3.1 Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

5.4 RESPONSIBILITIES DURING CONSTRUCTION

5.4.1 Owner shall review the Construction Schedule, timely approve milestone dates set forth, and timely respond to its obligations.

5.4.2 If Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, Owner shall give prompt written notice to Design-Builder. The failure of Owner to give such notice shall not relieve Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

5.4.3 Owner shall communicate with Design-Builder's Subcontractors, Suppliers and Design-Professional only through or in the presence of Design-Builder.

5.4.4 Except in connection with the safety or protection of persons, or the Work, or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours between 8:00 am to 7:00 pm, Monday through Saturday, and between 10:00 am and 7:00 pm on Sunday. The Design-Builder will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the Project Manager's written consentat least seventy-two (72) hours in advance of starting such work. If the Project Manager permits overtime work, the Design-Builder shall pay for the additional charges to the City with respect to such overtime work. Such additional charges shall be a subsidiaryobligation of the Design-Builder and no extra payment

shall be made to the Design-Builder for overtime work. The cost to the Design-Builder to reimburse the City for overtime inspections is established at direct-labor and overtime costs for each person or inspector required. Incidental overtime costs for engineering, testing and other related services will also be charged to the Design-Builder at theactual rate accrued.

City Inspector Hours: 8:00 am to 4:30 pm Overtime: 4:31 pm to 7:59 am Inspection Overtime Cost: \$100/hr.

5.4.5 Design-Builder's requests to work during other than regular hours that conform to the standard hours listed in the City Noise Ordinance Section 17-8 (1) must be submitted to the City's Project Manager within six (6) business days in advance of scheduled work. Request shall include the following information:

- Cover page with Design-Builder name, project name, and location
- Description of work to be performed outside of normal work hours
- Site plan and location map
- Legal description
- Justification for work and why extended work hours are being requested
- Commencement date and duration of work
- List of Design-Builder contacts, including those on site
- Details on type of equipment to be used during extended work hours
- Details on noise levels that may be produced by range of decibels, including currentambient levels at site and levels predicted from proposed construction impacts
- Details on vibratory control measures to be implemented
- Details on how neighbors in vicinity of work area will be notified
- Details on how complaints will be resolved and/or mitigated
- MOT (define) plans approved by City's Transportation and Mobility Department(TAM) and any other agencies (if applicable).

5.4.6 If no lane closure or traffic impacts are necessary, the Design-Builder request must be submitted seven (7) business days in advance of scheduled work. If the work requires lane closures, request should be submitted at least ten (10) business days in advance, along with MOT plans approved by City's Transportation and Mobility Department, and any other agencies if necessary, to allow time for City Manager consideration and approval, City's MOT permit issuance, and notification to the public.

5.4.7 The Design-Builder will not be permitted overtime work or the performance of work on Saturday, Sunday or any legal holiday (designated by the City of Fort Lauderdale) without the City Manager's written consent at least seventy-two (72) hours in advance of the period proposed for such overtime work. Hours of work shall conform to the requirements of the City's Noise Ordinance.

5.4.8 If the Design-Build Firm requests to work outside regular hours that require aspecial exemption from the provisions of City Noise Ordinance Section 17-7.4, it shall follow the City's Department of Sustainable Development's process for "Requesting Exemption from the Noise Ordinance," located at https://www.fortlauderdale.gov/departments/sustainable-development/building-services/building-permit-general-info.

5.5 Upon issuance of a Hurricane Watch by the National Weather Service, Design-Builder shall submit to the City a plan to secure the work area in the event a Hurricane Warning is issued. The plan shall detail how the Design-Builder will secure the premises, equipment and materials in a manner as to prevent damage to the Work and prevent materials and equipment from becoming a hazard to persons and property on and around the premises. The plan shall include a time schedule required to accomplish the hurricane preparations and a list of emergency contacts that will be available and in the City before, during and immediately after the storm.

Upon issuance of a Hurricane Warning by the National Weather Service, if the Design-Builder has not already done so, the DESIGN/BUILD FIRM shall implement its hurricane preparedness plan. Cost of development and implementation of the hurricane preparedness plan shall be considered as incidental to construction. Cost ofany clean up and rework required after the storm will be considered normal construction risk within Florida and shall not entitle the Design-Builder to any additional compensation. Design-Builder shall be entitled to request an extension of time for completion of the Work, in accordance with the provision of Article 8 of this Agreement, equal to the time it is shut down for implementation of the preparedness plan, the duration of the storm and a reasonable period to restore the Premises.

5.6 OWNER'S REPRESENTATIVE. Owner's representative shall: (a) be fully acquainted with the Project; (b) agree to furnish the information and services required of Owner in a timely manner; and (c). If Owner changes its representative or the representative's authority as listed above, Owner shall notify Design-Builder in writing.

ARTICLE 6. SUBCONTRACTS

6.1 BINDING OF SUBCONTRACTORS AND SUPPLIERS. Design-Builder agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its Sub-subcontractors and significant Suppliers) to all the provisions of this Agreement and the Contract Documents' applicable provisions to that portion of the Work.

ARTICLE 7. CONTRACT TIME

7.1 SUBSTANTIAL COMPLETION/FINAL COMPLETION

7.1.1 Substantial Completion of the Work shall be achieved in 460 Calendar Days from the Date of Commencement. Unless otherwise specified, the Work

shall be finally complete within 94 Calendar Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

7.1.2 Time is of the essence with regards to the obligations of this Agreement and the Contract Documents.

7.1.3 The Date of Final Completion of the Work is within 94 Calendar Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

7.2 DELAYS AND EXTENSIONS OF TIME

7.2.1 If Design-Builder is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Design-Builder, Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. Examples of causes beyond the control of Design-Builder include, but are not limited to, the following: (a) acts or omissions of Owner or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under Section 12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Design-Builder; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 9.

7.2.2 In addition, if Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of Owner or Others, changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work, encountering Hazardous Materials unanticipated by Design-Builder or concealed or unknown conditions, delay authorized by Owner pending dispute resolution, and suspension by Owner under Section ____, Section 10.1, Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to Section ____.

7.2.3 In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

7.3 LIQUIDATED DAMAGES

7.3.1 Failure of the Design-Builder to substantially complete the Project, Design-Builder shall pay to the City the sum of Five Thousand and 00/100

(\$5,000.00) for each calendar day after the time specified herein (plus any approved time extensions at the sole discretion of the City).

7.3.2 The time frame for liquidated damages shall not commence and thus shall not be tolled until the Project Manager submits the punch list to the Design-Builder. Design-Builder and City HEREBY MUTUALLY AGREE The AND ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES AMOUNT SET FORTH HEREIN are not penalties but are liquidated damages to City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay, and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the Design-Builder to complete the Agreement on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.

7.3.3 The City shall have the right to deduct from or retain any compensation which may due or which may become due and payable to the Design-Builder the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, or other damages for delay, for all cost of engineering fees and inspection and other costs incurred in administering the construction of the Project beyond the completion day specified or beyond an approved extension of time granted to the Design-Builder, whichever is later.

7.3.4 City is authorized to deduct liquidated damages from monies withheld due to Design-Builder for the Work under this Agreement or as much thereof as City may, in its sole discretion, deem just and reasonable.

ARTICLE 8. CONTRACT PRICE

The Contract Price is Nine Million Eight Hundred and Fifty Thousand Dollars (\$9,850,000).

ARTICLE 9. CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished by Change Order, Construction Directive, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

9.1 CHANGE ORDER

9.1.1 Design-Builder may request or Owner may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order and processed in accordance with this article. Each adjustment in

the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

9.1.2 The Parties shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible.

9.1.3 NO OBLIGATION TO PERFORM. Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Construction Directive has been issued.

9.2 CONSTRUCTION DIRECTIVE

9.2.1 Owner may issue a Construction Directive directing a change in the Work before agreeing on an adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services or directing Design-Builder to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Design-Builder shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of a Construction Directive. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directive. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work

9.2.3 If the Parties agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by a Construction Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Construction Directives issued since the last Change Order.

9.3 CONCEALED OR UNKNOWN SITE CONDITIONS. If a condition encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Design-Builder shall stop affected Work after the concealed or unknown condition is first observed and give prompt written notice of the condition to Owner. Owner shall investigate and then issue a

Construction Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Design-Builder is to proceed. Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this ARTICLE 9.

9.4 DETERMINATION OF COST

9.4.1 An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.4.1.2 a mutually accepted, itemized lump sum; or

9.4.1.3 COST OF THE WORK Cost of the Work as defined by this Section 9.4.1.3 plus 2.5% for Overhead and 7.5% for profit. "Cost of the Work" shall include the following costs reasonably incurred to perform a change in the Work:

9.4.1.3.1 Labor wages directly employed by Design-Builder performing the Work;

9.4.1.3.2 Salaries of Design-Builder's employees when stationed at the field office to the extent necessary to complete the applicable Work, employees engaged on the road expediting the production or transportation of material and equipment, and supervisory employees from the principal or branch office as mutually agreed by the Parties in writing;

9.4.1.3.3 Cost of applicable employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under Design-Builder's standard personnel policy, insofar as such costs are paid to employees of Design-Builder what are included in the Cost of the Work;

9.4.1.3.4 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling;

9.4.1.3.5 Payments made by Design-Builder to Subcontractors for performed Work;

9.4.1.3.6 Fees and expenses for design services procured or

furnished by Design- Builder

9.4.1.3.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value of such items used, but not consumed that remain the property of Design-Builder;

9.4.1.3.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Design- Builder or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Design-Builder or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment;

9.4.1.3.9 Cost of the premiums for all insurance and surety bonds which Design- Builder is required to procure or deems necessary, including any additional premium incurred as a result of any increase in the cost of the Work;

9.4.1.3.10 Sales, use, gross receipts or other taxes, tariffs, or duties related to the Work for which Design-Builder is liable;

9.4.1.3.11 Expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work, provided that such did not arise from Design-Builder's negligence

9.4.1.3.12 Water, power, and fuel costs necessary for the changed Work;

9.4.1.3.13 Cost of removal of all nonhazardous substances, debris, and waste materials; and

9.4.1.3.14 Costs directly incurred to perform a change in the Work which are reasonably inferable from the Contract Documents as necessary to produce the intended result for the changed Work

9.4.1.3.15 DISCOUNTS. All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Design-Builder, all cash discounts shall accrue to Design-Builder. All trade

discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work;

9.4.1.3.16 Cost of the Work is determined net of savings from the change. Design-Builder's Overhead and profit shall be added to any net increase in Cost of the Work. No Overhead and profit shall be applied to any net decrease in the Cost of the Work that is less than ten (10) percent of the Contract Price. Overhead and profit shall be applied to any net decrease ten (10) percent or more. Design-Builder shall maintain a documented, itemized accounting evidencing expenses and savings.

9.5 CHANGES NOTICE. For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, Design-Builder shall give Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim or within twenty-one (21) Days after Design-Builder first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by Owner, but which do not proceed, shall be made within twenty-one (21) days after the decision is made not to proceed. Thereafter, Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within sixty (60) Days after giving notice, unless the Parties mutually agree upon a longer period of time. Owner shall respond in writing denying or approving Design-Builder's claim no later than twenty-one (21) days after receipt of Design-Builder's documentation of claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.6 INCIDENTAL CHANGES. Owner may direct Design-Builder to perform incidental changes in the Work upon concurrence with Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written directive to Design-Builder. Contractor shall be allowed twenty-one (21) calendar days to acknowledge item as incidental and provide written acceptance as such. Such written Owner directive shall then be carried out promptly and is binding on the Parties.

9.7 VALUE ENGINEERING. The Contract Price was generated at the sixty percent (60%) Design Drawing milestone. Any value engineering savings generated while the sixty percent (60%) Design Drawings advanced to the Permit Drawings will accrue to the City's Owner Contingency Budget. Any value engineering savings after the Permit Drawings are issued will be a 50/50 split between the City and Hensel Phelps and will accrue equally to the Owner Contingency budget and the Contractor Contingency Budget. Savings generated from scope reduction will accrue to the City's Owner Contingency Budget.

ARTICLE 10. PAYMENT

10.1 The Contract Price is the Firm Fixed Price/Lump Sum Price agreed to by the Design-Builder and the City under this Agreement, payable to complete the Work in accordance with the Agreement, and, to the extent permitted by this Agreement, as may be increased or decreased by Change Order.

10.2 The Contract Price for the Project, which is also the Firm Fixed Price/Lump Sum Price is \$9,850,000. This includes bonds, allowances and material change with the exception of Permit fees. The City is paying or will reimburse actual cost of permit(s) upon submission of paid permit receipts.

10.3 In the event that the Design-Builder's total approved expenditures for the Project exceed the Firm Fixed Price/Lump Sum, the Design-Builder shall pay such excess from its own funds. City shall not be required to pay any amount that exceeds the Firm Fixed Price/Lump Sum and the Design-Builder shall have no claim against the City on account thereof.

10.4 METHOD OF BILLING AND PAYMENT

10.4.1 During the Construction Documents Phase, Design-Builder may submit a request for payment monthly based upon percentage of completion of the (final construction) Plans and Specifications. During the Construction Phase, Design-Builder may submit a request for payment thirty (30) calendar days after beginning field operations, subject to the Notice to Proceed, and every thirty (30) calendar days thereafter. Payment during the Construction Phase will be based upon percentage of work completed for each item in the approved Schedule of Values. Design-Builder's requisition for payment shall show a complete breakdown of the Project components, and the amount due, together with such supporting evidence, as may be required by the Project Manager.

At a minimum, the requisition for payment shall be accompanied by a completed certification of Work; consent of surety in the applicable amount; list of Subcontractors that performed Work during the payment application period being submitted; releases of liens from the Design-Builder for the previous period being billed; releases of liens from Subcontractors that have performed Work during the previous billing period unless payment for the previous period has not been received by the Design-Builder; aerials and photographs of the areas of Work for the applicable billing period; an accepted, updated Project Schedule (as approved); and back up for all items being billed. The certification ofWork will mean compliance by Design-Builder with the approved ProjectSchedule; that as-built drawings of Improvements are current for the prior period; and applicable laws are being met and complied with. Each requisition for paymentshall be submitted to the Project Manager for approval. Payment for Workperformed will be made in accordance with the Florida Prompt Payment Act, Sections 255.0705 – 255.078, Florida Statutes, but not more frequently than once amonth. The Project Manager

shall verify completion of the various phases, as noted, and authorize payment accordingly. Should the Project fall behind schedule, as indicated in the Project Schedule, Design-Builder shall include a writtenplan demonstrating how the Final Completion date shall be maintained.

Material Purchases can be invoiced to the City, upon receipt of invoice and documentation of order placement must be accompanied by a bill of sale from the manufacturer or supplier. The City will endeavor to pay material invoices earlier, albeit not later than 30 days of receipt of a valid invoice. Any invoices that are not considered valid will be returned immediately for correction or additional documentation. No more than eight percent (8%) contractor's mark-up will be allowed formaterials.

10.4.2 City agrees that it will pay Design-Builder in accordance with the Florida Prompt Payment Act, within twenty-five (25) business days of receipt of Design-Builder's proper requisition for payment, as provided above.

The Design-Builder shall use the sums advanced to it solely for the performance of the Work and the construction, furnishing and equipping of the Work in accordance with the Contract Documents and payment of bills incurred by the Design-Builder in performance of the Work.

10.4.3 Design-Builder shall remain liable for Subcontractors' Work and for any unpaid laborers, material suppliers of Subcontractors in the event it is later discovered that said Work is deficient or that any Subcontractors, laborers, or material suppliers did not receive payments due to them on the Project.

10.4.4 Undisputed amounts remaining unpaid thirty (30) calendar days after City's request of Design-Builder's proper requisition for payment for conforming Work shall bear interest at the rate set forth in Section 218.74(4), Florida Statutes. This section shall not apply if the City has a right to withhold any portion of the payment under this Agreement.

10.4.5 Ten percent (10%) of all monies earned by Design-Builder shall be retained by City until the Project has obtained Final Completion and beenaccepted by the City, except upon completion of the Construction Documents Phase and approval of the City of the Work performed under such phase, the Project Manager may release the entire amount of the retainage pertaining to the Consultant fees associated with the Construction Documents Phase. After fifty percent (50%) of the Construction Phase of the Project has been completed, the Project Manager, upon written request of the Design-Builder and written Consent of Surety in support of said request, may reduce the retainage to five percent (5%) of all monies earned subsequent to the Construction Documents Phase. Any interest earned on retainage shall accrue to the benefit of the City.

10.4.6 If, after the Project has been substantially completed, full completion

thereof is delayed through no fault of Design-Builder, or by issuance of Change Orders affecting final completion, and the Project Manager so certifies, the City shall, upon certification by the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made as required by law under theterms and conditions governing final payment, except that it shall not constitute a waiver of claims.

10.4.7 Upon receipt of written notice from Design-Builder that the Project site is restored, and Project is ready for final inspection and acceptance, the Project Manager shall, within seven (7) calendar days, make an inspection thereof. If the Project Manager finds the Project acceptable under the Contract Documents and theProject fully performed, a Final Certificate of Payment shall be issued by the ProjectManager over his/her own signature, stating that the Work required by this Agreement has been completed and is accepted under the terms and conditions thereof.

10.4.8 Before issuance of the Final Certificate for Payment, Design-Builder shall deliver to the Project Manager a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and an affidavit certifying that all suppliers, Consultant, Subcontractors, and Subconsultants have been paid in full, and that all other indebtedness connected with the Project has been paid, and a consent of the surety to final payment. All as-builts, warranties, extended warranties, guarantees, operational manuals, and instructions in operation must be delivered to City at this time. The warranties provided after the initial warranty period of year one will be covered under the warranty bond attached as an Exhibit to this contract. Design-Builder shall submit a completed as-built drawingspackage signed and sealed by a land surveyor registered in the State of Florida and as approved by the City's Public Works Department, and proof that all permits have been closed, which shall be delivered prior to requesting final payment. A Certificate of Occupancy, and/or Certificate of Completion (CC) will be obtained prior to final payment being made, if required.

10.4.9 City may withhold final payment or any progress payment to such extent as maybe necessary on account of:

A. Defective Work not remedied.

B. Claims filed or written notices of nonpayment indicating probable filing of claims as may be prescribed by law by other parties against Design-Builder.

C. Failure of Design-Builder to make payments properly to Consultant, Subcontractors or Subconsultants, or for material or labor.

D. Damage to another Subcontractor, Subconsultant, supplier,

material, person, as provided for in Florida Statute Chapter 713, party or person notremedied which are attributable to Design-Builder, its agents, servants, employees, Design-Builder, Consultant, Subconsultants, Subcontractors, sub-Subcontractors, sub-Subconsultants, material person and suppliers.

- E. Liquidated damages pursuant to Section 7.3 herein.
- F. As-built drawings not being in a current and acceptable state.

10.4.10 When the above grounds are removed or resolved, or Design-Builder provides a surety bond or a consent of surety satisfactory to City which will protect City in the amount withheld, payment may be made in whole or in part, as applicable.

10.4.11 If the Project Manager, in his/her reasonable judgment, determines that the portion of the Firm Fixed Price/Lump Sum Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents, no additional payments will be due to the Design-Builder hereunder unless and until the Design/Builder, at its sole cost, performs a sufficient portion of the Work so that such portion of the Firm Fixed Price/Lump Sum Price then remaining unpaid is determined by the Project Manager to be sufficient to so complete the Work.

10.4.12 The making and acceptance of the final payment shall constitute a waiver of all claims by City, other than those arising from faulty or defective Work, failure of the Project to comply with requirements of the Contract Documents, or terms of any warranties required by the Contract Documents. It shall also constitute a waiver of all claims by Design-Builder, except those previously made in writing and identified by Design-Builder as unsettled at the time of the final application for payment.

10.4.13 The Design-Builder warrants to the City that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality and in conformance with the Contract Documents. Any warranties that are extended to the City beyond the standard warranty are tobe in writing with the servicing firm information attached as an Exhibit. All Work not conforming to these requirements, including substitutions not properly approved and authorized by Project Manager, may be considered defective. If required by the City, the Design-Builder shall furnish satisfactory evidence as to the origin, nature and quality of materials and equipment used for the Project. Design-Builder shall properly store and protect all construction materials. Materials which become defective through improper storage shall be replaced with new materials at no additional costs. The Design-Builder's warranty excludes reedy for damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear undernormal usage.

10.5 OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK

Portions of the Work that are completed or partially completed may be used or occupied by Owner when (a) the portion of the Work is designated in a Certificate of Substantial Completion, and (c) appropriate public authorities authorize the occupancy or use. Such partial occupancy or use shall constitute Substantial Completion of that portion of the Work.

ARTICLE 11. INDEMNITY

11.1 INDEMNITY

11.1.1 Design-Builder shall protect, defend, indemnify and hold harmless the City, its officials, officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of Design-Builder under this Comprehensive Agreement, or the breach or default by Design-Builder, its agents, servants, employees or contractors of any covenant or provision of this Comprehensive Agreement, the negligent acts or omission or willful misconduct of Design-Builder or its agents, servants, employees or contractors, except for any occurrence arising out of or result from the intentional torts or negligence of City, its officers and employees. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of any of the Property by Design-Builder, its agents, servants, employees or contractors, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by Design-Builder, its agents, servants, employees or contractors or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by Design-Builder, its agents, servants, employees or consultants is included in the indemnity.

Design-Builder further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by City, Design-Builder shall assume and defend not only itself but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to the City, provided that the City (exercisable by the City Attorney) shall retain the right to select counsel of its own choosing. This indemnification shall survive termination, revocation or expiration of this Comprehensive Agreement and shall cover any acts or omissions occurring during the Term of the Comprehensive Agreement, including any period after termination, revocation, or expiration of the Comprehensive Agreement while any curative acts are undertaken and is not limited by insurance coverage. Notwithstanding the foregoing, in no event shall the discovery by Design-Builder of contamination at the Property alone be considered damage to property, resulting from Design-Builder' or its agents, servants, employees or contractors' use of or access to the Property which is subject to the indemnity covenants of Design-Builder contained herein.

11.1.2 Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2020) as may be amended or revised, City agrees to indemnify and hold harmless Hensel Phelps against a judgment entered by a court of competent jurisdiction in the State of Florida against Design-Builder for damages or injuries caused by City's negligence in City's use of the Property. The foregoing sentence shall not serve as a waiver of the City's sovereign immunity or of any other legal defense available to the City. Such indemnity shall be limited by the extent to which such costs are caused or contributed to by Design Builder or Design-Builder' directors, officers, employees, agents, guests, invitees, licensees, attendees, or those for whom Design Builder are at law responsible (whether by reason of comparative negligence or otherwise) or by other third parties.

11.1.3 Procedure Regarding Indemnification:

a. Notice of Claim. The Indemnified Party shall provide the Indemnifying Party with written notice whenever the Indemnified Party receives notice of a claim that would invoke an indemnification provision contained in this Comprehensive Agreement. Such written notice of the claim or is served with process in connection with the claim. In the case of service of process of the initial pleading in a lawsuit, the Indemnified Party shall provide its written notice to the Indemnifying Party within such time as may be necessary to give the Indemnifying Party a reasonable opportunity to respond to such process. The Indemnified Party's written notice to the Indemnifying Party of any claim shall include a statement of information pertaining to the claim then in the possession of the Indemnified Party. Any failure or delay of the Indemnified Party to notify the Indemnifying Party as required by this Section shall not relieve the Indemnifying Party of its obligation to provide indemnification, unless and to the extent that such failure or delay materially and adversely affects the Indemnifying Party's ability to defend against, settle, or satisfy the claim.

b. Defense of Claims; Notice of Intent to Defend. After receiving notice of a claim, the Indemnifying Party shall defend the claim at its own expense, through attorneys, accountants, and others selected by the Indemnifying Party with the reasonable concurrence of the Indemnified Party. The Indemnifying Party shall notify the Indemnified Party in writing of its intent to contest or defend the claim. Such notice shall be provided not later than twenty (20) days after the Indemnifying Party receives. notice of the claim from the Indemnified Party. If the Indemnifying Party fails to provide the Indemnified Party with written notice of its intention to defend the claim, the Indemnified Party shall have the right: (a) to authorize attorneys satisfactory to it to represent it in connection with the claim; and/or (b) to defend, settle or compromise the claim. If the Indemnified Party exercises either or both of its rights under this Section, it shall be indemnified by the Indemnifying Party to the same extent as if the Indemnifying Party had defended or settled the claim.

c. Cooperation with Defense. If and so long as the Indemnifying Party is actively contesting or defending a claim in accordance with this Section, the Indemnified Party shall cooperate with the Indemnifying Party and its counsel in such contest or defense, shall joinin making any appropriate and meritorious counterclaim or cross-claim in connection with the claim, except that in City's case, such joinder in a counterclaim or cross-claim shall be subject to City's prior approval and shall provide such access to the books and records of the Indemnified Party as shall be necessary in connection with such defense or contest, all at thesole cost and expense of the Indemnifying Party.

d. Settlement of Claims by Indemnified Party. The Indemnified Party shall have the right at any time to settle, compromise or pay any claim with or without the consent of the Indemnifying Party, but (a) taking such action without the Indemnifying Party's consent shall be deem .d a waiver and nullification by the Indemnified Party of all indemnification obligations that the Indemnifying Party would otherwise have with respect to the claim under this Section, and (b) such settlement or compromise shall not cause the Indemnifying Party to incur any present or future cost, expense, obligation or liability of any kind or nature, or otherwiseadversely affect the rights of the Indemnifying Party.

e. Settlement of Claims by Indemnifying Party. Any claim may be settled or compromised by the Indemnifying Party without the Indemnified Party's consent, so long as: (i) the Indemnifying Party gives the Indemnified Party reasonable prior written notice of its intention to settle or compromise the claim; and (ii) such settlement or compromise does not cause the Indemnified Party to incur any present or future cost, expense, obligation or liability of any kind or nature, or otherwise adversely affect rights of the Indemnified Party.

f. Claims Involving Matters Not Subject to Indemnification. If a claim involves matters partly within and partly outside the scope of the Indemnifying Party's obligation to indemnify as provided in this Section, the attorneys' fees, costs, and expenses of contesting or defending such a claim shall be allocated equitably between the Indemnified Party and

the Indemnifying Party, in a manner agreed upon in writing by the parties, and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 12. INSURANCE AND BONDS

Design/Builder shall furnish, or cause to be furnished, on or before seven (7) days after execution of this Agreement, the following:

Performance Bond and Payment Bond (Surety)

12.1 The Design-Builder shall execute and record in the public records of Broward County, Florida, a payment and performance bond in an amount at least equal to the Contract Price guaranteeing to City the completion and performance of the Project covered in this Agreement as well as full payment of all suppliers, material persons, laborers, or Subcontractors employment pursuant to the Project. The Payment and Performance bond shall be with a surety insurer authorized to do business in the state of Florida as surety, ("Bond"), in accordance with Sec. 255.05, Fla. Stat., as may be amended or revised, as security for the faithful performance and payment of all of the Design/Builder's obligations under the Contract Documents. The performance and payment bond shall remain in full force and effect during the Project and 60 days beyond the contract term for close out.

Insurance Requirements

12.2 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Design-Builder, at the Design-Builder's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Design-Builder. The Design-Builder shall provide the City a certificate of insurance evidencing such coverage. The Design-Builder's insurance coverageshall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Design-Builder shall not be interpreted as limiting the Design-Builder's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subjectto approval by the City's Risk Manager.

12.3 The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Design-Builder for assessing the extent or determining appropriate types and limits of coverage to protect the Design-Builder against any loss exposures, whether as a result of this Agreement or otherwise. The requirements containedherein, as well as the City's review or acknowledgement, are not intended to and shall notin any manner limit or qualify the liabilities and obligations assumed by the Design-Builder under this Agreement. The following insurance policies and coverages are required:

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 project aggregate for Products andCompleted Operations

Policy must include coverage for Contractual Liability and Independent Design-Builder, independent contractors, and contain no exclusions for explosion, collapse, or underground.

The City, its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Design-Builder. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Design-Builder does not own vehicles, the Design-Builder shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business AutoLiability policy.

WORKER'S COMPENSATION and EMPLOYER'S LIABILITY

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

The Design-Builder waives, and the Design-Builder shall ensure that the Design-Builder insurance carrier waives, all subrogation rights against the Cityand the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Design-Builder must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

PROFESSIONAL LIABILITY AND/OR ERRORS AND OMISSIONS

Coverage must be afforded for Wrongful Acts in an amount not less than \$5,000,000 each claim and \$5,000,000 aggregate.

Design-Builder must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Insurance Certificate Requirements

a. The Design-Builder shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b. The Design-Builder shall provide a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Design-Builder to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Design-Builder shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claimsmade form, the certificate will show a retroactive date, which should be the same date of the initial contractor prior.

f. The City shall be named as an Additional Insured on all general liability policy and professional liability policy.

g. The City shall be granted a Waiver of Subrogation on the Design-Builder's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

The Design-Builder has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not coveredbecause of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Design-Builder's expense.

If the Design-Builder's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Design-Builder may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Design-Builder's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Design/Builder's insurance and shallbe non-contributory. Any exclusions or provisions in the insurance maintained by the Design-Builder that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of this Agreement.

All required insurance policies must be maintained until the Contract Work has been accepted by the City, and/or this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Design-Builder must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Design-Builder's insurance policies.

The Design-Builder shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement, shall be provided to the Design-Builder's insurance company and the City's Risk Management office assoon as practical.

It is the Design-Builder's responsibility to ensure that all independent Contractors and subconsultants/subcontractors comply with these insurance requirements. All coverages for independent contractors, subconsultants/subcontractors, sub-subconsultants/sub-subcontractors, shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Design-Builder.

12.4 All deductibles for insurance required in this Agreement are the responsibility of the Design-Builder. Certificates will indicate no modification or change in insuranceshall be made without thirty (30) days in advance notice to the certificate holder.

Certificate holder must read: CITY OF FORT LAUDERDALE, 100 North Andrews Avenue, Fort Lauderdale, Florida 33301. Compliance with the foregoing requirements shall not

relieve the Design-Builder of its liability and obligation under this section or underany other section of this Agreement.

12.5 The Design-Builder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the Design-Builder shall be responsible for submitted new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the City shall:

A. Suspend the Agreement until such time as the new or renewed certificates are received by the City;

B. The City may, at its sole discretion, terminate the Agreement for cause and seek damages from the Design-Builder in conjunction with the violation of the terms and conditions of the Agreement.

ARTICLE 13. SUSPENSION, NOTICE TO CURE, AND TERMINATION

If Design-Builder fails to begin the design and construction of the Project within the 13.1 time specified, or fails to perform the Project with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Project, in accordance with the Contract Documents and schedules, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable; or shall discontinue the prosecution of the Project, except for excused delays in accordance with this Agreement; or if Design-Builder shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors; or shall not carry on the Project in accordance with the Contract Documents, then the Cityshall give notice, in writing, to Design-Builder and its surety of such delay, neglector default, specifying the same. If Design-Builder within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then City may, upon written notice from the Project Manager of the fact of such delay, neglect or default and Design-Builder's failure to comply with such notice, terminate the services of Design-Builder, exclude Design-Builder from the Project site, and take the prosecution of the Project out of the hands of Design-Builder, as appropriate, or use any or all materials and equipment on the Project site as may be suitable and acceptable, in the City's reasonable discretion. In such case, Design-Builder shall not be entitled to receive any further payment until the Project is finished. In addition, City may enter into an Agreement for the completion of the Project according to the terms and provisions of the Contract Documents or use such other methods as in its opinion shallbe required for the completion of the Project in an acceptable manner. All damages, costsand charges incurred by City shall be deducted from any monies due or which may become due to said Design-Builder. Actions will be instituted to recover on the posted bonds. In case the damages and expense so incurred by City shall be less than the sum which would have been payable under this Agreement, if it had been completed by said Design-Builder, then Design-Builder shall be entitled to receive the difference. If such
damages and costs exceed the unpaid balance, then Design-Builder shall be liable and shall pay to City the amount of said excess.

13.2 If, after Notice of Termination of Design-Builder's right to proceed, it is determined for any reason that Design-Builder was not in default, the rights and obligations of City and Design-Builder shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause, as set forth in Section 15.3 below.

13.3 Notwithstanding any other provision in this Agreement, the performance of Work under this Agreement may be terminated in writing by City, for convenience and without cause, upon ten (10) business days from the date of Design-Builder's receipt of the written notice to Design-Builder of intent to terminate and the date on which such termination becomes effective. In such case, Design-Builder shall be paid for all work and reimbursables executed, and expenses incurred, such as materials stored, cost of severance of leases/contracts directly associated with the Project, and demobilization prior to termination. PAYMENT SHALL INCLUDE REASONABLE PROFIT FOR SERVICES ACTUALLY PERFORMED IN FULL PRIOR TO TERMINATION DATE, BUT SHALL EXCLUDE ALL LOST PROFITS, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

13.4 Upon receipt of Notice of Termination pursuant to this Article, Design-Builder shall, at its sole cost and expense (other than demobilization as a result of the Notice of Termination pursuant to Section 13.3, which shall be paid for by the City) and as a condition precedent to any further payment obligation by the City, promptly discontinue all affected work, unless the Notice of Termination directs otherwise, and deliver to City within seven (7) calendar days of termination, all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents, whether completed or in process. Compensation shallbe withheld until all documents are produced to City pursuant to this Article.

13.5 DESIGN-BUILDER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT. If the Project should be stopped under any order of any court or other public authority for a period of more than ninety (90) calendar days, through no act or fault of Design-Builder or of anyone employed by Design-Builder, or if the Project Manager shouldfail to review and approve or state in writing reasons for non-approval of any requisition for payment within twenty (20) business days after it is presented; or if City fails to pay Design-Builder within thirty (30) calendar days after submittal of a properrequisition for payment, as approved by the Project Manager, then Design-Buildermay give written notice to City, of such delay, neglect or default, specifying same. If City, within a period of ten (10) business days after such written notice, shall not remedythe delay, neglect, or default upon which notice is based, then Design-Builder may stop work until payment is made, or terminate this Agreement and recover from City payment for all Work executed and reasonable expenses sustained, but excluding any claimfor payments for lost profits, indirect, special, consequential or other damages.

ARTICLE 14. DISPUTE MITIGATION OR RESOLUTION

14.1 WORK CONTINUANCE AND PAYMENT. Unless otherwise agreed in writing, Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If Design-Builder continues to perform, Owner shall continue to make payments in accordance with the Agreement.

14.2 DIRECT DISCUSSIONS. If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within ten (10) days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

14.3 MEDIATION If direct discussions pursuant to Section 14.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within 90days of the matter first being discussed. The costs of the mediation shall be shared equally by the Parties.

14.4 MULTIPARTY PROCEEDING. The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

ARTICLE 15. MISCELLANEOUS PROVISIONS

15.1 EXTENT OF AGREEMENT. Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

15.2 ASSIGNMENT Neither Owner nor Design-Builder shall assign its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

15.3 NO DAMAGES FOR DELAY: NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST CITY BY REASON OF ANYDELAYS. Design-Builder shall not be entitled to an increase in the Contract Priceor payment or compensation of any kind from City for direct, indirect, consequential, impact, or other costs, expenses or damages including, but not limited to, costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrancefrom any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, Design-Builder hindrances or delays are not due solely to fraud, bad faith or active interference by the City, Design-Builder shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delays, in accordance with and to the extent specifically provided above. The specific application of any sort upon the further application of this Article. Ten dollars (\$10.00) of Design-Builder's fee is acknowledged as separate and independent consideration for the covenants contained in this Article.

15.4 GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the exclusive jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. EACH PARTY HEREBY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY SUCH LITIGATION. DESIGN-BUILDER SHALL SPECIFICALLY BIND ITS PROJECT TEAM MEMBERS AND ANY AND ALL SUBCONTRACTORS TO THE PROVISIONS OF THIS AGREEMENT.

15.5 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

15.6 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

15.7 JOINT DRAFTING. The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

15.8 RIGHTS AND REMEDIES. The Parties' rights, remedies, liabilities and responsibilities with respect to this Agreement, whether in contract, tort, negligence or otherwise shall be exclusively those expressly set forth in this Agreement.

15.9 AUDIT RIGHT AND RETENTION OF RECORDS. City shall have the right to audit

thebooks, records, and accounts of Design-Builder that are related to this Project. Design-Builder shall keep such books, records, and accounts as may be necessaryin order to record complete and correct entries related to the Project. Design-Builder shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any otherdocuments pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to Design-Builder's records, Design-Builder shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Design-Builder. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon suchentry.

15.10 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT. Design-Builder shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act in the course of providing any services funded in whole or in party by City, including Titles 1 and 11 of the Act, and all applicable regulations, guidelines and standards.

Design-Builder's decisions regarding the delivery of work and services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

Design-Builder shall comply with Title 1 of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Design-Builder shall takeaffirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Design-Builder shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

15.11 PUBLIC ENTITY CRIMES ACT. In accordance with the Public Entity Crimes Act, Sec.287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a Public Entity Crime, may not submit a bid on a contract to provide any goods or services to the City may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor supplier, Subcontractoror consultant under a contract with the City and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as amended, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of the City purchase and may result in debarment.

15.12 TAXES. Design-Builder shall pay all applicable sales, consumer, use and other taxes as required by law. Design-Builder is responsible for reviewing the pertinentstate statutes involving state taxes and complying with all requirements. All such taxes that are required as of the time of Agreement execution shall be included in the Firm Fixed Price/Lump Sum Price.

15.13 SCRUTINIZED COMPANIES. Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Design-Builder certifies that it is not on the ScrutinizedCompanies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended orrevised, and that it is not engaged in a boycott of Israel, and that it does not have businessoperations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City's option if the Design-Builder is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israelor has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

15.14 PUBLIC RECORDS

IF THE DESIGN-BUILDER FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: (954) 828-5002; EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Design-Builder Firm shall:

Keep and maintain public records required by the City in order to perform the service. 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, Florida Statutes (2020), as may be amended or revised, or as otherwiseprovided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Design-Builder does not transfer the records to the City. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Design-Builder or keep and maintain public records required by the City to perform the service. If the Design-Buildertransfers all public records to the City upon completion of this Agreement, the Design-Builder shall destroy any duplicate public records that are exemptor confidential and exempt from public records disclosure requirements.

If the Design-Builder keeps and maintains public records upon completion of this Contract, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

ARTICLE 16. CONTRACT DOCUMENTS

16.1 CONTRACT DOCUMENTS. The Contract Documents are as follows:

- (a) This Agreement;
- (b) Basis of Design/Owner's Program;
- (c) Clarifcations and Assumptions;
- (d) Owner-provided information pursuant to Section ____ and other
- Owner information identified as intended to be a contract document;
- (e) The Schematic Design Documents upon Owner approval pursuant to

Section ___;

(f) The Design Development Documents upon Owner approval pursuant to Section ____;

(g) The Construction Documents upon Owner approval under Section ____;

(h) Change Order, Interim Directives, and amendments issued in accordance with this Agreement.

ORDER OF PRECEDENCE. In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement, including Amendment 1; (b) this Agreement; (c) design documents approved by Owner pursuant to Section _____ and Section _____ in order of the most recently approved; (d) information furnished by Owner pursuant to Section ______; (e) other documents listed in this Agreement. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Where figures are given, they shall be preferred to scaled dimensions. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

ARTICLE 17. NOTICES

17.1 Notice. Whenever any Party desires to give notice to any other party, it must be given by written notice sent by electronic mail, followed by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this Section. For the present, the Parties designate the following as the respective places for giving notice:

CITY:

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301 Attn: City Manager (CLagerbloom@fortlauderdale.gov)

With a copy to:

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301 Attn: City Attorney (<u>ABoileau@fortlauderdale.gov</u>)

HENSEL PHELPS:

Hensel Phelps Construction Co. 888 SE 3rd Avenue, Suite 200 Fort Lauderdale, FL 33316

With a copy to:

Stephanie J. Toothaker, Esq. (<u>stephanie@toothaker.org</u>) 901 Ponce de Leon Drive Fort Lauderdale, FL 33316 Telephone: (954) 648-9376

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Comprehensive Agreement to be effective as of the day and year first set forth above.

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida

JEFFREY A. MODARELLI City Clerk By: _____

CHRISTOPHER J. LAGERBLOOM City Manager

Date: _____

Approved as to form: ALAIN E. BOILEAU, City Attorney

Ву:_____

RHONDA MONTOYA HASAN Assistant City Attorney

WITNESSES:	HENSEL PHELPS CONSTRUCTION CO, GP, a Delaware General Partnership authorized to transact business in the State of Florida d/b/a HENSEL PHELPS CONSTRUCTION
[Witness print/type name]	By: Kirk J. Hazen, Vice President Southeast District
[Witness print/type name]	ATTEST:
	By: Secretary
CORPORATE SEAL	
STATE OF COUNTY OF	
The foregoing instrument was act or □ online notarization, this as Vice President, Southeast Dis Delaware General Partnership a d/b/a HENSEL PHELPS CONST	knowledged before me by means of □ physical presence day of, 2021, by Kirk J. Hazen strict of HENSEL PHELPS CONSTRUCTION CO, GP, a authorized to transact business in the State of Florida RUCTION.
(NOTARY SEAL)	(Signature of Notary Public – State of Florida)
	Print, Type or Stamp Commissioned Name of Notary Public)
Personally Known OR Pro Type of Identification Produced_	duced Identification

	DRAWIN	G INI	DEX
G COV	GENERAL COVER SHEET		
C			
GI-001			
GI-002 GI-003	CONSTRUCTION SPECIFICATIONS GENERAL NOTES		
CD-101	DEMOLITION PLAN		
CG-501	EROSION CONTROL DETAILS		
CP-101 CP-301	PAVING, GRADING AND DRAINAGE PLAN PAVING, GRADING AND DRAINAGE SECTIONS		
CP-501	PAVING, GRADING AND DRAINAGE DETAILS		
CP-503	PAVING, GRADING AND DRAINAGE DETAILS		
CU-101 CU-501	WATER AND SEWER PLAN WATER AND SEWER DETAILS		
CU-502	WATER AND SEWER DETAILS		
L LI-101	IRRIGATION PLAN		
LI-501 LP-001	LANDSCAPE NOTES		
LP-101 LP-501	LANDSCAPE PLAN LANDSCAPE DETAILS		
TD-101	TREE DISPOSITION PLAN		
A			
A-002 A-101	SOUTH BUILDING FLOOR PLANS		
A-201 A-201	SOUTH BUILDING COLOR ELEVATIONS SOUTH BUILDING ELEVATIONS		
A-301	SOUTH BUILDING SECTION		
A-502	RENDERING		
A-502	RENDERING		
E F-11^	ELECTRICAL PARKING AREA PHOTOMETRICS		
E-11B	POOL AREA PHOTOMETRICS		
E-11C	LIGHT POLE DETAILS		

PROJECT #P11900 FORT LAUDERDALE AQUATIC CENTER SUUTH BUILDING



CITY OF FORT LAUDERDALE DRC SUBMITTAL 11-10-2020 NOT FOR CONSTRUCTION

501 SEABREEZE BOULEVARD

FORT LAUDERDALE, FLORIDA 33316

PREPARED BY: CARTAYA & ASSOCIATES ARCHITECTS, P.A. 2400 EAST COMMERCIAL BLVD, SUITE 201

FORT LAUDERDALE, FLORIDA, 33308 954-771-2724

HENSEL PHELPS (DESIGN BUILDER) SOUTH FLORIDA OFFICE 888 SE 3rd AVENUE, SUITE 200 FT. LAUDERDALE, FLORIDA 33316

KEITH & ASSOCIATES (CIVIL, LANDSCAPING, TRAFFIC ENGINEERING) 301 EAST ATLANTIC BOULEVARD POMPANO BEACH, FLORIDA 33060

> LOUIS BERGER (STRUCTURAL, MEP ENGINEERING) 470 SOUTH ANDREWS AVENUE, SUITE 206 POMPANO BEACH, FLORIDA 33069

COUNSILMAN-HUNSAKER (POOL DESIGN) 10733 SUNSET OFFICE DRIVE, SUITE 400 ST. LOUIS, MO. 63127

WELLER POOLS (DESIGN ASSIST AQUATIC BUILDER) 1821 S ORANGE BLOSSOM TRAIL APOPKA, FLORIDA 32703



PROJECT #P11900 FORT LAUDERDALE AQUATIC CENTER RENOVATION

501 SEABREEZE BOULEVARD, FORT LAUDERDALE, FL 33316



100 North Andrews Avenue, Fort Lauderdale, Florida 33301

FORT LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS HEATHER MORAITIS STEVEN GLASSMAN ROBERT McKINZIE BEN SORENSEN

MAYOR

COMMISSIONER - DISTRICT I COMMISSIONER - DISTRICT II COMMISSIONER - DISTRICT III COMMISSIONER - DISTRICT IV

JOB TITLE PROJECT MANAGER

NAME TOM GREEN

PHONE NO. (954) 828-4008

DATE: 11/05/2020

CAD FILE: P11900-G-000-COVR

DRAWING FILE No.: 4 - 141 - 57

NOT FOR CONSTRUCTION

Exhibit 1 Page 47 of 115

]				
	Gener	al Symbols		Paving ar	nd Grading		Abbreviations
Existing	Proposed	Description	Existing	Proposed	Description	General	
С. В	<u>ଜ </u>	Centerline & Baseline of Survey or Construction		~ ~	Flow Directional Arrow	AADT	Annual Average Daily Traffic
		Building Access (ADA)			Pavement Marking Arrows	ABAN	Adjust
		Building Access (NON-ADA)	1	1	Stop Bar	ADJ	
		Driveway Turnout Identification (Per FDOT Index 515) w/			Concrete Sidewalk	APPROX.	
A-1 24' WIDE	(A-1) 24' WIDE	Drive Width	$\begin{array}{c} + & + & + & + \\ + & + & + & + & + \\ + & + &$	* * * * * * * * * * * * * * *	Jogging Path		Asphalt Concrete Asphalt Coated Corrugated Metal Pir
(CR-A)	(CR-A)	Sidewalk Curb Ramp (Per FDOT Index 304)			Pavement Area		Rituminous
	XXX XXX	Proposed Section Marker			Existing Pavement/Concrete/ Landscape Removal Area		Brack Of Curb
Þ	b	Flag Pole			Milling And Resurfacing	BD	Bound
			60000	Pooood	Detectable Warning (Truncated Domes) Per Florida	BI	Baseline
		GPS Point		<u> </u>	Accessibility Code	BLDG	Building
	-	Hay Bales			Soil Tracking Prevention Device	BM	Benchmark
NB		Mail Box		Drainage	> / Utilities	BO	By Others
5.00	5.00	Major Contour Elevation	Existing	Proposed	Description	BOS	Bottom Of Slope
5.20	5.20	Minor Contour Elevation	СВ	СВ	Catch Basin	BR.	Bridge
		Parking Meter		<u></u>	Yard Drain	CAP	Corrugated Aluminum Pipe
₽	₽	Property Line	СВ	СВ	Exfiltration Trench	СВ	Catch Basin
	<u> </u>		CB	Св	Catch Basin With Filter Fabric Insert	CBCI	Catch Basin With Curb Inlet
+~~		Grade Elevation			Curb Type 5	СС	Cement Concrete
	14.90	Top Of Curb Elevation/Pavement Elevation			Curb Type 6	ССМ	Cement Concrete Masonry
—	 ⊕-	Soil Test Boring Hole			Pipe Culvert - Mitered End Section	CEM	Cement
\$ R.M NO 112	F.M NO 112	Survey Bench Mark			Pipe Culvert - Straight Endwall	CI	Curb Inlet
			LC	с	Pipe Culvert - U - Type Endwall	CIP	Cast Iron Pipe
					Manhole - Communication Electric Gas Drn San Sew	CLF	Chain Link Fence
Existing	Proposed	Description				CL	Centerline
		County Bound			Valve Box - Gas, San. Sew, Water, Non-Potable Water	CMP	Corrugated Metal Pipe
		Demolition Line			22.5 degree Bend	CO.	County
		Easement Line		<u>ــــــــــــــــــــــــــــــــــــ</u>	45 degree Bend	CONC	Concrete
· · · · · · ·		Property Line			90 degree Bend	CONT	Continuous
	·	t imited Access Line/Non Vehicular Access			Litility Crossing	CONST	Construction
				×		CR GR	Crown Grade
		Railroad	-	<u> </u>	Prepaged Restarial gized Compling Daint	DHV	
		Right Of Way			Proposed Bacteriological Sampling Point		
		Canal Or Drainage Ditch					Diameter Ductile Iron Pine
		Shore Line	GI	GT	Sentia Tank		Driveway
		Tree Line				ELEV (OR EL.)	Elevation
C _X	C	Aerial Communication Line				EMB	Embankment
— — C _v —	C	Underground Communication Line				EOP	Edge Of Pavement
SD,	SD	Underground Storm Drain Line (Double Line 24" And Over				EXIST (OR EX)	Existing
\$2		Underground Sepitory Line			Sanitary Sewer Cleanout	EXC	Excavation
55 _x					Back Flow Preventor	F&C	Frame And Cover
E _X	E	Aerial Electric Line		\bigcirc	Junction Box	F&G	Frame And Grate
E _x	E	Underground Electric	E	E	Electric Handhole	FDN.	Foundation
W _x	W	Underground Water Line	ELEC	ELEC	Electric Meter	FLDSTN	Fieldstone
NPW	NPW	Underground Non Potable Water Line	<u>\\\</u>	<u>\</u>	Water Meter	GAR	Garage
FM _x	FM	Underground Force Main		\bowtie	Gate Valve	GD	Ground
<u>/2'</u>		Gate		$ \longrightarrow $	Guy wire	GI	Gutter Inlet
		Chain Link Fence	0-0	00	Light Pole	GIP	Galvanized Iron Pipe
				9 -9	Relocated Or Adjusted Light Pole	GRAN	Granite
		Wood Fence	. ¢	¢	Wood Power Pole	GRAV	Gravel
X X	<u> </u>	Metal Rail Fence			Concrete Utility Pole	GRD	Guard
SF	SF	Silt Fence	©	©	Traffic Signal Pole (Concrete, Wood, Metal)	GV	Gate Valve
		Staked Turbidity Barrier	—	-	Pedestrian Signal Head (Pole Or Pedestal Mounted)	HDPE	High Density Polyethylene
		Turbidity Barrier		-0-	Post Mounted Sign	HDW	Headwall
		Guard Bail	<u>ф</u>	- •	Street Sign	HMA	
		Roadway Centerline	j j		High Mast Lighting Tower	HOR	Horizontal
					Controller Cabinet (Base Mounted)	HYD	
		2 - 4 Skip			Controller Cabinet (Pole Mounted)		
		3 - 9 Skip			Traffic Signal Head (Span Wire Mounted)		Junction
		6- 10 Skip		~ ■	Traffic Signal Head (Pedestal Mounted)		
		10 - 30 Skip			Traffic Signal Head (Mast Arm Mounted)		Light Pole
		10 - 10 - 20 Skip		N: 622025 4222	Coordinate values shown on proposed improvements		
		Curb		IN: 023025.4322	are relative to the coordinate values indicated on the	μαγ	Maximum
				E: 850262.1786	Right-of-Way, property corners or reference monument	MR	Mailbox
						MFG	Match Existing Grade
	Lan	ascaping				МН	Manhole
Existing	Pronosed						
Existing	Proposed	Description	-			MIN	Minimum
Existing	Proposed	Description Bush				MIN	Minimum Not In Contract
Existing	Proposed CCCC &	Description Bush Tree				MIN NIC	Minimum Not In Contract

		Abbreviations Continued
	NO	Number
	NO.	
		Point Of Corpound Curvature
	P.G.L.	Profile Grade Line
al Dina	PI	
ai Pipe	POC	Point On Curve
	POT	
	PRC	Point Of Reverse Curvature
	PROJ	Project
	PROP	Proposed
	PT	
	PVC	Point Of Vertical Curvature
	PVI	Point Of Vertical Intersection
	PVT	Point Of Vertical Langency
	PVMT	Pavement
	PWW	Paved Water Way
	R	Radius Of Curvature
	R&D	Remove And Dispose
	RCP	Reinforced Concrete Pipe
	RD	Road
	RDWY	Roadway
	REM	Remove
	RET	Retain
	RET WALL	Retaining Wall
	ROW	Right Of Way
	RR	Railroad
	R&R	Remove And Reset
	RT	Right
	SHLD	Shoulder
	SMH	Sewer Manhole
	ST	Street
	STA	Station
	SSD	Stopping Sight Distance
	SW	Sidewalk
	Т	Tangent Distance Of Curve/Truck %
	TAN	Tangent
	TEMP	Temporary
	ТС	Top Of Curb
	TOS	Top Of Slope
	TSV	Tapping Sleeve and Valve
	ТҮР	Typical
	UP	Utility Pole
	VAR	Varies
	VERT	Vertical
	VC	Vertical Curve
	WCR	Wheel Chair Ramp
	WIP	Wrought Iron Pipe
	WM	Water Meter/Water Main
	X-SECT	Cross Section



PH: (954) 788-3400

State of Florida Certificate of Authorization Number - 7928



KEITH PROJECT NO. 10210.01



CONSTRUCTION SPECIFICATIONS

Section 20 - General Specifications Paving Grading Drainage and Earthwork 20.General

- 20.1. It is the intent of these specifications to describe the minimum acceptable technical requirements for the materials and workmanship for construction of site improvements for this project. Such improvements may generally include, but not to be limited to, clearing, grading, paving, removal of existing pavement storm drainage, water lines and sanitary sewers.
- 20.2. It is the intent that the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction: (current edition) together with "Supplemental Specifications to the Standard Specifications for Road and Bridge Construction" (current edition), and the FDOT Roadway and Traffic Design Standards (current edition) be used where applicable for the various work, and that where such wording therein refers to the State of Florida and its Department of Transportation and personnel, such wording is intended to be replaced with the wording which would provide proper terminology; thereby making such "Standard Specifications for Road and Bridge Construction" together with the "FDOT Roadway and Traffic Design Standards" as the "Standard Specifications" for this project. If within a particular section, another section, article or paragraph is referred to, it shall be part of the Standard Specifications also. The Contractor shall abide by all local and State laws, regulations and building codes which have jurisdiction in the area.
- 20.3. The Contractor shall furnish all labor, materials and equipment and 22.3. Pipe backfill requirements for pipe backfill crossing roads or parking perform all operations required to complete the construction of a paving areas shall be as defined in the section 125-8. of the Standard and drainage system as shown on the plans, specified herein, or both. It Specifications. Pipeline backfill shall be placed in 6 inch lifts and with these specifications and the construction drawings. The material 22.4. Location of drainage structures shall govern, and pipe length may and equipment shown or specified shall not be taken to exclude any other incidentals necessary to complete the work.
- 20.4. All labor, materials, and methods of construction shall be in strict 22.5. Distance and lengths shown on plans and profile drawings are accordance with the plans and construction specifications and the minimum engineering and construction standards adopted by the unit of government which has jurisdiction and responsibility for the construction. Where conflicts or omissions exist, the jurisdictional government Engineering Department's standards shall govern 23. Asphalt Paving Substitutions and deviations from plans and specifications shall be 23.1. Where new asphalt meets existing asphalt, the existing asphalt shall permitted only when written approval has been issued by the Engineer.
- 20.5. Guarantee all materials and equipment to be furnished and/or installed by the Contractor under this contract, shall be guaranteed for a period of (I) one year from the date of final acceptance thereof, against 23.2. Internal asphalt paving constructed on existing sandy soils shall be defective materials, design and workmanship. Upon receipt of notice from the owner of failure of any part of the guaranteed equipment or materials, during the guarantee period, the affected part or materials shall be replaced promptly with new parts or materials by the contractor, at no expense to the owner. In the event the Contractor fails to make necessary replacement or repairs within (7) seven days after notification 23.3. Asphaltic concrete surface course shall be constructed to the limits about on the plane. The surface course shall be constructed to the limits by the owner, the owner may accomplish the work at the expense of the contractor.
- 21.Earthwork
- 21.1. All areas within the project limits shall be cleared and grubbed prior 23.4. Limerock base shall be prepared, compacted and graded and shall to construction. This shall consist of the complete removal and disposal of all trees, brush, stumps, roots, grass, weeds, rubbish and all other obstructions resting on or protruding through the surface of the existing ground to a depth of 1'. All work shall be in accordance with section 110 of the Standard Specifications.
- 21.2. None of the existing limerock material from demolished pavement is to be incorporated in the new limerock base, unless noted in plans. The existing limerock material from demolished pavement may be incorporated into the stabilized subgrade / subbase, or stabilized shoulder.
- 21.3. Fill material shall be classified as A-I, A-3, or A-2-4 in accordance with AASHTO N--145 and shall be free from vegetation and organic 23.5. Limerock base material shall be placed in maximum 6" lifts. Bases material. Not more than 12% by weight of fill material shall pass the no. 200 sieve.
- 21.4. All fill material in areas not to be payed shall be compacted to 95% of the maximum density as determined by AASHTO T-99.
- 21.5. All material of construction shall be subject to inspection and testing to establish conformance with the specifications and suitably for the uses intended. The Contractor shall notify the Engineer at least 24 hours prior to the time he will be ready for an inspection or test. The 24.Concrete Construction Contractor shall follow City and County inspection procedures. The 24.1. Concrete sidewalk shall be in accordance with section 522 of the Contractor shall not proceed with any phase of work dependent on an inspection or test of an earlier phase of work, prior to that test or inspection passing. The Contractor shall be responsible for providing certified material test results to the Engineer of record prior to the release of final certification by the Engineer. Test results must include, but may not be limited to, densities for subgrade and limerock, utilities, excavation, asphalt gradation reports, concrete cylinders, etc.
- 21.6. When encountered, muck shall be completely removed from the 24.2. Sidewalk Curb ramps hall be in accordance with F.D.O.T. Roadway center line (10) ten feet beyond the edge of pavement each side. All such material shall be replaced by approved granular fill.
- 21.7. When encountered within drainage swales, hardpan shall be removed to full depth for a width of (5) five feet at the invert and replaced with granular materials.
- 21.8. All underground utilities and drainage installations shall be in place prior to subgrade compaction and pavement construction.
- 21.9. Ground adjacent to roadway/pavement having runoff shall be graded Section 30 Water distribution and sanitary sewer force mains. (2) two inches lower than the edge of pavement to allow for the $\frac{30.1}{30.1}$ Materials placement of sod.
- 21.10. Site grading elevations shall be within 0.1' of the required elevation for non paved areas and all areas shall be graded to drain without ponding.
- 21.11. The Contractor shall perform all excavation, fill, embankment and grading to achieve the proposed plan grades including typical road sections, side slopes and canal sections. All work shall be in accordance with section 120 of the Standard Specifications. If fill material is required in excess of that generated by the excavation, the Contractor shall supply this material as required from off-site.
- 21.12. A 2" blanket of top soil shall be placed over all areas to be sodded or seeded and mulched within the project limits unless otherwise indicated

on the plans.

- 21.13.Sod shall be St. Augustine unless otherwise indicated on the plans, and shall be placed on the graded top soil and watered to insure satisfactory condition upon final acceptance of the project. 22.Drainage
- 22.1. Inlets all inlets shall be the type designated on the plans, and shall be constructed in accordance with section 425 of the Standard Specifications. All inlets and pipe shall be protected during construction to prevent siltation in the drainage systems by way of temporary plugs and plywood or plastic covers over the inlets. The entire drainage system shall be cleaned of all debris prior to final acceptance. 22.2. Pipe specifications: the material type is shown on the drawings by
- one of the following designations: RCP = reinforced concrete pipe, ASTM designation C--76,
- section 941 of the Standard Specifications. CMP = corrugated metal (aluminum) pipe, ASTM designation
- M-196. CMP (smooth lined) = corrugated metal aluminum pipe, (smooth
- lined) ASTM designation M-196. SCP = slotted concrete pipe, sections 941 and 942, of the Standard Specifications.
- PVC = polyvinyl chloride pipe.
- PCMP = perforated cmp, section 945, of the Standard • Specifications
- Corrugated High Density Polyethylene Pipe (HDPE) (12 Inches to 60 Inches), shall meet the requirements of FDOT Specification section 948-2.3.

- have to be adjusted to accomplish construction as shown on these plans
- referenced to the inner walls of structures.
- 22.6. Filter fabric shall be Mirafi, Typar or equal conforming to section 985 of the Standard Specifications.
- be saw cut to provide a straight even line. Prior to removing curb or gutter, the adjacent asphalt shall be saw cut to provide a straight even line
- constructed with a 12" subgrade, compacted to a minimum density of 100% maximum density as determined by AASHTO T-99. The compacted subgrade shall be constructed in the limits shown on the plans. All subgrade shall have an LBR of 40 unless otherwise noted.
- shown on the plans. The surface course shall consist of the thickness and type asphaltic concrete as specified in the plans. All asphaltic concrete shall be in accordance with sections 320, 327, 330, 334, 336, 337, 337, 338, 339 and 341 of the Standard Specifications.
- limerock shall be compacted to 98% per AASHTO T-180 and have not less than 70% of carbonates of calcium and magnesium unless otherwise designated. The Engineer shall inspect the completed base course and the Contractor shall correct any deficiencies and clean the base course prior to the placement of the prime coat. A tack coat will also be required if the Engineer finds that the primed base has become excessively dirty or the prime coat has cured to the extent of losing bounding effect prior to placement of the asphaltic concrete surface course. The prime and tack coats shall be in accordance with section 300 of the Standard Specifications.
- greater than 6" shall be placed in two equal lifts. If, through field tests, achieve density for the full depth of a thicker lift, and if approved by the joints shall be restrained as outlined below engineer, the base may be constructed in successive courses of not • Joint restraint more than 8 inches (200 mm) compacted thickness.
- 23.6. Asphalt edges that are not curbed shall be saw cut to provide a straight even line to the dimensions shown on plans.
- Standard Specifications and in accordance with F.D.O.T. Roadway and Traffic Design Standards, index no. 310. Concrete sidewalk shall be 4" thick, unless otherwise not and constructed on compacted subgrade, with 1/2" expansion joints placed at a maximum of 75', unless otherwise noted on plans. Crack control joints shall be 5' on center. All concrete sidewalks that cross driveways shall be 6" thick, unless otherwise noted on plans.
- and Traffic Design Standards, index no. 304.
- 24.3. Concrete curb shall be constructed to the limits shown on the plans. The concrete shall have a minimum compressive strength of 2500 PSI at 28 days and shall be in accordance with section 520 of the Standard Specifications. Concrete curbing shall be in accordance with F.D.O.T. Roadway and Traffic Design Standards, index no. 300.
- 24.4.

- Note: If materials list here on are in conflict with utility owner, material owner requirements shall govern.
- 30.1. All water main pipe, including fittings, shall be color coded or marked using blue as a predominant color to differentiate drinking water from reclaimed or other water. Underground plastic pipe shall be solid-wall blue pipe, shall have a co-extruded blue external skin, or shall be white or black pipe with blue stripes incorporated into, or applied to, the pipe wall; and underground metal or concrete pipe shall have blue stripes applied to the pipe wall. Pipe striped during manufacturing of the pipe that are located at no greater than 90-degree intervals around the pipe,

•

and that will remain intact during and after installation of the pipe. If tape or paint is used to stripe pipe during installation of the pipe, the tape or paint shall be applied in a continuous line that runs parallel to the axis of the pipe and that is located along the top of the pipe; for pipes with an internal diameter of 24 inches or greater, tape or paint shall be applied in continuous lines along each side of the pipe as well as along the top of the pipe

ANSI/AWWA standard C151/A21.51 latest revision, "ductile iron pipe centrifugally cast in metal molds or sand-lined molds" with a minimum wall thickness of class 51 (pressure class 350) unless otherwise noted in the plans. Ductile iron pipe shall be cement lined and seal coated in accordance with ANSI/AWWA standard C104/A21.4 latest revision. The pipe shall be adapted for use with class 250 fittings for all sizes. Water main shall be colored blue in accordance with Florida State Statutes.

30.3. Ductile iron pipe for sewage force mains shall conform to ANSI/AWWA standard C151/A21.51 latest revision, "ductile iron pipe centrifugally cast in metal molds or sand- lined molds" with a minimum wall thickness of class 51 (pressure class 350) unless otherwise noted in the plans. Ductile iron pipe shall be interior ceramic epoxy lined and exterior coated with the manufacturer's coating system (Protecto 401 ceramic epoxy with a minimum dry film thickness of 40 mils and an linings are not appropriate for this application.

30.4. All pipe & fittings on the lift station sites shall be ductile iron conforming to the same specifications as above for sewage force mains except that flanged ductile iron pipe & fittings shall be used inside valve pits and wet wells. Flanged pipe and fittings shall conform to ANSI/AWWA C115/a21.15 latest revision and ANSI/AWWA adhered to: 4" - 12" - class 52, 14" & larger - class 51.

ANSI/AWWA standard C900 latest revision. PVC pressure pipe shall be made from class 12454-a or class 12454-b virgin material and conform with the outside diameter of cast iron pipe with a minimum wall thickness of dr series 18. Ultra violet degradation or sun bleached pipe will be cause for rejection. Water main shall be colored blue in accordance with Florida State Statutes. Force main shall be purple pigment.

30.6. Ductile iron fittings for water distribution mains shall conform to ANSI/AWWA standard C110/A21.10 latest revision. Fittings 4" and 31.Service connection: larger shall be cement lined and seal coated in accordance with ANSI/AWWA standard C104/A21.4 latest revision. Water Main fitting 31.1. Service saddles shall be fusion bonded plastic coated ductile iron shall be colored blue in accordance with Florida state statutes.

30.7. Cast iron and ductile iron fittings for sewage force mains shall 4" and larger shall be coated in accordance with the requirements of ductile iron pipe for sewage force mains.

to ANSI/AWWA standard C111/A21.11 latest revision. Mechanical joint or push-on joint to be rubber gasket compression-type. Special fittings approval of the engineer.

gasket type only. No solvent weld or threaded joints will be permitted.

be in accordance with section 200 of the Standard Specifications. All 30.10. Water distribution system restraint: all fittings and specific pipe joints shall be restrained as outlined below:

Joint restraint

- Push-on P.V.C. EBAA iron series 1600 •
- Push-on DIP EBAA iron series 1700
- tr-flex by U.S. Pipe or
- flex ring by American
- Fittings w/ DIP EBAA iron series 1100 megalug
- Fittings w/ P.V.C. EBAA iron series 2000 megalug
- Length of restrained pipe shall be as indicated on restrained joint pipe detail. (see water & sewer detail sheet)
- the Contractor can demonstrate that the compaction equipment can 30.11. Sewage force main system restraint: all fittings and specific pipe
 - Push-on P.V.C. EBAA iron series 1600
 - Push-on DIP EBAA iron series 1700 •
 - tr-flex by U.S. Pipe or
 - flex ring by American
 - Fittings w/ DIP EBAA iron series 1100 megalug •
 - Fittings w/ P.V.C. EBAA iron series 2000 megalug
 - Length of restrained pipe shall be as indicated on restrained joint pipe detail. (see water & sewer detail sheet)
 - 30.12. Water distribution valves shall be gate valves, iron body, fully resilient seat bronzed mounted non-rising stem, rated at 200 PSI and conforming to ANSI/AWWA C509 latest revision, and shall have mechanical joints.
 - 30.12.1. Gate valves 4" and larger shall be Mueller A-2360, American ^{33.Testing:} latest revision or approved equal.
 - 30.12.2. Tapping valves shall be Mueller T-2360 or approved equal.
 - 30.12.3. Gate valves 3" or less shall be Nibco T-133 or T-136 with malleable hand wheels or approved equal.
 - 30.13. Tapping sleeves shall be Mueller H615, Clow F- 2505 or approved equal
 - 30.14. Valve boxes shall be U.S. foundry 7500 or approved equal painted blue with the designation "water".
 - 30.15. Retainer glands for DIP shall conform to ANSI/AWWA C111/A21.11 latest revision. All glands shall be manufactured from ductile iron as listed by underwriters laboratories for 250 psi minimum water pressure rating. Clow corporation model f-1058, standard fire protection equipment company or approved equal.
 - 30.16. Dresser couplings shall be regular black couplings with plain gaskets for galvanized steel pipe. They shall be dresser style 90. No substitutions allowed.
 - internal valve opening or approved equal. Pumper nozzle to be 18" from

glands are preferred for restraining. Fire hydrant shall comply with ANSI/AWWA C502 latest revision. Fire hydrants shall be painted in 33.4. For water distribution pipes, disinfection and bacteriological testing accordance with NFPA #291 or per agency standards having jurisdiction. Blue raised reflective pavement marker (rpm) shall be used to identify fire hydrant location. The placement of the rpm to be at the centerline of the outside roadway lane.

- 30.2. Ductile iron pipe for water distribution mains shall conform to 30.18. Sewage force main valves shall be plug valves which shall be of the Branch mains: every 1000 feet non-lubricated, eccentric type with resilient faced plugs, port areas for Isolated mains < 1000 feet: 2 sample points valves 20 inches and smaller shall be at least 80% of full pipe area. Port Isolated mains > 1000 feet: 3 sample points area of valves 24 inches and larger shall be at least 70% of full pipe area. The body shall be of semi-steel (ASTM A-126 C1.b) and shall have bolted bonnet which gives access to the internals of the valve. Section 40 - Gravity Sanitary Sewer Collection System Seats shall be welded overlay of high nickel content or a stainless steel plate locked in the body cavity. If a plate is used, it shall be replaceable 40. General: through the bonnet access. Bearings shall be permanently lubricated of 40.1. Manhole, valve box, meter box and other structure rim elevations stainless steel, bronze or Teflon lined, fiber glass backed Duralon. within the limits of construction are to be adjusted to conform to plan Bearing areas shall be isolated from the flow with grit seals. Valves shall grades proposed in these plans. If no other individual cost item is have packing bonnets where the shaft protrudes from the valve and the included in the contract schedule for a particular structure adjustment. packing shall be self-adjusting chevron type which can be replaced 40.2. Distance and lengths shown on plans and profile drawings are without removing the bonnet. All nuts, bolts, springs and washers shall referenced to the center of structures. be stainless steel.
- 41. Materials: outside coating of either coal tar epoxy or asphalt). Cement mortared 30.19. Plug valves shall be designed for a working pressure of 150 PSI the Note: If materials list here on are in conflict with utility owner, material valve and actuator shall be capable of satisfactory operation in either owner requirements shall govern. direction of flow against pressure drops up to and including 100 PSI (for plug valves over 12" in diameter). Valves shall be bubble tight in both 41.1. All PVC sewer pipe and fittings shall be non-pressure polyvinyl directions at 100 psi differential. Plug valves over 12" in diameter shall chloride (PVC) pipe conforming to ASTM D 3034, SDR 26, with push-on have worm gear operators. The operating mechanism shall be for rubber gasket joints. buried service with a 2 inch square operating nut.
- 41.2. Ductile iron pipe shall conform to ANSI/AWWA C151/A21.51-xx C110/A21.10 latest revision. The following thickness classes shall be 30.20. Plug valves are to be installed with the seat pointed towards the latest revision, "ductile iron pipe centrifugally cast in metal molds or upstream flow, when specified. sand-lined molds" with wall thickness class 51 for 8" and above, class is the intent to provide a complete and operating facility in accordance compacted to 100% of the standard proctor (AASHTO T--99 specifications) 30.5. PVC pressure pipe for sizes 4" through 12" and shall conform to 30.21. Swing check valves for water, sewage, sludge, and general service 52 for 4" and 6", unless otherwise directed by the engineer. Ductile iron pipe shall be epoxy lined or coated with the manufacturer's coating shall be of the outside lever and spring or weight type, in accordance system as approved by the engineer of record and the local municipality with ANSI/AWWA C 508 latest revision swing-check valves for or utility owner. In either case, the engineer's review and approval is waterworks service, 2" through 24" NPS, unless otherwise indicated, required for either alternative prior to construction. Cement mortared with full-opening passages, designed for a water-working pressure of linings are not appropriate for this application. 150 PSI they shall have a flanged cover piece to provide access to the
- disc. 41.3. All ductile iron fittings shall conform to ANSI/AWWA standard
 - impregnated with green pigment. Reuse main shall be impregnated with 30.22. High density polyethylene pipe (HDPE) for water distribution mains C110/A21.10-xx latest revision. All fittings and accessories shall be epoxy lined and as manufactured or supplied by the pipe manufacturer shall conform to AWWA C906 standard, latest revision. Pipes shall be or approved equal. color-coded blue, minimum 40 feet standard lengths.

 - (ASTM A536) with stainless steel straps, saddles shall be double strap 41.5. Manholes are to be sealed with type II sulphate resistant cement or approved equal - no molding plaster.
 - conform to ANSI/AWWA standard C110/A21.10 latest revision. Fittings 31.2. Service lines shall be polyethylene (PE 3408), 200 p.s.i rated, DR9. 41.6. Joints for bell and spigot ductile iron pipe and fittings shall conform to ANSI/AWWA standard C111/A21.11-xx latest revision. Mechanical Pipe joints shall be of the compression type totally confined grip seal joint or push-on joint to be rubber gasket compression- type. and coupling nut.
 - 30.8. Joints for bell and spigot ductile iron pipe and fittings shall conform 31.3. Corporation stops shall be manufactured of brass alloy in 41.7. PVC clean-outs to have screw type access plug. Long radius wye connections and fittings shall be used in order to access clean-out accordance with ASTM B-62 with threaded ends, as manufactured by operations. Ford ballcorp, catalog # 1100 or approved equal.
 - and joints shall be considered for specific installation subject to the 31.4. Curb stops shall be Ford v63-44w-x" latest revision or approved 41.8. Cleanouts shall be installed at all sewer services exceeding 75' in length (every 75') with a clean out at the property line, easement line, or equal. 5' from a building. The contractor shall coordinate the location of the 30.9. Joints for PVC pressure pipe shall be bell and spigot push-on rubber 31.5. Meter stops shall be 90 degree lockwing type and shall be of bronze building cleanout (5' from the building) and elevation of the end of the construction in accordance FV63-777W" latest revision with ASTM sewer service with the building plumbing contractor. Cleanouts shall be B-62. Meter stops shall be closed bottom design and resilient "0" ring the same size as the service lateral in which they are installed. sealed against external leakage at the top. Stops shall be equipped with
 - a meter coupling nut on the outlet sides, as manufactured by Ford or 42. Installation: approved equal. 42.1. PVC sewer pipe shall be laid in accordance with ASTM D 2321 and
 - 32. Installation:
 - 32.1. Where restrained pipe joints are required due to fittings, 42.2. DIP shall be installed in accordance with ANSI/AWWA C-600-xx appurtenances, etc., pipe material shall be DIP atest revision.
 - 32.2. All PVC pipe shall be installed in accordance with the uni-bell plastic pipe association "guide for installation of PVC pressure pipe for 42.3. Pipe to manhole connection to be Fernco neoprene boot couplings municipal water distribution system," and ANSI/AWWA C605-xx latest with stainless steel accessories or approved equal. revision standard. 42.4. Manholes shall be set plumb to line and grade on firm subgrade
 - providing uniform bearing under the base. 32.3. All DIP shall be installed in accordance with ANSI/ C600-xx latest revision. 42.5. All openings and joints shall be sealed watertight.
 - 32.4. All water mains shall typically be laid with a minimum 36" cover for 42.6. Two coats of Koppers 300-m, first red, second one black, shall be PVC and 30" cover for DIP. applied to the inside of all manholes and shall be applied in accordance with the manufacturer's specifications (16 mils per coat). Coating as lines. A 14 gauge multi-strand wire shall be attached to all required by utility owner or engineer shall be applied to the outside of the manhole. The interior coats shall be applied after sewer lamping of nonconductive water mains to facilitate location. An extra 4 feet of wire lines. After the application of each coat, the utility owner and engineer shall be provided at all valves, blow-offs, hydrants, etc. The wire shall shall inspect the manholes. The inspection shall be scheduled a be tested for continuity at the pressure test. minimum of 48 hours prior to inspection.
 - 32.5. Detector tape shall be laid 18 inches above all water and sewer
 - 32.6. Pipe deflection shall not exceed 50% of the maximum deflection 43.Testing: Testing of gravity sewer mains and laterals shall be in recommended by the manufacturer. accordance with the utility owner's minimum design and construction 32.7. A continuous and uniform bedding shall be provided. Backfill material standards latest revision.
 - shall be placed in accordance with the plans and specifications.
 - 43.1. After construction of the sewer system, the engineer may require a 32.8. All valves shall be installed with adjustable cast iron valve boxes with visual infiltration and/or exfiltration test to be performed on the entire the word "water" or "sewer", as applicable, cast in the cover. U.S. system or any part thereof. foundry or approved equal.

250 line or Clow F-6100, conforming to ANSI/AWWA C500 33.1. Before any physical connections and acceptance for operation to the 43.3. The allowable limits of sewer pipe leakage for gravity sewer mains existing water mains are made, the complete water system shall be shall not exceed 100 gallons per inch of inside pipe diameter per mile flushed, pressure tested and disinfected. Copies of passing per day for any section tested. No visible leakage shall be allowed. bacteriological results and pressure test results must be submitted to, and approved by, the engineer, utility owner, and health department. 43.4. The installed sewers may require video inspections Hydrostatic testing of new mains shall be performed at a minimum starting pressure of 150 PSI for two hours in accordance with ANSI/AWWA C600-05 (hydrostatic test). The pressure test shall not vary more than 5 PSI during the test. The allowable leakage during the pressure test shall be less than the number of gallons per hour as determined by the formula: L = (sd(p)1/2)/148,000.

> In which L equals the allowable leakage in gallons per hour. S equals length of pipe (linear feet), d equals nominal diameter of pipe (inches) and p equals the average test pressure (pounds per square inch gauge). Maximum length of test pipe section should be 2000 feet. The water system shall be disinfected in accordance with the ANSI/AWWA C651-05 (water main bacteriological tests).

shall have continuous stripes that run parallel to the axis of the pipe, 30.17. Fire hydrants shall be Mueller centurion traffic type A-423 with 5 1/4" 33.2. The pressure test shall be witnessed by a representative of the utility owner and the engineer of record.

- finished grade. All hydrants to be installed with control valve. Retainer 33.3. For water distribution pipes, sampling points shall be provided by the contractor at the locations shown on the plans.
 - shall be in accordance with ANSI/AWWA C651-14 (water main bacteriological tests). Maximum distance between sampling points shall be as follows:
 - Transmission mains: every 1200 feet

41.4. Manholes shall be precast per ASTM C 478 and in accordance with the plans and specifications.

- the Uni-Bell plastic pipe association's "recommended practice for the installation of PVC sewer pipe."

43.2. An air test may be substituted for the water exfiltration test, upon approval of the engineer.



STEPHEN D. WILLIAMS, P.E. FLORIDA REG. NO. 32090 (FOR THE FIRM)

KEITH PROJECT NO. 10210.01

KEITH

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Pompano Beach, Florida 33060-6643

PH: (954) 788-3400

State of Florida Certificate of

Authorization Number - 7928

General Notes

This construction project may or may not include all items covered by these notes and specifications, i.e. paving, grading, drainage lines, water lines, or sanitary sewer lines. See plans for detailed project scope. Notes and specifications on this sheet refer to paving, grading, drainage, water, and sanitary sewer, and are intended for this projects scope of work and for reference purposes for other work items that may be required due to unforeseen existing conditions or required remedial work.

1. Specific Site Notes

- 1.1. County and "City" in these notes refers to County and 3.12. The topographic survey included with this set of plans City in which project resides.
- 1.2. State in these notes refers to the State of Florida.
- 1.3. Existing topographic information in the plans is based on survey data and best available information. See project survey and notes on plan sheets regarding the source of the topographic information.

2. Applicable Codes

- 2.1. All construction and materials shall conform to the standards and specifications of the city, county, and all other jurisdictional. State and national codes where applicable.
- 2.2. In the event of a conflict between the general notes and construction specifications in these plans, and the contract documents and specifications in the specification booklet, the contractor shall submit written request for clarification.
- 2.3. All construction shall be done in a safe manner and in strict compliance with all the requirements of the Federal occupational safety and health act of 1970, and all State and jurisdictional safety and health regulations.
- 2.4. The contractor shall be required to comply with Federal, State, County, and City laws, codes, and regulations.
- 2.5. All handicap accessible areas to conform to the requirements of the Americans with Disabilities Act (ADA), State ADA codes, and Florida Building Code ADA codes latest edition.
- 2.6. Trench safety act
- 2.6.1. All trench excavation shall be performed in accordance with chapter 90-96 of the laws of Florida (the trench safety act).
- 2.6.2. All trench excavation in excess of 5 feet in depth shall be undertaken in accordance with O.S.H.A. standard 29 cfr. Section 1926.650 subpart p.
- 2.6.3. The contractor shall submit with his contract a completed, signed, and notarized copy of the trench safety act compliance statement. The contractor shall also submit a separate cost item 3.15. The contractor shall be responsible for the repair and identifying the cost of compliance with the applicable trench safety codes.
- 2.6.4. A trench safety system, if required, shall be designed by the excavation contractor utilizing a specialty engineer as required.

3. Construction Notes:

- 3.1. Contractor shall tie to existing grade by evenly sloping from closest proposed grade provided to existing grade at limits of construction, unless otherwise noted on the plans. If no limit of work line is indicated, slope to adjacent property line or right-of-way line, as applicable.
- Unless otherwise indicated on the plans, all existing manholes, catch basins, meters and other structures, whether indicated on the plans or not shall be 3.17. Any known or suspected hazardous material found on adjusted to match the new grade, by the contractor.
- 3.3. The curb shall be sloped to accommodate the new pavement, catch basin and grate, and the surface flow pattern.
- 3.4. The contractor shall use care when cutting the existing asphalt pavement and during excavations, so that the existing catch basins and grates that are to remain will not be damaged.
- 3.5. The contractor shall maintain the roadway slope when resurfacing the roadway. The edge of pavement
- The new sidewalk shall be constructed in accordance with the given elevations and at the proper slopes depicted in the specifications, details and standards. Existing driveways and other features shall be matched when possible as directed by the engineer.
- 3.7. Radii shown are to the edge of pavement
- 3.8. All bench mark monuments within the limits of 4.1. construction shall be protected and referenced by the contractor in the same way as public land corners. 4.2.
- 3.9. All excess material is to be disposed by the contractor within 72 hours.
- 3.10. In areas where the base is exposed by the milling operation, the contractor shall restore the base to its 4.3. original thickness and structural capacity before paving over such areas. This includes but is not limited

to restoring original degree of compaction, moisture 4.4. content, composition, stability, and intended slope. If paving will not take place the same day the base is exposed and reworked, the base shall be sealed according to the governing standards and 4.5. specifications. Any additional work resulting from the contractor's failure to protect the exposed base as stated above in order to restore the original structural capacity shall be the contractor's cost.

- 3.11. The contractor is to maintain existing signage during construction operations, in order to facilitate emergency vehicle traffic.
- reflects pre-demolition conditions and does not reflect the site conditions after demolition. The contractor is fully and solely responsible in determining the required earthwork for the proposed development of the site. This includes, but is not limited to, any excavation/dredge and fill activities required at any phase of the project. The contractor shall use the final approved (released for construction) plans, surveys, geotechnical reports, and any other available information for determining the amount of excavation/dredging and filling required. Any quantities included in the approved 4.6. permits were estimated by the engineer for purposes of obtaining the permit and under no circumstances shall be used by the contractor in lieu of performing their own earthwork calculations required for cost estimating and bidding the project.
- . The contractor shall be responsible for reading and familiarizing themselves with any and all available geotechnical reports prepared by others and/or any recommendations written or implied by the geotechnical engineer for this project. The geotechnical conditions and recommendations outlined in these reports are in force and in full effect as part of the proposed improvements. The contractor is responsible for ensuring that all the work associated with this project is in compliance with the geotechnical engineer's recommendations. Keith and Associates, Inc. is not responsible for the suitability or unsuitability of the soils encountered. It is the contractor's responsibility to ensure that the means and methods of construction used can and will allow for the successful completion of the required site improvements. 47
- 3.14. The contractor shall ensure that the available geotechnical information is sufficient for his complete understanding of the soil conditions for the site. If additional geotechnical investigation is required by 5. Inspections / Testing: the contractor, this additional work shall be considered incidental to the contract and no additional compensation shall be allowed.
- restoration of existing pavement, pipes, conduits, sprinkler heads, cables, etc., and landscaped areas damaged as a result of the contractor's operations and/or those of his subcontractors and shall restore at no additional cost.
- 3.16. The contractor shall not bring any hazardous materials onto the project. Should the contractor require such for performing the contracted work, the contractor shall request, in writing, permission from the owner, city and engineer. The contractor shall provide the owner, city and engineer with a copy of the material safety data sheet (MSDS) for each hazardous material proposed for use. The project engineer shall coordinate with the owner and city prior to issuing written approval to the contractor.
 - the project by the contractor shall be immediately reported to the city and/or engineer, who shall direct the contractor to protect the area of known or suspected contamination from further access. The city and/or engineer are to notify the owner/engineer of the discovery. The owner/engineer will arrange for investigation, identification, and remediation of the hazardous material. The contractor shall not return to 5.1. the area of contamination until approval is provided by the engineer.
- shall match the new gutter lip per FDOT index 300. 3.18. The contractor shall contact the appropriate city 5.3. engineering inspector and engineer 48 hours in advance of the event to notify the city of construction start up, or to schedule all required tests and inspections including final walk-throughs.

4. Preconstruction Responsibilities

- All utility / access easements to be secured prior to $_{6.1}$ construction.
- No construction may commence until the appropriate permits have been obtained from all municipal, State, County, and Federal agencies and a pre-construction meeting has been conducted. 6.2.
- All required governmental agency building permits to be obtained by the contractor prior to any construction activity.

- accepted for precast structures. Contractor to submit maintenance of traffic plan(s) in accordance with FDOT and County requirements, and submit for approval prior to beginning construction.

- The contractor shall notify in writing the owner, City, County, engineer of record, and any other governmental agencies having jurisdiction at least 48 locations, and elevations of all improvements. hours prior to beginning construction and prior to "As-built" drawings of water lines and force mains required inspections of the following items, where shall include the following information: applicable: 8.4.1. Top of pipe elevations every 100 LF. Clearing and earthwork

- Subgrade

- Sidewalks, concrete flatwork/curbing • Landscaping

- Site lighting
- Utility conduits Irrigation
- Final

inspections.

Testing - all testing required by the plans and specifications shall be performed by a licensed / FDOT $^{8.7.}$ qualified testing company. Required test for asphalt and limerock shall be taken at the direction of the engineer or the jurisdictional governmental agency in accordance with the plans and specifications.

Contractor to coordinate construction scheduling for connection to the existing water and sewer lines with $_{6.4}$ the utility department that owns and/or maintains the water and sewer lines.

- Prior to the start of construction, the owner shall submit an NPDES construction general permit (CGP) 6.5 "notice of intent (N.O.I.) to use Generic Permit for storm water discharge from construction activities form (DEP form 62-621.300(4)(b)) to FDEP notices 7. Project Progress and Closeout center. The contractor will be responsible for (1) 7.1. implementation of the storm water pollution prevention plan (SWPPP) that was required to be developed prior to NOI submittal, and (2) retention of records required by the permit, including retention of a copy of the SWPPP at the construction site from the $\frac{1}{2}$ date of project initiation to the date of final site stabilization. A "notice of termination (N.O.T.) of generic permit coverage" form (DEP form 62-621.300(6)) must be submitted to FDEP to discontinue permit coverage, subsequent to completion of construction. For additional FDEP information see website: 7.3. http://www.dep.state.fl.us/water/ storm water/npdes.
- Prior to construction or installation, 5 sets of shop drawings shall be submitted for review as required for the following items listed below, but not limited to: Drainage: Catch basins, manholes, headwalls.
- grates/tops, yard drains. Water: Fire hydrants, valves, backflow preventer,
- DDCV, meter box. Sewer: Manholes, lift stations (wetwell, hatches,
- valves, pump data, electrical panel)
- 4.0.1. Catalogue literature shall be submitted for 8.1. drainage, water and sewer pipes, fittings, and appurtenances.
- 4.0.2. Prior to submitting shop drawings to the engineer, the contractor shall review and approve the drawings, and shall note in red 8.2 any deviations from the engineer's plans or
- specifications. 1.0.3. Individual shop drawings for all precast structures are required. Catalogue literature will not be

- Storm drainage systems
- Sanitary sewer systems
- Water distribution systems
- Limerock base
- Asphalt or concrete pavement
- Pavement marking and signage
- Signalization
- Electrical and communication lines

The owner, engineer, and jurisdictional permitting agencies may make inspections of the work at any time. The contractor shall cooperate fully with all

6. Temporary Facilities

- It shall be the contractor's responsibility to arrange for or supply temporary water service, sanitary facilities, communications, and electricity, for his operations and works, cost included under mobilization.
- Contractor shall construct temporary fencing to secure construction areas at all times, cost included in mobilization.
- 6.3. Contractor to obtain a secure staging area and obtain

all necessary approvals from the owner.

- Contractor shall construct and maintain temporary lighting as required to light the construction project limits at all times, to at least the same lighting intensity levels as the existing conditions.
- The contractor shall maintain access to adjacent properties at all times.

- During construction, the project site and all adjacent areas shall be maintained in a neat and clean manner, and upon final clean-up, the project site shall be left clear of all surplus material or trash. The paved areas shall be broom swept clean.
- The contractor shall restore or replace any public or private property (such as highway, driveway, walkway, and landscaping), damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of construction. Suitable materials and methods shall be used for such restoration.
- Material or debris shall be hauled in accordance with NPDES permit and jurisdictional laws.
- All land survey property monuments or permanent 9. Utility Notes reference markers, removed or destroyed by the 9.1. contractor during construction shall be restored by a State of Florida registered land surveyor at the 9.2. contractor's expense.
- 7.5. All unpaved surfaces disturbed as a result of construction activities shall be graded, sodded, & restored to a condition equal to or better than that which existed before the construction.

8. Project record documents:

- During the daily progress of the job, the contractor shall record on his set of construction drawings the location, length, material and elevation of any facility not built according to plans. This copy of the "as-built" 9.4. shall be submitted to engineer for project record.
- Upon completion of drainage improvements and limerock base construction (at least 48 hours before placing asphalt pavement) the contractor shall furnish the engineer of record "as-built" plans for these improvements, showing the locations and pertinent grades of all drainage installations and the finished rock grades of the road crown and edges of pavement at 50 foot intervals, including locations and elevations of all high and low points.
- 8.3. Upon completion of construction, and prior to final acceptance, the contractor shall submit to the engineer of record one complete set of all "as-built" contract drawings. These drawings shall be marked to show "as-built" construction changes, dimensions,
- 8.4.2. Locations and elevations of all fittings including bends, tees, gate valves, double detector check valves, fire hydrants, and appurtenances. 9.1.
- 8.4.3. All connections to existing lines.
- 8.4.4. Ends of all water services at the buildings where the water service terminates.
- 8.5. "As-built" drawings of gravity sanitary sewer lines shall include the following information:
- 8.5.1. Rim elevations, invert elevations, length of piping 9.2. between structures, and slopes.
- 8.5.2. The stub ends and cleanouts of all sewer laterals shall be located horizontally and vertically.
- 8.6. "As-built" drawings of all drainage lines shall include the following information:
- 8.6.1. Rim elevation, invert elevation, length of piping between structures, and control structure elevations if applicable.
- 8.6.2. The size of the lines.
- 8.6.3. Drainage well structure shall include, but not be limited to, top of casing elevation, top and bottom elevations of the structure and baffle walls, rim elevations and pipe inverts. 9.3.
- "As-built" drawings of construction areas shall include the following:
- 8.7.1. Rock elevations at all high, and low points, and at enough intermediate points to confirm slope consistency.
- 8.7.2. Rock elevations and concrete base elevations shall 10.1. All signing and pavement markings installed a be taken at all locations where there is a finish grade elevation shown on the design plans.
- 8.7.3. All catch basin and manhole rim elevations. 8.7.4. Finish grade elevations in island areas.
- 8.7.5. "As-built" elevations shall be taken on all paved and unpaved swales, at enough intermediate 10.2. Match existing pavement markings at the points to confirm slope consistency and conformance to the plan details.
- 8.7.6. Lake and canal bank "as-built" drawings shall

include a key sheet of the lake for the loc cross sections. Lake and canal bank cross shall be plotted at a minimum of every unless otherwise specified. "as-built" shall consist of the location and elevation top of bank, edge of water, and the deep with the distance between each shown drawing

- 8.7.7. Retention area "as-built" elevations shall at the bottom of the retention area and at of bank. If there are contours indicated design plans, then they shall be inclu "as-built" drawings as well.
- 8.8. Upon completion of the work, the contract prepare "as-built" drawings on full size, 24 sheets. All "as-built" information shall be put latest engineering drawings. Eight (8) sets of black line drawings shall be submitted. drawings shall be signed and sealed by a registered professional engineer or land survey 8.9. An electronic copy of these "as-built" drawir be submitted to the engineer of record in A version 2008 or later.

- Contractor is responsible for utility verification to fabrication.
- The contractor is advised that properties adja the project have electric, telephone, gas and/or sewer service laterals which may not be in plans. The contractor must request the loc these lateral services from the utility compani
- 9.3. The contractor shall use hand digging excavating near existing utilities. Extreme shall be exercised by the contractor while exc installing, backfilling or compacting arou utilities.
 - The contractor shall notify and obtain an unde clearance from all utility companie governmental agencies at least 48 hours beginning any construction. The contractor obtain a Sunshine811.com Certification cl number and field markings at least 48 hours beginning any excavation.
 - Prior to commencement of any excavation contractor shall comply with Florida 553.851 for the protection of undergrou pipelines.

For street excavation or closing or for alterative access to public or private property, the co shall notify:

- Roadway jurisdictional engineering / publi authority.
- County transit authority
- School board transportation authority
- Jurisdictional fire department dispatch
- Jurisdictional police department(s)
- The contractor shall use extreme caution under, over, and around existing electric lir contractor shall contact the electric provider of to verify locations, voltage, and required clear onsite, in right-of-ways, and in easements, any construction in the vicinity of existing lines
- Location and size of all existing utiliti topography (facilities) as shown on cons drawings are drawn from available record engineer assumes no responsibility for the of the facilities shown or for any facility not s is the contractor's responsibility to determ exact location (vertical & horizontal) of any utilities and topography prior to constructi contractor shall verify the elevations and loca all existing facilities, in coordination with a companies, prior to beginning any cons operations. If an existing facility is found to with the proposed construction, the contract immediately notify the engineer so that app measures can be taken to resolve the conflict. The contractor shall coordinate the work wit contractors in the area and any other unde utility companies required. The contractor coordinate relocation of all existing utiliti applicable utility companies.

10. Signing and Pavement Markings

- these plans shall conform to the Federal administration (FHWA) "manual on uniform control devices" (MUTCD), County Traffic Standards and FDOT design standards as a m criteria.
- construction.
- 10.3. Removal of the existing pavement markings accomplished by water blasting or other a

cation of sections y 100 lf, drawings n of the cut line, on the	10.4.	methods determined by the engineer. Incorrectly placed paint or thermoplastic pavement markings over friction course will be removed by milling and replacing the friction course a minimum width of 18 in at the contractor's expense. The engineer may approve an alternative method if it can be demonstrated to completely remove the markings without damaging the asphalt.		
be taken t the top	10.5.	Place all retro-reflective pavement markers in accordance with standard index 17352 and / or as		
uded in	10.6.	shown in the plans. Caution should be exercised while relocating existing		9/202 :: NOTED
tor shall 4" x 36" t on the f blue or	10.7.	signs to prevent unnecessary damage to signs. If the sign is damaged beyond use, as determined by the engineer, signs shall be replaced by the contractor at his expense. All existing signs that conflict with construction		VN BY: DATE: OR 10/0 INED BY: SCALE / JW AS KED BY: SW DD: D BOOK:
Florida yor.		operations shall be removed, stockpiled, and relocated by the contractor. Sign removal shall be directed by the engineer.		E DESIG
utoCAD,	10.8.	Relocated sign support system must meet the current design standard.		AL NT UR ³³³
on prior	10.9.	The contractor shall provide an inventory of existing signs to remain or to be relocated prior to starting the job and forward this list to the engineer. Contractor shall notify if there are any missing or damage signs		ERD, RTME ITECT Florida
acent to s, water	10.10	that the plans show to remain or to be relocated. .All roadway pavement markings shall be		PAI PAI CH
e shown cation of		thermoplastic in accordance with FDOT specifications section 711.		DEIDEI
es. g when	10.11	Hand dig the first four feet of sign foundation.		T L XS X XS X
caution	10.12	 All signs shall meet all of the following: Meet the criteria outlined in Section 2A.08 of the)R7 DRI NG
und the		2009 MUTCDMeet the specifications outlined in Section 700 and		FC W(CRI
erground		994 of the latest FDOT Standard Specifications.Consist of materials certified to meet the		OF LIC NEF
prior to		retroreflective sheeting requirements outlined in the current version of ASTM D4956 for type-XI		ΓΥ UB GIN
learance prior to		retroreflective sheeting materials made with prisims, except for school zone and pedestrian		CI7 P EN
tion the		signs which shall be comprised of retroreflective fluorescent yellow-green sheeting certified to meet		th A
statute		ASTM D4956 Type IV retroreflective sheeting materials.		Nor
unu gus		 Consist of retroreflective sheeting materials that have a valid FDOT Approved Product List (APL) 		
ation of		certification for specification 700 Highway Signing for FDOT sheeting Type XI (or type IV for school		
ontractor	10 13	and pedestrian signs).		N
ic works	10.13	screws or rivet heads, with retro reflective buttons that match the color and sheeting material of the finished sign panel including the background, legend or border.		DESCRIPTIC
working	10.14	Ensure the outside corner of sign is concentric with border. Ensure white borders are mounted parallel to the edge of the sign. Ensure black borders are recessed from the edge of the sign.		VISIONS HK'D
nes. The company earances, prior to	10.15	Layout permanent final striping that leaves no visible marks at time of final acceptance.		RE RE
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		301 East Atlantic Boulevard Pompano Beach, Florida 33060-6643 PH: (954) 788-3400	9/2C	GI-003
		State of Florida Certificate of	Õ/	TOTAL: CAD FILE:
	STE FL(PHEN D. WILLIAMS, P.E. DRIDA REG. NO. 32090	10	P11900-GI003-NOTE DRAWING FILE NO
		(FOR THE FIRM) KEITH PROJECT NO. 10210.01		TBD

Exhibit 1 Page 50 of 115



Exhibit 1 Page 51 of 115



HEAVY DUTY REINFORCING

DOUBLE-STITCHED

RECOMMENDED TOE-IN

1. FILTER FABRIC FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH WIRE TIES OR STAPLES.

2. FILTER CLOTH TO BE FASTENED SECURELY TO POSTS WITH TIES SPACED EVERY 24 INCHES AT TOP AND MID-SECTION.

3. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHALL BE OVERLAPPED BY SIX INCHES AND FOLDED.

4. MAINTENANCE SHALL BE PERFORMED AS NEEDED AND MATERIAL REMOVED WHEN "BULGES" DEVELOP IN THE SILT FENCE OR DEPTH OF ACCUMULATED SEDIMENT REACHES 6 INCHES.

5. SILT FENCE SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION AND SHALL NOT BE REMOVED UNTIL CONSTRUCTION IS COMPLETE.

6. THE CONTRACTOR SHALL INSPECT AND REPAIR THE SILT FENCE AFTER EACH RAIN EVENT AND REMOVE SEDIMENT WHEN NECESSARY.

7. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA THAT WILL NOT CONTRIBUTE TO OFFSITE SEDIMENT AND CAN BE PERMANENTLY STABILIZED.

8. THE SILT FENCE SHALL BE PLACED ON SLOPE CONTOUR TO MAXIMIZE ITS PONDING EFFICIENCY.

9. IF DITCH LEVEL IS DEEPER THAN 30", THEN A FLOATING SILT SCREEN SHALL BE USED.

10. REFER TO THE FLORIDA STORMWATER EROSION AND

SEDIMENTATION CONTROL INSPECTOR'S MANUAL FOR ADDITIONAL INFORMATION

CHAPTER 4: BEST MANAGEMENT PRACTICES FOR EROSION AND SEDIMENTATION CONTROL

Figure 4.3b. Soil Tracking Prevention Device Source: FDOT Roadway and Traffic Design Standards

NOTES:

- 1.

EROSION CONTROL NOTES:

- CONTROL INSPECTOR'S MANUAL.

- TRACKING.

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10/10210.01 - FT. LAUDERDALE AQUATIC COMPLEX SOUTH BUILDING - CARTAYA\ENGINEERING\CADD\P11900-CP301-STRM.DV

0\10210.01 - FT. LAUDERDALE AQUATIC COMPLEX SOUTH BUILDING - CARTAYA\ENGINEERING\CADD\P11900-CP502-STRM.D

FINISHED GRADE BACKFILL PLACED AND COMPACTED; FOR COMPACTION IN TRAFFIC AREA, SEE ROADWAY SPECIFICATIONS, AND 90% MAX. DENSITY IN NON TRAFFIC AREA 6" MAXIMUM SIZE, IN 12" LIFTS.		
BACKFILL PLACED AND COMPACTED TO 90% MAX. DENSITY. BEDDING MATERIAL 12" PIPE 12" MAX. O.D. MAX. UNDISTURBED STABLE ROCK OR MATERIAL		RAWN BY: DATE: OR 10/09/2020 SSIGNED BY: SCALE: OR / JW AS NOTED HECKED BY: SW ELD BOOK:
ES: HERE SOIL CONDITION CANNOT BE MAINTAINED AS SHOWN BOVE, PROVIDE APPROVED MEANS OF CONSTRUCTION. HERE REQUIRED SHEETING AND SHORING SHALL BE IN CCORDANCE WITH THE LOCAL GOVERNMENTAL AGENCY. UCK OR OTHER UNSUITABLE MATERIAL SHALL BE OMPLETELY REMOVED. HEN THE PIPE IS LAID IN THE PREPARED TRENCH, TRUE O LINE AND GRADE, THE PIPE BARREL SHALL RECEIVE ONTINUOUS UNIFORM SUPPORT. WHERE NECESSARY, OURSE SAND, PEA ROCK OR 3/4" LIMESTONE GRAVEL HALL BE USED TO PROVIDE UNIFORM BEDDING. DINTS MAY BE REQUIRED TO BE WRAPPED AT THE ISCRETION OF THE DISTRICT AND THE SITE CONDITIONS. ACKFILL MATERIAL SHALL BE NON-COHESIVE AND NON- ASTIC SOIL THAT IS FREE OF ALL DEBRIS, LUMPS, WOOD ROKEN PAVING OR ANY ORGANIC OR UNSUITABLE MATERIAL. ACKFILL MATERIAL PLACED WITHIN 12" OF THE PIPE SHALL DINTAIN NO ROCKS OR STONES LARGER THAN 3–1/2" INCHES DIAMETER. NO ROCKS OR STONES LARGER THAN 6" IN AMETER WILL BE PERMITTED IN THE REMAINING BACKFILL NLESS OTHERWISE SPECIFIED.		FORT LAUDERDALE WORKS DEPARTMENT RING & ARCHITECTURE Nue, Fort Lauderdale, Florida 33301
RENCH BACKFILL SHALL BE COMPACTED TO NOT LESS THAN D PERCENT OF THE MAXIMUM DRY DENSITY DETERMINED BY ASHTO T-180. BACKFILL AND COMPACTION SHALL BE IN CCORDANCE TO THE STANDARD ENGINEERING DESIGN EQUIRED BY THE LOCAL GOVERNMENTAL AGENCY. ALE: NOT TO SCALE		CITY OF PUBLIC ENGINEE 100 North Andrews Aver
2499CGP APPROX. DRAIN AREA = 164.10 SQ IN APPROX. WEIGHT WITH FRAME = 99.50 LBS		REVISIONS CHKD DESCRIPTION
		ILS 33316
RADE 70-50-05 THIS PRINT DISCLOSES SUBJECT MATTER IN WHICH NYLOPLAST HAS PROPRIETARY RIGHTS. THE RECEIPT OR POSSESSION OF THIS PRINT DOES NOT CONFER, TRANSFER, OR LICENSE THE USE OF THE DESIGN OR TECHNICAL INFORMATION SHOWN HEREIN REPRODUCTION OF THIS PRINT OR ANY INFORMATION CONTAINED HEREIN, OR MANUFACTURE OF ANY ING NO. DRAWN BY EBC MATERIAL ING NO. ARTICLE HEREFROM, FOR THE DISCLOSURE TO OTHERS IS FORBIDDEN, EXCEPT BY SPECIFIC WRITTEN PERMISSION FROM NYLOPLAST. MANUFACTURE OF ANY @2007 NYLOPLAST DRAWN BY EBC MATERIAL IT	Syloplast 3130 VERONA AVE BUFORD, GA 30518 PHN (770) 932-2443 FAX (770) 932-2490 www.nyloplast-us.com LE 24 IN PEDESTRIAN GRATE ASSEMBLY - TYPE B IG NO. 7001-110-216 REV C	0 AQUATIC CENTER 3 G & DRAINAGE DETAI BLVD., FT. LAUD., FL.
	20 - DRC SUBI	FT. LAUDERDALE FT. LAUDERDALE SOUTH BUILDING PAVING, GRADING 501 SEABREEZE E
301 East A Pompano Bead PH: (9 State of Fle Authorizati (FOR THE FIRM) KEITH PRO	Atlantic Boulevard ch, Florida 33060-6643 (54) 788-3400 orida Certificate of on Number - 7928 JECT NO. 10210.01	SHEET NO. OF CP-502 TOTAL: CAD FILE: P11900-CP502-STRM DRAWING FILE NO. TBD CAM 21-0489 Exhibit 1 Page 57 of 115

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AL

SUBMIT

STEPHEN D. WILLIAMS, P.E. FLORIDA REG. NO. 32090 (FOR THE FIRM)

KEITH PROJECT NO. 10210.01

N:\10\10210.01 - FT. LAUDERDALE AQUATIC COMPLEX SOUTH BUILDING - CARTAYA\ENGINEERING\CADD\P11900-CU101-WATR.DV

I. FORCE MAIN AND WATER MAIN OUTSIDE OF WELLFIELD PROTECTION ZONE MAXIMUM QUANTITY OF WATER (GALLONS PER HOUR) THAT MAY BE SUPPLIED TO MAINTAIN PRESSURE WITHIN 5 P.S.I. OF THE SPECIFIED TEST PRESSURE.

(MECHANICAL OR PUSH-ON JOINT, 18 FT. NOMINAL LENGTHS, PER 1000 FT. OF PIPE)

A P	VG. TEST RESSURI	Г Е							Ρ	IPE	DIA	MET	ER	(INCH	IES)	
-	PSI	2	3	4	6	8	10	12	14	16	18	20	24	30		
	150 0.1	00	.14	0.1	80	.27	0.37	0.4	6 0.	55 C	.64	0.73	0.8	3 0.92	1.10	1.3

NOTES:

- 1. TO OBTAIN THE MAXIMUM QUANTITY OF WATER FOR PIPE WITH 20 FT. NOMINAL LENGTHS,
- MULTIPLY THE QUANTITY CALCULATED FROM THE TABLE BY 0.9.<< 2. THE MAXIMUM QUANTITY OF ADDED WATER FOR A PIPELINE IS CALCULATED BY MULTIPLYING THE QUANTITY PER HOUR AS OBTAINED FROM THE ABOVE TABLE, BY THE DURATION OF THE TEST IN HOURS, AND BY THE TOTAL LENGTH OF THE LINE BEING TESTED DIVIDED BY 1,000. IF THE LINE UNDER TEST CONTAINS SECTIONS OF VARIOUS DIAMETERS, THE MAXIMUM QUANTITY ADDED WILL BE THE SUM OF THE COMPUTED 3. QUANTITIES FOR EACH SIZE.<<
- 4. MAXIMUM TEST LENGTH = 2,500 FEET PER SECTION.<<
- THIS STANDARD SHALL REFLECT ANY REVISION OF A.W.W.A. C-600-05. HOWEVER, THE MAXIMUM QUANTITY OF WATER ADDED SHALL NOT EXCEED 50% OF RECOMMENDED 5. LIMIT PER APPLICABLE AWWA C-600-05 STANDARD.<<
- STANDARD TEST PRESSURE = 150 P.S.I.
- 6. FORMULA BASIS: $L = (S)x(D)x(P)^2$
- 148,000
- L = MAXIMUM QUANTITY OF WATER TO BE ADDED (GALLONS PER HOUR)
- S = LENGTH OF PIPE TESTED (FEET)
- D = DIAMETER OF PIPE (INCHES) P = TEST PRESSURE (P.S.I.)
- PRESSURE TEST DURATION TO BE MIN. 2 HOURS.
- DISINFECTION OF MAINS SHALL COMPLY WITH A.N.S.I./A.W.W.A. C-651-05 STANDARD. DUCTILE IRON WATER MAIN PIPE SHALL CONFORM TO THE REQUIREMENTS OF
- A.N.S.I./A.W.W.A. C-151-'02.
- II. FORCE MAIN AND WATER MAIN WITHIN WELLFIELD PROTECTION ZONE.

NOTES:

1. PRESSURE TEST PROCEDURE TO FOLLOW THE CURRENT AWWA C-600-05 STANDARD (150psi, (2) HOUR DURATION). THERE SHALL BE NO PRESSURE DROP IN THE PIPE DURING THE TEST ("ZERO" FILL-UP TOLERANCE).

PRESSURE TEST CRITERIA

SYMBOL	DESCRIPTION
0	6" POP-UP MIST HEAD EQUAL TO RAINBIRD WITH THE FOLLOWING NOZZLES: (12" POP-UPS TO BE USED IN GROUDCOVER BEDS)
\bigcirc	RD ROTOR POP-UP SPRINKLER
$\bigcirc \ \bigcirc \ \ominus \ \ominus \ \bullet$	15' SERIES NOZZLE, RAIN BIRD RD1800
	12' SERIES NOZZLE, RAIN BIRD RD1800
	10' SERIES NOZZLE, RAIN BIRD RD1800
	8' SERIES NOZZLE, RAIN BIRD RD1800
	15SST
	15EST
<u></u>	SHOR∓ RADIUS NOZZLES: 2' RADIUS, WITH PRO SPRAY BODY
6	RAINBIRD BUBBLERS: 1400 SERIES
	ZONE VALVE: ELECTRONIC; EQUAL TO IRRITROL; SIZE PER PLAN; IN AMETEK OR CARSON 12"X18" VALVE BOX
	AMES BRASS GATE VALVE; SAME SIZE AS MAINLINE; IN 6" SCH 40 PVC COLLAR EXTENSION AND VALVE BOX
	IRRIGATION CONTROLLER HYDRO POINT LC+ MADE BY WEATHER TRAK. FOR CONVENTIONAL WIRES OR FOR 2 WIRE SYSTEMS TO BE HYDRO POINT PRO3 WIRE CONTROL: TO BE LOCATED PER OWNER'S PREFERENCE.
	SLEEVES: SCH 40 PVC; SLEEVES TO BE MIN: 24" AND MAX: 36" DEEP
	MAIN LINE: SCH 40 PVC WITH SCH 80 PVS FITTINGS THRUST BLOCKS AT STRESS POINTS; SITE PER PLAN
	LATERAL PIPING: SCH 40 PVC PVC FITTINGS AND GLUE JOINTS; PER SPECIFICATIONS

IRRIGATION NOTES

- SYSTEM FUNCTION PROPERLY. ALL IRRIGATION SHALL BE INSTALLED IN LOCAL CODES.
- SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING LOCAL 3. WITH EXISTING CONDITIONS.
- THROUGHOUT THE SYSTEM.
- 5. PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
- SHALL BE INSTALLED TO OVER-RIDE THE CONTROLLER.
- 7. ALL HEADS ON RISERS SHALL BE SET AT THE HEIGHT OF ADJACENT PLANT MATERIAL.
- UNCURBED ROADWAYS.
- SLEEVES SHALL BE INSTALLED A MIN. OF 18" BELOW FINISH GRADE.
- VALVES IN EACH DIRECTION FROM THE CONTROLLER.
- PLAN IS SCHEMATIC AND SHOULD BE ADJUSTED FOR FIELD CONDITIONS.
- D2564.
- 13. SYSTEM PIPE SIZE 3/4" SHALL BE CLASS 200 PVC; SYSTEM PIPE SIZE 1" OR PALM.
- RATES OF SPRINKLERS SPECIFIED.
- PROVIDE BUBBLERS FOR ALL NEW AND RELOCATED TREES AND PALMS.
- 17. THE IRRIGATION SYSTEM IN THE RIGHT-OF-WAY IS TO INCORPORATE LOW TRAJECTORY SPRAY HEADS TO MINIMIZE OVERSPRAY.
- THE OWNER PRIOR TO FINAL ACCEPTANCE.

1. THE CONTRACTOR IS RESPONSIBLE FOR ALL MATERIAL REQUIRED TO MAKE THE ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND ALSO STATE AND/OR

2. IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVING SHALL BE SLEEVED. LAYOUT OF IRRIGATION SYSTEM

UNDERGROUND UTILITY PROVIDERS TO VERIFY LOCATIONS. THE CONTRACTOR IS ENCOURAGED TO VISIT THE SITE PRIOR TO INSTALLATION AND BECOME FAMILIAR

4. VALVE LOCATIONS ARE SCHEMATIC ONLY AND WILL BE ADJUSTED FOR SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A AMETEK OR CARSON VALVE BOX. THE FLOW ADJUSTMENT FEATURE WILL BE USED TO BALANCE PRESSURE

6. THE IRRIGATION CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S RECOMMENDATIONS. PROPER GROUNDING EQUIPMENT AND SURGE PROTECTION SHALL BE PROVIDED. A RAIN SENSOR

8. SPRINKLER LOCATIONS ADJACENT TO PAVEMENT, STRUCTURES, FENCES, ETC. SHALL BE OFFSET AS FOLLOWS: 12" MIN FOR POP-UP MIST HEADS, 18" FOR SHRUB RISERS, 18" FOR ROTOR HEADS, AND TYPICALLY 5 FEET FOR ROTORS ALONG

9. ALL SLEEVING SHALL BE SCH 40 PVC TO SIZE INDICATED ON PLAN, OR IF NOT INDICATED, A MIN. OF 2 PIPE SIZES LARGER THAN SUPPLY LINE CONTAINED. ALL

10. CONTROL WIRES SHALL BE UL APPROVED PE IRRIGATION CONTROL WIRE. USE 14 GAGE CONTROL WIRE AND 12 GAGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH OR THROUGH WIRE SLEEVES AT PAVEMENT CROSSINGS 24" BELOW FIN. GRADE. ALL SPLICES SHALL BE MADE WITH WATERPROOF DIRECT-BURIAL SPLICE KITS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST

11. PIPING IN NARROW PLANTING AREAS, PARKING ISLANDS AND PLANTERS SHALL BE SET TO ONE SIDE TO ALLOW ROOM FOR ROOT BALLS. PIPE AS INDICATED ON

12. ALL GLUE JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND JOINED USING A SOLVENT CONFORMING WITH ASTM

GREATER SHALL BE CLASS 160 PVC. SYSTEM MAIN WILL BE SCH. 40 PVC TO SIZE INDICATED ON PLAN. ALL FITTINGS WILL BE SOLVENT WELD SCH 40 PVC. MAIN LINE SHALL HAVE 24" MINIMUM COVER; ALL OTHER PIPING WILL HAVE 12" MIN. COVER. ALL BACKFILL FOR PIPE TRENCHES SHALL BE CLEAN AND FREE OF FOREIGN DEBRIS AND SHARP OBJECTS; BACKFILLED TRENCHES SHALL BE PROPERLY COMPACTED. ALL MAIN LINES WILL BE INSTALLED A MIN. OF 3' FROM ANY TREE OR

14. WATERING TIME PER STATION WILL BE DETERMINED IN THE FIELD AND PER LOCAL REQUIREMENTS. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PRECIPITATION

15. IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE WITH 100% OVERLAP MIN.

16. RUST CONTROL SYSTEM TO BE INSTALLED WITH PUMP STATION (IF FROM WELL)

18. AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO

CAM 21-0489 Exhibit 1 Page 64 of 115

301 East Atlantic Boulevard Pompano Beach, Florida 33060-6643

PH: (954) 788-3400 State of Florida Certificate of

Authorization Number - 7928

KEITH PROJECT NO. 10210.01

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NO	IRRIGATION DETAILS		ENGINEERING & ARCHITECTURE
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ning name. N-\10\10	10.04 Et Landondo Amelia Comelas Corde Duildina. Condenses Architectura/OAD/104000 IBDC EST due - Landon Nome-11.EN4 - District hur contino - District cor - Ost	and a state of the	

л . 1.	The location of plants, as shown on the plans, is approximate. The final locations may be adjusted slightly to accommodate unforeseen field conditions, to comply with safety setback criteria, to avoid creating unsafe sight conditions, or as otherwise directed or approved by the Landscape Architect / owner in writing. All other location adjustments to the layout are to be approved in advance in writing by the Landscape Architect and	10. 11.	Erosion control devices such prevent siltation and/or eros Roots shall be cut manually narrow trencher with sharp
2.	owner. Contractor understands that an important element of the design of this project is meeting landscape ordinances with a design flare that includes symmetry, alignment, focal points and / or smooth curvilinear forms where applied and contractor shall follow and instruct the working crews accordingly. In the event of any	G. 1.	TREE RELOCATION (The Flag all trees and palms to
3.	doubt as to how to execute the plans, Contractor shall immediately consult with Architect and/or Owner. Landscape Contractor shall fine grade, prepare site as outlined in the following notes and per plans; furnish and install all plants, shrubs, trees and / or palms meeting minimum requirements and brace them per details provided. Furnish and install soil, gravel, boulders, sod and mulch as specified in plans and notes below.	2. 3.	Tree Relocation process m Water the root zones to fiel a 4'-0" depth within a 6' rad Root prune a minimum of s
4.	Landscape contractor shall furnish and install all trees, palms, shrubs, groundcover, sod, planting soil, fertilizer, herbicide, pre-emergence herbicide, seed, and mulch.	4.	trees, prune out 1/3 of the e fronds above the bud and Brace root pruned trees aw
B. 1.	BIDDING Contractor to have liability insurance including Owner and Landscaper as insured's in excess of \$10,000 as well as Worker's Compensation.	5.	Root prune $\frac{1}{3}$ rd of the root s $\frac{1}{3}$ rd, irrigate daily and prun minimum root pruning by st
2.	Contractors and Subs must ensure they are doing take offs from Bldg Dep. Revised sets and / or Bid Set documents. Verify with this Office that you are bidding from latest available plans.	6.	necessary to increase survi Root prune with proper clea
4. 5.	writing. T. 954.788.3400 Read ALL notes and typical planting details sheets prior to submitting RFIs and prior to bidding. When submitting an RFI reference sheet number, detail number and/or note category and number.	7.	arborist to expose roots. C cuts with a fungicidal barri
6.	Landscape contractor shall verify all estimated quantities of material shown on the drawings prior to submitting their bid. Plant list pricing if shown is for permitting / mitigation comparison purposes only, any prices shown are to be disregarded by Landscape Contractor	8. 9.	Form a rootball size in com Maintain the soil moisture a
7.	All Plant Material shall meet or exceed height and spread requirement. Heights are City code requirement and / or design intent related and always governs over container size. Container size given for reference only and must be sized-up to meet height requirements of plant list. Plant material available with excessive height	10. 11.	Allow the plant to regenera At the end of six weeks, pi the root ball at a minimum,
8.	beyond specifications must be consulted with Landscape Architect for design intent. All landscape material was confirmed to be available at time of design landscape contractor understands that some material may not be available in the same City, however available in Tri-County Region. Plant material	12.	With the consulting arborist specified by the arborist. T
	supply is the responsibility of the Landscape Contractor that is awarded the contract and he/she shall take steps to ensure availability at the time of installation. Bring to the attention of Landscape Architect if specific material availability is no longer the case at the time of bidding and / or prior to actual construction for approval	13.	At the direction of a profess the crane or backhoe. The
9. 10	of substitutions that meet City ordinances and / or owner requirements and design intent. Pre-inspections of site required prior to bidding. The plant list is intended only as an aid to bidding.	14.	Install trees within 24 hou Architect or Developer with
11	and the quantities on the plant list shall be held valid, but in any event, Landscape Architect shall be contacted for clarification.	15. 16.	Experimented Tree Spade methods to strap and rig tre Maintain trees in a healthy
	and survival of the proposed vegetation, as well as all the cost for the removal of unsuitable or excess backfill material from plantbeds, in addition to fine grading and mulching all plantbeds and individual trees shall be included in the contractor's bid to perform the work represented in this plan set.	17.	mitigation requirements spe Fertilize the plant as directe
12. 13.	Bid shall be itemized for possible value engineering. Sod and Rocks (if specified) shall be estimated by scaling plans. Include price per square foot for sod. Rocks (include price per top). Small rocks and gravel beds shall have landscape fabric material and minimum 2"	18. 19.	eliminate air pockets and c Cover the root ball area wi
14.	depth. Boulders to be bid by unit. All S.F. if noted is approximate and shall not be considered all inclusive; it is the contractor's responsibility to do his or her take off, submit price per S.F. and in the end sod all areas that are not covered either by plants	20. 21.	Provide fungicide and fertili Post transplant watering to Watering to be adjusted a
15	mulch and/or rocks. It shall be the responsibility of the contractor to include in the bid, the repair of any existing sod which may be damaged during construction.	22.	The diameter of the rootp times each inch of trunk dia
16.	Contractor shall be responsible for obtaining and paying for costs of all permits described in bid whether permit costs are reimbursable by owner or included in bid. Research permit status and research all permits and additional documentation and certifications required such as separate tree removal permit for example, and	23.	For all paims except Saba without an extensive amou all fronds cut without dama
17.	consider prior to bidding. General / Landscape Contractor shall leave a 5% unforeseen conditions allowance such as for additional root barriers determined to be needed on site and as job progresses	24. 25.	and the canopy kept moist. Digging and preparation of
18. 19.	Refer to T.Watering for supplemental watering requirement. Landscape contractor is responsible for verifying all plant quantities prior to bidding and within 7 calendar days of receipt of these plans shall notify the landscape architect in writing of any and all discrepancies. In case of	26. 27.	existing location. The landscape Contractor i Padding the sling may be n
	discrepancies planting plans shall take precedence over plant list. No substitutions are to be made without prior consent of the Landscape Architect.	28. 29.	A 6" saucer shall be created additional information. Over the guarantee period
C.	GENERAL LANDSCAPE NOTES Plants grown in containers prior to installation shall be removed from their containers before they are planted in	30.	After transplanting trees a watering to maintain soil n
	the ground and have circling roots removed. All screening shrubs shall be planted for proper operation of equipment being screened and/or per the requirements of the utility as necessary. All hedge material required for screening purposes shall be planted with branches touching. Adjust spacing as necessary and/or provide additional plants to provide an adequate screen as required by code. Leave access to utility or clearance as required.	31.	week. For trees over 4" in caliper months to six months - thre
2. 3.	All landscaping shall be installed according to sound nursery practices. Contractor shall comply with federal, state and local laws and regulations pertaining to the inspection for plant disease and insect infestation. All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive	H. 1.	SITE PREPARATION & GF Landscape contractor shall the project to provide for pr
4.	property of Keith and Associates and may not be duplicated without authorization or used for other projects than the intended. The Landscape Contractor shall exercise caution to protect any existing sod, electrical and irrigation. Any	2.	Planted areas shall be clea health of the plants. Lime r The planting areas should
5.	damage to the sod, electrical or irrigation shall be replaced or repaired to the original state by the Landscape Contractor at no additional cost to the owner. Tree, palm, accent shrubs and bed lines are to be located in the field and approved by the Landscape	3	Planting area soils shall be amended or replaced with a All planting areas and plan
	Architect / owner prior to planting. Landscape Contractor acknowledges that material planted without approval of location may be subject to relocation by Landscape Architect to maintain design intent if not followed properly.	4.	installation to ensure prope shall be de-compacted so t Landscape Contractor sha
6. 7.	All trees must be pruned as per Landscape Architect's direction. In areas where asphalt is removed in order to receive landscape material, the lime rock sub-base material must also be removed and replaced with approved planting soil mix.	5.	removed. Landscape Contr Site preparation shall includ and rubbish.
8. 9.	Landscape contractor is responsible for sending photographs to the landscape architect to pre-approve all trees, palms, and shrubs prior to delivery to project site. Landscape contractor shall coordinate his or her work with that of the irrigation, landscape lighting, and	6.	General site and berm gra grading shall be provided larger, sticks, and object
10.	hardscape contractor if different. The landscape contractor shall treat plant areas with pre-emergence herbicide after weeds and grass has been removed. Landscape contractor shall wait 7 days after pre-emergence treatment prior to planting.	7. 8.	removed/cleaned down to t The Landscape contractor All trees and plant material barriers such as "Tenax" of
D. 1.	PERMITS & REGULATIONS Contractor(s) must obtain separate landscape, irrigation and tree relocation/removal permits from the city prior	9.	Barriers shall be located to take extra caution to preven Final grade within planting a
2.	Landscape contractor to call the city Landscape Inspector to schedule a pre-construction meeting prior to installation if required.	10.	All planting beds shall be s to swales, if applicable.
3.	All mandatory requirements by City Landscape Departments and their inspectors shall govern and landscape contractor commits by accepting contract to comply promptly for builder/owner to obtain C.O.	I. 1.	IRRIGATION Any Irrigation Notes and sp
<u>=</u> . 1.	TREE REMOVAL Removal of any trees or palms will require a written "tree removal permit" from the local governing agency prior	2. 3.	The Landscape Contractor for all individual trees in tur Irrigation / Landscape cont
2.	to removal. Non-native trees classified as "prohibited" trees may be exempt from the permit if listed as Category 1 by Florida Exotic Pest Plant Council. Confirm with Local Municipality. Landscape Contractor is responsible to remove ALL invasive nuisance trees such as Brazilian Pepper,	4.	landscaped areas and furn Irrigation Contractor to ada avoid overspray onto buildi
3.	Melaleuca, Australian Pine and all invasive trees as categorized by the governing agencies, whether listed on plans or not. The Landscape Contractor is responsible for coordinating tree and palm removals and transplants shown on	5.	The contractor shall ensure finalized. Plant material that contractor at his or her exp
	the tree/palm Disposition Plan. The Landscape Contractor is to remove and discard from site existing unwanted trees, palms, shrubs, ground covers, sod and weeds within landscape areas.	6. 7.	All guidelines as outlined by district with jurisdiction shat Any existing irrigation system Any existing irrigation Any existing irrigation Any existing irrigation Any existing irrigation Any existing irrigation Any existing Any existing
1.	EXISTING TREES Existing trees designated to remain shall be protected during all construction phases. Any trees or shrubs scarred or destroyed designated to remain will be replaced at the contractor's expense, with same species, size and quality	J. 1.	HARDSCAPE & OTHER M Face of trees and palms to
2.	Existing plant material not shown on the plan and in conflict with new planting shall be evaluated at the time of new planting installation by the Landscape Architect. Trees and plant material indicated to be relocated with no new location provided in plans shall be moved to a location on site designated as a nursery holding area	К.	UTILITIES / CLEARANCES
3.	with the root ball protected from direct sunlight, maintained and irrigated until new location is determined. Prune trees to remove damaged branches and improve natural shape and thin out structure. Do not remove more than 15% of branches. Do not prune back terminal leader.	1.	cables, and other utilities. irrigation lines.
4	Prune existing shrubs to remove damaged branches and improve natural shape. Existing trees to remain shall be trimmed per Ansi-A300 standards. Supervision of the trimming shall be performed by an ISA Certified Arborist to ensure quality work	2. 3.	Landscape Architect and C All canopy trees to be pla
4. 5.		4.	Landscape Architect and C Landscape contractor shall
4. 5. 6. 7	All existing trees shall be "lifted and thinned" to provide an 8' minimum clearance for sidewalks and pedestrian walkways and a 14' minimum clearance for roadways, driveways and all vehicular use areas.		structures prior to digging
4. 5. 6. 7.	All existing trees shall be "lifted and thinned" to provide an 8' minimum clearance for sidewalks and pedestrian walkways and a 14' minimum clearance for roadways, driveways and all vehicular use areas. Selective canopy and root pruning of existing trees can be conducted (only as necessary and in no event more than 35%) to accommodate for new approved construction. Pruning shall be conducted / supervised by an ISA Arborist.	5.	structures prior to digging construction caused by util All plant material symbols s in the field by contractor to

on area, they shall be tunneled or bored under the tree uch as silt fencing, debris basins, and water diversion structures shall be installed to

sion within the tree protection zone. y by digging a trench and cutting exposed roots with a saw, vibrating knife, rock saw, blades, or other approved root pruning equipment.

ese notes for relocation trees only and if applicable)

be transplanted with differentiating color than those to be saved or removed. nust be performed or supervised by ISA Certified Arborist.

eld capacity for 5 continuous days before root pruning. At a minimum soak the soil to six weeks before relocation. Prune away all dead or damaged limbs or fronds. For existing canopy by selectively trimming small internal branches. For palms, gather

tie them loosely with jute twine to avoid damage. waiting relocation.

system, irrigate daily for 2 weeks then root prune another ine last $\frac{1}{3}$ rd on actual relocation date, no less than two weeks (six weeks total stages). ISA Arborist on staff shall observe for intense shock. Canopy pruning may

Arborist on staff to balance for intense root ball loss, canopy shall be trimmed only as ean equipment to sever roots. Ensure roots are not torn or pulled apart.

' wide by 3'-0" deep trench at a minimum distance as determined by the consulting Cut all roots 1.5" and larger in diameter with a clean, sharp pruning saw. Treat all rier. Backfill the trench, within 4 hours of digging, with a 1:1 mixture of site soil and anic material. Do not compact.

pliance with Florida grades and Florida standards number 1 or better. at field capacity throughout the six weeks.

ate roots over a period of six weeks.

prepare the planting pit at the new location. Overdig the hole diameter by 2' beyond n, but it is recommended that transplanting hole to be at least 1/3 larger than the area st present, undercut the entire root ball of the plants to be transplanted at a depth

The undercutting method may be a choker cable drawn through the root ball with

ssional rigger, assemble slings, padding, guiding ropes and cables for attachment to professional rigger shall determine the size of machinery necessary to execute the

purs of removal from their original location to locations provided by Landscape approval of City / Landscape Inspector. operator shall move tree or experimented tree mover shall choose best means and ree for transporting safely without damage to new location.

and vigorous condition during installation and throughout the plant establishment do not meet this requirement with the same species, size, and quality or per ecific to the city with jurisdiction. ted by the consulting arborist.

t in the new location, backfill the planting pit with topsoil and water thoroughly to compact the soil. Set the tree no deeper than its original condition. ith 3" depth of organic mulch.

ility applications at the direction of the consulting arborist. to provide moisture and reduce any excessive stress due to root desiccation.

according to conditions and at the supervision and direction of the ISA certified pruning or transplanting circle shall be at a distance away from the trunk equal to 12

ameter at breast height. al palmetto, the lower fronds shall be pruned leaving 9-11 fronds that can be tied unt of weight that may damage the heart of the palm. The Sabal palmetto shall have aging the bud.

within 24 hours after being dug for relocation. Trees/palms should be kept in shade f the new hole for the transplant shall be done prior to removing the tree from the

r is to verify that all new holes have appropriate percolation.

necessary so that the trunk or "boots" are not damaged.

ated around the edge of the plant pit to help hold water, see planting detail for

d the Landscape contractor shall be responsible for resetting any trees/palms that are by winds less than 74 mph. and palms, the landscape contractor shall be responsible for obtaining water and

moisture during the guarantee period at a minimum of: First month- daily, Second eek, Third and Fourth months - two times per week, Last eight months - one time per

at the time of planting, the schedule should be: First six weeks, daily, one and a half ee times per week, last six months - one time per week

RADING

I loosen and till compacted soils that are overly compacted in all planting areas of roper soil aeration for plant establishment.

ared of underground rocks, construction debris and other materials detrimental to the rock base material shall be removed within planting pits and adjacent to pavement. d be clean to a depth equal to the root ball of the trees/palms proposed for the area. e tested for ph before planting. Soils showing high (alkaline) ph (over 7.5) shall be native soil having a ph range of 6.5 - 7.5, as approved by Landscape Architect.

nting pits shall be tested for sufficient percolation prior to final planting and irrigation er drainage. Plant beds in parking lots and in areas compacted by heavy equipment that drainage is not impeded. all treat plant areas with pre-emergence herbicide after weeds and grass have been

ractor shall wait (7) seven days after pre-emergence treatment prior to planting. ude the eradication and removal of any weeds, clean-up of any dead material, debris,

ading to +/- 1 inch (1") shall be provided by the general contractor. All finished site by the Landscape Contractor. All planting beds shall be free of all rocks 1/2" or ctionable material including weeds and weed seeds. All lime rock shall be the native soils.

r shall ensure the planting areas are at finish grade prior to installing plant materials. al to remain shall be protected during construction. Contractor shall install protective orange safety fencing or similar, to be installed before the beginning of the project. to include the drip line of the trees, palms and plant material. The contractor shall ent any damage to the trunk, root zones and grade.

areas to be 4" below adjacent paved areas or top of curb. Sod areas to be 2" below. shaped and sloped to provide proper drainage away from building and structures and

pecifications included in Irrigation Sheets govern over the following Irrigation Notes. shall coordinate with the irrigation contractor if not the same and leave provisions

f areas and all planting beds. tractor to guarantee 100% coverage and 50% overlap (head to head coverage) to all nish and install a rain sensor.

apt design to onsite conditions adjusting heads and changing nozzles as required to ings or paved areas. that the irrigation system is operational and free of leaks prior to any planting being nat is installed prior to the irrigation system being operational shall be watered by the

bense. Water for plant establishment should be included in the cost of the plant. by the South Florida Water Management District (SFWMD) or water management Il be strictly adhered to. em shall be retrofitted to comply with the specifications as outlined above.

*I***ATERIALS**

to be located a minimum of 2' setback from all fences, walkways, walls, and paved e indicated on the plans. Refer to details.

esponsible for determining the location of and avoid and protect utility lines, buried The owner or Landscape Architect shall not be responsible for damage to utility or

ninimum of 5 ft. from underground utilities, unless otherwise approved in writing by

anted min. of 15' from light source/poles. Unless otherwise approved by the City / I contact the county, city and/or utility companies to locate all underground utilities or

Landscape contractor shall repair all damage to underground utilities, and/or lity damage, at no cost to the owner. shown on landscape plan shall be considered diagrammatic and should be adjusted

avoid all utilities, and all other obstructions. nt of way needed: Two (2) full business days before digging, call toll free Sunshine State One Call of Florida, inc. Notification Center. In addition, call the City's partment. Contractors are responsible for coordinating with the owners and

appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation. All existing utilities shown on the plans are to be considered approximate and should be verified by the contractor prior to the start of work operations.

- Above and below ground utilities shall be verified and located in the field by the contractor prior to commencing work in the project area. The contractor shall examine available utility plans and confirm conflicts between indicated or located utilities and landscape work. The contractor shall then notify the Project Engineer of said conflicts and the Engineer will coordinate any necessary adjustments with the utility provider. Tree locations will be adjusted as necessary when in conflict with existing utilities
- 8. The final plant locations may be adjusted, as approved / directed by the Landscape Architect in writing, to accommodate utilities compliance. Excavations within 5' of known utilities should be done by hand. 9. Contractor shall familiarize himself with the location of and avoid and protect utility lines, buried cables, and all other utilities, noted or not, on plans.
- 10. Leave clearance and access to all above ground or at grade meters and equipment.
- 11. Landscape planting shall be in conformance with FPL guidelines for setbacks from overhead utility lines. 12. Landscaping shall not interfere with light poles, fire hydrants, electrical/mechanical equipment access, signs, drainage structures, etc. Bring to the attention of Landscape Architect any conflicts.

- L. ROOT BARRIERS 1. Root barriers will be installed to protect building foundations, curbing, walkways, paved areas, roadway base material and utilities from existing large trees or proposed new trees that are within 5' of existing or new approved construction or as may be deemed necessary as job progresses.
- 2. Mechanical Root barriers will be used for large existing Canopy Trees and chemical type barriers will be used for new trees. 3. Mechanical Root barriers will be "DeepRoot" and Chemical Root barriers will be "Biobarrier". Substitutions
- must be of approved equal or better quality. Root barriers will be installed per manufacturer specifications.
- 5. Root barrier depth will be determined by manufacturer recommended depth chart (http://www.geo-synthetics.com/pdf/BioBarrier/BiobarrierApplicationManual.pdf) and as required by on-site conditions in a case by case basis as deemed necessary by Landscape Architect Architect / ISA Arborist and City Landscape Inspector.
- LANDSCAPE BACKFILL & SOIL AMENDMENT
- 1. All building construction material and foreign material shall be removed from the planting areas and replaced with 70/30 mix of organic planting soil and/or amend the existing soils per section H.2. 2. Planting soil mix shall be delivered to the site in a clean loose and friable condition and is required around the root ball of all trees and shrubs, the top 6" of all shrubs and ground cover beds and top 2" of all grassed areas.
- materials. Recycled compost is encouraged as a soil amendment alternative. Planting soil to be weed free. 3. Planting backfill for palms shall be clean coarse native sand unless specified elsewhere. 4. Do not allow air pockets to form when backfilling. All trees shall be watered-in utilizing water probe or a tree
- N. PLANT SIZE & QUALITY
- 1. All plant material must meet or exceed the minimum size requirements as specified on the plant list. Height specification governs over container size if both specifications given cannot be met. Any other requirements for specific shape or effect as noted on the plan shall also be required for acceptance. 2. Material specified as Balled and Burlapped (B&B) can be accepted in container if not available as B&B at the
- discretion of Landscape Architect; if not root bound and/or circling roots removed and root ball is proportionate to Tree / Palm.
- 3. U.O.N, All trees designated as single trunk shall have a single, relatively straight, dominant leader, proper structural branching and even branch distribution. Trunks on palms shall be uniform in thickness for the entire length of the palm and shall not taper off to disproportionate thinness towards the crown. Trees with bark inclusion, tipped branches, and co-dominant trunks will not be accepted. Trees with girdling, circling and/or plunging roots will be rejected.
- 4. Use nursery grown plant materials that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of Florida Department of Agriculture, "Grade & Standards for Nursery Plants"
- All trees and palms shall be free of open wounds and unsightly visible scars. 6. All substitutions must be approved by the City if it is required Canopy and by Landscape Architect / Owner if
- supplementary accent material. 7. Contractor shall comply with Federal, State, and Local laws and regulations pertaining to the inspection for plant disease and insect infestation.
- 8. Trees, palms, shrubs, ground covers:
- Plant species and sizes shall conform to those indicated on the drawings. All nursery stock shall be in accordance with grades and standards for nursery plants parts 1 and 2, latest edition published by the Florida Department of Agriculture and Consumer Services, unless specified otherwise. All plants shall be Florida grade number 1 or better as determined by the Florida Division of Plant Industry and tightly knit plant, so trained or favored in its development that first appearance is unquestionable and it is outstandingly superior in

form, number of branches, compactness and symmetry. All plants shall be freshly dug, sound, healthy, vigorous, well branched and free of disease and insect eggs and larvae and shall have adequate root systems. Trees and palms shall be uniform in size and shape. All materials shall be subject to approval by the Landscape architect. Plants shall be pruned prior to delivery only upon the approval of the Landscape Architect.

- 9. All containers grown material shall be healthy, vigorous, well-rooted plants and established in the container in which they are sold. The plants shall have tops of good quality and be in a healthy growing condition. An established container grown plant shall be transplanted into a container and grown in that container sufficiently long enough for the new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container. 10. Field grown trees and palms previously root pruned shall obtain a root ball with sufficient roots for continued
- growth without resulting shock.
- 11. Root suckers on any tree are not acceptable and must be properly pruned. 12. Contractor shall coordinate with Landscape Architect and Owner to obtain prior approval for the selection of the specific specimens of all palms and any trees of more than six feet in height. Contractor to supply photograph of trees prior to purchase and installation.

O. PLANTING NOTES

- At the discretion of the Landscape Architect, plants are subject to review for approval for size, variety, condition
- and appropriateness to the design intent 2. All synthetic burlap, synthetic string or cords, or wire baskets shall be removed before any trees are planted. All synthetic tape (i.e. tagging tape, nursery tape) shall be removed from trunks, branches, etc. before
- inspection. The top 1/3 of any natural burlap shall be removed or tucked into the planting hole before the trees are back filled. 3. All "groundcover" requires 75% coverage and 100% within 3 months of installation. Bring to the attention of
- Landscape Architect in writing before commencing if this is not achievable with the design. 4. Set tree no deeper than it was in its original growing condition with the top of the root ball even with, or slightly higher (+/- 1") than the finished grade.
- 5. All trees/palms shall be planted so the top of the root ball, root flair are slightly above final grade. Shrub material shall be planted such that the top of the plant ball is flush with the surrounding grade. 6. All trees and palms shall be braced / staked per accepted standards by the Florida Nursery, Growers & Landscape Association (FNGLA). Nailing into trees and palms for any reason is prohibited and the material will
- be rejected. Please refer to the planting details.
- All trees, new or relocated, to be staked and guyed as detailed. Layout shrubs to create a continuous smooth front line and fill in behind.
- Excavate pit or trench to 1-1/2 times the diameter of the balls or containers or 1' wider than the spread of roots and 3" deeper than required for positioning at proper height. Compact a layer of topsoil in bottom before placing plants. Backfill around plants with planting mixture, compacted to eliminate voids and air pockets. Form grade slightly dished and bermed at edges of excavation. Apply 3" of mulch.
- 10. Groundcover and shrubs to be spaced in a uniform and consistent pattern per planting details. 11. All mechanical equipment, irrigation pumps, FPL transformers, pool pumps, etc. shall be screened on a minimum of three sides by landscape shrubs.
- 12. Contractor shall not mark or scar trunks in any fashion.
- 13. When requested by Landscape Architect, demonstration of healthy root system if not previously approved, can include tree removal and re-installation for inspection at no additional cost to the owner. 14. Remove rejected Plant material from the Site immediately and replace with acceptable plants.

P. FERTILIZATION 1. All Fertilization shall comply with state fertilization laws. Fertilization shall be Agriform "20-10-5 Plus minors" or similar approved slow-release tablets applied per manufacturer suggested application rate chart:

Agriform® 21-gm Tablets (SKU# 90026*; 500 tablets/case)

- NEW Tree / Shrub Container Size 1 Gal 2 Gal 3 Gal 5 Gal 7 Gal 15 Gal 24" Box Installation: 1 1 to 2 2 to 3 2 to 3 3 to 5 7 to 10 15 to 24
- Place plant in the hole and backfill to halfway point. • Do not place tablets in the bottom of the planting hole.
- Place Agriform Tablets in the hole about 1to 2 inches away from root tips.
- Finish filling the hole around the plant to grade level. SCOTTS: 1-800-492-8255 or visit www.scottspro.com

- Q. SOD 1. All areas disturbed during construction shall be sodded with St. Augustine 'Seville' unless otherwise noted. These disturbed areas shall have proper irrigation established or re-established if they were disrupted or non-functional.
- Landscape Contractor to supply and install 2" soil layer 50/50 mix blanket for all new sod areas. 2. All open areas not covered by trees, palms, shrubs, vines, ground covers or existing sod in good condition to remain, shall receive Stenotaphrum Secundatum, St. Augustine 'Seville' sod, whether labeled on the plans or not, unless a different species is indicated on the planting plan. Sod shall be strongly rooted, free from weed, fungus, insects and disease. Contractor shall be paid by the total sodded area x the unit price submitted (field
- 3. Sod shall be machine stripped no more than 24 hours prior to laying.

- This soil shall be tilled into the existing soil after the existing soil has been cleaned of all undesirable foreign
- 4. Lay sod strips with tight joints, do not overlap, stagger strips to offset joints in adjacent courses. Work sifted soil mix into minor cracks between pieces of sod and remove excess soil deposits from sodded areas. Sod on slopes greater than 3:1 shall be immediately staked after planting. R. INSPECTION & ACCEPTANCE 1. Notify the governing Agency if required and Landscape Architect of commencement. 2. Onsite plant deliveries shall occur on Monday through Friday only unless otherwise directed by the Landscape Architect / Owner. The contractor shall ensure that plant material is delivered undamaged from transportation or digging operations. The Landscape Architect may reject material that has been damaged or rendered unacceptable due to relocation or transportation from the point of origin. All plant material shall be available for inspection and approval by the Landscape Architect prior to final installation 3. There shall be one final inspection for approval by each of the presiding governing agency, Landscape Architect and owner. Contractor shall ensure that the plans, details, specifications and notes have been adhered to and that the landscape and irrigation installation is compliant to all items as directed on the plans prior to scheduling of the final inspection. 4. Upon completion of the work, the Landscape Contractor shall notify the Landscape Architect and request a final inspection. Any items that are judged incomplete or unacceptable by the Landscape Architect or owner shall be promptly corrected by the Landscape Contractor. 5. No substitution of plant material, type or sizes will be permitted without prior written authorization from the Landscape Architect and owner. S. MULCH 1. All planting beds shall be mulched to a depth of 3" with an organic mulch approved by Landscape Architect. No 'UR] heavy metals, such as arsenic, etc. are to be contained in the mulch. The contractor shall provide certification if requested or proof that all mulch is free of heavy metals or similar environmental contaminants. \triangleleft 2. Shredded approved organic mulch to be used beyond trunk in all directions and throughout all hedges and Τ \square plant material. R 4. Preferred mulch is shredded melaleuca. Cypress, red, gold and green mulch is prohibited. 5. All mulch shall have a minimum 3" separation from the trunk of the tree/palm trunk to avoid rotting. [__] TI \square RC \triangleleft [] receive adequate water during the installation and until completion of contract. Deep watering of all new trees and palms and any supplemental watering that may be \Box \triangleleft required to augment natural rainfall and site irrigation is mandatory to ensure proper plant establishment and development and shall be provided by Contractor as a part of this contract. \propto ORI G CLEAN UP OR 1. The Landscape Contractor is responsible for maintaining all landscape planting areas until final acceptance of the owner. RI 2. The contractor is responsible for mowing the entire project during planting and establishment periods, based on mowing project once a month from October to April, and twice a month from April to October (During installation and plant establishment only and until final inspection and owner accepts and takes ownership) Q be removed promptly, keeping the site clean as work progresses. Δ 4. The Landscape Contractor shall at all times keep the premises free from accumulation of waste material or debris caused by their crews during the performance of the work. Upon completion of the work, the contractor shall promptly remove all waste materials, debris, unused plant material, empty plant containers, and all equipment from the project site. MAINTENANCE 1. Landscape Contractor to return to job site 12 months after tree bracing and remove all tree braces. Owner may choose to retain 5% of payment to ensure compliance. 2. The Landscape Contractor shall water, mulch, weed, prune, and otherwise maintain all plants, including sod, until completion of contract or acceptance by landscape architect. Settled plants shall be reset to proper grade, planting saucers restored, and defective work corrected. 3. Trees and shrubs shall be maintained to keep clearance of stop signs and safety clearance for visibility at traffic intersection. 1. By accepting the contract, the Contractor is thereby guaranteeing all plant materials and design for a period of not less than one (1) year from the time of final acceptance by the owner. Contractor shall replace any plants which die or wither within such period with healthy plants that meet specifications of the same species and size without additional cost to the owner unless such death or withering is due to Owner's failure to do ordinary maintenance on such plants after final acceptance in accordance with any maintenance instructions given by Landscape Architect for such plants. Such replacement shall include all plants and labor to plant the replacement plants. Any plant materials damaged by lightning, storms, freeze damage or other "acts of God" as well plants damaged by vehicles, vandalism or neglect are not included in this replacement agreement. If requested, the Landscape Architect may act as a mediator between owner and Landscape Contractor on a time material basis. "Plants" includes all trees, palms, shrubs, grass and other plants provided or planted by Contractor. MISCELLANEOUS. 1. All work to be done in a professional manner. No change order shall be valid, due or paid unless it is approved by Owner in writing in advance. 3. These notes shall be an integral part of the contract of Contractor and shall be deemed incorporated therein by reference. In the event of a conflict among the terms among the plans and these notes, the terms of this document shall control. ABBREVIATIONS IN NOTES AND PLANS U.O.N = Unless Otherwise Noted L.A = Landscape Architect S.F.= Square Feet STD = Standard (single trunk) B&B = Balled and Burlaped Q BLDG DEP = Building Department RFI = Request for Information FPL= Florida Power & Light 33 C.O. = Certificate of Occupancy ISA CA or ISA Arborist = International Society of Arboriculture Certified Arborist \mathbf{O} 1 ШО UBMI⁻ \mathbf{O} 006 □ □ NП **— —** S \bigcirc П М ΟШ 20 LA 666680 0/09/20 SHEET NO.

- 6. To obtain final payment, Contractor must provide release of all mechanic's liens and material liens.

- 3. All trees in sodded areas shall have a clean cut 4' diameter mulch ring.

T. WATERING

1. All plant material shall be watered in thoroughly at the time of planting. 2. It is the sole responsibility of the Landscape Contractor to ensure that all new plantings

U.

- 3. Any excess soil, undesired stones or debris resulting from landscape operations shall

W. GUARANTEE & REPLACEMENT

301 East Atlantic Boulevard Pompano Beach, Florida 33060-6643
PH: (954) 788-3400

State of Florida Certificate of Authorization Number - 7928

KEITH PROJECT NO. 10210.01

LP-001

FOTAL:

CAD FILE:

P11900-PLNT-001

DRAWING FILE NO.

TBD

Exhibit 1 Page 65 of 115

GULATIONS	CHAPTE	ER 47, AF	UIREMEN RTICLE III, SEC	TIS 2710N 47-21	I LANDSCAPE	AND TREE PRI	ESERVATION RE	QUIREMENTSJ	
	SBMHA	4							
220,446	S.F.	=	5.06	ACRES					
16,615	S.F.	=	0.38	ACRES					
					REQUIRED		PROVIDED		
REA (AFFEC	TED SIT	E AREA	S.F. USED)		17	TREES	19	TREES	
PROPOSED TR	EES		3	TREES					
PROPOSED PA	LM TREES	3	16	PALMS					
	220,446 16,615 REA (AFFEC PROPOSED TR PROPOSED PA	ALE - LANDSCAF GULATIONS, CHAPTE SBMHA 220,446 S.F. 16,615 S.F. REA (AFFECTED SIT PROPOSED TREES PROPOSED PALM TREES	ALE - LANDSCAPE REG GULATIONS, CHAPTER 47, AF SBMHA 220,446 S.F. = 16,615 S.F. = REA (AFFECTED SITE AREA PROPOSED TREES PROPOSED PALM TREES	ALE - LANDSCAPE REQUIREMEN GULATIONS, CHAPTER 47, ARTICLE III, SEC SBMHA 220,446 S.F. = 5.06 16,615 S.F. = 0.38 REA (AFFECTED SITE AREA S.F. USED) PROPOSED TREES 3 PROPOSED PALM TREES 16	Section State Section 47-21 Section State	Section Scape Requirements Source Section 47-21 Landscape A Recuired A <	Section 47-21 LANDSCAPE REQUIREMENTS SULATIONS, CHAPTER 47, ARTICLE III, SECTION 47-21 LANDSCAPE AND TREE PRI SBMHA A A 220,446 S.F. = 5.06 ACRES 16,615 S.F. = 0.38 ACRES REA (AFFECTED SITE AREA S.F. USED) 17 TREES PROPOSED TREES 3 TREES PROPOSED PALM TREES 16 PALMS	SECURE REQUIREMENTS SOULATIONS, CHAPTER 47, ARTICLE III, SECTION 47-21 LANDSCAPE AND TREE PRESERVATION RE SBMHA A	Secure 1 Candidations, chapter 47, ARTICLE III, SECTION 47-21 LANDSCAPE AND TREE PRESERVATION REQUIREMENTS] SBMHA Acres 220,446 S.F. = 5.06 ACRES 16,615 S.F. = 0.38 ACRES PROVIDED REA (AFFECTED SITE AREA S.F. USED) 17 TREES 19 TREES PROPOSED TREES 3 TREES 16 PALMS 110 111

	TRE	ES						
QTY	** N	KEY	PLANT NAME	SIZE / RI				
3	** N	CEs	Conocarpus erectus 'Sericeus' SILVER BUTTONWOOD	10' HT; 5 CANOPY				
	PAL	NS						
QTY	** N	KEY	PLANT NAME	SIZE / RI				
9		CN	Cocos nucifera 'Green Malayan' COCONUT PALM	10' CT, 1 HTS. PE				
3	** N	SP	Sabal palmetto CABBAGE PALM	22'-26' O CURVED				
4	**N	TR	<i>Thrinax radiata</i> FLORIDA THATCH PALM	6' & 11' 0				
	SHR	UBS ANI	D GROUNDCOVER					
36		AEC	<i>Aechmea 'Blue Tango'</i> BROMELIADS	18" HT; 1				
420		ARA	<i>Arachis glabrata</i> PERENNIAL PEANUT	4" HT; 12				
100		100		CAR	Carissa macrocarpa NATAL PLUM	24" HT; 2		
66		66		PHI	Philodendron 'McColley's Finale' McCOLLEY'S FINALE	24" HT; 2		
106		106		106		ZAM	Zamia pumila (Zamia floridana) COONTIE	15" HT; 1
	QTY 3 QTY 9 3 4 10 10 10 10 10 10 10 10 10 10 10 10 10	QTY ** N 3 ** N 3 ** N QTY ** N QTY ** N 9 ** N 3 ** N 3 ** N 3 ** N 4 ** N 36 SHR 100 66 106 106	TREESQTY** NKEY3** NCEsQTY** NKEY9 $\cdot \cdot \cdot$ CN3** NSP4**NTR36SHRUSANI420AEC420ARA100CAR100ZAM	TREESQTY** NKEYPLANT NAME3** NCEsConocarpus erectus 'Sericeus' SILVER BUTTONWOODQTY** NKEYPLANT NAMEQTY** NKEYPLANT NAME9C.NCocos nucifera 'Green Malayan' COCONUT PALM3** NSPSabal palmetto CABBAGE PALM4** NSPSabal palmetto CABBAGE PALM4** NSPSabal palmetto CABBAGE PALM3** NAFRThrinax radiata FLORIDA THATCH PALM4** NARAAechinea 'Blue Tango' BROMELIADS420ARAArachis glabrata PERENNIAL PEANUT100CARCarissa macrocarpa NATAL PLUM106PHIPhilodendron 'McColley's Finale' McCOLLEY'S FINALE				

		TRE	ES				
SYMBOL	QTY	** N	KEY	PLANT NAME	SIZE / RI		
	3	** N	CEs	Conocarpus erectus 'Sericeus' SILVER BUTTONWOOD	10' HT; 5 CANOP		
		PAL	MS				
SYMBOL	QTY	** N	KEY	PLANT NAME	SIZE / RI		
	9		CN	Cocos nucifera 'Green Malayan' COCONUT PALM	10' CT, 1 HTS. PEI		
	3	** N	SP	Sabal palmetto CABBAGE PALM	22'-26' O CURVED		
5. • · · · · · · · · · · · · · · · · · ·	4	**N	TR	<i>Thrinax radiata</i> FLORIDA THATCH PALM	6' & 11' C		
		SHR	UBS ANI	D GROUNDCOVER			
×	36		AEC	<i>Aechmea 'Blue Tango'</i> BROMELIADS	18" HT; 1		
	420		ARA	<i>Arachis glabrata</i> PERENNIAL PEANUT	4" HT; 12		
	100		100		CAR	<i>Carissa macrocarpa</i> NATAL PLUM	24" HT; 2
	66		66		PHI	Philodendron 'McColley's Finale' McCOLLEY'S FINALE	24" HT; 2
\bigcirc	106		ZAM	Zamia pumila (Zamia floridana) COONTIE	15" HT; 1		

(4) WOOD BRACES FOR PALMS / TREES PALMS / TREES LARGER SMALLER THAN 10" DBH THEN 10" DBH BRACING PLAN NOTES: • FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION (6) 2"X4"X12" WOOD BATTENS SECURED 11/11/11 WITH (2) STEEL BANDS (4) LAYERS OF BURLAP TO PROTECT TRUNK MINIMUM OF (3) 4X4 WOOD BRACES. NAIL TO BATTENS (DO NOT PIERCE TRUNK) AND TO 2X4 STAKES. USE (4) 4X4 BRACES FOR TREES / PALMS OVER 10" DBH 3" DEPTH SPECIFIED MULCH; 6" AWAY U) FROM TRUNK; MINIMUM 24" RADIUS AROUND TRUNK OF TREE FINISH GRADE - SEE GRADING PLAN OR MEET EXISTING GRADE 4" HEIGHT CONTINUOUS SOIL BERM / 5'-0" MIN RETENTION BASIN 2X4 STAKES FIRMLY DRIVEN INTO 16" 🥢 UNDISTURBED GROUND; NAILED TO MIN WOOD BRACES - BACKFILL WITH CLEAN SAND AGRIFORM OR APPROVED SIMILAR, SLOW RELEASE FERTILIZER TABLETS PER MANUFACTURER SPECS; MIN. (4) PER TREE LARGE TREE / PALM PLANTING DETAIL

(1'-6" SETBACK FOR SHRUBS AND GROUNDCOVER PLANTED @ 30" O.C. AND GREATER)

(1'-0" SETBACK FOR SHRUBS AND GROUNDCOVER PLANTED LESS THAN 30" O.C.)

PLANT MATERIAL SHALL NOT BE PRUNED PRIOR TO INSTALLATION; ONLY DEAD OR BROKEN BRANCHES MAY BE PRUNED

ALL SHRUBS AND GROUNDCOVER MASSES TO USE TRIANGULAR SPACING UNLESS NOTED OTHERWISE; REF. PLANT LIST FOR INDIVIDUAL PLANT SPACING 'X'

OUTER ROWS OF PLANTING TO FOLLOW CURVALINEAR PATTERN OR STRAIGHT EDGE PER PLANS

LANDSCAPE BORDER IF SPECIFIED; OTHERWISE, PROVIDE WELL DEFINED "SHOVEL CUT" EDGE BETWEEN MULCH AND SOD

3" SPECIFIED MULCH; AT LEAST 3" AWAY FROM BASE OF SHRUBS

SHRUB AND GROUNDCOVER PLANTING

NOT TO SCALE

SECTION

NOT TO SCALE

KEITH PROJECT NO. 10210.01

P11900-PLNT-501

DRAWING FILE NO.

TBD CAM 21-048 Exhibit 1 Page 68 of 115

		PROJECT #: 10210.00							
COMMENTS	TREE		CNPY.	HT.	DBH	SCIENTIEIC NAME	COMMON NAME		
I COMMENTS	DISPOSITION	CONDITION	FT.	FT.	IN.	SCIENTIFIC NAME	COMMONNAME	TREE #	
Double	REMAIN	70%	10'	16-20' CT		"Ptychosperma elegans"	SOLITAIRE PALM	092	
Quadruple	REMAIN	70%	10'	12-16' CT		"Ptychosperma elegans"	SOLITAIRE PALM	093	
	REMAIN	65%	8'	12' CT		"Ptychosperma elegans"	SOLITAIRE PALM	094	
Double	REMAIN	65%	10'	18-29' CT		"Ptychosperma elegans"	SOLITAIRE PALM	095	
	TREE DISPOSITIC REMAIN REMAIN REMAIN	TREE % CONDITION 70% 65% 65%	СNРҮ. FT. 10' 10' 8' 10'	нт. Fт. 16-20' СТ 12-16' СТ 12' СТ 18-29' СТ	DBH IN.	SCIENTIFIC NAME "Ptychosperma elegans" "Ptychosperma elegans" "Ptychosperma elegans" "Ptychosperma elegans"	COMMONNAME SOLITAIRE PALM SOLITAIRE PALM SOLITAIRE PALM SOLITAIRE PALM	TREE # 092 093 094 095	

		1. 2. 3. 4. 5. 6.	EXISTING TREES TO REMAIN SHALL BE TRIMMED PER AN STANDARDS, REMOVING WEAKEST RUBBING BRANCHES DEAD BRANCHES, BUT RETAINING 80% OF FOLIAGE. LAR SHALL HAVE LOWER BRANCHES CLEARED UP TO 8'. SYMBOLS MAY BE SHOWN OFFSET FROM ACTUAL TREE FOR CLARITY. CONTACT LANDSCAPE ARCHITECT / ISA CERTIFIED ARBO CLARIFICATION ON ANY DISCREPANCIES. TRIMMING AND ANY NECESSARY ROOT PRUNING SHALL PERFORMED OR SUPERVISED BY A CERTIFIED ARBORIST ALL TREE WORK REQUIRE PERMITTING BY A REGISTERE COUNTY TREE TRIMMER. BUBBLERS SHALL BE PROVIDED FOR ALL RELOCATED TR PALMS.
TREE [DISPOSITION LEGEND:	7.	REMOVAL OF ANY TREES OR PALMS WILL REQUIRE A WE "TREE REMOVAL PERMIT" FROM THE LOCAL GOVERNING
	EXISTING TREE/PALM TO REMAIN (NO SYMBOL); TO BE PROTECTED DURING CONSTRUCTION		PRIOR TO REMOVAL. CONFIRM WITH LOCAL GOVERNING THAT TREES CLASSIFIED AS NUISANCE/EXOTIC INVASIVE
Δ	EXISTING TREE/PALM TO RELOCATE REFER TO LANDSCAPE PLAN FOR NEW LOCATION	8.	ALL TREES AND PLANT MATERIAL TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION, REFER TO TREE
X	EXISTING TREE/PALM TO REMOVE REMOVE ALL CAT 1 INVASIVE EXOTICS (EX: BRAZ. PEPPER)		PROTECTION DETAIL ON SHEET LP-501. THE CITY MUST I THE TREE PROTECTION FENCE PRIOR TO ANY CONSTRU
XXX-xx	EXISTING TREE/PALM NUMBER REFER TO TREE DISPOSITION TABLE ON TD-102		ACTIVITY.CONTRACTOR SHALL TAKE EXTRA CAUTION TO PREVENT ANY DAMAGE TO THE TRUNK, ROOT ZONES AN
		L	

Page 69 of 115

NEW						
TURES MEN'S FIXTURES WOMEN'S				DRINKING	SERVICE	NOTES
WC	LAVS	WC	LAVS	FOUNTAINS	SINKS	NOTES
7	8	27	8	6	1	BLDG B + TEACHING
14	13	20	17	10	3	SOUTH BUILDING
24	21	47	25	16	4	

0
0
0

EGRESS CALCULATION PER OCCUPANT LOAD: 3,105				
NUMBER	EGRESS WIDTH			
E1	6'-0"			
E2	6'-0"			
E3	6'-0"			
E4	6' - 0"			
E5	3'-0"			
E5.1	3'-0"			
E6	6'-0"			
E7	3'-0"			
E8	6'-0"			
E9	6'-0"			
1	6'-0"			
TOTAL PROV	$\begin{array}{llllllllllllllllllllllllllllllllllll$			

V 2018 PROJECTS / 1862 AQUATIC CENTER RENOVATION / SOUTH BUILDING RENOVATION / ARCH / P11900-A-101-PLAN. DV

V2018 PROJECTSV1862 AQUATIC CENTER RENOVATION/SOUTH BUILDING RENOVATION/ARCH/P11900-A=102-ROOF.DWG
















ARCHITECT:	CARTAYA & ASSOCIATES REG. No: AA CO01388 DATE: 02-21-2019		
DRAWN BY: DATE:	CC 10/23/2020 DESIGNED RV: SCALE:	$1/8^{n}=1^{1}-0^{n}$	CHECKED BY: TW
	AUDERDALE	DEPARTMENT	A RCHITFCTHRF
	TYOF FORT L	PUBLIC WORKS I	NCINFFRING &
SIONS	DESCRIPTION		
REVI	BY CHK		
	DATE		

EXTERIOR PAIL	NT FINISH SCHEDULE	
FINISH	MANUFACTURER'S SPECIFICATIONS	NOTES
SEMI-GLOSS	SHERWIN WILLIAMS - SW7757	
SEMI-GLOSS	SHERWIN WILLIAMS - SW6496	
SEMI-GLOSS	SHERWIN WILLIAMS - SW6493	
SEMI-GLOSS	SHERWIN WILLIAMS - SW7073	











V 2018 DRO. JECTSV 1862 ADI JATIC CENTER RENOVATION V SOLITH BLILL DING RENOVATION V ARCH V 21900-4-302-SECT DM



Y:\2018 PROJECTS\1862 AQUATIC CENTER RENOVATION\SOUTH BUILDING RENOVATION\ARCH\P11900-A-501-RENDERINGS.DWG





Y:\2018 PROJECTS\1862 AQUATIC CENTER RENOVATION\SOUTH BUILDING RENOVATION\ARCH\P11900-A-501-RENDERINGS.DWG





	REVISIONS NO. DATE BY CHK'D DESCRIPTION	\sim CITY OF FORT LAUDERDALE	DRAWN BY: DATE: GC 11/10/2020	ARCHITECT: CARTAYA & ASSOCIATES BEG No: AA COOL388
	ER	PUBLIC WORKS DEPARTMENT	DESIGNED BY: SCALE:	DATE: 02-21-2019
		ENGINEERING & ARCHITECTURE	CHECKED BY: TW	
501 SEABREEZE BLVD., FT. LAUD	, FL.33316	100 North Andrews Avenue, Fort Lauderdale, Florida 33301	FIELD BOOK:	TEL: 954-771-2724

Exhibit 1 Page 78 of 115





Photometri	cs Calculati	on Software Ge	nerated Luminaire S	chedule						
Symbol	Qty	Label	Arrangement	Lum. L	umens	LLF		Lum. W	atts [Total Watts
•	1	SA-P	SINGLE	25291		0.90	C	225	1	225
•	4	SB	SINGLE	24156		0.90	C	225	(900
+	1	SB-M	SINGLE	24156		0.900	C	225		225
+	5	SB-P	SINGLE	24156		0.900	C	225	-	125
·	10	SD1	SINGLE	12497		0.900	C	113	-	130
Calculatio	on Summary									
Label			CalcType	Units	Ave	g	Max	Min	Avg/Mi	n Max/Min
PARKING LO)T & CIRCULAR	R DRIVE	Illuminance	Fc	3.4	44	9.1	1.0	3.44	9.10
PROPERTY LINE		Illuminance	Fc	0.4	49	3.4	0.0	N.A.	N.A.	
TEACHING POOL AREA		Illuminance	Fc	31.	.15	34.8	23.4	1.33	1.49	
TEACHING P	POOL DECK		Illuminance	Fc	26	.09	32.9	17.0	1.53	1.94

	FORT LAUDERDALE AQUATIC CENTER - SITE LIGHTING									
2	LIGHTING FIXTURE SCHEDULE									
TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMPS	INPUT WATTS	MOUNTING	DIMMING (If Req)	REMARKS	
SA-P	LED SITE LIGHTING FIXTURE MOUNTED ON 25FT POLE	MCGRAW- EDISON	GLEON-AF-04-LED-E1-5QW-FINISH / MA1036- XX	UNV	LED	225W	25FT POLE	N/A	NOTES 1, 2	
SB	LED SITE LIGHTING FIXTURE WALL MOUNTED AT 19FT AFG	MCGRAW- EDISON	GLEON-AF-04-LED-E1-T4FT-FINISH-WM	UNV	LED	225W	19FT WALL MTD	N/A	NOTE 1	
SB-M	LED SITE LIGHTING FIXTURE MOUNTED ON MUSCO POLE AT 25FT AFG	MCGRAW- EDISON	GLEON-AF-04-LED-E1-T4FT-FINISH	UNV	LED	225W	25FT AFG - MUSCO POLE	N/A	NOTES 1, 3	
SB-P	LED SITE LIGHTING FIXTURE MOUNTED ON 25FT POLE	MCGRAW- EDISON	GLEON-AF-04-LED-E1-T4FT-FINISH / MA1036- XX	UNV	LED	225W	25FT POLE	N/A	NOTES 1, 2	
SD1 LED SITE LIGHTING FIXTURE ATTACHED TO THE CANOPY STRUCTURE AT 14FT AFG GWC-AF-02-LED-E1-T4FT-FINISH		GWC-AF-02-LED-E1-T4FT-FINISH	UNV	LED	113W	14FT AFG - STRUCTURE	N/A	NOTES 1, 4		
			FIXTURE SCHED	ULE NOTES		22				
			NOTE 1: PLEASE A	DVISE FINIS	н.					
	NOTE 2: FIX TURE MOUNTED ON 25FT DIRECT BURIAL CONCRETE POLE USI #:USI34TIIS-10676									
0.	NOTE 3: FIXTURE MOUNTED ON MUSCO POLE AT 25FT AFG. PLEASE SPECIFY ACCESSORIES FOR ATTACHING THE FIXTURE TO THE POLE.									
	NOTE 4: FIXTURE MOUNTED ON CANOPY STRUCTURE AT 14FT AFG. PLEASE VERIFY MOUNTING OPTIONS.									
	FOR QUESTIONS PERTAINING	TO THIS FIXT	URE SCHEDULE PLEASE CONTACT SANDY LA	NGNER @ LI	GHTING DYN	AMICS (954) 214-42	96; SLANGNER@LI	GHTINGDYNAMICS.	сом	



STATE OF FLORIDA

DATE: LOUIS BERGER Job #

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										DATE: MM/I
Calculation Crid Summa										AWN BY: EG
Grid Name	Calculation Metric	A	L 49	Illumination	A	A 4 ···	Circuits	Fixture Qty		DR
10m Board	Horizontal	133	115	<u>мах</u> 142	<u>мах/міп</u> 1.24	Ave/Min 1.16	С	13		
10m Plummet	Horizontal	83.2	0.27	137	509.03	308.02	С	13		
10m Plummet	Max Vertical Illuminance Metric	103	0.86	138	160.19	119.30	C C	13		
3m Board	Horizontal	38.6	34	45	1.40	1.14	C C	13		
5m Board	Horizontal	58.5	40	75	1.87	1.46	C	13		
7.5m Board	Horizontal	63.7	55	74	1.33	1.16	С	13		
Competition Pool	Horizontal Illuminance	100	76	120	1.59	1.32	B	26		
Divers Diving Pool	Horizontal Illuminance	106	69	129	1.86	1.54	C C	13		$ \overline{\triangleleft}$
Egress	Horizontal	5.16	0	29	0.00		E	12		
Pool Deck	Horizontal	53	0	147	0.00		A,B,C,D,E	70		F
Spa Spill	Horizontal	8.26 0.40	0	28 5.95	0.00			70		
Spill	Max Candela (by Fixture)	3134	0	24679	0.00		A,B,C,D,E	70		C
Spill	Max Vertical Illuminance Metric	0.46	0	6.11	0.00		A,B,C,D,E	70		
Training Pool 1	Horizontal Illuminance	102	70	127	1.83	1.46	A	19		LI LI
Image: constraint of the sector of the se	2.9 1.8 1.9 3.4 5.8 8.8 11 4.4 3.3 4.4 6.5 9.1 11.2 12 5.7 4.9 6.3 8.7 10.5 11.4 12 1.8 5.9 5.4 6.7 8.2 9.2 11.0 11. 1.8 5.9 5.4 6.7 8.2 9.2 11.0 11. 1.8 5.9 5.4 6.7 8.2 9.2 11.0 11. 1.8 5.9 5.4 6.7 8.2 9.2 11.0 11. 1.8 5.9 5.4 6.7 8.2 9.2 11.0 11. 1.6 1.7 2.9 3.3 3.6 3.7 5.5 3.8 3.3 3.6 4.4 5.1 5.3 5.3 4.5 3.0 2.7 2.9 3.3 3.6 3.7 4.1 3.7 2.3 2.1 1.2 2.1 1.5 2.2 2.4 2.6 2.8 3.0	3 12.0 11.1 3 12.0 11.1 8 15.1 14.5 6 13.9 13.7 2 11.7 11.9 3 9.7 10.7 5 7.9 8.9 7 6.3 7.1 4.8 5.4 0 3.5 3.9 3 2.6 2.8 0 1.6 1.5 3 2.6 2.8 0 1.6 1.5 7 1.6 1.1 5 1.6 1.5 7 1.6 1.1 5 1.3.6 1 1 11.3 11 3 18.1 21.6 3 21.0 27.5 4 40.6 22.1	 8.6 5.2 EX 11.7 8.3 11.9 9.5 11.2 10.1 10.1 9.7 8.3 8.2 6.5 6.4 5.0 4.8 3.7 3.5 2.7 2.6 1.9 1.8 1.3 1.2 0.9 0.8 0.6 0.5 3.0 2.2 10.7 8.8 19.3 17.9 25.7 23.9 26.0 20.7 21.0 14.5 	$\frac{1}{1.3} + \frac{1}{1.3} + \frac{1}$					TRUCTION OR BID - 01/09/2019 - DRC SUBMISSIO	T # P11900
PC	DOL AREA PI	HOT	OME sc/	TRI Ale: 1" = 3	CS 30'	M S	GA Lice	INTEGRATINICAL - AQUALICS - CIVIL 470 S. ANDREWS AVENUE, STE. 206 POMPANO BEACH, FLORIDA 33069 (954) 942-7703 RTIFICATE OF AUTHORIZATION # 31754 LILEO ALLWOOD, P.E. ENSED ENGINEER NO. 77462 STATE OF FLORIDA DATE: LOUIS BERGER Job # COPYRIGHT - LOUIS BERGER	NOT FOR CO	FOND SHEE TOTA CAD DRAV

	Calculation Grid Summa Grid Name 10m Board 10m Plummet 10m Plummet 1m Board 3m Board	ry Calculation Metric Horizontal Horizontal Max Vertical Illuminance Metric Horizontal Horizontal	Ave Min 133 115 83.2 0.27 103 0.86 47.7 39 38.6 34	Max Max/Min Ave/Min 142 1.24 1.16 137 509.03 308.02 138 160.19 119.30 57 1.46 1.22 45 1.31 1.14	CircuitsFixture QtyC13C13C13C13C13C13	
	5m Board 7.5m Board Competition Pool Divers Diving Pool Egress Pool Deck	Horizontal Horizontal Horizontal Illuminance Max Candela (by Fixture) Horizontal Illuminance Horizontal Horizontal	58.5 40 63.7 55 100 76 382416 179663 106 69 5.16 0 53 0	75 1.87 1.46 74 1.33 1.16 120 1.59 1.32 496934 2.77 2.13 129 1.86 1.54 29 0.00 147	C 13 C 13 B 26 C 13 C 13 E 12 A,B,C,D,E 70	
	Spa Spill Spill Spill Training Pool 1	Horizontal Illuminance Horizontal Max Candela (by Fixture) Max Vertical Illuminance Metric Horizontal Illuminance	8.26 0 0.40 0 3134 0 0.46 0 102 70	28 0.00 5.95 0.00 24679 0.00 6.11 0.00 127 1.83	C 13 A,B,C,D,E 70 A,B,C,D,E 70 A,B,C,D,E 70 A,B,C,D,E 19	
				Ļ		NO
P5	P6					LE MISSI
		2.9 1.8 1.9 3.4 5.8 8.8 11.3 4.4 3.3 4.4 6.5 9.1 11.2 12.4	5 12.0 11.1 8.6 5.2 EX 3 15.1 14.5 11.7 8.3	<u>isting⁰ Éuilding</u> 3.6 1.0		DRC SI
NEW BUILDING B Description Description <thdescription< th=""> <thdescription< th=""></thdescription<></thdescription<>	D 0.0 0.1 0.1 0.1 0.1 0.1 0.1 0.1 0.2	LT 5.7 4.9 6.3 8.7 10.5 11.4 12.4 1.8 5.9 5.4 6.7 8.2 9.2 11.0 11.2 COPOLE LTG 5.1 5.7 6.5 8.1 9.4 9.3 6.3 4.8 4.2 4.4 5.4 6.8 7.3 7.5	5 13.9 13.7 11.9 9.5 2 11.7 11.9 11.2 10.1 9.7 10.7 10.1 9.7 7.9 8.9 8.3 8.2	5.3 1.7 6.5 2.9 7.3 4.0		2019 -
3 6.5 8.9 11.7 14.6 14.8 12.5 9.4 5.3 2.1 1.1 1.7 3.8 6.0 7.3 6.9 6.7 6.3 4.7 3.2 1.9 1.0 0.9 1.3 2.0 3.0 5 6.2 8.5 10.8 11.9 11.2 9.3 7.1 4.6 2.0 1.2 1.6 3.3 4.9 6.0 6.0 5.7 5.5 4.4 3.2 2.1 1.4 1.1 1.5 2.2 3.1 8 5.2 7.0 8.7 8.9 8.2 8.7 9.0 6.8 3.2 1.4 1.6 2.8 4.9 5.0 5.4 5.2 4.5 3.4 2.4 1.5 1.2 1.6 2.2 3.2 9 4.0 5.1 6.3 7.4 8.6 10.0 12.0 9.8 5.2 3.7 4.8 5.5 5.9 5.7 5.1 3.9 2.5 1.3 11 1.6 2.4 3.4 9 4.0 5.1	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	5.5 3.8 3.3 3.6 4.4 5.1 5.3 5.7 4.5 3.0 2.7 2.9 3.3 3.6 3.7 4.1 3.7 2.3 2.1 2.2 2.4 2.6 2.8 3.0 3.2 1.9 1.7 1.8 2.0 2.1 2.2 2.3	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	5.9 4.2 4.6 3.5 3.4 2.7 2.5 2.1		01/03/
IMNG POOL ING NO 1210 010 011 010 010 010 010 010 010 01	6 4.9 6.0 6.9 7.4 6.9 5.4 9 5.5 7.0 8.0 8.7 8.4 6.3 5 0.6 0.7 0.8 0.9 1 1 3 0.4 0.4 0.5 0.6 0.8 0.8	3.0 1.6 1.5 1.7 1.9 2.1 2.1 1.9 3.1 1.6 1.7 2.0 2.3 2.6 2.5 2.0 1.3 1.5 2.0 2.6 3.3 3.6 3.5 2.7	$\begin{array}{c ccccccccccccccccccccccccccccccccccc$	1.7 1.5 1.1 1.0 0.8 0.6		R RID -
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	PC	OUL AREA PH		LIKICS N ALE: 1" = 30'	GALILEO ALLWOOD, P.E. LICENSED ENGINEER NO. 77462	





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*www.designlights.org





Peachtree City, GA 30269 P: 770-486-4800 Specifications and dimensions subject to

TD506001EN 2017-05-08 13:31:51

GWC GALLEON WALL LUMINAIRE ORDERING INFORMATION Sample Number: GWC-AF-02-LED-E1-T3-GM Product Family ¹ Light Engine Number of Light Squares ² Lamp Type Voltage Distribution Mounting Options Color E1=120-277V T2=Type II GWC=Galleon AF=1A Drive 01=1 LED=Solid State [BLANK]=Surface Mount AP=Grey Light Emitting Diodes 347=347V⁴ T3=Type III 480=480V^{4,5} T4FT=Type Wall Current 02=23 BZ=Bronze 480=480V 4.5 T4FT=Type IV Forward Throw T4W=Type IV Wide BK=Black DP=Dark Platin SL2=Type II w/Spill Control GM=Graphite SL3=Type III w/Spill Control Metallic SL4=Type IV wSpill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right WH=White CC=Custom Colo RW=Rectangular Wide Type I 5NQ=Type V Square Narrow 5MQ=Type V Square Medium 5WQ=Type V Square Wide Options (Add as Suffix) Accessories (Order Separately) OA/RA1013=Photocontrol Shorting Cap OA/RA1016=NEMA Photocontrol - Multi-Tap 105-285V 7030=70 CRI / 3000K 7 8030=80 CRI / 3000K 7 OA/RA1201=NEMA Photocontrol - 347V 7050=70 CRI / 5000K 7 7060-70 CRI / 6000K 7 600=Drive Current Factory Set to 600mA 800=Drive Current Factory Set to 800mA OA/RA1027=NEMA Photocontrol - 480V MA1252=10kV Circuit Module Replacemen MA1059XX=Thru-branch Back Box (Must Specify Color) 1200=Drive Current Factory Set to 1200mA * F=Single Fused (120, 277 or 347V. Must Specify Voltage) FF=Double Fused (208, 240 or 480V. Must Specify Voltage) FSIR-100=Wireless Configuration Tool for Occupancy Sensor ¹⁷ LS/HSS=Field Installed House Side Shield ^{23, 25} 10K=10kV Surge Module DIM=0-10V Dimming Leads ^{8, 10} DALI=DALI Driver ¹¹ HA=50°C High Ambient ¹² UPL=Uplight Housing ¹⁸ BBB=Battery Pack with Back Box ^{3,6,5,14} CWB=Cold Weather Battery Pack with Back Box ^{3,6,6,14} P=Button Type Photocontrol (120, 208, 240 or 277V. Must Specify Voltage) R=NEMA Twistlock Photocontrol Receptacle PER7=NEMA 7-PIN Twistlock Photocontrol Receptacle ¹⁵ AHD145=After Hours Dim, 5 Hours ¹⁶ AHD245=After Hours Dim, 6 Hours ¹⁶ AHD255=After Hours Dim, 7 Hours AHD355-After Hours Dim, 8 Hours ¹⁶ MS-LXX=Motion Sensor for On/Off Operation ^{17, 18, 19} MS/DIM-LXX=Motion Sensor for Dimming Operation ^{17, 18, 19} LWR-LW=LumaWatt Pro Wireless Sensor, Wide Lens for 8' - 16' Mounting Height 19, 20, 2 LWR-LN=LumaWatt Pro Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height 19, 20, 2' L90=Optics Rotated 90° Left R90=Optics Rotated 90° Right MT=Factory Installed Mesh Top LCF=Light Square Trim Plate Painted to Match Housing ²² HSS=Factory Installed House Side Shield ²³ CE=CE Marking and Small Terminal Block ²⁴ NOTES: 1. DesignLight Consortium® Qualied. Refer to www.designlights.org Qualified Products List under Family Models for details. 2. Standard 4000K CCT and minimum 70 CRI. 3. Two light squares with BBB or CWB options limited to 25°C, 120-277V only. 4. Requires the use of a step down transformer. Not available in combination with sensor options at 1200mA. 5. Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Deita and Three Phase Corner Grounded Deita systems). . Custom colors are available. Setup charges apply. Paint chip samples required. Extended Lead times apply. Extended lead times apply. Use dedicated IES files when performing layouts. . Not available with HA option. . Cannot be used with other control options. Gannot be used with other control options.
 Low voltage control lead brought out 18° outside fixture.
 Only available with 188 or CWB in single light square. HA option available for single light square only. Limited to 1A and below.
 Not available with 100, UPL, BBB and CWB options. Available for single light square only.
 Not available with 5L2, SL3, SL4, HA, BBB, CWB, R, or PER7 options.
 Operates a single light square only. Cold weather option operates -20°C to +40°C, standard 0°C to +40°C. Backbox is non-IP rated.
 Compatible with standard 3-PIN photocontrols, 5-PIN or 7-PIN ANSI controls.
 Requires the use of P photocontrol or the PER7 or R photocontrol receptacle with photocontrol accessory. See After Hours Dim supplemental guide for additional information.
 The FSIF-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
 Replace LXX with mounting height in feet for proper lens selection (e.g., L8=8' mounting height). L8, L20, L40, and L40W are available options.

Includes integral photosensor.
 UnumWatt Pro wireless sensors are factory installed requiring network components in appropriate quantities. See www.eaton.com/lighting for LumaWatt Pro application information.
 Bronze sensor is shipped with Bronze fixtures. White sensor shipped on all other housing color options.
 Not available with HSS option.
 Only for use with SL2, SL3 and SL4 distributions. The light square trim plate is painted black when the HSS option is selected.
 Construction for available with the 1200, DALI, LWR, MS, MS/DIM, P, R or PER7 options. Available in 120-277V only.

THE PROFESSIONAL ENGINEER. (2) INTERNAL WIRING. INTERNAL WIRING TO BE IN UL LISTED CONDUITS, INSIDE POLE. SEE NOTE 3. (3) LIGHT FIXTURE CONNECTIONS. REFER TO LIGHT MANUFACTURER FOR REQUIREMENTS, INCLUDING TEMPERATURE REQUIREMENTS (COMMONLY 150C). CONDUCTORS TO BE UL LISTED "FIXTURE" CONDUCTORS. (UL "RECOGNIZED" APPLIANCE WIRES CONDUCTORS, CONNECTORS, AND ACCESSIBILITY. (4) CONDUITS. CONDUITS BELOW HAND HOLE IN POLE TO BE UL LISTED

STANDARD LIGHTING POLE DETAIL

- WITH "BRANCH CIRCUIT" THWN CONDUCTORS.
- (5) HAND HOLE. HAND HOLE WITH UL LISTED BOX CAST IN POLE WITH WATERPROOF SPLICES.
- (6) GROUND WIRE IN POLE. CONNECT BOTTOM TO #4 BARE GROUND CONDUCTOR. CONNECT TOP TO GROUND LUG IN FIXTURES.
- RATED FOR DESIGN LOAD OF 5,000 LBS OVER A 10" SQUARE. COVER LETTERING = "LIGHTING". DO NOT PLACE IN PAVED AREA. KEEP IN GRASSED AREAS. QUAZITE COMPOSOLITE PX STYLE. 1–800–346–3067
- (8) MUCK. IF SOFT SOILS ARE FOUND ON THE PROPERTY, THIS POLE DESIGN WILL BE MODIFIED TO ACCOMMODATE. NOTIFY ENGINEER IMMEDIA TELY.
- (9) SITE CONDITIONS. IF SITE CONDITIONS ARE DISCOVERED WHICH REQUIRE ANY POLE (S) TO BE MOVED OVER 4 FEET, NOTIFY THE ENGINEER IMMEDIA TELY.





25. One required for each light squar

(1) LIGHTING POLE. THE MANUFACTURER IS TO PROVIDE CERTIFICATION BY FLORIDA PE, SHOWING WIND LOAD RATING OF 170 MPH WITH SPECIFIED FIXTURES INSTALLED. THE FINAL POLE SET IS TO BE DETERMINED BY

NOT PERMITTED.) OBTAIN BUILDING DEPARTMENT APPROVAL FOR

(7) TRAFFIC RATED PULL BOX. HIGH STRENGTH COMPOSITE CONSTRUCTION



PLAN SYMBOL -



Louis Berger

LAND PLANNING * STRUCTURAL

ENVIRONMENTAL * ELECTRICAL

MECHANICAL * AQUATICS * CIVIL

470 S. ANDREWS AVENUE, STE. 206

POMPANO BEACH, FLORIDA 33069

(954) 942-7703

CERTIFICATE OF AUTHORIZATION # 31754

GALILEO ALLWOOD, P.E. LICENSED ENGINEER NO. 77462 STATE OF FLORIDA

DATE:

LOUIS BERGER Job #

COPYRIGHT - LOUIS BERGER



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EXHIBIT B

3

CAM 21-0489 Exhibit 1 Page 82 of 115

1000

Owner: City of Fort Lauderdale Architect: Cartaya Associates Clarifications and Assumptions Drawing Date: 60% DD's - 90% MEP Revision No: 00

Clarifications and Assumptions

- 1 This Design Build proposal is based on mutually agreeable contract terms and the resolution of the contract comments included in our Technical Proposal for a Firm Fixed Price/Lump Sum Design-Build contract with milestone-based reimbursement.
- 2 This Design-Build proposal includes providing full General Liability, Auto, Professional Liability and Builders Risk Insurances and a 100% Payment and Performance Bond
- 3 This Design-Build proposal does NOT include Unforseen Conditions or any other items currently paid by the City in our current agreement for the Aquatic Center such as Permit Fees, and Utility Development and Tap Fees, with the exception of Testing and Inspections which have been included as an Owner Allowance.
- 4 No monies have been budgeted for contaminated or hazardous materials, soil or water. No monies have been budgeted for treating of contaminated ground or surface water prior to discharge.
- 5 The estimate assumes that multiple subcontractor and supplier bids will be obtained with the exception of design assist subcontactors, and makes no allowance for temporary increases in cost due to local market conditions resulting in insufficient subcontractor or supplier bids. This proposal is based on design assist subcontractors performing respective scope of work and multiple subcontractor and supplier bids will not be obtained for scopes of work subcontracted with design assist subcontractors.
- 6 The estimate makes no provisions for sole-source specified items or products. All items are assumed to be openly specified to allow competitive subcontractor and supplier bidding.
- 7 We have assumed access to remain to the east HOF building only. All other existing areas within the construction limits will be closed to the public. During the boat show, access to the public will be provided to the West HOF building and west lawn.
- 8 We have not included any improvements to the existing East and West Hall of Fame Buildings, including upgrading any infrastructure or existing code violations in these buildings.
- 9 All existing equipment and items to be reused or salvaged are to be removed by owner and stored outside of construction limits.
- 10 This design build proposal is based on the conceptual designs and program provided by Hensel Phelps. It is understood this design will be further developed with input from the City and end user(s). If additional scope is required, Hensel Phelps will review and submit as a change order request.
- 11 This design build proposal includes savings to direct work and General Conditions from working concurrently with the adjacent Fort Lauderdale Aquatic Center project.
- 12 We have included in our program a broom finished concrete pool deck, with a program area of approx 7,500 SF west of the new South Building and south of the dive tower that can be used for Dryland Dive Training, staging or future expansion.

A10 - Foundations

- 1 We have assumed using the Test Pile program and geotech report from the concurrent and adjacent Aquatic Center project for the augercast piles at the South Building. We have included new soil borings to verify soil conditions at the proposed South Building.
- 2 We have included grade beams and pile caps supported by augercast pile foundations to support structure and pool deck utilizing a similar grid and pile size as the current Aquatic Center project.

Owner: City of Fort Lauderdale Architect: Cartaya Associates Clarifications and Assumptions Drawing Date: 60% DD's - 90% MEP Revision No: 00

Clarifications and Assumptions

- 3 We have included assumed using the sheet piling from the Aquatic Center project to help mitigate elevation change between the proposed South Building and Service Road. We have not included temporary sheet piling.
- 4 We have not included vibration monitoring of existing structures to remain during installation of augercast piling. If required, vibration monitoring is assumed to be part of owner provided testing.
- 5 Existing piles and pile cutoff will be crushed and left below the new slabs.
- 6 We have included a structural concrete pool deck supported on augercast piles adjacent the south building to fill voids between the Aquatic Center project and the new South Building footprint.

A20 - Basement Construction

1 None included

B10 - Superstructure

- 1 We have included an 10" reinforced concrete elevated deck with reinforced masonry walls.
- 2 We have included roof constructed of steel joist and decking to allow for open floor plan on the 2nd FL.

B20 Exterior Closure

- 1 We have included painted stucco on all exterior masonry walls.
- 2 We have included 2'-2" high storefront and storefront doors at the selected openings located on the 1st Level and fixed 6'-0" high windows for the glazing located on the 2nd Level.
- 3 We have included concrete eyebrows over doors and windows on the north elevation. We have not included an additional sunshading devices, awnings or canopies.

B30 - Roofing

1 We have included single-ply roofing system over taper insulation fully adhered per code and uplift requirements and a broom finish concrete topping slab over a waterproofing membrane at the 2nd FL roof terrace area.

C10 - Interior Construction

- 1 We have included painted exposed ceilings and painted masonry walls at the 1st Level to match the finishes of the North Restroom of the Aquatic Center project.
- 2 We have included painted gypsum partitions at all interior partitions with acoustical ceilings on the 2nd Level and interior storefront at Conference Rooms 210 and Reception 227 facing the corridor.

C20 - Stairs

1 We have included broom finish concrete stairs finished with a sealer and metal railings at the stairwells.

C30 - Interior Finishes

- 1 We have included epoxy flooring at all the "wet rooms" (Locker Rooms, Restrooms, First Aid Room and Lifeguard Room as well as Lobby and Team Multipurpose Room.
- 2 We have included 8'-0" high ceramic wall tile at all shower partitions.

Owner: City of Fort Lauderdale Architect: Cartaya Associates Clarifications and Assumptions Drawing Date: 60% DD's - 90% MEP Revision No: 00

Clarifications and Assumptions

- 3 We have included concrete sealer with exposed ceilings at MEP Rooms, Storage and Stairs.
- 4 We have included concrete sealer with 8'-0" high mirrors at the west wall in the Weight Room.
- 5 We have include carpet tile at all the offices, corridors and conference rooms on the 2nd FL.

D10 - Conveying

1 We have included an ADA compliant two stop holeless hydraulic elevator with standard finishes.

D20 - Plumbing

- 1 Plumbing Fixtures to be white, chrome or standard finish.
- 2 We have included Sanitary DWV piping as PVC SCH-40 DWV.
- 3 We have included Water distribution piping as Copper L above finished floor or K below finished floor.
- 4 We have included Storm Water Drain piping as PVC SCH-40 DWV.

D30 - HVAC

- 1 We have included ductwork concealed in soffits on the 1st Level.
- 2 We have included (1) open loop cooling tower with VFD; (24) water source heat pumps with electric heat; (3) 100% OA water source heat pumps with electric heat; (4) CW pumps with triple duty valves, suction diffusers; (1) Heat exchanger and BAS system with graphics interfaces to condition all the interior spaces of the new South Building.

D40 - Fire Protection

1 We have included wet pipe sprinkler system with standard heads, black schedule 10 roll grooved fittings for sizes 2" or larger and schedule 40 black with cast iron fittings for thread pipe 2" or smaller.

D50 - Electrical

- 1 This proposal is based on the FPL vault being removed during construction with a combination of temporary and permanent power feeds provided by FPL (contracted by owner) to service existing facilities to remain operational during construction.
- 2 We have assumed (1) 1,200 amp distribution panel fed from the existing FPL transformer.
- 3 We have include empty conduit and pull strings for phone and data with single gang low voltage outlet stubbed up the accessible ceiling. We have NOT included low voltage wiring or devices.
- 4 We have included standard code compliant 2x2, 2x4, 4 foot strip lighting fixtures in lieu of architectural recessed can fixtures, surface lighting and step lighting at terrace.

E10 - Equipment

- 1 We have included heavy duty plastic lockers, elevated on a concrete bench.
- 2 We have included a \$7,500 allowance for appliances.

Owner: City of Fort Lauderdale Architect: Cartaya Associates Clarifications and Assumptions Drawing Date: 60% DD's - 90% MEP Revision No: 00

Clarifications and Assumptions

3 We have not included any equipment for dryland diving, equipment at the weight room or any other equipment not listed above.

E20 - Furnishings

- 1 We have included plastic laminate cabintets with solid surface countertops at the Conference Room, Coffee Area, Multi-Purpose Room, Lifeguard Room, and First Aid Room.
- 2 We have NOT included any office furniture.

F10 - Special Construction

1 We have included relocation of the sparger equipment for the Dive Pool below the exterior stair of the new South Building.

F20 - Selective Building Demolition

1 We have included demolition of the existing South Building.

G10 - Site Preparations

1 We have included 2.5 feet of fill to fill voids below the existing South Building or pool deck impacted by this project. No undercutting of subgrade below existing grades is included in our proposal.

G20 - Site Improvements

- 1 We have included selective demolition and replacing the existing South Service Road from the turnaround circle thru to the southside of the property with new asphalt.
- 2 We have assumed all landscaping and irrigation as an allowance of \$25,000.

G30 - Site Civil / Mechanical Utilities

1 We have included new site utilities (water, fire, sanitary and drainage) lines and structures.

G40 - Site Electrical Utilities

1 This proposal is based on the FPL vault being removed during construction with a combination of temporary and permanent power feeds provided by FPL to service existing facilities to remain operational during construction.

G90 - Other Site Construction

1 We have included an allowance of \$100,000 to relocate Musco sports lighting. We have included light fixtures at the exterior entrances of the new south building as required by building code.

EXHIBIT C

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Fort Lauderdale Aquatic Center - South Building Comprehensive Agreement Estimate

Owner: City of Fort Lauderdale Architect: Cartaya & Associates 5/10/2021 Revision No: 00

Project Description:

Demolition of existing South Locker Room Building and Design and Construction of a new 2 level 16,260 GSF Locker Room and Office Building with Observation Deck as well as associated sitework, replacement of existing South Service Road, and demolition and replacement of structural pool deck and deep foundations.

	South Duilding	C:4a	Total	
	South Building	Site	i otai	
		Development		
Gross Floor Area - GSF	16,260		16,260	
				Comments
A - SUBSTRUCTURE	438 075	-	438 075	
B - SHELL	1 739 318	-	1 739 318	
	951 564	_	951 564	
D - SERVICES	1 073 370	_	1 973 370	
	190,000	-	190 /00	
	190,400	-	190,400	
	0	952 005	952 905	
G - BOILDING STIEWORK	262.079	332,303	302,300	
	202,970	41,041	2 502 274	
Conoral Conditions	2, 190,002	395,522	2,092,074	
General Conditions	w/indirects	windirects	w/indirects	
Contractor's Bonds	windirects	w/indirects	windirects	
Subcontractor & Supplier Bonds	windirects	windirects	windirects	
	w/Indirects	w/Indirects	w/Indirects	
	w/Indirects	w/Indirects	w/Indirects	
Permits	By Owner	By Owner	By Owner	
A & E Design Costs	407,613	73,387	481,000	
Professional Liability Insurance	By A/E	By A/E	By A/E	
Preconstruction Services	50,846	9,154	60,000	
Utility Development & Tap Fees	By Owner	By Owner	By Owner	
Hazardous Material Abatement	By Owner	By Owner	By Owner	
Testing & Inspections	127,114	22,886	150,000	
Unforseen Conditions Contingency	By Owner	By Owner	By Owner	
Owner's Contingency	9,043	1,628	10,671	
Contractor's Fee	w/Indirects	w/Indirects	w/Indirects	
Project Total	8,347,171	1,502,829	9,850,000	
Total Cost / GSE	\$513.36		¢605 79	
Total Cost / Unit	4010.00		4003.10	

The information contained in this estimate is the proprietary property of Hensel Phelps and may be used only by the authorized recipient. Any reproduction or other reuse of this estimate or portions thereof without the express consent of

Hensel Phelps is strictly prohibited.



HENSEL PHELPS

Plan Build. Manage.

Estimator: AJD, Estimate Checker: Current Date: 10-May-2021 Workbook: FLAC - South Building Estimate_05-11-2021.xlsm Boeckh's Data: City, State / Usage / Construction Type / 2000 / May - Jun 2021

Page 1 of 1

EXHIBIT D

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DIRECT PURCHASE

The City of Fort Lauderdale (herein referred to as the "City") is exempt from sales and use taxes. As such, it is exempt from the payment of sales and use taxes on purchases of tangible property, materials, etc., necessary for the performance of work under construction contracts, provided the City determines it is to its best interest to do so, and provided the purchase of such properties, materials, etc., are handled in the manner hereinafter described and under the provisions of Florida Administrative Code, Paragraph 12A-1.094. The Sales and Use Tax on Construction Improvements, Installations and Repair, provided in Direct Purchase Exhibit A, contains additional Florida Department of Revenue documentation regarding tax exempt purchases.

The City has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for tangible property, material, etc., to be used in the construction of this project, and notifies Hensel Phelps Construction (herein referred to as the "Construction Manager") of its intent to do so.

The Construction Manager shall submit its proposal for the Guaranteed Maximum Price ("GMP") with the inclusion of all required taxes including applicable sales and use tax, the same as if tax were to be paid in the normal manner. The sales and use tax savings will be affected during the performance of the GMP contract.

The Construction Manager, subcontractors, and all material dealers are herby made aware of the intent of the City to reduce the construction costs of the project by the purchase of properties, materials, etc. in the manner hereinafter described and the Construction Manager shall not withhold its consent to the arrangement.

Administrative costs incurred by the Construction Manager administering the purchases in the name of the Owner shall be considered to be included in the GMP.. No addition shall be added to the GMP amount because of the service provided by the Construction Manager in the purchase of property, materials, etc., in the name of the Owner.

All sales and use tax savings of purchase of property, materials, etc., shall be credited to the Owner and the amount of the City Contingency shall be increased in the full amount of savings which are affected by the ommission of payment of sales and use taxes. For the purposes of this Agreement, the estimated tax savings shall be calculated at a flat rate of 6%.

The City affirms that if the Florida Department of Revenue determines that the materials sold pursuant to the Certificate of Entitlement do not qualify for the exemption under Florida Statutes § 212.08(6) the City will be liable for any tax, penalty, and interest determined to be due.

By virtue of its payment of material invoices, the Owner further intends to benefit from any discounts offered for timely payment.

The administration for the sales and use tax savings will be in accordance with the agreements and forms bound herein and the procedure will be administered by the City.

The Construction Manager, not withstanding this special purchase arrangement, shall, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented.

The City shall take title upon delivery and shall retain title to all materials it purchases and assumes liability for the materials when they are delivered to the job site. The Construction Manager shall act as bailee as to all materials when they are delivered to the job site. The Construction Manager shall have the obligation of receiving, storing, and safekeeping all goods and materials purchased on behalf of the City pursuant to an Agreement. Further, the Contractor shall be responsible for processing all warranty claims for defective goods and materials, but the City shall be responsible for the cost of replacing any goods and materials.

TAX SAVINGS AGREEMENT PROCEDURES

- A. The Construction Manager, prior to initiating a request for Owner Direct Purchase Order, will prepare and submit to the City a deductive change to the GMP contract for the amount of materials to be purchased through the Owner Direct Purchase Order Program. This deductive change will allow the Construction Manager to adjust the Sub's contract which will account for the value of the material and the sales tax as it pertains to the Sub's contract. The deductive change (and backup) and the request for Owner Direct Purchase Orders can be submitted at the same time; however the Owner Direct Purchase Orders will not be processed until deductive changes has been completed.
- B. The Construction Manager will issue Tax Savings Procedure and instructions (Direct Purchase Exhibit B) to the subcontractor.
- C. The Construction Manager will issue a request for a Owner Direct Purchase Order to the City and provide the necessary back-up as shown on the Owner Direct Purchase Checklist and the samples provided in Direct Purchase Exhibit C.
- D. The City will then process the Owner Direct Purchase Order and forward directly to the vendor within fifteen (15) business days. The PO must be issued to the actual vendor, not the Subcontractor. The originating department will be responsible for providing a copy of the PO to the Vendor and the Construction Manager for record purposes.
- E. The City will complete a Certificate of Entitlement to the Vendor to affirm that the tangible personal property purchased will go into or become a part of a public work. The City's PO must be attached to the Certificate of Entitlement. There must be a separate Certificate of Entitlement for each purchase order. Copies of the Certificate are acceptable.
- F. The City is responsible for providing copies of the Certificate of Entitlement, PO and tax exempt certificate to the Vendor and/or the Construction Manager.
- G. The vendor's invoice must be issued to the City, rather than to the Construction Manager. The City must make payment directly to the vendor.
- H. The City assumes title to the materials from the vendor at the time of purchase or delivery by the vendor.
- I. The City and Construction Manager will verify that all invoiced materials and/or equipment were delivered and that the invoice is for the correct amount.
- J. The City will process invoices and forward them to the accounting department for payment.

K. It is the responsibility of the Construction Manager to maintain all paperwork pertaining to the agreement.

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L. The Construction Manager and the City shall keep track of all purchase orders issued and invoices paid.

OWNER DIRECT PURCHASE CHECKLIST

The City of Fort Lauderdale requires the following items prior to a purchase order being processed:

- A. Purchase Order Request Form
 - 1. Includes reference to project
 - 2. Includes line item pricing
 - 3. Includes separate line item for tax (for tracking purposes only)
- B. Vendor Registration Form
- C. Vendor's current Form W-9
- D. Letter from Hensel Phelps, recognizing the Vendor and Vendor quote or proposal as acceptable for this project.
- E. Copy of accepted and approved submittal/shop drawing

The Vendor in turn will receive the following items when the purchase order is processed:

- A. City Purchase Order
- B. Terms and Conditions
- C. Certificate of Entitlement
- D. City's Tax Exempt Certificate

OWNER DIRECT PURCHASE EXHIBITS

The attached/included exhibits include the following:

- A. Direct Purchase Exhibit A Florida Department of Revenue Document # GT-800067 Titled Sales and Use Tax on Construction, Improvements, Installations, and Repairs
- B. Direct Purchase Exhibit B Owner Direct Purchase Order Program Instructions to Subcontractors and Suppliers/Vendors
- C. Direct Purchase Exhibit C Purchase Order Request Documents which include: Sample Purchase Order Request Form, City Vendor Registration Form, and W-9 Form.

DIRECT PURCHASE EXHIBIT A

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FLORIDA DEPARTMENT OF REVENUE

Document Number GT-800067

Titled

SALES AND USE TAX ON CONSTRUCTION, IMPROVEMENTS, INSTALLATIONS AND REPAIRS

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CAM 21-0489 Exhibit 1 Page 95 of 115



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Sales and Use Tax on Construction, Improvements, Installations and Repairs

In Florida, the taxing of property improvements, installation, and repairs varies according to the exact nature of the transaction.

This publication can help you determine:

- If you need to pay sales and use tax when you buy parts and materials.
- If you need to charge tax to your customers.

It will also explain what documentation you need to buy parts and materials tax-exempt.

Definitions

Real property - The land, its improvements, and fixtures; also called "realty" and "real estate."

Improvements to real property — include the activities of building, erecting, constructing, altering, improving, repairing, or maintaining real property.

Fixture — An item that is permanently attached to the realty, building, other structure, or land, that keeps its separate identity after installation. All repairs are treated as repairs to real property. The term "fixture" does not include titled property, machinery, or equipment.

Tangible personal property — Personal property that you can see, weigh, measure, touch, or is in any manner perceptible to the senses, but not permanently attached to real property.

Fabricated cost — The cost to a real property contractor to fabricate an item. This includes direct materials, labor, and other costs that are allocated to production.

Fabricated items — Items contractors manufacture, produce, process, compound, or fabricate for their own use in performing contracts for improvements to real property.

Real Property

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Generally, transactions that involve items that are permanently installed into a structure, where they cannot be removed without destroying them, are classified as real property and are not subject to sales tax. You should also consider the pricing arrangement in the contract when determining whether to charge tax.

Examples of Real Property

- Carpeting (permanent)
- Carpentry
- Dock, pier, seawall
- Driveway
- Electrical system
- Elevator, escalator
- Landscaping
- Masonry work
- Roofing
- Tile

Types of Contracts

Under lump sum, cost plus, fixed fee, guaranteed price, or time-and-materials real property contracts, the contractor is the final consumer of materials and supplies and:

- Must pay sales tax to suppliers on all purchases, including those made for the contractor's own use.
- Should not charge tax to the customer.

Contractors who perform taxable fabrication must pay use tax on the fabricated cost of the items fabricated. When calculating use tax on the cost of items of tangible personal property manufactured, produced, compounded, processed, or fabricated, the contractor should:

- Include the cost of the direct materials used to fabricate an item if the contractor did not pay tax to the materials vendor on the purchase of the materials.
- Exclude the cost of the direct materials if the contractor paid tax when it purchased the materials.

Retail sale plus installation contracts are contracts for improvements to real property where the contractor or subcontractor lists and prices in the contract **all materials** to be used **before** the work begins. The contractor or subcontractor also must agree to:

- Sell specifically described and listed materials and supplies at an agreed price or regular retail price, and
- Complete the work for either an additional agreed price or based on time used.

Since the sale of the materials is a separate transaction from the installation, the customer must assume title and risk the loss of the materials and supplies as delivered, rather than accepting only title to the completed work.

A contractor who performs retail sale plus installation contracts:

- Should buy the materials tax-exempt for resale.
- Should charge the customer tax on all materials.

Use of Materials

Tax is due on the use of goods by the contractor. The contractor is responsible for the tax if sales tax was not paid at the time of purchase.

Contractors may manufacture or fabricate a finished product from raw materials for use in a contract. Contractors owe tax on the manufactured cost of such products. For example, a cabinet maker/installer must pay sales tax on the manufactured cost of the cabinet.

If a contractor fabricates a product at the job site, fabrication labor is exempt from tax. Only the cost of the materials is subject to tax.

Construction for Tax-Exempt Entities

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The contractor cannot use an entity's tax-exempt status to purchase materials used under a construction contract for the entity. Contractors owe tax on these purchases. However, the tax-exempt entity may buy the materials directly from the materials vendor and pay no tax when certain conditions are met:

- The tax-exempt entity must issue its purchase order and a copy of its exemption certificate, and make
 payment directly to the materials vendor.
- The vendor must directly invoice the tax-exempt entity.
- The tax-exempt entity must take title to the materials upon delivery to the jobsite; it must assume the
 risk of loss of the materials at the time of purchase.
- The seller of the materials or supplies must receive a purchase order and a copy of an exemption
 certificate issued directly from the tax-exempt entity before shipment or delivery. If the vendor does not
 receive this documentation, the vendor must collect sales tax from the contractor who placed the order.

Sales and Use Tax on Construction, Improvements, Installations and Repairs, Page 2

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Governmental entities (excluding the federal government) must issue a Certificate of Entitlement to each vendor and contractor to purchase supplies and materials tax-exempt for use in public works contracts. The Certificate of Entitlement certifies that:

- The materials and supplies purchased will become part of a public facility.
- The governmental entity will be liable for any tax, penalty, or interest due if the Department later determines that the items purchased do not qualify for exemption.
- The criteria established in Rule 12A-1.094, F.A.C., are being followed.

Tangible Personal Property

Generally, when installing or repairing tangible personal property, parts and labor are taxable. If the job is "labor only" it is not taxable, but the repairer must document that no parts or other items were incorporated into or attached to the repaired item.

Examples of Tangible Personal Property

- · Carpets (except those that become real property) and rugs
- Drapes, curtains, blinds, shades, or slipcovers
- Equipment used to provide communications services installed on a customer's premises
- Garbage can receptacles
- Household appliances (except "built-in" appliances)
- Lawn markers
- Mail boxes

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- Mirrors, except those that become real property
- Portable ice machines and refrigerators
- Precast clothesline poles
- Radio and television antennas
- Stepping stones
- Windowair-conditioning units

Sometimes, the method of installation is a factor in determining taxability. For example, a mailbox that is bricked into a post beside the road is an improvement to real property. But if the mailbox is attached to the house or screwed into a wooden post in the ground, it is tangible personal property.

Taxes on Installation of Tangible Personal Property

Contractors and manufacturers who provide and install items of tangible personal property are considered to be retail dealers and:

- Should buy the materials tax-exempt for resale.
- Should charge sales tax on the full price, including installation, materials and any other charges.

Taxes on Repairs and Improvements to Tangible Personal Property

When repairing or improving tangible personal property, the repair person:

- Should buy the repair materials tax-exempt for resale.
- Should charge the customer tax on labor and materials, if parts are used in the repair.

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Parts and Materials

A repair person may buy materials and parts tax-exempt if the materials and parts become part of the tangible personal property being repaired. These include items such as welding rods, solder, paint, thinner, oil, boits, or nuts. Materials used to make the repair that **do not** become a part of the property are taxable to the repairer as overhead items. These include items such as tools, sandpaper, steel wool, flux, or detergents.

Repair Labor Only

Charges for repairs of tangible personal property needing only labor or service are not taxable. The repair person must keep documentation to prove no tangible personal property was joined with or attached to the repaired item. Sales tax applies even if the parts are provided at no charge.

Charges for fabrication are taxable. Fabrication occurs when material is cut, threaded, shaped, bent, welded, sheared, punched, drilled, machined, or is changed from its original state, because of work performed on the material.

Repairs Shipped In/Out of State

When tangible personal property is shipped into Florida, repaired, and then shipped back to its owner outside the state by common carrier or mail, the amount charged for the repair is exempt. If the tangible personal property is sent out of Florida to be repaired and then returned to Florida, the transaction is taxable.

Maintenance or Service Warranty Contracts

Maintenance or service warranty contracts covering taxable, tangible personal property are taxable. A service warranty is defined as any contract or agreement for the cost of maintaining, repairing, or replacing tangible personal property. This does not include contracts or agreements covering tangible personal property that becomes a part of real property. The sale of an extended warranty for the maintenance, repair, or replacement of tangible personal property that is not incorporated into real property is subject to sales tax.

Commercial vs. Residential Appliances

Commercial appliances (such as dishwashers, stoves, and refrigerators) are considered machinery and equipment when used in a business. The contractor should charge the customer tax on the appliance and labor.

Free-standing residential appliances are tangible personal property. The contractor should charge the customer tax on the appliance and labor.

Hard-wired/permanently installed residential appliances become real property. The contractor should pay tax when buying the appliance and should not charge the customer tax on the appliance or labor.

Fixtures

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When installing fixtures, the contractor:

- Should pay sales tax when buying the materials.
- Should not charge the customer tax on materials or labor;

Types of fixtures include:

- Built-in cabinets, counters, or lockers
- Central air-conditioning units
- Elevators and escalators
- Furnaces
- Kitchen and bathroom sinks
- Wired lighting

Sales and Use Tax on Construction, Improvements, Installations and Repairs, Page 4

When deciding whether an item is a fixture, consider:

- Method of attachment
- Intent of the parties
- Real property law
- Customization

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- Permits and licensing
- Legal agreements

Mobile Home Repairs and Improvements

The contractor needs to look at the actual repair job to determine if the repair is to real property or tangible personal property. To determine how sales or use tax applies to a job, check the decal that is on the home.

- If the mobile home has an "RP" (real property) decal, it is considered real property.
 - B Repairs to the actual mobile home or permanent attachments, including built-in appliances, are treated as the repair of real property.
 - The repair person should pay tax on all materials used to complete the repair. The customer should not be charged tax.
- If the mobile home has an "MH" (mobile home) decal, all repairs, permanent attachments, and builtin appliances are treated as the repair of tanglble personal property. This includes repairs to the roof, plumbing, and central air-conditioning system.
 - The repair person should buy the materials tax-exempt for resale and charge tax to the customer on the entire repair bill (Including labor) unless the repair invoice shows no parts were used (job is labor only).
- A mobile home with no MH or RP decal is treated as tangible personal property.
 - The repair person should buy the materials tax-exempt for resale and charge tax to the customer on the entire repair bill (including labor) unless the repair invoice shows no parts were used (job is labor only).

Who Must Register to Collect Sales Tax?

Persons who are in the business of repairing tangible personal property should register as a dealer to collect sales and use tax and discretionary sales surtax. Discretionary sales surtax is imposed by most Florida counties.

Contractors should not register unless they must pay tax on the cost of items made (fabricated) for use in fulfilling contracts. However, a contractor who performs real property contracts and sells tangible personal property at retail must register as a dealer.

You can register to collect and/or report tax through our website. The website will guide you through an application interview that will help you determine your tax obligations. If you do not have Internet access, you can complete a paper *Florida Business Tax Application* (Form DR-1).

After we approve your registration application, you will receive a Certificate of Registration (Form DR-11), a Florida Annual Resale Certificate (Form DR-13), and your tax return forms.

Buying Materials and Parts Tax-Exempt

The *Florida Annual Resale Certificate* allows you to buy materials and parts tax-exempt that you intend to resell or incorporate into the finished product. Provide a copy of your current *Florida Annual Resale Certificate* to your supplier to make tax-exempt purchases for resale.

Sales and Use Tax on Construction, Improvements, Installations and Repairs, Page 5

If materials bought for resale are later used (not resold), you must report and pay use tax on those items, plus any applicable discretionary sales surtax. There are additional llabilities for intentional misuse of a resale certificate.

If a contractor purchases materials from an out-of-state business that is not registered to collect Florida sales tax, the contractor is liable for use tax and surtax when the materials are imported into Florida.

What Is The Tax Rate?

Florida's sales tax rate is six percent; however, there is a "bracket system" for collecting sales tax on any part of a sale that is less than a whole dollar. Most Florida counties levy a discretionary sales surtax on transactions that are subject to sales and use tax. Dealers must collect the surtax along with the sales tax.

Discretionary Sales Surtax

The discretionary sales surtax rate depends on the county.

- When making a repair, calculate the surtax using the tax rate of the county where the repair is done.
- When making real property improvements, calculate the tax using the tax rate of the county in which the consumer, usually the contractor, takes delivery of the tangible personal property.
- For retail sale plus installation contracts, calculate the tax using the tax rate of the county in which the improvements or repairs take place.
- If a contractor pays use tax for using materials to fabricate items at the contractor's shop, calculate the tax using the tax rate of the county in which the fabrication occurs.

You can get a *Discretionary Sales Surtax* brochure (Form GT-800019) and a list of surtax counties and rates (Form DR-15DSS) from our website at www.myfiorida.com/dor.

For More Information

Visit our website at www.myflorida.com/dor to learn more.

Read these brochures:

- Florida's Sales and Use Tax (GT-800013)
- Florida's Discretionary Sales Surtax (GT-800019)
- Sales and Use Tax on Repair of Tangible Personal Property (GT-800010)
- Sales and Use Tax on Mobile and Prefabricated Home Repair, Remodeling, and Additions (GT-800069)

View tutorials on filing and paying sales tax.

Visit our online Revenue Law Library to read:

- Rule 12A-1.006, Florida Administrative Code; Charges by Dealers Who Adjust, Apply, Alter, Install, Maintain, Remodel, or Repair Tangible Personal Property.
- Rule12A-1.051(2),(17),(18), F.A.C.; Sales to or by Contractors Who Repair, Alter, Improve and Construct Real Property.
- Rule 12A-1.016 (3)(b), F.A.C.; Sales; Installation Charges.
- Rule 12A-1.043, F.A.C.; Manufacturing (includes fabrication)
- Rule 12A-1.105, F.A.C., Service Warranties.
- Rule 12A-1.094, F.A.C., Public Works Contracts.

Sales and Use Tax on Construction, Improvements, Installations and Repairs, Page 6

DIRECT PURCHASE EXHIBIT B OWNER DIRECT PURCHASE ORDER PROGRAM INSTRUCTIONS TO SUBCONTRACTOR(S) AND SUPPLIER(S)

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Exhibit 1

EXHIBIT 'PS-1'

Attachment to Subcontract/Purchase Order, by and between Subcontractor/Seller and Hensel Phelps Construction at City of Fort Lauderdale Aquatic Center Renovation Project

Owner Direct Purchase Order Program

The *Exhibit 'PS1'* to the Subcontract outlines the process known as the, Owner Direct Purchase Order Program ("ODP Program") for all subcontractors and suppliers on this project. This program will be referenced as such through this Exhibit.

In order for the Owner to take advantage of the sales tax exemption status, all subcontractors are required to participate in the ODP program. All vendor material orders shall be processed through the ODP program.

ODP Submission of Vendor Information:

Subcontractors typically have an ongoing relationship with their vendors; however, vendors may not directly deal with the Owner. Therefore, each subcontractor is required to prepare and submit a list of vendors and estimated ODP Program target values for each vendor at the time of subcontract execution. The vendor list should include the following information:

- Name, address, phone number, fax numbers, contact name and special delivery/shipping requirements for each vendor.

ODP Value Establishment

Upon selection of the material vendor, Subcontractor will provide Contractor with a finalized quotation from their vendor, which will detail all materials to be purchased and their costs.

It is Subcontractor's responsibility to ensure vendors are informed that the Owner encourages that all vendors accept the payment method of using the Owner's Visa-Card or ePayables. This cost must be included in their overall product cost quotation.

Once a quote has been established, each quotation submitted to Contractor must exclude sales tax, this should ensure that all vendor contact information is correct (proper mailing address, contact name, phone number and fax numbers) and provide required delivery dates that will later be added to the ODP Program to ensure proper material order and delivery. This information is vital and needed for the Owner to be able to issue their Purchase Order.

ODP Preparation

Once the vendor's material value has been established, the Subcontractor will submit an executed ODP Program Order Form requisition to Contractor for processing.

The Order Form must be signed by the Subcontractor and Contractor and include the following back-up documentation:

- Copy of the vendor material quotation
- New vendor setup form, completed W9 and signed Diversity Form and;
- Purchase Order request directly from the Subcontractor made out to Contractor per the values on the quotation.

Contractor will submit the fully executed ODP Program order to the Owner. The Owner will then process the Owner Direct Purchase Order and forward directly to the vendor within ten (10) business days or less.

The Owner will forward a copy of the purchase order to Contractor for record purposes. Contractor will forward a copy to the Subcontractor for confirmation.

This becomes the responsibility of the Subcontractor to track all vendor purchases.

EXHIBIT 'PS-1'

Attachment to Subcontract/Purchase Order, by and between Subcontractor/Seller and Hensel Phelps Construction at City of Fort Lauderdale Aquatic Center Renovation Project.

Deduction of Subcontractor Change Order:

Once the Owner issues a vendor purchase order, Contractor will issue the Subcontractor a deductive change order. This deductive change order will formally remove the value from the Subcontract and will be issued for the value of the ODP Program plus the associated sales tax value.

Sales tax values will be calculated per invoice, at six percent (6%) sales tax. Thereafter, Contractor will generate a deductive change order(s) to the Subcontractor on a monthly basis as purchase orders are requested and issued.

The ODP Program and Material Delivery Processing:

All subcontractors and vendors are to fully understand that the only role the Owner plays in the ODP Program process is in the issuance of the Owner purchaser order and in the payment of vendor invoices. It is the complete responsibility of the Subcontractor to coordinate and track all material deliveries for this Project and to ensure that all orders are properly placed with their vendors. No deliveries will be accepted by Owner and any deliveries made to Owner outside of the Project jobsite will be turned away. The Subcontractor must carefully monitor and handle delivery of all ODP Program materials. FOB Destination will only be accepted.

It is the responsibility of the Subcontractor to review and verify all delivery tickets for all received materials. <u>These delivery</u> tickets must be submitted as back-up to the vendor invoices in order to substantiate that the materials have been received and accepted on site and approve prompt processing of payment.

Submission of Vendor Invoices:

All vendors are required to submit all invoices for payment through this program to Owner; however, copies MUST be sent directly to their respective subcontractors for invoice payment approvals.

Invoices that are sent directly to Owner without proper Subcontractor and Contractor approval and back up will not be paid. Therefore, it is critical that copies of the invoices be sent directly to the Subcontractor, as this copy will be what generates payment from the Owner. By following the proper routing of invoices, the vendor can ensure that payments will be processed in a timely manner.

Vendor invoices must include all proper delivery ticket back-up for processing. Subcontractors shall review all vendor invoices carefully and forward these invoices to Contractor for processing. Contractor will review the invoices for approval and forward them on to Owner for payment.

Invoicing and Payment

- 1. Vendor sends material invoice with signed delivery back up to Owner, the City's Accounts Payable, and a copy to Subcontractor.
- 2. Subcontractor will verify each invoice per the initial ODP Program order form that was submitted. It is imperative that each material being invoiced matches the originally submitted order form and quote (line item by line item). The Owner will hold payment for materials that do not match the original order form line item submission.
- 3. Subcontractor must initial each invoice and forward each approved invoice with proper back up to Contractor. Please note that invoices that are not signed and do not have the proper delivery ticket back up attached, will not be approved by Contractor.
- 4. Contractor will verify, initial and forward each invoice to Owner and the City's Accounts Payable for processing and payment.
- 5. Owner will pay approved vendor invoices within thirty (30) days of acceptance and receipt by Owner.

Contractor will meet with each awarded subcontractor to review their schedule of values and review the pay application process for the Owner's Project so as to abide by the requirements of Owner when it comes to the billing of ODP Program materials. It is critical that Contractor and Subcontractor have this meeting and an understanding of the payment system to ensure timely payment to Contractor and Subcontractor.

 It is assumed, unless otherwise noted, that the Subcontractor has included Florida State Sales and other applicable taxes in his bid for material, supplies and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

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Any equipment, materials or supplies directly purchased by the Owner that are included in the Subcontractor's contract shall be referred to as Owner-Purchased Materials and the responsibilities of both Owner and Subcontractor relating to such Owner-Purchased Materials shall be governed by the terms and conditions of the procedures. The Owner will own and hold full title to all Owner-Purchased Materials.

2. Material suppliers shall be selected by the Subcontractor awarded the subcontract.

The Subcontractor has included the price for all construction materials in his bid. Owner purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

- 3. Subcontractor shall provide The Construction Manager a list of all intended suppliers, vendors, and material men for consideration as Owner-Purchased Materials. This list shall be submitted to the Construction Manager at the same time as the Subcontractor's preliminary schedule of values. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
- 4. Upon request from The Construction Manager, and in a timely manner, Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the Owner and The Construction Manager, to specifically identify the materials which Owner had, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
 - A. The name, address, telephone number and contact person for the material supplier.
 - B. Manufacturer or brand, model or specification number of the item.
 - C. Quantity needed as estimated by the Subcontractor.
 - D. The price quoted by the supplier for the materials identified therein.
 - E. Any sales tax associated, with such quote.
 - F. Delivery dates as established by Subcontractor.

Subcontractor shall include reference to any terms and conditions which have been negotiated with the vendors; i.e., payment terms, warranties, retainage, etc.

Page 1 of 4

Such Purchase Order Requisition Forms are to be submitted to The Construction Manager's designated representative no less than ten (10) business days prior to the need for ordering such Owner-Purchased Materials, in order to provide sufficient time for Owner review and approval and to assure that, such Directly Purchased Materials may be directly purchased by Owner and delivered to the Project site as to avoid any delav to the Project. so

- 5. After receipt of the Purchase Order Requisition Form, Owner shall prepare its Purchase Orders for equipment, materials or supplies which the Owner chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Owner's Procurement Manager or his designated representative shall be the approving authority for the Owner on Purchase Orders in conjunction with Owner-Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling. The Purchase Order shall also require the delivery of the Owner-Purchased Materials on the delivery dates provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite.
- 6. In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the Owner, through ThePage 2 of 4 Construction Manager, one or more deductive Change Orders, referencing the full value of all Owner-Purchased Materials to be provided by each supplier from whom the Owner elected to purchase material directly, including all sales tax associated with such materials in Subcontractor's bid to The Construction Manager. Sales tax shall be identified separately on all deductive Change Orders.
- 7. All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
- 8. Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by Owner in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss, or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The Subcontractor agrees to indemnify and hold harmless the Owner and The Construction Manager from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor. Owner purchased materials shall be stored at the construction site or in insured and bonded warehouse.

Page 2 of 4

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- 9. As Owner-Purchased Materials are delivered to the Project Site, the Subcontractor and The Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice of material delivered. The Subcontractor shall assure that each delivery of Owner-Purchased materials is accompanied by adequate documentation to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the Owner or The Construction Manager may require. The Construction Manager, as Owner's Representative, shall verify in writing to the Owner the accuracy of the delivery ticket. The Subcontractor will then forward copies of the invoice to the Owner through The Construction Manager for payment. The original invoice shall be furnished by Vendor to the Finance Department for processing and payment in the manner as all other City of Fort Lauderdale invoices are processed. The Owner shall have the right to assign personnel to verify and audit the accuracy of all Director Purchase Documents.
- 10. The Subcontractor shall insure that Owner-Purchased Materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the material ordered and match the description on the bill of lading. If the Subcontractor discovers defective or non-conformities in the Owner-Purchased Material upon such visual inspection, the Subcontractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the vendor of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor falls to perform such inspection and otherwise incorporates Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to Owner and/or The Construction Manager resulting from Subcontractor's incorporation of such materials into the Project, including liquidated damages. In the event that materials furnished are found to be defective or nonconforming, the Subcontractor shall promptly take action to remedy the defect or non-conforming, the work.
- 11. The Subcontractor shall maintain records of all Owner-Purchased Materials it incorporates into the work from the stock of Owner-Purchased Materials in its possession. The Subcontractor shall account monthly to the Owner, through The Construction Manager, for any Owner-Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials which have been incorporated into the work.
- 12. The Subcontractor, as the Owner's agent, shall be responsible for obtaining and managing all warranties and guarantees for all material and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Subcontractor for resolution with the appropriate supplier or vendor.
- 13. Notwithstanding the transfer of Owner-Purchased Materials by the Owner to the Subcontractor's possession, the Owner shall retain title and assume risk to any and all Owner-Purchased Materials.

Page 3 of 4

- 14. The transfer of possession of Owner-Purchased Materials from the Owner to the Subcontractor shall constitute a bailment for the mutual benefit of the Owner and the Subcontractor. The Owner shall be considered the bailor and the Subcontractor the bailee of the Owner-Purchased Materials. Owner-Purchased Materials shall be considered returned to the Owner for the purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. All Owner Purchased Materials shall be stored at the construction site or in insured and bonded warehouse.
- 15. The Owner shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, Owner Purchased Materials when such delay is a result of the failure of the Subcontractor's performance.
- 16. On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of Owner-Purchased Materials delivered to the Project site during that month and either concur or object to the Owner's issuance of payment to the suppliers, based upon Subcontractor's records of material delivered to the site and any defects in such materials.
- 17. In order to arrange for the prompt payment to the supplier, the Subcontractor shall provide to the Owner, through The Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the Owner. Upon receipt and verification of the appropriate documentation, the Owner shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered, and remitted directly to the supplier. Subcontractor agrees to assist the Owner and The Construction Manager to immediately obtain a partial or final release of lien waiver as appropriate.
- 18. The Salvage materials shall be the property of the Owner and stored or removed from the site by the Subcontractor at the Owner's direction.
- 19. The Owner's direct purchase of equipment, materials or supplies, as provided herein does not relieve The Construction Manager or any Subcontractor of any obligation required pursuant to the contract or subcontract pertaining to the performance of work, except as to the Owner's obligation to make direct payments to such vendors and may reduce the bonds to the extent permitted by Section 255.05, Florida Statutes.
- 20. All obligations and duties imposed on The Construction Manager contained in the Agreement are incorporated herein by reference.

Page 4 of 4
DIRECT PURCHASE EXHIBIT C

PURCHASE ORDER REQUEST DOCUMENTS

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		The City	/ of Fort Laud	lerdale, Flo	orida		
		ORDER	& CONTRAG	Program	FORM		
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Invoice remit to Address	•						
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Phone					Ship to: Job Site		
Fax							
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	Per Quotation #						
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Person Requesting Order Company name	·				Ext#		_
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Fundamentian -6 Dua-famou -7 Id	la muulaana udtt ka usaad fam						
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l							CAM 21-0489

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City of Fort Lauderdale • Procurement Services Division 100 N. Andrews Avenue, Room 619 • Fort Lauderdale, Florida 33301

To City of Fort Lauderdale Vendor:

The City of Fort Lauderdale Procurement Services Division is currently updating our vendor database. Please complete and return either by fax: (954) 828-5576, Email: <u>.sgordon@fortlauderdale.gov.</u> or mail: 100 North Andrews Avenue, Room 619, Fort Lauderdale, FL 33301. A current W-9 must be submitted with this form. It would be beneficial to complete and return in a timely manner.

Vendor Name: (Name that is registered with the Sta	ate of Incorporation. I	f an Individual,	please provide full name)
DBA: (if applicable)			
Mailing Address:			
City:	State:	Zip:	Country
Remit to Address: (if different from mailing)			
City:	State:	Zip:	Country
Contact Person:		E:	xt
Telephone: Fax *			
Foll Free: Cell:			
Email:			
Federal ID #:	or S	S#	
Will your firm accept P-Card paym	nents via: VISA, N	/es N	lo
	Master	Card, Yes	No

*THE PREFERRED METHOD OF NOTIFICATION IS BY FAX. FAILURE TO PROVIDE THIS INFORMATION MAY DELAY YOUR ORDER AND/OR PAYMENT.

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Request for Taxpayer Identification Number and Certification

interna								
	1 Name (as shown	on your Income tax return). Name is required on this line; do not leave this line blank.						
be Ins on page 2.	2 Business name/c	disregarded entity name, If different from above						
	Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC				4 Exemptions (codes apply only to certain entitles, not individuals; see Instructions on page 3): Exempt payee code (if any)			
nt or tyl Istructik	Limited liability Note. For a sir the tax classifi	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.				Exemption from FATCA reporting code (If any)		
Έ. Έ.	🗌 Other (see inst	ructions) 🕨		(Applies to accounts mail	itained outside the	U.S.)		
pecific	5 Address (number, street, and apt. or suite no.) Requester's name			nd address (option	al)			
See S	6 Clty, state, and Z	IP code						
	7 List account num	nber(s) here (optional)						
Par	Taxpay	ver Identification Number (TIN)						
Enter	your TIN In the app	propriate box. The TIN provided must match the name given on line 1 to avoid	Social sec	urity number				
backu reside entitle	p withholding. For nt alien, sole prop s, it is your employ	individuals, this is generally your social security number (SSN). However, for a rietor, or disregarded entity, see the Part I Instructions on page 3. For other yer identification number (EIN). If you do not have a number, see <i>How to get a</i>	a					
TIN or	n page 3.		or					
Note.	Note, If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for Employer identification number]		
guidel	ines on whose nur	nber to enter.	-	-				
Pari	Certific	cation		· · · ·				

Under penalties of perjury, I certify that:

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

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out Item 2 above If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all Interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 3.

Sign Here	Signature of U.S. person ►	
Sign Here	Signature of U.S. person ►	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of Income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Date 🕨

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tultion)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (Including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TiN, you might be subject to backup withholding. See What is backup withholding? on page 2. By signing the filled-out form, you:

1. Certify that the TIN you are giving Is correct (or you are walting for a number to be issued).

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding If you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

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

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

· An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

· An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

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

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

 In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

Nonresident allen who becomes a resident allen. Generally, only a nonresident allen Individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as

"saving clause." Exceptions specified in the saving clause may permit an amption from tax to continue for certain types of income even after the payee , as otherwise become a U.S. resident alien for tax purposes.

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident allen.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of Income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship Income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1964) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident allen of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship Income would attach to Form W-9 a statement that includes the Information described above to support that exemption.

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain

settlement of payment card and third party network transactions, and certain yments from fishing boat operators. Real estate transactions are not subject to ackup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3, The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable Interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 Is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity is name on line 2, "Business name/disregarded entity are owner must complete an appropriate Form W-8 Instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 Is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it Is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

Generally, Individuals (including sole proprietors) are not exempt from backup withholding.

Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

 Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

 Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2-The United States or any of its agencies or Instrumentalities

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

 $4-\!\mathrm{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer In securities or commodities required to register In the United States, the District of Columbia, or a U.S. commonwealth or possession

7-A futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

9-An entity registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

12-A middleman known in the investment community as a nominee or custodian

13-A trust exempt from tax under section 664 or described in section 4947

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

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

¹See Form 1099-MISC, Miscellaneous Income, and Its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable undi section 6045(f), and payments for services paid by a federal executive agency. Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial Institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar Indication) written or printed on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any Individual retirement plan as defined In section 7701(a)(37)

B-The United States or any of Its agencies or instrumentalities

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

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

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

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

G-A real estate Investment trust

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

I-A common trust fund as defined In section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1) M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or sulte number). This is where the requester of this Form W-9 will mall your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations,

How to get a TIN. If you do not have a TIN, apply for one Immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8. CAM 21-0489 Exhibit 1

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 In the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1 Individual Two or more Individuals (joint account)	The Individual The actual owner of the account or, If combined funds, the first Individual on the account'
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
 a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law 	The grantor-trustee ^s ·
5. Sole proprietorship or disregarded entity owned by an individual	The owner ^a
6. Grantor trust filling under Optional Form 1099 Filling Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an Individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Assoclation, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

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

² Circle the minor's name and furnish the minor's SSN.

- ³You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

- To reduce your risk:
- · Protect your SSN,
- . Ensure your employer Is protecting your SSN, and
- · Be careful when choosing a tax preparer.

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/ldtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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